ROW-044
Rev. 10/05

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made the _ day of February, 20 23 by and between City of Southaven (hereinafter called the OWNER) and Civil-Link,LLC (hereinafter designated as the ENGINEER).

WITNESSETH:

WHEREAS, the Mississippi Department of Transportation (hereinafter designated as the DEPARTMENT) has prepared plans and will submit for highway construction a section of the highway known as Highway No. I-55 in DeSoto County/Counties and to be designated as NH-0055-04(096)V21, 100222/203510; and

WHEREAS, pursuant to a separate and distinct agreement to be entered into by and between the OWNER and the DEPARTMENT relating to the aforesaid highway project, the OWNER proposes to relocate and/or abandon their existing utilities which traverse on, under, or across property within the limits of the highway project; and

WHEREAS, the OWNER desires to engage the services of the ENGINEER to make surveys and investigations, to design and prepare preliminary and final construction plans, construction cost estimates, and permit applications as required in connection with the proposed relocation and/or abandonment of the utilities, hereinafter referred to as the PROJECT; and

WHEREAS, the ENGINEER is agreeable to performing the Engineering and Survey in services under the conditions and for the fees satisfactory to the OWNER.

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

I. The OWNER hereby employs and retains the ENGINEER who agrees to proceed with all Engineering and Surveying services necessary to the performance in proper sequence of the items or work for the project as hereinafter set forth.

II. DESCRIPTION OF THE PROJECT. The project as covered by this agreement shall consist of providing all necessary Engineering and Surveying services for relocation and/or abandoning existing utilities and their appurtenances which are owned by the OWNER that will conflict with the proposed construction of Mississippi Department of Transportation project NH-0055-04(096)V21, 100222/203510, DeSoto County/Counties, Mississippi.

III. SCOPE OF WORK. The services to be performed under this agreement are divided into two (2) main phases of work:

PHASE A: PRELIMINARY & DESIGN ENGINEERING
Phase A shall include all Engineering and Surveying work involved from the initiation of the project to the beginning of actual construction and shall include the following:

(1) Detailed surveys and underground investigations necessary for the preparation of plans;

(2) Development of detailed plans, specifications and designs acceptable to the OWNER and the DEPARTMENT;

(3) Preparation of detailed cost estimates;

(4) Preparation of permit applications for utilities crossing the Mississippi Department of Transportation's facility;

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AGREEMENT FOR ENGINEERING SERVICES

(5) Prepare advertisement for/or solicitation of bids from legitimate contractors and rendering of assistance to OWNER in award of contract and assembling of contract documents.

PHASE B CONSTRUCTION ENGINEERING:

Construction Engineering shall be all engineering work involved in the actual construction of the project. The work shall include:

(1) Furnishing of plans and specifications for construction purposes.

(2) The general administration of the project and making of periodic visits to the construction site to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in accordance with the plans and specifications.

(3) Setting all stakes including centerline stakes, right of way stakes, grade stakes, stakes for structures (location and grade), and any other stakes necessary to control the work.

(4) Making the technical observations of construction as required or as directed by the OWNER and the DEPARTMENT, by a qualified inspector during the performance by the Contractor of any work of consequence to assure that the Contractor's work is performed in accordance with the plans and specifications.

(5) Maintaining a project diary as the official project record for each project, showing the Contractor's daily Construction Operations; also the Engineering Personnel's Daily Activities by names, functions performed and hours worked.

(6) Checking and verifying the quantities of all materials incorporated in the project.

(7) Promptly verifying and recommending payment of all Contractor's monthly estimates.

(8) Providing consultation and advice during construction.

(9) Making final inspection of project, preparing Record Plans, verifying and promptly submitting final estimate and supporting documents to the OWNER for approval and payment. [Such records shall be available at all reasonable times during the contract period and for three (3) years from the date of payment of the final estimate. These records, documents, and data shall be available for inspection by the OWNER and the DEPARTMENT and copies thereof shall be furnished if requested.]

IV. COMPENSATION. For work covering Item III – PHASE A, Preliminary & Design Engineering. The OWNER agrees to pay the ENGINEER based upon a schedule of rates included in an attached Appendix "A". The maximum amount for preliminary engineering is Two Hundred Fifty-Six Thousand Fifty-Eight Dollars and 36/100s ($ 256,058.36). Payment will be due upon approval by the OWNER and the DEPARTMENT of the plans and specifications and rendering of a proper billing by the ENGINEER.

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For work covering Item III, PHASE B, Construction Engineering Subparts 1, 2, 5, 6, 7, 8, and 9, the OWNER agrees to pay the ENGINEER based upon a schedule of rates included in an attached Appendix "A". The maximum amount for engineering supervision is Fifty-Three Thousand Sixty-One Dollars and 56/100s ($ 53,061.56).

For work covering Item III, PHASE B, Construction Engineering Subpart 3, the OWNER agrees to pay the ENGINEER the sum of One Hundred Sixty-One Dollars and 18/100s ($ 161.18) per hour for a Two (2) member field party for a onetime construction stakeout. The maximum amount for construction stakeout is Thirty-Seven Thousand Three Hundred Ninty-Four Dollars and 64/100s ($ 37,394.64).

For work covering Item III, PHASE B, Construction Engineering Subpart 4, the OWNER agrees to pay the ENGINEER the sum of One Hundred Seven Dollars and 95/100s ($ 107.95) per hour for resident inspection. The maximum amount payable under this agreement for resident inspection is One Hundred Seventy-One Thousand Eight Hundred Fifty Dollars and 29/100s ($ 171,850.29).

Payment for Construction Engineering will be payable monthly when a proper billing is rendered by the ENGINEER.

V. COVENANT AGAINST CONTINGENT FEES. The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of the making of this contract, price, or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or other contingent fee.

VI. OWNERSHIP OF DOCUMENTS. All project documents including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service shall be the property of the ENGINEER. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in his possession, and shall provide the OWNER with one set of reproducible drawings.

VII. CHANGES IN WORK. A Supplemental Agreement may be entered into between the OWNER and the ENGINEER to increase the maximum amount payable under this contract for additional labor costs provided there is a change in scope, character or complexity of the work to be performed. This Supplemental Agreement must be approved by the DEPARTMENT prior to the performance of additional work by the ENGINEER for which additional reimbursement will be requested.

VIII. SCHEDULE AND EXTENSIONS. Engineering services shall be performed on a reasonable schedule for both the construction contract and the preparation of reports and estimates and final documents. Any delay for submission will be requested by letter to the DEPARTMENT giving reasons for the request and the approximate date proposed for submission of that data.

IX. TERMINATION OR SUSPENSION. The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the OWNER and all payments required to be made to the ENGINEER have been made; but this contract may be terminated under any or all of the following conditions:

A. By mutual agreement and consent of the parties hereto.

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B. By the OWNER as a consequence of the failure of the ENGINEER to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the ENGINEER.

C. By either party upon failure of the other party to fulfill its obligations as set forth in this contract.

D. By the OWNER due to the departure for whatever reasons of any principal member or members of the ENGINEERING FIRM.

E. By satisfactory completion of all services and obligations described herein.

F. By the OWNER by thirty (30) days notice to the ENGINEER in writing and paying fees which both parties agree are due for completed work.

If termination is made by the OWNER under Condition F after work has started, the ENGINEER will be paid for actual services rendered on the basis of their certified and itemized direct payroll cost plus the applicable percentage rates to cover payroll and overhead costs plus direct cost; however, the fixed fee will be adjusted to allow the same percentage of the original agreed upon fixed fee that the amount earned is of the original estimated cost of the work. Upon termination, the ENGINEER shall deliver to the OWNER all documents specified in Section VI and the OWNER shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date. Should the OWNER desire to suspend the work but not definitely terminate the contract, this may be done by thirty (30) days notice given by the OWNER in writing to that effect, and the work may be reinstated and resumed in full force and effect upon receipt from the OWNER of thirty (30) days notice in writing to that effect.

X. DISPUTES. Any construction disputes will be mediated by the OWNER and the ENGINEER and concurred in by the DEPARTMENT.

XI. CLAIMS AND LIABILITY. The ENGINEER shall save harmless the OWNER from all claims and liability due to his negligent acts, errors, or commissions, or the negligent acts, errors, or commissions of his subcontractors, agents, or employees.

XII. GENERAL COMPLIANCE WITH LAWS. The ENGINEER hereby agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the work.

XIII. SUBLETTING, ASSIGNMENT, OR TRANSFER OF WORK. The Subletting, Assignment, or Transfer of any part of these engineering services, other than the testing of materials, to any other person, firm or engineering consultant is expressly prohibited.

XIV. EQUAL OPPORTUNITY PROVISIONS. During the performance of this contract, the ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the CONTRACTOR) agrees as follows:

A. <u>Selection of Labor:</u> During the performance of this contract, the contractor shall not discriminate against labor from any other State's possession or territory of the United States.

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B. Employment Practices: If the maximum amount of this contract stipulated in Section IV or any subcontract as a result of this contract is in excess of $10,000 the contractors and/or subcontractor shall comply with the provisions of Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR 60).

C. Civil Rights: The contractor or any of his subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions of 49 CFR 21 through Appendix H and 23 CFR 710.405(b).

XV. MINORITY BUSINEESS ENTERPRISES:

A. Policy: It is the policy of the (United States) Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement.

B. MBE Obligation: The OWNER and the ENGINEER agree to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard the OWNER and ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The OWNER and ENGINEER shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

C. The OWNER shall advise each ENGINEER that failure to carry out the requirements set forth in Section 23.43 (a) shall constitute a breach of contract and, after the notification of the DOT, may result in termination of the contract by the OWNER or such remedy as the OWNER deems appropriate.

XVI. RE-NEGOTIATION. If a work order to commence construction has not been issued to the construction contractor within 12 months from the date of this contract, the fees specified in Item IV, COMPENSATION, are subject to revision.

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I hereby certify that I am the Managing Member and duly authorized representative of the firm of Civil-Link,LLC, whose address is 5779 Getwell Road, Bldg B, Southaven, MS 38672, and;

That, except as expressly stated and described herein, neither I nor the firm of Civil-Link,LLC has, in connection with its contract with City of Southaven , entered in pursuant to provisions of an agreement between the aforementioned utility and the State of i, as part of Federal-Aid project NH-0055-04(096)V21,100222/203510,

a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm, company, or person, other than a bona fide employee working solely for me or the aforementioned firm, to solicit or secure the contract, or

b) agreed, as an express or implied condition for obtaining the award of the contract, to employ or retain the services of any firm, or person in connection

c) paid, or agreed to pay, to any firm, company, organization, or person, other than a bona fide employee working solely for me or the aforementioned firm, any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

(Statement and explanation of exceptions, if any:)

I acknowledge that this certificate is to be furnished to the Mississippi Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with the aforementioned project involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

02-21-2023
Date

Signature

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AGREEMENT FOR ENGINEERING SERVICES

The OWNER and the ENGINEER each binds himself, his partners, successors, executors, administrators and assigns to the other party to this AGREEMENT, and to the partners, successors, executors, administrators and assigns of each party in respect of all covenants of this AGREEMENT.

City of Southaven	Civil-Link, LLC
8710 Northwest Drive	5779 Getwell Road, Bldg B
Southaven, MS 38671	Southaven, MS 38672
BY:	BY:
DATE: 3-9-23	DATE: 2/21/23

This agreement between the OWNER and the ENGINEER shall become effective and binding as of the date it is approved by the Director of the Mississippi Department of Transportation.

APPROVED:

EXECUTIVE DIRECTOR
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

BOOK ____________ PAGES ________ & ________

ATTEST:

SECRETARY

(SEAL)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR ENGINEERING SERVICES
(WATER ONLY)

APPENDIX "A"
ESTIMATED COST

PROJECT NO. 100222/20203510

Estimated time and labor costs for the various classifications of personnel:

	# Basic Hourly Rate	* Other Payroll Costs	Overhead	Net Fee 12	xx Total Hourly Rate	Estimated Number of Hours	Estimated Costs
PHASE A: PRELIMINARY ENGINEERING							
Engineer Manager	$ 79.33		$ 103.45	$ 21.93	$ 204.72	68	$ 13,920.85
Sr. Project Manager	$ 74.52		$ 97.18	$ 20.60	$ 192.31	362	$ 69,614.67
Project Engineer	$ 52.88		$ 68.96	$ 14.62	$ 136.46	316	$ 43,121.90
Land Surveyor	$ 79.33		$ 103.45	$ 21.93	$ 204.72	52	$ 10,645.35
Engineer Intern	$ 34.62		$ 45.15	$ 9.57	$ 89.34	1075	$ 96,040.60
Party Chief	$ 38.46		$ 50.16	$ 10.63	$ 99.25	144	$ 14,291.94
Survey Technician	$ 24.00		$ 31.30	$ 6.64	$ 61.93	136	$ 8,423.05
SUBTOTAL ESTIMATED PRELIMINARY ENGINEERING							**$ 256,058.36**
PHASE B: CONSTRUCTION ENGINEERING							
Engineer Manager	$ 79.33		$ 103.45	$ 21.93	$ 204.72	26	$ 5,322.68
Sr. Project Manager	$ 74.52		$ 97.18	$ 20.60	$ 192.31	96	$ 18,461.35
Project Engineer	$ 52.88		$ 68.96	$ 14.62	$ 136.46	200	$ 27,292.34
Inspector	$ 41.83		$ 54.55	$ 11.57	$ 107.95	1592	$ 171,850.29
Admin	$ 24.04		$ 31.35	$ 6.65	$ 62.04	32	$ 1,985.20
Party Chief	$ 38.46		$ 50.16	$ 10.63	$ 99.25	232	$ 23,025.90
Survey Technician	$ 24.00		$ 31.30	$ 6.64	$ 61.93	232	$ 14,368.74
SUBTOTAL ESTIMATED CONSTRUCTION ENGINEERING							**$262,306.49**
TOTAL ESTIMATED ENGINEERING COST							**$518,364.85**

NOTES: # Basic hourly salary rate for productive work
* See attached schedule of percentages added for "Other Payroll Costs" and "Overhead"
Transportation included in Overhead Costs. Construction Engineering hourly rates based on anticipated salary increase for 20 23
xx Hourly rate fixed. See item XVI Re-Negotiation

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SUMMARY OF OPERATING COSTS
OF
Civil-Link, LLC

Direct Payroll		100%
I.	Direct Salary Additives to Direct Payroll	
	Vacation, Sick, Holidays	10.63%
	FICA	9.94%
	Hospitalization & Life Insurance	13.89%
	Workman's Compensation	0.45%
	Unemployment Comp. Insurance	0.00%
	Retirement	4.14%
	Total Direct Salary Additives to Payroll	39.06%
II.	Indirect of Overhead Costs	
	Administrative, Secretarial	28.36%
	Office Expense	5.08%
	Supplies	1.42%
	Reproduction	2.08%
	Transportation	10.73%
	Postage & Express	0.26%
	Dues & Subscriptions	4.72%
	Insurance	6.15%
	Equipment Depreciation	10.28%
	Building Depreciation	11.14%
	Utilities	1.76%
	Telephone	3.52%
	Equipment Repair and Maintenance	0.37%
	Cont. Education and Prof. Conf.	0.14%
	Legal and Accounting	1.26%
	Miscellaneous Expense	3.69%
	Janitorial Salary	0.00%
	Taxes	0.40%
	Total Percent of Payroll Burden to be added to the Basic Hourly Rate	91.35%
	GRAND TOTAL	130.41%

CERTIFICATE:

The above percentage has been computed from my records or costs and expenses for doing business.

SIGNED: W. W. Coleman II

DATE: 2/21/23

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MISSISSIPPI DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made the 21st day of February, 20 23 by and between City of Southaven (hereinafter called the OWNER) and Civil-Link,LLC (hereinafter designated as the ENGINEER).

WITNESSETH:

WHEREAS, the Mississippi Department of Transportation (hereinafter designated as the DEPARTMENT) has prepared plans and will submit for highway construction a section of the highway known as Highway No. I-55 in DeSoto County/Counties and to be designated as NH-0055-04(096)V21, 100222/203510; and

WHEREAS, pursuant to a separate and distinct agreement to be entered into by and between the OWNER and the DEPARTMENT relating to the aforesaid highway project, the OWNER proposes to relocate and/or abandon their existing utilities which traverse on, under, or across property within the limits of the highway project; and

WHEREAS, the OWNER desires to engage the services of the ENGINEER to make surveys and investigations, to design and prepare preliminary and final construction plans, construction cost estimates, and permit applications as required in connection with the proposed relocation and/or abandonment of the utilities, hereinafter referred to as the PROJECT; and

WHEREAS, the ENGINEER is agreeable to performing the Engineering and Survey in services under the conditions and for the fees satisfactory to the OWNER.

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

I. The OWNER hereby employs and retains the ENGINEER who agrees to proceed with all Engineering and Surveying services necessary to the performance in proper sequence of the items or work for the project as hereinafter set forth.

II. DESCRIPTION OF THE PROJECT. The project as covered by this agreement shall consist of providing all necessary Engineering and Surveying services for relocation and/or abandoning existing utilities and their appurtenances which are owned by the OWNER that will conflict with the proposed construction of Mississippi Department of Transportation project NH-0055-04(096)V21, 100222/203510, DeSoto County/Counties, Mississippi.

III. SCOPE OF WORK. The services to be performed under this agreement are divided into two (2) main phases of work:

PHASE A: PRELIMINARY & DESIGN ENGINEERING
Phase A shall include all Engineering and Surveying work involved from the initiation of the project to the beginning of actual construction and shall include the following:

(1) Detailed surveys and underground investigations necessary for the preparation of plans;

(2) Development of detailed plans, specifications and designs acceptable to the OWNER and the DEPARTMENT;

(3) Preparation of detailed cost estimates;

(4) Preparation of permit applications for utilities crossing the Mississippi Department of Transportation's facility;

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(5) Prepare advertisement for/or solicitation of bids from legitimate contractors and rendering of assistance to OWNER in award of contract and assembling of contract documents.

PHASE B CONSTRUCTION ENGINEERING:

Construction Engineering shall be all engineering work involved in the actual construction of the project. The work shall include:

(1) Furnishing of plans and specifications for construction purposes.

(2) The general administration of the project and making of periodic visits to the construction site to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in accordance with the plans and specifications.

(3) Setting all stakes including centerline stakes, right of way stakes, grade stakes, stakes for structures (location and grade), and any other stakes necessary to control the work.

(4) Making the technical observations of construction as required or as directed by the OWNER and the DEPARTMENT, by a qualified inspector during the performance by the Contractor of any work of consequence to assure that the Contractor's work is performed in accordance with the plans and specifications.

(5) Maintaining a project diary as the official project record for each project, showing the Contractor's daily Construction Operations; also the Engineering Personnel's Daily Activities by names, functions performed and hours worked.

(6) Checking and verifying the quantities of all materials incorporated in the project.

(7) Promptly verifying and recommending payment of all Contractor's monthly estimates.

(8) Providing consultation and advice during construction.

(9) Making final inspection of project, preparing Record Plans, verifying and promptly submitting final estimate and supporting documents to the OWNER for approval and payment. [Such records shall be available at all reasonable times during the contract period and for three (3) years from the date of payment of the final estimate. These records, documents, and data shall be available for inspection by the OWNER and the DEPARTMENT and copies thereof shall be furnished if requested.]

IV. COMPENSATION. For work covering Item III – PHASE A, Preliminary & Design Engineering. The OWNER agrees to pay the ENGINEER based upon a schedule of rates included in an attached Appendix "A". The maximum amount for preliminary engineering is Three Hundred Five Thousand Three Hundred Seventy-One Dollars and 72/100s ($ 305,371.72). Payment will be due upon approval by the OWNER and the DEPARTMENT of the plans and specifications and rendering of a proper billing by the ENGINEER.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
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For work covering Item III, PHASE B, Construction Engineering Subparts 1, 2, 5, 6, 7, 8, and 9, the OWNER agrees to pay the ENGINEER based upon a schedule of rates included in an attached Appendix "A". The maximum amount for engineering supervision is Sixty-Five Thousand Four Hundred Seventeen Dollars and 85/100s ($ 65,417.85).

For work covering Item III, PHASE B, Construction Engineering Subpart 3, the OWNER agrees to pay the ENGINEER the sum of One Hundred Sixty-One Dollars and 18/100s ($ 161.18) per hour for a Two (2) member field party for a onetime construction stakeout. The maximum amount for construction stakeout is Fifty-One Thousand Five Hundred Seventy-Eight Dollars and 81/100s ($ 51,578.81).

For work covering Item III, PHASE B, Construction Engineering Subpart 4, the OWNER agrees to pay the ENGINEER the sum of One Hundred Seven Dollars and 95/100s ($ 107.95) per hour for resident inspection. The maximum amount payable under this agreement for resident inspection is One Hundred Ninty-Four Thousand Seven Hundred Thirty-Four Dollars and 88/100s ($ 194,734.88).

Payment for Construction Engineering will be payable monthly when a proper billing is rendered by the ENGINEER.

V. COVENANT AGAINST CONTINGENT FEES. The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of the making of this contract, price, or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or other contingent fee.

VI. OWNERSHIP OF DOCUMENTS. All project documents including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service shall be the property of the ENGINEER. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in his possession, and shall provide the OWNER with one set of reproducible drawings.

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A. By mutual agreement and consent of the parties hereto.

B. By the OWNER as a consequence of the failure of the ENGINEER to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the ENGINEER.

C. By either party upon failure of the other party to fulfill its obligations as set forth in this contract.

D. By the OWNER due to the departure for whatever reasons of any principal member or members of the ENGINEERING FIRM.

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F. By the OWNER by thirty (30) days notice to the ENGINEER in writing and paying fees which both parties agree are due for completed work.

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MISSISSIPPI DEPARTMENT OF TRANSPORTATION
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C. Civil Rights: The contractor or any of his subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions of 49 CFR 21 through Appendix H and 23 CFR 710.405(b).

XV. MINORITY BUSINEESS ENTERPRISES:

A. Policy: It is the policy of the (United States) Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement.

B. MBE Obligation: The OWNER and the ENGINEER agree to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard the OWNER and ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The OWNER and ENGINEER shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

C. The OWNER shall advise each ENGINEER that failure to carry out the requirements set forth in Section 23.43 (a) shall constitute a breach of contract and, after the notification of the DOT, may result in termination of the contract by the OWNER or such remedy as the OWNER deems appropriate.

XVI. RE-NEGOTIATION. If a work order to commence construction has not been issued to the construction contractor within 12 months from the date of this contract, the fees specified in Item IV, COMPENSATION, are subject to revision.

ROW-044
Rev. 10/05

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR ENGINEERING SERVICES

I hereby certify that I am the Managing Member and duly authorized representative of the firm of Civil-Link,LLC, whose address is 5779 Getwell Road, Bldg B, Southaven, MS 38672, and;

That, except as expressly stated and described herein, neither I nor the firm of Civil-Link,LLC has, in connection with its contract with City of Southaven , entered in pursuant to provisions of an agreement between the aforementioned utility and the State of Mississippi, as part of Federal-Aid project NH-0055-04(096)V21,100222/203510,

a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm, company, or person, other than a bona fide employee working solely for me or the aforementioned firm, to solicit or secure the contract, or

b) agreed, as an express or implied condition for obtaining the award of the contract, to employ or retain the services of any firm, or person in connection

c) paid, or agreed to pay, to any firm, company, organization, or person, other than a bona fide employee working solely for me or the aforementioned firm, any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

(Statement and explanation of exceptions, if any:)

I acknowledge that this certificate is to be furnished to the Mississippi Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with the aforementioned project involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

02-21-2023
Date

Signature

ROW-044
Rev. 10/05

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR ENGINEERING SERVICES

The OWNER and the ENGINEER each binds himself, his partners, successors, executors, administrators and assigns to the other party to this AGREEMENT, and to the partners, successors, executors, administrators and assigns of each party in respect of all covenants of this AGREEMENT.

City of Southaven	Civil-Link, LLC
8710 Northwest Drive	5779 Getwell Road, Bldg.B
Southaven, MS 38671	Southaven, MS 38672
BY:	BY:
DATE: 3-9-23	DATE: 2/21/23

This agreement between the OWNER and the ENGINEER shall become effective and binding as of the date it is approved by the Director of the Mississippi Department of Transportation.

APPROVED:

EXECUTIVE DIRECTOR
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

BOOK ____________ PAGES ________ & ________

ATTEST:

SECRETARY

(SEAL)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR ENGINEERING SERVICES
(SEWER ONLY)

APPENDIX "A"
ESTIMATED COST

PROJECT NO. 100222/20203510

Estimated time and labor costs for the various classifications of personnel:

	# Basic Hourly Rate	* Other Payroll Costs	Overhead	Net Fee 12	xx Total Hourly Rate	Estimated Number of Hours	Estimated Costs
PHASE A: PRELIMINARY ENGINEERING							
Engineer Manager	$ 79.33		$ 103.45	$ 21.93	$ 204.72	76	$ 15,558.60
Sr. Project Manager	$ 74.52		$ 97.18	$ 20.60	$ 192.31	415	$ 79,806.87
Project Engineer	$ 52.88		$ 68.96	$ 14.62	$ 136.46	368	$ 50,217.91
Land Surveyor	$ 79.33		$ 103.45	$ 21.93	$ 204.72	58	$ 11,873.67
Engineer Intern	$ 34.62		$ 45.15	$ 9.57	$ 89.34	1322	$ 118,107.61
Party Chief	$ 38.46		$ 50.16	$ 10.63	$ 99.25	188	$ 18,658.92
Survey Technician	$ 24.00		$ 31.30	$ 6.64	$ 61.93	180	$ 11,148.16
			SUBTOTAL ESTIMATED PRELIMINARY ENGINEERING				**$ 305,371.72**
PHASE B: CONSTRUCTION ENGINEERING							
Engineer Manager	$ 79.33		$ 103.45	$ 21.93	$ 204.72	26	$ 5,322.68
Sr. Project Manager	$ 74.52		$ 97.18	$ 20.60	$ 192.31	112	$ 21,538.24
Project Engineer	$ 52.88		$ 68.96	$ 14.62	$ 136.46	268	$ 36,571.74
Inspector	$ 41.83		$ 54.55	$ 11.57	$ 107.95	1804	$ 194,734.88
Admin	$ 24.04		$ 31.35	$ 6.65	$ 62.04	32	$ 1,985.20
Party Chief	$ 38.46		$ 50.16	$ 10.63	$ 99.25	320	$ 31,759.86
Survey Technician	$ 24.00		$ 31.30	$ 6.64	$ 61.93	320	$ 19,818.95
			SUBTOTAL ESTIMATED CONSTRUCTION ENGINEERING				**$311,731.54**
			TOTAL ESTIMATED ENGINEERING COST				**$617,103.26**

NOTES: # Basic hourly salary rate for productive work
* See attached schedule of percentages added for "Other Payroll Costs" and "Overhead"
Transportation Included in Overhead Costs. Construction Engineering hourly rates based on anticipated salary increase for 2023
xx Hourly rate fixed. See item XVI Re-Negotiation

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MISSISSIPPI DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR ENGINEERING SERVICES

SUMMARY OF OPERATING COSTS
OF
Civil-Link, LLC

Direct Payroll			100%
I.	Direct Salary Additives to Direct Payroll		
	Vacation, Sick, Holidays	10.63%	
	FICA	9.94%	
	Hospitalization & Life Insurance	13.89%	
	Workman's Compensation	0.45%	
	Unemployment Comp. Insurance	0.00%	
	Retirement	4.14%	
	Total Direct Salary Additives to Payroll	39.06%	
II.	Indirect of Overhead Costs		
	Administrative, Secretarial	28.36%	
	Office Expense	5.08%	
	Supplies	1.42%	
	Reproduction	2.08%	
	Transportation	10.73%	
	Postage & Express	0.26%	
	Dues & Subscriptions	4.72%	
	Insurance	6.15%	
	Equipment Depreciation	10.28%	
	Building Depreciation	11.14%	
	Utilities	1.76%	
	Telephone	3.52%	
	Equipment Repair and Maintenance	0.37%	
	Cont. Education and Prof. Conf.	0.14%	
	Legal and Accounting	1.26%	
	Miscellaneous Expense	3.69%	
	Janitorial Salary	0.00%	
	Taxes	0.40%	
	Total Percent of Payroll Burden to be added to the Basic Hourly Rate	91.35%	
	GRAND TOTAL	130.41%	

CERTIFICATE:

The above percentage has been computed from my records or costs and expenses for doing business.

SIGNED: [signature]

DATE: 2/21/23

SPONSORSHIP AGREEMENT BETWEEN
CITY OF SOUTHAVEN AND A&B DISTRIBUTING COMPANY

THIS LICENSING AND NAMING AGREEMENT, is made and entered into as of the date of signature of the parties and deemed effective as of the 1st day, of April, 2023, by and between the City of Southaven, Mississippi a body politic ("City") and A&B Distributing Company ("Sponsor")

RECITALS:

WHEREAS, the City is a code charter municipality duly formed and operating under the Mississippi Code; and

WHEREAS, the City has jurisdiction and authority over all the City Park Property, buildings, structures, concerts, and shows, including the BankPlus Amphitheater ("Amphitheater"); and

WHEREAS, the City pursuant to the Senate Bill 2924, Local and Private Legislation (Regular Session 2013) (collectively "Legislation") is authorized to sell the naming rights to the City's park buildings and structures and to enter into contracts for the use of a commercial, corporate, business or private enterprise name on the building, literature, letterhead or other item, as contracted; and

WHEREAS, Sponsor desires to provide fair and adequate consideration in exchange for the temporary advertising at the Amphitheater and the benefits name recognition, advertising and potential returns and publicity that comes with it; and

WHEREAS, City and Sponsor are entering into this Agreement under which City will allow for Sponsor to post advertisements at the Amphitheater in accordance with the terms and conditions set forth herein. Sponsor will grant to City it's intellectual property, and the Intellectual Property defined herein, for use in connection with the operation of the properties in this agreement, but only in accordance with the terms and conditions specified in this Agreement.

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

1. Sponsorship. Subject to the terms of this Agreement, City hereby accepts Sponsor and Sponsor shall deliver to City, by check or wire transfer, the amount and/or perform, at its sole cost, the obligations described on Schedule A in a timely manner. Any late payment will bear interest at the rate of 5% per annum, or the maximum rate allowable by law, whichever is less.

2. Use of Marks.

(a) Subject to this Section **Error! Reference source not found.**, each party hereby grants to the other party a non-exclusive, non-transferable, non-sublicensable license to use the granting party's Marks (1) in advertising, marketing, media, promotional, and event materials (including on the other party's website, mobile apps, and social marketing pages on third-party websites and mobile apps); and (2) to identify and promote Sponsor's sponsorship described in this Agreement. "**Marks**" means a party's trademarks, trade names, service marks, designs, logos, and domain names.

(b) City may not use any of the other party's Marks without obtaining the other Sponsor's written approval for that use, which such party shall not unreasonably condition, delay, or withhold. If Sponsor fails to approve such use within 15 business days after it was requested in writing, that party will be deemed to have approved such use. Sponsor will be deemed to have consented to any use identified on Schedule B.

(c) Neither party shall issue any defamatory press release or other public defamatory information, including, but not limited to, any campaign or marketing materials that contains or incorporates the other party's Marks.

(d) Except for the license granted in section 2(a), the parties are not conveying any property right in or to their respective Marks, and ownership of those Marks (including all associated goodwill) will remain vested in the granting party.

(e) Each party shall use the other party's Marks solely in accordance with the other party's written trademark usage guidelines and quality control standards as delivered to such party and as the same may be updated from time to time. If either party is notified by the other party that any use does not so comply, such party shall immediately remedy the use to the satisfaction of the other party or terminate such use. Neither party shall use, register or attempt to register in any jurisdiction any Mark that is confusingly similar to or incorporates any of the other party's Marks.

3. Representations and Warranties.

(a) The City represents and warrants that: (i) the execution of this Agreement has been duly authorized; it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted in this Agreement, and to perform its obligations under this Agreement.

(b) Sponsor represents and warrants that: (i) the execution of this Agreement has been duly authorized by all necessary corporate action; (ii) the execution, delivery and performance of this Agreement by Sponsor will not violate, conflict with, require consent under, or result in any breach or default under: (A) any of Sponsor's organizational documents, (B) any applicable law, or (C) with or without notice or lapse of time or both, any material agreement to which Sponsor is a party; and (iii) its Marks and City's use thereof in accordance with this Agreement will not infringe, misappropriate, or otherwise violate any rights of any third party.

(c) This section will survive for three (3) years after expiration or termination of this Agreement.

4. Indemnification.

(a) With respect to any Proceeding that is (1) brought against the City or any of the City's Representatives, and (2) related to the City's use of the Sponsor's Marks (including, but not limited to, trademark infringement, slander, libel, invasion of privacy, and unfair trade practices), Sponsor shall indemnify and defend the City and the City's Representatives against all Losses arising out of that Proceeding, except to the extent that the City intentionally or negligently caused those Losses.

(b) The following definitions apply:

"**Losses**" means (1) any expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements; and (2) any amount awarded in, or paid in settlement of, any Proceeding, including interest.

"**Proceeding**" means any actual or threatened judicial, administrative, mediation, or arbitration action, suit, claim, investigation, or other proceeding.

"**Representative**" means a party's directors, managers, commissioners, officers, employees, agents, and other representatives, and each of the heirs, executors, successors, and assignees of any of the foregoing.

(c) This section will survive for three (3) years after expiration or termination of this Agreement.

5. Insurance. Sponsor shall procure and maintain, at its sole cost, commercial general liability insurance with limits of at least One Million Dollars ($1,000,000) per occurrence, which insurance will include coverage for contractual liability and advertising injury. Sponsor shall provide the City with proof of the acquisition of the above-identified insurance coverage in the form of one or more certificates of insurance, and any applicable endorsements, upon request.

6. Confidentiality. Sponsor may disclose material, nonpublic information ("Confidential Information") about the Sponsor or its business to the City from time to time. In such event, records furnished to City which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to Sponsor has been given, but the records shall be released no later than twenty-one (21) days from the date the Sponsor is given notice by the City unless the Sponsor have filed in chancery court a petition seeking a protective order on or before the expiration of the twenty-one-day time period.

7. Term; Termination.

(a) Unless terminated earlier, this Agreement will expire on the date set forth on Schedule A.

(b) City may terminate this Agreement immediately by so notifying Sponsor if Sponsor fails to pay any amount owed hereunder when due.

(c) Either party may terminate this Agreement by so notifying the other party if the other party:

(1) engages in any activity that, in the non-breaching party's sole but reasonable discretion, (A) is inconsistent with the non-breaching party's mission, policies, or reputation (B) and (B) has (or could have) a material adverse effect on the non-breaching party. If

a party terminates this Agreement under this section 7(c)(1) as a result of the other party's engaging in an activity that is prohibited or restricted by law, rule, regulation, or executive order, the terminating party will be deemed to have acted reasonably;

(2) or executive officer or significant owner of Sponsor is conclusively linked to a felony conviction or otherwise comes under public scrutiny that conflicts with the then principles and guidelines of the other party or otherwise causing the City potential harm, as viewed by the City in its sole but reasonable discretion;

(3) materially breaches this Agreement and such breach (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party notifies the breaching party of the breach; or

(4) (A) Sponsor becomes insolvent or admits its inability to pay its debts generally as they become due; (B) Sponsor becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within 45 days after filing; (C) is dissolved or liquidated or takes any action for such purpose; or (D) Sponsor ceases to operate or exist.

(d) The right to terminate this Agreement does not preclude the exercise of any other rights or remedies a party has at law or equity; provided, however, if this Agreement is terminated for any reason set forth in Section 7(c), City may retain all sponsorship payments received under this Agreement prior to the date of termination without penalty and without refunding such payments (or any portion thereof) or other donations made under or otherwise related to this Agreement. In the event of such termination, Sponsor and Sponsor's personal representatives and affiliates, hereby waive any and all claims, causes of action or other actions against City for recovery of the sponsorship payments under this Agreement and covenant not to take any legal or administrative action against such parties related to such payments.

(e) Immediately upon expiration or earlier termination of this Agreement, all licenses granted under section 2(a) will terminate, and each party shall immediately cease using the other party's Marks.

8. Notices. For a notice or other communication to a party to be valid, it must be addressed using the information for that party or any other information specified by that party in a notice in accordance with this Section 8. All notices must be in writing and delivered either personally, via regular U.S mail, a nationally recognized overnight courier or by electronic means.

To City: City of Southaven

Attn: Parks Director

8710 Northwest Drive

Southaven, MS 38671

Email: wbrown@southaven.org

To Sponsor: A&B Distributing

10777 High Point Road

Olive Branch, MS 38654

Email: sallen@standardsales.com

9. No Tax Advice. Sponsor acknowledges and agrees that no representation or warranty concerning the tax consequences of the payments under this Agreement, and no tax or legal advice with respect to this Agreement or the payments under this Agreement, has been made to Sponsor (or to Sponsor's affiliates, successors or assigns) by the City.

10. Successors and Assigns. The agreements, terms, covenants and conditions herein shall be binding upon, and inure to the benefit of, Sponsor and its personal representatives, successors and permitted assigns. The parties may not assign or otherwise transfer any rights or delegate any obligations under the Agreement without the prior written consent of the other parties, which consent may not be unreasonably withheld.

11. Further Assurances. Each party hereto shall execute and deliver, or cause to be executed and delivered, such further agreements, instruments and other documents, and take, or cause to be taken, such further actions, as the other party hereto may reasonably request as being necessary or advisable to effect or evidence the transactions contemplated herein.

12. Severability. The provisions of this Agreement are intended to be severable. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Agreement, and the application of such term or provision to persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. Headings. All headings and captions are for convenience only and are not intended to affect this Agreement's interpretation.

14. Governing Law. This Agreement, and all actions, causes of action, Proceedings or claims arising out of or relating to this Agreement, whether at law, in equity, in contract, in tort, or otherwise (collectively, an "Action"), will be governed by Mississippi law (without giving effect to its conflicts of law principles). In any Action, each of the parties hereby irrevocably submits to the exclusive jurisdiction of any federal or state court sitting in Desoto County, Mississippi, and further agrees that any Action shall be heard and determined in such Desoto County, Mississippi federal court or in such state court.

15. No Partnership or Joint Venture. This Agreement is not intended to create nor shall be construed to create any relationship between City and/or Sponsor other than that of independent entities/persons contracting for the purpose of effecting the provisions hereof.

16. Amendment and Waiver. No amendment to this Agreement will be effective unless it is in writing and signed by all parties. No waiver of any right under this Agreement is effective unless it is in writing and signed by the party waiving its right.

17. Counterparts; Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Facsimile and portable document file (pdf) signatures shall be binding upon the signing party.

18. Entire Agreement. This Agreement contains all of the promises, agreements, conditions, inducements and understandings between Sponsor and City concerning the transaction contemplated herein and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, expressed or implied, between Sponsor and City concerning same other than as expressly set forth herein.

Signatures are on the following page.

The parties are signing this Agreement to be effective as of the date stated in the introductory paragraph.

CITY OF SOUTHAVEN	[A&B DISTRIBUTING COMPANY]
By: [signature]	By: STEVEN R. AIKEN
Name: Darren Musselwhite	Name: [signature]
Title: Mayor	Title: PRESIDENT A&B DISTRIBUTORS
Date: 3-9-23	Date: 02-28-2023

Signature page to Sponsorship Agreement

Exhibit A
Sponsorship and Benefits

Sponsorship Terms: A&B Distributing promotes Anheuser-Busch as the Official Beer of BankPlus Amphitheater, mutually agreeable placement for Terrace Deck signage both North and South Terrace bar decks, Video Wall presence for walk-in, intermission and walk-out; website inclusion as venue partner

Duration of Term: three (3) year term beginning April 1, 2023

Package Benefits Include: 10-seat premium box number 202

Financial commitment:

- Lump sum contributions of cash - $60,000.00 per year

- Equipment or property donations – Build-out for upper bowl points of sale; branded outdoor furniture and equipment to assist in sale of product and for guest use. All donated equipment shall remain the property of A&B Distributing Company.

Exhibit B

Sponsor's Mark

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI APPROVING CHANGE ORDER FOR STARLANDING WATER TREATMENT SYSTEM IMPROVEMENTS PHASE 2

WHEREAS, the City of Southaven ("City"), pursuant to Mississippi Code Section 31-7-13, previously solicited bids for the Starlanding Water System Improvements Phase 2 ("Project") whereby Landmark Construction General Contractor was the lowest and best bid; and

WHEREAS, it has been recommended by the City Utilities Director to allow for certain changes to the contract as it relates to adding electrical components extended to the well for connection to the water treatment plant, as more fully set forth in Exhibit A; and

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

WHEREAS, the City has approved a deduct change order for the City Water Well Project in the amount of $70,484.60, which will assist with the change order increase; and

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

1. Pursuant to Mississippi Code 31-7-13(g), the Change for the Project is not a new undertaking or outside the original scope of the contract and is commercially reasonable and not being done to circumvent the public purchasing statutes, the City Board approves the Change Order in the amount of $89,277.52.

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

Following a reading of the foregoing resolution, Aldermen Hoots made the motion and Alderman Jerome 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

ORDERED AND DONE, this 7th day of March, 2023.

DARREN L. MUSSELWHITE, MAYOR

ATTEST:

CITY CLERK

SOUTHAVEN, MISSISSIPPI
APRIL 15, 1980

CONTRACT CHANGE ORDER

DATE:	2/24/2023		ORDER NO.	1
CONTRACT FOR:	STAR LANDING WATER SYSTEM IMPROVEMENTS PHASE I - GROUNDWATER SUPPLY WELLS A AND B			
OWNER:	CITY OF SOUTHAVEN			
CONTRACTOR:	LAYNE CHRISTENSEN CO.			

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

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Decrease Item A-5 - Crushed Limestone	$ 1,109.60	
Decrease Item A-7 - 6' Chain Link Fence	$ 9,800.00	
Decrease Item A-8 - Fence Gates (Double 6' Gate for 12' Opening)	$ 1,000.00	
Decrease Item A-9 - Contingency Allowance	$ 20,000.00	
Decrease Item B-6 - 6' Chain Link Fence	$ 8,575.00	
Decrease Item B-7 - Contingency Allowance	$ 20,000.00	
Decrease Item Alt.-3 - Additive Alt. No. 3 - Well Depth Greater than 400 feet	$ 10,000.00	
TOTALS	$ 70,484.60	$ -
NET CHANGE IN CONTRACT PRICE		$ (70,484.60)

JUSTIFICATION: Items were not needed in order to complete contract.

The amount of the Contract will be (Decreased) ~~(Increased)~~ By The Sum Of:
Seventy Thousand Four Hundred Eighty Four Dollars And Sixty Cents — Dollars $ (70,484.60)

The Contract Total Including this and previous Change Orders Will Be:
One Million Five Hundred Seventy Two Thousand Three Hundred Twenty Dollars And Fourty Cents — Dollars $ 1,572,320.40

The Contract Period Provided for Completion Will Be ~~(Increased)~~ ~~(Decreased)~~ (Unchanged): 0 Days.

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

Accepted _______________ (Owner) 3-9-23 (Date)

Recommended _______________ (Owner's Architect/Engineer) 2/28/23 (Date)

Accepted _______________ (Contractor) _______________ (Date)

CONTRACT CHANGE ORDER

DATE:	2/27/2022	ORDER NO.	2
CONTRACT FOR:	STARLANDING WATER SYSTEM IMPROVEMENTS PHASE II - WATER TREATMENT PLANT		
OWNER:	CITY OF SOUTHAVEN		
CONTRACTOR:	Landmark Construction General Contractor, Inc.		

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

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Increase Line Item 8.0 - 6' Chain Link Fence		$ 15,960.00
Add New Line Item 28.0 - Waterline and Electrical Tie in to Well B		$ 72,317.52
Add New Line Item 29.0 - Fence Gates (Double 6' Gate for 12' Opening)		$ 1,000.00
TOTALS	$ -	$ 89,277.52
NET CHANGE IN CONTRACT PRICE		$ 89,277.52

JUSTIFICATION: Waterline and Electrical Components were extended to Well B to allow connection to the Water Treatment Plant

The amount of the Contract will be ~~(Decreased)~~ (Increased) By The Sum Of:
Eighty Nine Thousand Two Hundred Seventy Seven Dollars and Fifty Two Cents — Dollars $ 89,277.52

The Contract Total Including this and previous Change Orders Will Be:
Two Million Nine Hundred Fourteen Thousand Eight Hundred Seventeen Dollars and Ninety Nine Cents — Dollars $ 2,914,817.99

The Contract Period Provided for Completion Will Be ~~(Increased)~~ ~~(Decreased)~~ (Unchanged): 0 Days.

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

Accepted	(Owner)	3-9-23 (Date)
Recommended	(Owner's Architect/Engineer)	2/27/23 (Date)
Accepted	(Contractor)	2/28/23 (Date)

MEMORANDUM OF UNDERSTANDING
23rd Judicial District Attorney's Office and Participating Law Enforcement Agencies

PURPOSE

Pursuant to §41-29-177, law enforcement agencies wishing to forfeit seized items other than drugs and paraphernalia must initiate a forfeiture proceeding within thirty days of seizure. The district attorney is required to review each case to determine if forfeiture is warranted.

§41-29-176.1 requires that law enforcement request that the District Attorney review each forfeiture case within thirty days to decide if the matter should be prosecuted. The purpose of this agreement is to formulate a policy that allows for an efficient process for law enforcement agencies and the District Attorney's Office to efficiently and successfully prosecute forfeiture actions in accordance with state law. The signature of the parties to this document herein below confirms that the parties have reviewed and agreed to the terms as set forth herein pursuant to the laws of the State of Mississippi. Should this agreement in any way conflict with Mississippi Law, then said provisions will be deemed to be modified to comply with the laws of Mississippi.

LAW ENFORCEMENT OBLIGATIONS

I. Within five (5) business days of a seizure pursuant to §41-29-153, the seizing agency shall forward to the District Attorney's Office:

A. The name of the agent handling the case along with updated contact information for each agent and potential witnesses to be called at a forfeiture hearing;

B. Notice of the intention to seek forfeiture of seized property. Please make sure that the Notice of Seizure is legible;

C. A detailed report of the investigation, including but not limited to the probable cause for seizing the property, a description of how the money or other property was connected to the violation of the controlled substances act, and the pending criminal charges against the owner and a dollar value of each item seized;[1]

D. If the property is a weapon, the agency will provide the NCIC report of the weapon. If a vehicle, the agency will provide information from the Mississippi Department of Revenue or another state in which the vehicle may be titled or licensed confirming the owner and/or any lienholder information as well as proof of approximate value. With regard to currency, the agency will provide information regarding the source of the money, and any statements by the owner as to the origin of the funds and/or anticipated use of the funds;

[1] As the District Attorney must make a determination on whether or not to proceed, the more information that can be provided the better. If there are pending matters such as drug testing or forensic review of evidence, please note this in the submission.

E. A copy of the signed seizure warrant that includes a description of each piece of property seized and a copy of the affidavit presented to the court;

F. The contact information for the member of the law enforcement agency who will be responsible for discussing any negotiations or settlement with the District Attorney's Office. This individual must have authority to enter a binding settlement agreement with the owner should it so require;

G. Comply with all other record request requirements as set forth in §41-29-177 and provide any and all records collected pursuant to §41-29-177 to the District Attorney's Office;

H. As applicable, comply with all notice requirements required by §41-29-176.1 of the Mississippi Code;

I. An accurate and up to date address of the owner;

DISTRICT ATTORNEY OBLIGATIONS

II. Pursuant to §41-29-176.1 and 177, the District Attorney will review the materials submitted by law enforcement and make a decision within ten (10) business days whether to proceed with a forfeiture petition. Should the case be declined, the District Attorney will provide a written explanation of the reasons for said decision and the seized property must be returned to the owner within thirty (30) days. Otherwise, the district attorney will proceed with prosecution of the forfeiture action as required by §41-29-177. This will include:

A. Drafting and filing all relevant documents for the forfeiture actions, including summons, petitions, motions etc. The parties agree that the District Attorney's Office will be listed as an "participating agency" pursuant to §41-29-181 of the Mississippi Code;

B. Prosecuting the action and/or preparing the necessary default documents should the owner not respond to said petition as required by §41-29-179 of the Mississippi Code;

C. Negotiate with the owner or owner's counsel concerning potential settlement or resolution of the forfeiture action;

D. Any other acts necessary to prosecute the matter to conclusion, including effectuating an appeal should same be necessary;

E. The minimum asset value the District Attorney's Office will consider for forfeiture is $1,000.00.

DISTRIBUTION OF ASSETS

III. Should the litigation prove successful, disposition of assets shall be handled pursuant to §41-29-181 of the Mississippi Code. Should the matter involve real estate and public auction, the District Attorney's Office will assist with same pursuant to §41-29-181(5). Otherwise, the law enforcement agency agrees to take the necessary steps to liquidate any assets as required by §41-29-181. Upon liquidation, the money from the forfeiture shall be disbursed as follows:[2]

A. Eighty percent (80%) of the forfeiture proceeds shall be deposited and credited to the budget of the law enforcement agency who initiated the criminal case;

B. Twenty percent (20%) shall be deposited and credited to the budget of the District Attorney's Office;

C. Should there be multiple other agencies involved aside from the initiating agency and the District Attorney's Office, then twenty percent (20%) shall be divided equitably between or among the participating agencies. If the agencies cannot agree on an equitable split, the matter can be submitted to the court for an equitable division as set forth by §41-29-181(2)(b);

D. Should the agency wish to retain property pursuant to §41-29-181(7) and not liquidate said property, then the agency and other participating agencies shall agree to the reasonable value of the property in question. The agency wishing to retain said property will then issue payment of twenty percent (20%) of the agreed upon value of the property to the other agencies as set forth in Part III (B) and/or (C) herein above as applicable. If the parties cannot agree as to a reasonable value for the property, then the parties agree that the property shall be liquidated;

E. Once the parties to the MOU agree to the distribution, the initiating law enforcement agency in possession of said funds shall forward checks to the participating agencies in accordance with this agreement within thirty (30) days of the closing of the case;

[2] §41-29-181 (2)(a) states that if only one agency is participating, then eighty percent (80%) goes to the agency, and twenty percent (20%) of the proceeds go to the General Fund for the State of Mississippi. As there will always be two participating agencies to this agreement, this portion is omitted. *See* Opinion of Attorney General, Mellen, Sept. 10, 1992, A.G. Op. #92-0254.

F. Regardless of the outcome of the case, the initiating law enforcement agency agrees to reimburse the District Attorney's Office all filing fees and court costs incurred in the prosecution of the case within thirty (30) days of the conclusion of the case.

The District Attorney's Office primary contact for forfeiture cases is Carmen Bechel. She may be contacted at 662-469-8239 or via email at carmen.bechel@desotocountyms.gov. The District Attorney's Office prefers that the submissions be scanned and submitted via email or other online sharing application if possible. You may also contact the district attorney at 662-469-8014 or via email at robert.morris@desotocountyms.gov.

Each respective law enforcement agency operating under this agreement will be responsible for storage of property and for accounting and preserving any monies seized, including digital currency.

By signing herein below, the parties to this Memorandum of Understanding and the conditions set forth herein above. Agreed to on this the ____ day of __________, 2023.

Signed:

____________________	____________________
Agency Representative	District Attorney
____________________	365 Losher St., Ste. 210
____________________	Hernando, MS 38632
____________________	
Agency name/address	

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF SOUTHAVEN AND LOVELACE STUDIOS

This Professional Service Agreement shall be effective as of the 7th of March, 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 BankPlus Amphitheater; 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 Seven Thousand Dollars and 00/100 ($7,000.00).

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	By:________________
Darren Mussselwhite, Mayor	Caroline Lovelace
Date: 3-9-23	Date: ________________

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: ______________	By: ______________
Darren Mussselwhite, Mayor	Caroline Lovelace
Date: 3-9-23	Date: Mar 09, 2023

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LOVELACE STUDIOS

Lovelace Studios

6189 Malloch Drive
Memphis, TN 38119
United States
Phone: (901) 455-8144
Email: Caroline@lovelace-studios.com
Website: lovelace-studios.com

Time Billing Invoice

Wes Brown
6285 Snowden Ln
Southaven, MS 38672
United States
for period ending

Time Billing Invoice #:	300015
Time Billing Invoice Date:	3/2/2023
Printed Date:	3/2/2023

Date	Employee	Activity	Description	Amount
3/2/2023	Caroline Lovelace	Design Fee	Time to develop two plans for furniture, manage all orders and installation for the following areas: Old VIP pavilion, 4 dressing rooms, 2 large party decks, VIP Lounge.	7,000.00

Sub Total:	7,000.00
Sales Tax:	0.00
Total:	7,000.00
Payments:	0.00
Balance Due:	7,000.00

USDA

U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number	2. Amendment Number	3. Award /Project Period	4. Type of award instrument:
NR234423XXXXC014		From Date of Final Signature - 02/24/2024	Cooperative Agreement

5. Agency (Name and Address)	6. Recipient Organization (Name and Address)
Natural Resources Conservation Service 100 West Capitol Street, Suite 1321 Jackson, MS 39269	CITY OF SOUTHAVEN SOUTH HAVEN POLICE DEPT 8710 NORTHWEST DR SOUTHAVEN MS 38671-2437 UEI Number / DUNS Number: WVFQS6RH7G39 / 785406869 EIN:

7. NRCS Program Contact	8. NRCS Administrative Contact	9. Recipient Program Contact	10. Recipient Administrative Contact
Name: DARIUS Hunt Phone: Email: darius.hunt@usda.gov	Name: Dorothea Martinez Phone: (803) 253-3899 Email: dorothea.martinez@usda.gov	Name: Dan Cordell Phone: (662) 510-2169 Email: dcordell@civil-link.com	Name: Dan Cordell Phone: (662) 510-2169 Email: dcordell@civil-link.com

11. CFDA	12. Authority	13. Type of Action	14. Program Director
10.923	33 U.S.C. 701b-1	New Agreement	Name: Dan Cordell Phone: (662) 510-2169 Email: dcordell@civil-link.com

15. Project Title/ Description: To provide financial assistance to City of Southaven, MS as detailed in the individual Damage Survey Report (DSR) for Desoto County, MS

16. Entity Type: C = City or township Government

17. Select Funding Type

Select funding type:	☒ Federal	☒ Non-Federal
Original funds total	$106,075.50	$35,358.50
Additional funds total	$0.00	$0.00
Grand total	$106,075.50	$35,358.50

18. Approved Budget

Personnel	$0.00	Fringe Benefits	$0.00
Travel	$0.00	Equipment	$0.00
Supplies	$0.00	Contractual	$0.00
Construction	$106,075.50	Other	$0.00
Total Direct Cost	$106,075.50	Total Indirect Cost	$0.00
		Total Non-Federal Funds	$35,358.50
		Total Federal Funds Awarded	$106,075.50
		Total Approved Budget	$141,434.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative **KURT READUS** **State Conservationist**	Signature	Date
Name and Title of Authorized Recipient Representative **DARREN MUSSELWHITE** **Mayor**	Signature	Date 3-9-23

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide financial assistance to City of Southaven, hereinafter referred to as the "Sponsor", for EWP Project # 5317-442 in Desoto County, Mississippi for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Report (DSR) and described here:

- DSR 5317-442 Bunker Hill_Southaven Creek – slope stabilization - $141,434.00

Budget Narrative

The estimated costs for the Project:

1. Total Estimated Project Budget: $141,434.00

The budget includes:

Construction Costs (75% NRCS $106,075.50 + 25% Sponsor $35,358.50): $141,434.00

2. NRCS pays to to 75 percent of total eligible construction costs, and Sponsor pays 25 percent of total construction costs.

3. Construction costs are associated with construction activities which are on-the-ground construction costs, and include, but are not limited to, the installation of the project measures including labor, equipment and materials.

4. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

Responsibilities of the Parties:

SPONSOR RESPONSIBILITIES

1. Accomplish construction of the EWP project measures by performing the work with their own forces in accordance with the approved Plan of Operations. The Plan of Operations will describe the construction services (materials, labor, and/or equipment) to be performed including estimated quantities and values. The Plan of Operations shall be submitted to NRCS for review and approval prior to commencement of construction. Construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.

2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.

3. Be responsible to perform the required work with reasonable efficiencies for labor and equipment inputs as established in the Plan of Operations. All work will be performed within industry standards as determined by NRCS for production rates based on labor and equipment inputs. In the event work is performed at an unacceptable efficiency level, the Sponsor will assume all costs for the percentage of work found by NRCS not to conform to reasonably efficient prosecution of the work.

4. Employ competent people to carry out the work.

5. Maintain all equipment used in constructing the EWP project measures in good operating condition without cost to NRCS. Equipment shall be operated safely at all times.

6. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those

that are not applicable to State and local governments.

7. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.

8. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.

9. Provide the agreed-to portion of the actual, eligible and approved construction cost. Final construction items that are eligible construction costs will be agreed upon in the Plan of Operations. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

10. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.

11. Acquisitions shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.

12. The following documentation is required to support the Sponsor's request for reimbursement of Sponsor construction/technical services:

a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.

b. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.

c. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

13. The required documentation for reimbursement of technical and administrative services will be invoices and proof or payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

a. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

b. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

c. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

d. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

14. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

15. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements.

16. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

17. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

18. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

19. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

20. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing o complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

21. Submit reports and payment requests to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD@usda.gov as outlined in the applicable version of the General Terms and Conditions. For payments ezFedGrants does not have a process for construction line items. Reporting frequency is as follows:

Performance reports: annual

SF-425 Financial Reports: annual

NRCS RESPONSIBILITIES

1. Review, comment and concur with the Plan of Operations.

2. Assist Sponsor in establishing design parameters; determine eligible construction costs.

3. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.

4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.

5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.

6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

2. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.

3. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

4. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

5. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

Expected Accomplishments and Deliverables

1. Ensure that any acquisitions are procured in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.327, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.327, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

2. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

3. Approved Plan of Operations.

4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

5. Prior to commencement of work, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

6. Provide construction inspection in accordance with the QAP.

7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with approved plan of operations.

Resources Required

See the Responsibilities of the Parties section for required resources, if applicable.

Milestones

Milestones shall include, but not limited to, the following items:

1. Obtaining necessary permits: estimated month 1
2. Obtain NRCS concurrence on the Plan of Operations: estimated month 1
3. Start of construction
4. Monthly progress reports (due last day of each month)
5. Completing quality assurance plan: estimated month 1
6. Complete construction and submit as-built drawings/quantities
7. Complete close-out activities

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html

USDA U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number	2. Amendment Number	3. Award /Project Period	4. Type of award instrument:
NR234423XXXXC017		From Date of Final Signature - 02/24/2024	Cooperative Agreement

5. Agency (Name and Address)	6. Recipient Organization (Name and Address)
Natural Resources Conservation Service 100 West Capitol Street, Suite 1321 Jackson, MS 39269	CITY OF SOUTHAVEN SOUTH HAVEN POLICE DEPT 8710 NORTHWEST DR SOUTHAVEN MS 38671-2437 UEI Number / DUNS Number: WVFQS6RH7G39 / 785406869 EIN:

7. NRCS Program Contact	8. NRCS Administrative Contact	9. Recipient Program Contact	10. Recipient Administrative Contact
Name: DARIUS Hunt Phone: Email: darius.hunt@usda.gov	Name: Dorothea Martinez Phone: (803) 253-3899 Email: dorothea.martinez@usda.gov	Name: Dan Cordell Phone: (662) 510-2169 Email: dcordell@civil-link.com	Name: Dan Cordell Phone: (662) 510-2169 Email: dcordell@civil-link.com

11. CFDA	12. Authority	13. Type of Action	14. Program Director
10.923	33 U.S.C. 701b-1	New Agreement	Name: Dan Cordell Phone: (662) 510-2169 Email: dcordell@civil-link.com

15. Project Title/ Description: To provide financial assistance to City of Southaven as detailed in the individual Damage Survey Report (DSR) in Desoto County, MS

16. Entity Type: C = City or township Government

17. Select Funding Type

Select funding type:	☒ Federal	☒ Non-Federal
Original funds total	$633,716.25	$211,238.75
Additional funds total	$0.00	$0.00
Grand total	$633,716.25	$211,238.75

18. Approved Budget

Personnel	$0.00	Fringe Benefits	$0.00
Travel	$0.00	Equipment	$0.00
Supplies	$0.00	Contractual	$0.00
Construction	$633,716.25	Other	$0.00
Total Direct Cost	$633,716.25	Total Indirect Cost	$0.00
		Total Non-Federal Funds	$211,238.75
		Total Federal Funds Awarded	$633,716.25
		Total Approved Budget	$844,955.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative **KURT READUS** **State Conservationist**	Signature	Date
Name and Title of Authorized Recipient Representative **DARREN MUSSELWHITE** **Mayor**	Signature Darren Musselwhite	Date 3-9-23

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide financial assistance to City of Southaven, hereinafter referred to as the "Sponsor", for EWP Project # 5317-441 in Desoto County, Mississippi for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Report (DSR) and described here:

- DSR 5317-441 Horn Lake Creek – slope stabilization - $844,955.00

Budget Narrative

The estimated costs for the Project:

1. Total Estimated Project Budget: $844,955.00

The budget includes:

Construction Costs (75% NRCS $633,716.25 + 25% Sponsor $211,238.75): $844,955.00

2. NRCS pays to to 75 percent of total eligible construction costs, and Sponsor pays 25 percent of total construction costs.

3. Construction costs are associated with construction activities which are on-the-ground construction costs, and include, but are not limited to, the installation of the project measures including labor, equipment and materials.

4. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

Responsibilities of the Parties:

1. Accomplish construction of the EWP project measures by performing the work with their own forces in accordance with the approved Plan of Operations. The Plan of Operations will describe the construction services (materials, labor, and/or equipment) to be performed including estimated quantities and values. The Plan of Operations shall be submitted to NRCS for review and approval prior to commencement of construction. Construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.

2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.

3. Be responsible to perform the required work with reasonable efficiencies for labor and equipment inputs as established in the Plan of Operations. All work will be performed within industry standards as determined by NRCS for production rates based on labor and equipment inputs. In the event work is performed at an unacceptable efficiency level, the Sponsor will assume all costs for the percentage of work found by NRCS not to conform to reasonably efficient prosecution of the work.

4. Employ competent people to carry out the work.

5. Maintain all equipment used in constructing the EWP project measures in good operating condition without cost to NRCS. Equipment shall be operated safely at all times.

6. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those

that are not applicable to State and local governments.

7. Acquire Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.

8. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.

9. Provide the agreed-to portion of the actual, eligible and approved construction cost. Final construction items that are eligible construction costs will be agreed upon in the Plan of Operations. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

10. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.

11. Acquisitions shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.

12. The following documentation is required to support the Sponsor's request for reimbursement of Sponsor construction/technical services:

a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
b. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
c. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

13. The required documentation for reimbursement of technical and administrative services will be invoices and proof or payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

a. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

b. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

c. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

d. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

14. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

15. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements.

16. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial

report (SF-425) under this award or final payment is received, whichever is later.

17. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

18. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

19. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

20. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing o complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

21. Submit reports and payment requests to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD@usda.gov as outlined in the applicable version of the General Terms and Conditions. For payments ezFedGrants does not have a process for construction line items. Reporting frequency is as follows:

Performance reports: annual

SF425 Financial Reports: annual

NRCS RESPONSIBILITIES

1. Review, comment and concur with the Plan of Operations.

2. Assist Sponsor in establishing design parameters; determine eligible construction costs.

3. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.

4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.

5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.

6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

1 The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection

Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

2. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.

3. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

4. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

5. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

Expected Accomplishments and Deliverables

1. Ensure that any acquisitions are procured in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.327, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.327, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

2. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

3. Approved Plan of Operations.

4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

5. Prior to commencement of work, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

6. Provide construction inspection in accordance with the QAP.

7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with approved plan of operations.

Resources Required

See the Responsibilities of the Parties section for required resources, if applicable.

Milestones

Milestones shall include, but not limited to, the following items:

1. Obtaining necessary permits: estimated month 1
2. Obtain NRCS concurrence on the Plan of Operations: estimated month 1
3. Completing quality assurance plan: estimated month 1
4. Plan of Operations (acceptance prior to start of construction
5. Start of construction
6. Estimated completion of construction (W/POO)
7. Monthly progress reports (due last day of each month)
8. Complete construction and submit as-built drawings/quantities
9. Complete close-out activities

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html

DAS FACILITY LEASE AGREEMENT

by and between

City of Southaven

and

Crown Castle Fiber LLC

Dated ____________________, 2023

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DAS FACILITY LEASE AGREEMENT

THIS DAS FACILITY LEASE AGREEMENT is entered into as of the date fully executed below ("Effective Date"), by and between **City of Southaven**, a Mississippi Government Authority, ("Lessor") and **Crown Castle Fiber LLC**, a New York limited liability company ("Lessee").

RECITALS

A. WHEREAS, Lessor is the owner of the land and premises identified in Schedule 1 hereto, including certain buildings and grounds (the "Property"), which Property includes buildings, utility infrastructure, signage, light standards, Fiber Network (if applicable) and other improvements (herein "Structures"); and

B. WHEREAS, Lessor desires (i) to enhance the wireless communications services available at the Property through a more comprehensive solution on the conditions agreed to herein; (ii) to rely on the resources and experience of Lessee to manage access to the Property and the Structures by the use of common facilities for all Wireless Carriers to minimize redundant use of the Structures and minimize the visual impact thereon; and (iii) to avoid unnecessary disruption and administrative burdens for Lessor's business and operations; and

C. WHEREAS, Lessee proposes to occupy a portion of certain of Lessor's Structures and Property for the purposes of creating a wireless communications network available for hire from Lessee by Wireless Carriers; and

D. WHEREAS, Lessor is authorized to grant one or more leases to Lessee to make Attachments to Lessor's Structures and to occupy a certain portion of the Property in accordance with the terms of this Agreement; and

E. WHEREAS, in accordance with Mississippi Code Section 57-7-1, Lessor finds that this Agreement will provide for increased commercial purposes by allowing for better and reliable wireless communications within the Property.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties hereto do hereby covenant and agree as follows:

AGREEMENT

1. **Definitions**. For all purposes of this Agreement, the following terms shall be defined as follows:

   a. **Additional Services** shall have the meaning set forth in Section 2.e.

   b. **Affiliate** shall mean any entity which directly or indirectly controls, is controlled by or is under common control with the referenced entity.

   c. **Agent** shall mean any directors, trustees, officers, employees, affiliates, agents, assigns, successors, representatives, contractors or subcontractors of a Party.

   d. **Agreement** shall mean this DAS Facility Lease Agreement and all DAS Orders executed hereunder, each as amended.

   e. **Alternate Location** shall have the meaning set forth in Section 6.b.

   f. **Attach** shall mean to install, connect or construct Attachments on, at or in a Structure pursuant to a DAS Order.

   g. **Attachments** as used herein shall include antenna, wire, fiber optic, telecommunications and/or coaxial cable, Nodes and other wireless communications equipment attached and maintained upon a Structure pursuant to a DAS Order.

h. **Carrier Agreement** shall mean a binding contractual commitment between Lessee and a Wireless Carrier to utilize the System.

i. **CBRS** shall mean Citizens Broadband Radio Service and describes a wireless communications system utilizing the 3550-3700 MHz (3.5 GHz) spectrum band.

j. **Cure Period** shall have the meaning set forth in Section 10.a.

k. **DAS Order** shall have the meaning set forth in Section 2. "DAS Order" shall also refer to amended DAS Orders.

l. **Defaulting Party** shall have the meaning set forth in Section 10.a.

m. **Effective Date** shall mean the date set forth in the Preamble.

n. **Environmental Law** shall mean any Law regulating the presence of Hazardous Materials on or relating to the Property, including the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; or state, commonwealth or local Law analogous thereto.

o. **Existing Agreements** shall mean the agreements identified in Schedule 2 hereto, each between a Wireless Carrier and Lessor in full force and effect as of the Effective Date for the operation of Wireless Carrier facilities on the Property.

p. **Fiber Network** shall mean dark fiber capacity on Lessor's fiber optic network or related or unrelated conduit installed throughout the Property and identified and dedicated for Lessee's use through a DAS Order.

q. **Fiber Network Standards** are set forth in Exhibit C hereto.

r. **Force Majeure** shall mean any event beyond the control of either Party and which is relied upon by either Party as justification for delay in, or as excuse from complying with, any obligation required of the Party under this Agreement, including, but not limited to: (i) an act of God, war, terrorism, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates or otherwise affects this Agreement, the operation of, or any permits or licenses associated with or related to, the obligations hereunder; (iii) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county or local law, rule, permit, regulation or ordinance after the date of execution of this Agreement, applicable to the obligations hereunder, including, without limitation, such changes that have a substantial or material adverse effect on the cost of performing the obligations herein; (iv) any work stoppages, strikes, picketing, labor dispute, or similar activities at the Property; (v) the institution of a legal or administrative action or similar proceeding by any person or entity that delays or prevents any aspect of the obligations to be performed by either Party hereunder.

s. **Government Authority** shall mean the United States of America, the state, commonwealth, tribal unit, county, parish, town, or other municipality in which the Property is located and any governmental entity exercising executive, legislative, judicial, regulatory or administrative functions of, over or pertaining to the System or the Property.

t. **Government Permits** shall mean all certificates, permits or other approvals which may be required from any Government Authority necessary for the construction and operation of the System.

u. **Hazardous Materials** shall mean (i) any explosive or radioactive substances or waste, petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls; (ii) any 'hazardous substances,' 'extremely hazardous substance,' 'hazardous chemical,' 'toxic chemical,' 'hazardous waste' or 'pollutant,' each as defined under Environmental Law; and (iii) any substance or waste regulated under any Environmental Law.

v. **Hub Site** shall mean the exterior or interior space leased by Lessor to Lessee and identified in a DAS Order: (i) for the installation of Lessee's equipment for the operation and control of the System; and (ii) to be licensed to Wireless Carriers for the placement and operation of their equipment required for use of the System.

w. **Initial Term** shall have the meaning set forth in Section 3.

x. **Laws** shall mean any applicable administrative, judicial, legislative or other statute, law, ordinance, Government Permit, regulation, rule, order, decree, written pronouncement, writ, award or decision of any Government Authority.

y. **Leased Structure** shall mean a Structure upon which an Attachment has been made and is maintained thereupon by Lessee pursuant to this Agreement.

z. **Lessee** shall have the meaning set forth in the Preamble.

aa. **Lessor** shall have the meaning set forth in the Preamble.

bb. **Node** shall mean a radio access node of the System, generally consisting of an antenna, equipment box, cabling connecting the antenna and equipment box and related attachments.

cc. **Non-Defaulting Party** shall have the meaning set forth in Section 10.a.

dd. **Parties** or **Party** shall mean Lessor and Lessee.

ee. **Person** shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, limited liability company, unincorporated organization or government or any agency or political subdivision thereof.

ff. **Primary Purpose** shall have the meaning set forth on Schedule 1 hereto.

gg. **Property** shall have the meaning set forth in the Recitals.

hh. **Radio Space** shall be the locations on, in or at a Structure to be occupied by any Attachments for operation of the System, including the Hub Site space.

ii. **Recurring Fee** shall have the meaning set forth in Section 4.d.

jj. **Renewal Term** shall have the meaning set forth in Section 3.

kk. **RF** shall mean radio frequency energy, whether or not associated with operation of the System.

ll. **Second Wireless Carrier Fee** shall have the meaning set forth in Section 4.b.

mm. **Structure Manager** means Lessor's designated manager for managing and administering, on behalf of Lessor, the Attachments, System and administration of visual impact and aesthetics provisions of this Agreement.

nn. **Structures** shall have the meaning set forth in the Recitals.

oo. **System** shall mean collectively the small cell network, including distributed antenna system ("DAS") or CBRS, constructed by Lessee under an Order for the purpose of providing RF coverage, using licensed or unlicensed spectrum, in and about the Property, including Lessee's System at the Radio Space and all Attachments, power lines and other associated equipment, including equipment owned and operated by

Wireless Carriers, located throughout the Property and at the Hub Site and operated by Lessee to provide services to Wireless Carriers.

pp. **Term** shall have the meaning set forth in Section 3.

qq. **Term Commencement Date** shall mean the date that the Threshold Wireless Carrier is obligated to commence making recurring payments under a Carrier Agreement.

rr. **Third Wireless Carrier Fee** shall have the meaning set forth in Section 4.c.

ss. **Threshold Wireless Carrier** shall have the meaning set forth in Section 5.

tt. **Threshold Wireless Carrier Fee** shall have the meaning set forth in Section 4.a.

uu. **Wireless Carrier** shall mean a wireless services provider offering communications services to the public, including commercial mobile radio service (CMRS), CBRS, cellular, personal communications service (PCS), wireless broadband, telematics and wireless data carriers. Lessor shall not be considered a Wireless Carrier to the extent it provides any such services for its own internal use.

2. **Grant of Lease**. On the terms set forth in this Agreement from time to time upon the Parties' mutual execution and delivery of a DAS Order substantially in the form attached to this Agreement as Exhibit A (a "DAS Order"), Lessor will lease to Lessee, and Lessee will lease from Lessor (a) the Radio Space described therein and (b) if applicable, the Fiber Network in the quantity and length identified in such DAS Order. Lessor agrees, subject to the conditions in this Agreement, that, by way of the DAS Order, it will permit Lessee (i) to place, operate and maintain Attachments within the Radio Space on Leased Structures in order to operate its System, and (ii) if applicable, to use the Fiber Network as a transmission medium to provide communication services and lit fiber transport capacity as appropriate for the operation of the System. Lessee agrees that its Attachments will be used only in connection with Lessee's construction, operation and maintenance of the System. Lessee expressly recognizes that the Structures are used and are to continue to be used by Lessor for the Primary Purpose, and that Attachments are and will continue to be secondary and subordinate to Lessor's use of its Structures for its Primary Purpose.

   a. **System Additions**. Lessee shall have the right to (i) attach to any additional Structure; or (ii) add additional Attachments to any Structure; and, if applicable, use additional portions of the Fiber Network, upon the Parties' execution of an amended DAS Order. Lessee shall have exclusive right to the use of the Leased Structures for purpose of operating a System on the Property.

   b. **Limitations**. Regardless of its duration, Lessee's use of a Structure shall not vest in Lessee any ownership rights in the Structure. In addition to the Existing Agreements, the right to Attach herein granted shall at all times be subject to any pre-existing contracts and arrangements, written notice of which Lessor provides to Lessee in advance of the Parties' executing a DAS Order. Nothing herein contained shall be construed to compel Lessor to maintain any of its Structures for a period longer than is necessary for its Primary Purpose. Nothing herein shall require Lessor to extend the Fiber Network solely for Lessee's use, except as Lessor agrees in writing.

   c. **Consents**. Lessor represents that it is authorized to grant to Lessee the right to Attach and that Lessor has authorized the Structure Manager to grant DAS Orders on its behalf consistent with the terms of this Agreement. No consent or approval of any third party is necessary for Lessor to execute this Agreement or perform the obligations hereunder for the Term of this Agreement. Lessee will be responsible at its expense for securing all Government Permits necessary for the installation and operation of the System.

   d. **Exclusive Marketing Rights**. Lessor hereby designates Lessee as the point of contact regarding discussions and dealings with Wireless Carriers in connection with their wireless telecommunication needs at the Property, including siting, installation, development, use and management thereof, whether by small cell network, distributed antenna system, tower or otherwise. Lessor shall require all Wireless Carriers requesting use of, or expressing an interest in using, the Property to provide wireless telecommunications service thereon to consult with Lessee and grants to Lessee the right to negotiate on Lessor's behalf with all Wireless Carriers in this regard, and Lessee shall seek Lessor's input during the negotiations. During the Term, except as provided in Section 2.e below, Lessor shall not grant a lease, license or similar agreement during the Term to any Wireless Carrier or commercial wireless infrastructure provider for the purposes of installing a wireless telecommunications system at the Property. Lessor reserves the right to continue, modify or terminate the Existing Agreements as it determines in its sole discretion.

e. **System Expansion**. Lessor and Lessee acknowledge and agree that increased demand, changes or advances in wireless technology, among other reasons, during the Term may cause Lessor or Wireless Carriers to desire expansion of the System or the provision of additional wireless network coverage or capacity on the Property (collectively, "Additional Services"), and Lessee shall have the exclusive right to provide the Additional Services, as set forth herein, on the Property. In the event Additional Services are desired by Lessor, Lessor shall provide a written Proposal to Lessee setting forth its coverage, technology and other objectives (the "Objectives"). Lessee shall provide a written Proposal ("Proposal") for the provision of Additional Services within ninety (90) days following receipt of such Objectives from Lessor. In the event a Wireless Carrier desires Additional Services, Lessee shall provide a Proposal to Lessor for review. In the event that Lessor accepts Lessee's Proposal (as may be modified by mutual consent), the Parties agree to execute a mutually acceptable amended DAS Order. In the event that (i) Lessee declines to provide the Additional Services, or (ii) following good faith negotiations, Lessor and Lessee cannot reach agreement on the provision of Additional Services within ninety (90) days following delivery of Lessee's Proposal, then Lessor shall be free to enter into agreements with any third party for Additional Services but subject to Objectives substantially similar to those set forth in the original request. Notwithstanding the provisions of this section, Lessor shall have no obligation whatsoever to allow any Additional Services and Lessee shall have no obligation to effect or right to require such expansion.

3. **Term**. This Agreement shall commence on the Effective Date and shall continue in effect for a period of ten (10) years following the Term Commencement Date (the "Initial Term") unless previously terminated pursuant to the provisions herein; each DAS Order will commence on the "Order Effective Date" set forth thereon. The Agreement shall automatically renew for three (3) additional five (5) year terms (each a "Renewal Term", collectively with the Initial Term, the "Term"), unless Lessee provides written notice to Lessor of its intent not to renew not less than one hundred eighty (180) days prior to the expiration of the then-current Term. The term of any DAS Order shall, unless previously terminated pursuant to the provisions of this Agreement, continue in effect until the end of the Term and the terms of this Agreement shall be incorporated into each such DAS Order.

4. **Fees**. In consideration for Lessor's entering into this Agreement and granting the DAS Orders to Lessee throughout the Term, Lessee shall provide the following consideration to Lessor:

a. **Threshold Wireless Carrier Fee**. Lessee shall make a payment to Lessor of Fifty Thousand Dollars ($50,000) ("Threshold Wireless Carrier Fee") due and payable within thirty (30) days following execution and delivery of a Carrier Agreement with the Threshold Wireless Carrier (as defined in Section 5) for use of the System at the Property.

b. **Second Wireless Carrier Fee**. Lessee shall pay to Lessor Seventy-Five Thousand Dollars ($75,000) ("Second Wireless Carrier Fee") due and payable within thirty (30) days following execution and delivery of the second (2nd) Carrier Agreement for use of the System at the Property.

c. **Third Wireless Carrier Fee**. Lessee shall pay to Lessor One Hundred Thousand Dollars ($100,000) ("Third Wireless Carrier Fee") due and payable within thirty (30) days following execution and delivery of the third (3rd) Carrier Agreement for use of the System at the Property

d. **Recurring Fee**. In consideration for Lessee constructing the System at its sole cost and expense to provide wireless coverage, capacity and technology to Lessor, its employees, invitees and guests on and about the Property and serving as the manager and single point of contact for Wireless Carriers in connection with their telecommunication needs on the Property, including siting, installation, development, use or management of the System, Lessee shall be entitled to bill and keep all revenues of the System, and shall monthly remit to Lessor an amount equal to Twenty-Five Percent (25%) of monthly recurring gross receipts collected by Lessee from Wireless Carriers for use of the System, excluding any reimbursement for taxes, construction or installation costs (including revenue share reimbursements) (the "Recurring Fee"). Lessee shall pay the Recurring Fee monthly in advance no later than the fifth (5^{th}) day of each calendar month.

e. **Public Records; Audit**. If Lessor receives a public records request for records, Lessor shall notify Lessee in writing of such request so that Lessee may take appropriate protective measures. Lessee has or will review the Mississippi Public Records Act pursuant to Miss. Code §26-61-1, et seq., prior to the execution of this Agreement, and understands that as a Mississippi public entity, Lessor must comply with all provisions of the Act notwithstanding the provisions of this Agreement. No more than two (2) times during each calendar year, Lessee shall afford Lessor, upon reasonable prior notice during regular business hours, the right to review or audit Lessee's books and records regarding operation of the System and performance of its obligations under this Agreement.

The Parties will cooperate in good faith to (i) resolve any discrepancies between fees paid to Lessor and those calculated by the audit to be due to Lessor and (ii) determine the method that (A) any overpayment of fees will be refunded to Lessee or (B) any underpayment of fees will be made to Lessor, (including payment by check or temporary abatement, increase or decrease in the fees otherwise due).

f. **Taxes**. Lessor shall pay all real estate taxes assessed upon the Property. Lessee agrees to reimburse Lessor for any documented increase in real estate or personal property taxes levied against the Property that are directly attributable to the improvements constructed by Lessee. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment and Lessor agrees to cooperate with Lessee in connection with any such challenge.

5. **Construction and Operation of the System**. Lessee will not commence construction of the System until it receives a binding contractual commitment from at least one (1) Wireless Carrier to use the System ("Threshold Wireless Carrier"). If there is no Threshold Wireless Carrier by the second (2^{nd}) anniversary of the Effective Date, Lessor may, at its option, terminate this Agreement without cost or obligation by written notice to Lessee. If Lessee is to construct the System, it will do so at the Property at its own cost and expense as set forth in the Order and in accordance with the following:

a. **Standard of Care**. Lessee shall construct and maintain all Attachments in a safe condition in accordance with applicable Laws, industry standards and Lessor's general construction and maintenance standards provided to Lessee prior to the date of the DAS Order. No work shall be done by Lessee when there is reason to suspect that working conditions on a Structure may be hazardous as the result of weather or any other conditions. As promptly as possible following Lessee's completion of the System, Lessee will provide Lessor with as-built drawings showing the location of the Attachments, including Node and Hub Site locations and equipment layout and the Parties will amend the DAS Order as appropriate to incorporate such drawings.

b. **Contact**. Lessee shall respond on a 24/7 basis to any reasonable problems or emergencies reported by the Structure Manager via contact to Lessee's network operations center at (888) 632-0931.

c. **Lessor Liability**. Lessor reserves the right to maintain the Structures as necessary to fulfill its Primary Purpose. Except as expressly set forth in this Agreement, Lessor shall not be liable to Lessee for any interruption of service for the System or for any property of Lessor used by Lessee. Lessee specifically waives any claim for indirect, special, consequential or punitive damages against Lessor in connection with this Agreement, including any claims for loss or interruption of service.

d. **Lessee Liability**. Lessee shall exercise reasonable caution in performing the activities covered by this Agreement to avoid damage to the Structures. Lessee hereby agrees to reimburse Lessor for any direct costs incurred in making repairs to any Property damaged by Lessee. Lessee shall promptly advise Lessor of all incidents and claims arising or alleged to have arisen in any manner by Lessee's activities upon the Property. Lessee shall indemnify Lessor and its Agents from any and all claims, costs, expenses, suits, losses, or any and all other actions resulting from Lessee's duties, representations, and obligations under this Agreement except those due to the negligence or willful misconduct of Lessor and its Agents.

To the extent authorized by Mississippi Law, Lessor specifically waives any claim for indirect, special, consequential or punitive damages against Lessee in connection with this Agreement, including any claims for loss or interruption of service.

e. **Utilities**. Lessor shall allow Lessee to access its electrical power and will provide, at no cost to Lessee or the Wireless Carriers, the electricity power to operate the Node equipment so long as such consumption does not require greater than a 20-amp circuit per Node. Any electricity used by Lessee for the Hub Site or for Nodes in excess of that set forth in the preceding sentence shall be paid by Lessee. Such costs shall be billed monthly by Lessor to Lessee, with reasonable supporting documentation of such utility consumption, and shall be paid by Lessee within thirty (30) days of receipt of such invoice. Lessee agrees to pay for utilities based on (i) sub-metering equipment at the Hub Site, to be installed by Lessee at its cost; (ii) estimated usage for each Node, based on equipment specifications and spot measurements; or (iii) as otherwise agreed between the Parties.

f. **Hazardous Materials**. Lessee shall not cause or permit the escape, disposal or release of any Hazardous Materials on or from the Property in any manner prohibited by Law. Lessee shall indemnify and hold Lessor harmless from all claims from the release of any Hazardous Materials on the Property if caused by Lessee, otherwise, To the extent permitted by Mississippi Law, Lessor shall indemnify and hold Lessee harmless from all claims from the release of any Hazardous Materials on or from the Property.

g. **Fiber Network Operation**. If a portion of Lessor's Fiber Network is being made available to Lessee, Lessor shall maintain and operate the Fiber Network in accordance with the Fiber Network Standards. Lessor will deliver to Lessee detailed maps showing in detail the locations of the Fiber Network. Lessor will, at its sole cost and expense, perform routine maintenance and repair checks and services, including regularly scheduled preventative inspections, as necessary to maintain the Fiber Network in good working order and with the same care standard as Lessor treats Lessor's own fiber, but in no event with less than reasonable care. When Lessor or Lessor's agents perform any routine maintenance, Lessor will notify Lessee at least seven (7) days before any such maintenance. Maintenance which is reasonably expected to produce any signal discontinuity will be coordinated between the Parties. Lessor will make all reasonable efforts to schedule major system work, such as fiber rolls and hot cuts, between 2:00 a.m. and 6:00 a.m. local time. In the event Lessor fails to meet the Fiber Network Standards, Lessee may make any necessary repairs at its own expense and shall receive reimbursement from Lessor for its reasonable costs incurred. The Fiber Network demarcation points will be easily accessible fiber access points to be mutually agreed upon after site walks.

6. **Removal and Relocation of Attachments**. Without limiting or terminating the Term of the Agreement, specific DAS Orders may be amended without fault to either Party upon the following conditions:

a. **Amendment by Lessee**. Lessee may amend a DAS Order as to any Structure by removing its Attachments therefrom if, in its reasonable business judgment: (i) such removal will not materially degrade the RF coverage on the Property; or (ii) the Attachment being removed is to be relocated pursuant to a DAS Order amendment. At least thirty (30) days prior to removal, Lessee shall give Lessor notice of such removal substantially in the form attached hereto as Exhibit B hereto and the Parties will execute an amended DAS Order.

b. **Relocation by Lessor**. Lessor may request that Lessee remove and relocate any Attachment if Lessor, in support of its Primary Purpose, intends remove or substantially alter the Structure supporting such Attachment so that it is unable to support the Attachment. In order to require such removal and relocation, Lessor must: (i) provide at least sixty (60) days' written notice prior to the date of the proposed removal and relocation of any Attachment; (ii) propose a reasonable alternative location for such Attachment acceptable to Lessee (the "Alternate Location"); (iii) grant Lessee at least sixty (60) days following receipt of all necessary Government Permits (but at least one hundred twenty (120) days for removal and relocation of the Hub Site) to complete the removal and relocation; and (iv) provide, at its expense, an installation-ready Alternate Location acceptable to Lessee for Lessee's Attachment, including the construction or modification of Structures to accommodate such Attachment and any necessary extension of the Fiber Network (as applicable) to serve the Alternate Location. In the event Lessee accepts the Alternate Location, Lessor and Lessee shall execute an amended DAS Order before the Attachment removal and relocation commences.

Lessee shall be responsible for the costs of removing and relocating the Attachment, subject to reimbursement by Lessor through abatement of the Recurring Fee in an amount equal to Lessee's cost of removal and relocation, or as may otherwise be agreed by the Parties.

c. **Relocation by Lessee**. Lessee shall not change the location of its Attachments without the written consent of Lessor, except in cases of emergency. In cases of emergency, Lessee shall procure Lessor's consent orally by contacting the Structure Manager and such request and consent may be confirmed in writing by Lessee and approved in writing by Lessor once the emergency has been resolved. Lessee shall be responsible for its cost of relocating any Attachment.

d. **Conflict with Laws**. Upon written notice from Lessor to Lessee that the use of any Structure is forbidden by Law, the DAS Order to Attach to such Structure shall immediately be amended and the Attachments of Lessee shall be removed by Lessee from the affected Structures, provided, however, that Lessee, with Lessor's reasonable assistance, may contest such adverse decision in good faith, and during the pendency of such challenge may maintain such Attachment to the extent allowed by Government Authorities. Lessor will cooperate with Lessee to identify a suitable Alternative Location; in which case the Attachment shall be relocated in accordance with the process set forth in Section 6.b above. Notwithstanding this provision, it is expressly understood that due to Lessor being a Mississippi Public Entity, that all provisions of this agreement must be construed under Mississippi Law, and jurisdiction shall be in the Courts of DeSoto County, Mississippi, as statutorily required under Mississippi Law.

7. **Non-Disclosure**. To the extent permitted by Mississippi Law and the Mississippi Public Records Act, the Parties agree that without the express written consent of the other Party, neither Party shall reveal, disclose or publish to any third party during the Term of this Agreement any portion thereof, or any information disclosed hereunder, except to such third party's auditor, accountant, lender or attorney or to any federal, state or local governmental unit or agency thereof with jurisdiction if required by regulation, subpoena or government order to do so. Lessee may show this Agreement, any DAS Order or any relevant attachment or exhibit to this Agreement and any DAS Order (each with all confidential information redacted) to a third party, including to Wireless Carriers, to the extent reasonably necessary to demonstrate Lessee's rights under this Agreement or the DAS Order, as the case may be.

8. **Insurance; Casualty**. Lessee shall carry insurance at its sole cost and expense to protect the Parties from risk arising out of placement of the Attachments on the Structures. Lessee shall provide the specified insurance throughout the Term and shall file with Lessor's designated risk manager certificates of insurance evidencing such coverage upon request. Certificates, policies or endorsements shall provide thirty (30) days' prior written notice of cancellation, except for non-payment of premiums to Lessor.

a. **Coverage Amounts**. Throughout the Term, Lessee shall maintain the following insurance coverage from a carrier licensed to conduct business in the state where the Property is located:

i. Worker's compensation meeting statutory requirements.

ii. Commercial general liability insurance including personal injury, contractual liability, independent contractors and broad form property damage with the following minimum liability limits: (i) $1,000,000 per occurrence combined single limit; (ii) $2,000,000 general aggregate; and (iii) $3,000,000 umbrella liability, with an endorsement stating Lessor is an additional insured with respect to operations relating to this Agreement.

iii. Commercial automobile liability insurance with a minimum liability limit of $1,000,000 per occurrence combined single limit.

b. **Waiver of Claims and Rights of Subrogation**. To the extent permitted by Mississippi Law, the Parties hereby waive any and all rights of action for negligence against the other on account of damage to the System, the Property or to any Attachment resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the Parties. All policies of property insurance carried by either Party for the System, the Property or to any Attachment shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other Party to the extent rights have been waived by the insured before the occurrence of injury or loss.

c. **Casualty and Restoration**. In the event that one or more of the Structures containing an Attachment is damaged or destroyed such that it cannot be used for an Attachment, then within thirty (30) days of such damage or destruction, Lessor shall notify Lessee of its intent whether to repair the Structure, and if so, then the proposed schedule for such repair. Lessee will have the option to: (i) in the event the repair schedule is proposed to be less than ninety (90) days, to abate all Recurring Fees with respect to the affected Attachments during the period the Leased Structure is not available; (ii) in the event Lessor chooses not to repair, or if the repair schedule is proposed to be greater than ninety (90) days, declare the Order null and void with respect to the affected Attachments only and thereafter neither Party will have any liability or obligation hereunder for each such Attachments, in which event there shall be an amendment to the Order and, if appropriate, an equitable adjustment in Recurring Fees; or (iii) in the event Lessor chooses not to repair, or if the repair schedule is proposed to be greater than ninety (90) days, with respect to damage which will prevent continued operation of the Hub Site or the System in Lessee's reasonable discretion, to terminate the affected Order. The Parties may also agree to relocate the impacted Attachment(s) pursuant to mutually acceptable terms.

9. **Eminent Domain**. If Lessor receives notice of a proposed taking by eminent domain (or any agreement in lieu of condemnation) of any part of the Property impacting any Attachment, Lessor will notify Lessee of the proposed taking within thirty (30) days of receiving such notice and Lessee will have the option to: (i) declare the DAS Order null and void with respect to the affected Attachments only and thereafter neither Party will have any liability or obligation hereunder for each such Attachment, in which event there shall be an amendment to the DAS Order and, if appropriate, an equitable adjustment in Recurring Fees on account of the portion so taken; or (ii) with respect to a taking which will prevent continued operation of the Hub Site or the System in Lessee's reasonable discretion, to terminate the affected DAS Order. With either option, Lessee shall have the right to contest the taking in good faith and to directly pursue an award from the condemning authority. The Parties may also agree to relocate the impacted Attachment(s) pursuant to mutually acceptable terms.

10. **Default**.

a. **Cure Period**. In the event of default by either Party (the "Defaulting Party") with respect to any of the provisions or obligations of this Agreement, the other Party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the thirty (30) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than thirty (30) days to cure, and the Defaulting Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion (the "Cure Period"). The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section. In the event the Defaulting Party fails to commence or to continuously and diligently pursue the cure to completion, the Non-Defaulting Party may, at its option, perform the cure activities of the Defaulting Party, in which event any expenditures reasonably made by the Non-Defaulting Party in this regard shall be deemed to be paid for the account of the Defaulting Party and the Defaulting Party agrees promptly to reimburse the Non-Defaulting Party for any such expenditures upon demand.

b. **Removal of Attachments**. Upon expiration or earlier termination of this Agreement or a DAS Order, as appropriate, Lessee shall, within sixty (60) days following termination or expiration of the Term, remove at its sole cost and expense, all visible Attachments and restore all or any part of the Radio Space to the same condition as originally received by Lessee (ordinary wear and tear excepted).

11. **Assignment**. This Agreement shall extend to and bind the successors, transferees and permitted assigns of the Parties. Any attempted assignment or transfer by a Party in violation of this Section shall be void.

a. **Assignment by Lessee**. Lessee has the right to sublease the Radio Space and use of the System to any Wireless Carrier. Lessee may also assign or delegate all or a portion of this Agreement to an Affiliate provided that the Affiliate shall be bound by all provisions herein or engage an Affiliate to perform the design or construction services hereunder. Lessee has the further right to pledge or encumber its interest in this Agreement. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Lessee and an opportunity to cure any such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable period of time after such notice with respect to any non-monetary default.

b. **Assignment by Lessor**. Lessor may assign or transfer its interest in this Agreement, provided that the assignee shall be bound by all provisions herein. Any sale or transfer (including by foreclosure) of Lessor's real property interest in any portion of the Property containing an Attachment shall be subject to this Agreement, and any successor Property owner shall be bound be the terms and conditions herein.

12. **Notice**. Except as otherwise specified, any notice to be given to either Party under this Agreement shall be sent by registered mail, return receipt requested, or by overnight courier with a tracking record of delivery to the respective addresses set forth below. Except as otherwise stated herein, any notice shall be effective immediately upon being deposited with the applicable delivery agent.

Lessor:	**Lessee:**
City of Southaven 6275 Snowden Lane Southaven, MS 38672 Attn: Wes Brown, Parks Director (662) 280-2489	Crown Castle Fiber LLC c/o Crown Castle USA Inc. General Counsel Attn: Legal – Venues 2000 Corporate Drive Canonsburg, PA 15317 (866) 482-8890

With a copy which shall not constitute notice to:

Crown Castle Fiber LLC
2000 Corporate Drive
Canonsburg, PA 15317
Attn: SCN Contract Management

13. **Miscellaneous**.

a. **Governing Law**. The situs of this Agreement is Southaven, DeSoto County, Mississippi, and any action, claims, suits or disputes arising hereunder shall be governed by the Law of the State of Mississippi. It is further expressly understood that the Bank Plus Amphitheater is operated by Lessor, a Mississippi public entity, and that the Parties understand that Desoto County or Mississippi Northern District courts shall have exclusive jurisdiction over any and all claims, actions or proceedings, if any, concerning this Agreement or performance hereunder.

b. **Warranties**. Each Party represents and warrants to the other that: (a) such Party has full corporate and other authority to execute and deliver this Agreement and to consummate the transactions contemplated in this Agreement and will have the same with respect to each DAS Order; (b) the execution and delivery of this Agreement and the consummation of the transactions contemplated by that Party in this Agreement have been duly and validly authorized by all necessary corporate and other action; (c) such Party's Agreement execution and performance under this Agreement will not breach or violate such Party's operating authority, any applicable law or terms of any agreement to which either is subject; (d) it has obtained or will obtained before the date required, all necessary licenses, permits and authorizations necessary to conduct the activities contemplated by this Agreement; and (e) as of the Effective Date and the date of each DAS Order, there is no action, suit, investigation, claim, arbitration or litigation pending or, to such Party's knowledge, threatened against, affecting or involving such Party, at law or in equity or before any court, arbitrator or governmental authority that is reasonably likely to result in a material adverse effect on such Party's ability to perform such Party's obligations under this Agreement.

c. **No waiver**. Except as expressly set forth in this Agreement: (i) neither Party shall be deemed to have waived any of its rights hereunder unless such waiver is in writing; (ii) no delay or omission by any Party in exercising any right shall operate as a waiver of such right or of any other right; and (iii) a waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

d. **Interpretation**. The singular includes the plural and the plural includes the singular. Except as otherwise provided herein, references to a Section, Schedule or Exhibit mean a Section, Schedule or Exhibit contained in or attached to this Agreement, all of which are incorporated herein by reference. The caption headings in this Agreement are for convenience and reference only and do not define, modify or describe the scope or intent of any of the terms of this Agreement. This Agreement will be interpreted and enforced in accordance with its provisions and without the aid of any custom or rule of law requiring or suggesting construction against the Party drafting or causing the drafting of the provisions in question. If any date herein set forth for the performance of any obligations by either Party or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday in Pennsylvania, the compliance with such obligations or delivery shall be deemed acceptable on the next business day. These terms shall have the indicated meaning when used in this Agreement: (i) including shall mean including, without limitation; (ii) or shall mean and/or (unless indicated otherwise); and (iii) discretion means within the applicable Party's sole discretion. Further, any reference to statute, act or code shall mean the statute, act or code as amended.

e. **Entire Agreement**. This Agreement constitutes the entire and final expression of the Parties hereto with respect to the subject matter hereof and supersedes all previous agreements and understandings of the Parties, either oral or written. This Agreement can be amended only by written agreement signed by the Parties.

f. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be fully executed as an original and all of which together shall constitute one and the same instrument.

g. **Covenant of Quiet Enjoyment**. Lessor covenants that, if Lessee performs Lessee's obligations under this Agreement, (a) Lessee will and may, subject to this Agreement's terms and conditions, quietly and peaceably possess and enjoy the Radio Space (including the Hub Site) and the Fiber Network, and (b) the Wireless Carriers will and may, subject to this Agreement's terms and conditions, quietly and peaceably possess and enjoy the System, in each case throughout the applicable Term without any interruption or disturbance from the Lessor or any person lawfully claiming by, through or under Lessor consistent with this Agreement's terms and conditions.

h. **Mortgage**. In the event one or more Leased Structures is or becomes encumbered by a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement reasonably acceptable to Lessee for each such mortgage, in recordable form.

i. **Recording**. Lessee shall have the right to, at its sole expense, record a memorandum of lease with the appropriate recording office. Lessor shall cooperate with Lessee in this regard and execute and deliver such a memorandum, for no additional consideration, promptly upon Lessee's request.

j. **Sales**. Any sales of equipment or other personal property under this Agreement will be made and fulfilled by CC S & E LLC, an Affiliate of Lessee.IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

k. **Severability**. 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 provisions of this Agreement are determined to be unenforceable, 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.

LESSOR:
City of Southaven

By: Darren Musselwhite

Name: Darren Musselwhite

Title: Mayor

Date: 3-9-23

LESSEE:
Crown Castle Fiber LLC

By: ____________________

Name: ____________________

Title: ____________________

Date: ____________________

With respect to <u>Section 13.j</u> only:
CC S & E LLC

By: ____________________

Name: ____________________

Title: ____________________

Date: ____________________

Schedule 1

Property

For all purposes of this Agreement, the following terms shall be defined as follows:

Property:	Bank Plus Amphitheater 6275 Snowden Lane Southaven, MS 38672
Tax Parcel ID:	107834000 0001401
Primary Purpose:	Concerts and Entertainment

Schedule 2

Existing Agreements

None

Exhibit A

Sample DAS Order

DAS Order: _____________ [Description]

1. **Introduction**. This DAS Order (this "DAS Order"), dated effective as of the date of the last signature below (the "DAS Order Effective Date"), is an agreement entered into by and between **City of Southaven** ("Lessor") and **Crown Castle Fiber LLC** ("Lessee") pursuant to the Parties' DAS Facility Lease Agreement dated ____________ (the "Agreement").

2. **General Framework**. All of the Agreement's terms and conditions, including any Agreement attachments, as amended before the DAS Order Effective Date (if applicable), are incorporated by reference into this DAS Order. Capitalized terms used but not defined in this DAS Order have the meanings designated in the Agreement; capitalized terms used and defined in this DAS Order will have the meanings designated. If there is a conflict between the Agreement's terms and conditions and this DAS Order's terms and conditions, or this DAS Order contains terms and conditions not contained in the Agreement, then this DAS Order will control over the Agreement, but only to the extent of the actual conflict or supplemental terms.

3. **DAS Order**. For good, valuable and adequate consideration, which the Parties acknowledge receiving, in accordance with the Agreement's terms and conditions, as supplemented or amended by this DAS Order, Lessee leases from Lessor, and Lessor leases to Lessee: (a) the Node and other Attachment locations described on Exhibits 1 and 2 to this DAS Order; (b) the Hub Site location as more particularly described on Exhibits 1 and 3 to this DAS Order; and (c) the Fiber Network described on Exhibits 1 and 4 to this DAS Order. The Node equipment to be installed at the Leased Structures is described on Exhibit 2 to this DAS Order.

4. **Applicable Exhibits**. The following exhibits are an integral part of this DAS Order and are incorporated by this reference:

- ☐ Exhibit 1 – System Description
- ☐ Exhibit 2 – Node Equipment and Locations
- ☐ Exhibit 3 – Hub Site
- ☐ Exhibit 4 – Fiber Network

5. **Preliminary Drawings**. The Radio Space, Node, Hub Site, other Attachment and Fiber Network locations are generally identified in the attached preliminary drawings. During the design and installation process, the actual locations thereof will be specifically identified and (may be changed) by mutual agreement of the Parties. Pursuant to Section 5.a of the Agreement, at the completion of the System installation, the Parties covenant that the drawings attached to this DAS Order, as appropriate, will be replaced and updated with as-built drawings which shall become a part of this DAS Order.

6. **Authorized Signatures**. This DAS Order, together with the Agreement, contains the Parties' entire agreement regarding this DAS Order's subject matter. Upon this DAS Order's execution and delivery by the Parties' authorized representatives, this DAS Order will be binding on the Parties and is incorporated by this reference into the Agreement. This DAS Order is effective on the DAS Order Effective Date.

LESSOR **City of Southaven**	**LESSEE** **Crown Castle Fiber LLC**
By: ______________________	By: ______________________
Name: ____________________	Name: ____________________
Title: _____________________	Title: _____________________
Date: _____________________	Date: _____________________

CC S & E LLC

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

Exhibit 1

System Description

Preliminary System Description.

(a) **Node Locations**. (described in more detail in **Exhibit 2** to this DAS Order)

System Name	SCU#	Address

(b) **Hub Site Description**. The Hub Site being leased to Lessee will be located at ______________ (described in more detail in **Exhibit 3** to this DAS Order).

(c) **Fiber Network Description**. The Fiber Network will consist of __________ fiber strands, on a point-to-point basis, originating from the Hub Site and ending at the Node locations. A schematic drawing of the Fiber Network is attached as **Exhibit 4** to this DAS Order.

Exhibit 2

Node Equipment and Locations

Exhibit 3

Hub Site

Exhibit 4

Fiber Network

Exhibit B

Notification of Removal by Lessee

[To Lessor at Notice Address]

RE: DAS FACILITY LEASE AGREEMENT (Agreement) dated _____ by and between City of Southaven (Lessor) and Crown Castle Fiber LLC (Lessee)

This letter shall confirm the agreement of Lessor and Lessee that the following Attachments were removed:

Node #	Node location	Removal Date

The DAS Orders for the above referenced Attachments are hereby modified as of the removal date set forth above.

LESSOR:
[Lessor]

By: ______________________

Name: ______________________

Title: ______________________

Date: ______________________

LESSEE:
Crown Castle Fiber LLC

By: ______________________

Name: ______________________

Title: ______________________

Date: ______________________

Exhibit C

Fiber Network Standards

A. Initial Minimum Standards at Installation.

All fiber connectivity will be a continuous path utilizing fusion splices from the Hub Site location(s) to the Node location(s). Below are the industry standard specifications for the Fiber Network at installation:

1. All splices must be sealed in waterproof splice enclosures.
2. The maximum bi-directional average splice loss will not exceed 0.15 dB.
3. The attenuation must not exceed 0.30 dB/km when measured bi-directionally at a 1550 nm wavelength and 0.40 dB/km when measured bi-directionally at a 1310 nm wavelength.
4. The attenuation must not exceed 0.1 dB/connector at all fiber termination locations.
5. The attenuation for the wavelength region from 1525 nm to 1575 nm must not exceed the attenuation at 1550 nm by more than 0.05 dB/km.
6. The fiber strands need to be single mode fiber and conform to a minimum SMF-28 fiber specification.
7. Unless otherwise specified in the DAS Order, all fiber will be standard single mode fiber, SMF-28 or better.

Optical Time Domain Reflectometer (OTDR) testing should be performed and the results provided to Lessee as the basis for the minimum standards (Baseline Standard) for the Fiber Network during the Term.

B. Operating Minimum Standards during Term.

Lessee expects the Fiber Network to operate at the Baseline Standard as set forth in Section A above.

C. Maintenance and Response to Outages.

In the event of a Fiber Network failure and, after notification from Lessor about the failure, Lessee expects the Fiber Network to be fixed within two (2) hours in order for Lessee to meet its service level agreement requirements with the Wireless Carriers.

0City of Southaven
Office of Planning and Development
Subdivision Staff Report

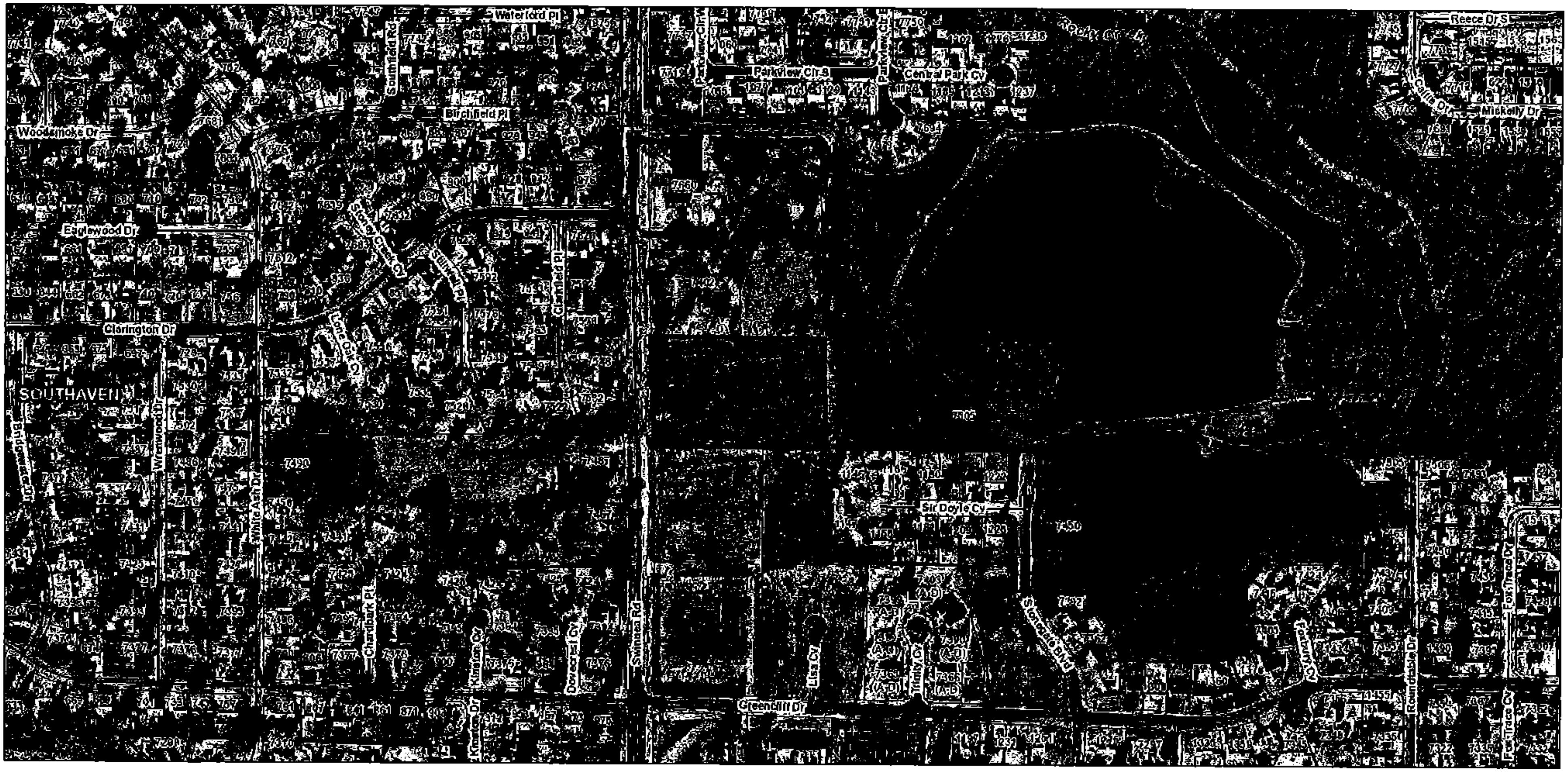
Date of Hearing:	October 24, 2022 TABLED UNTIL FEB 23
Public Hearing Body:	Planning Commission
Applicant:	Pinnacle Development 3650 Southwind Park Cove 901-870-6849
Total Acreage:	4.39 acres
Existing Zone:	Lexington Planned Unit Development
Location of Subdivision Application	East side of Swinnea Road, north of Greencliff Drive
Comprehensive Plan Designation:	High to medium density residential

Staff Comments:

The applicant is requesting subdivision approval of the Lexington Subdivision on the east side of Swinnea Road, north of Greencliff Drive. The PUD was approved with a master plan in May of 2021 which included a preliminary subdivision plat which mimics the submitted documents with this application for formal subdivision. The site includes 28 lots and nine (9) common open spaces. There are two points of access into the site both of which are private drives off of Swinnea Road. The drive is shown as thirty five (35) feet with parking on one side. The lots are designed in groups of four with a green space area between the sets of zero lot lines. The center open space contains the necessary detention for the site. The property backs up to the city park but will have no access from the site to the park and will include a decorative fence around the perimeter which will allow for proper separation between the subdivision and the park.

Staff Recommendations:

The applicant has submitted a compliant plat based on the approval of the master design that was approved in 2021. Staff has no comments and recommends approval as submitted.

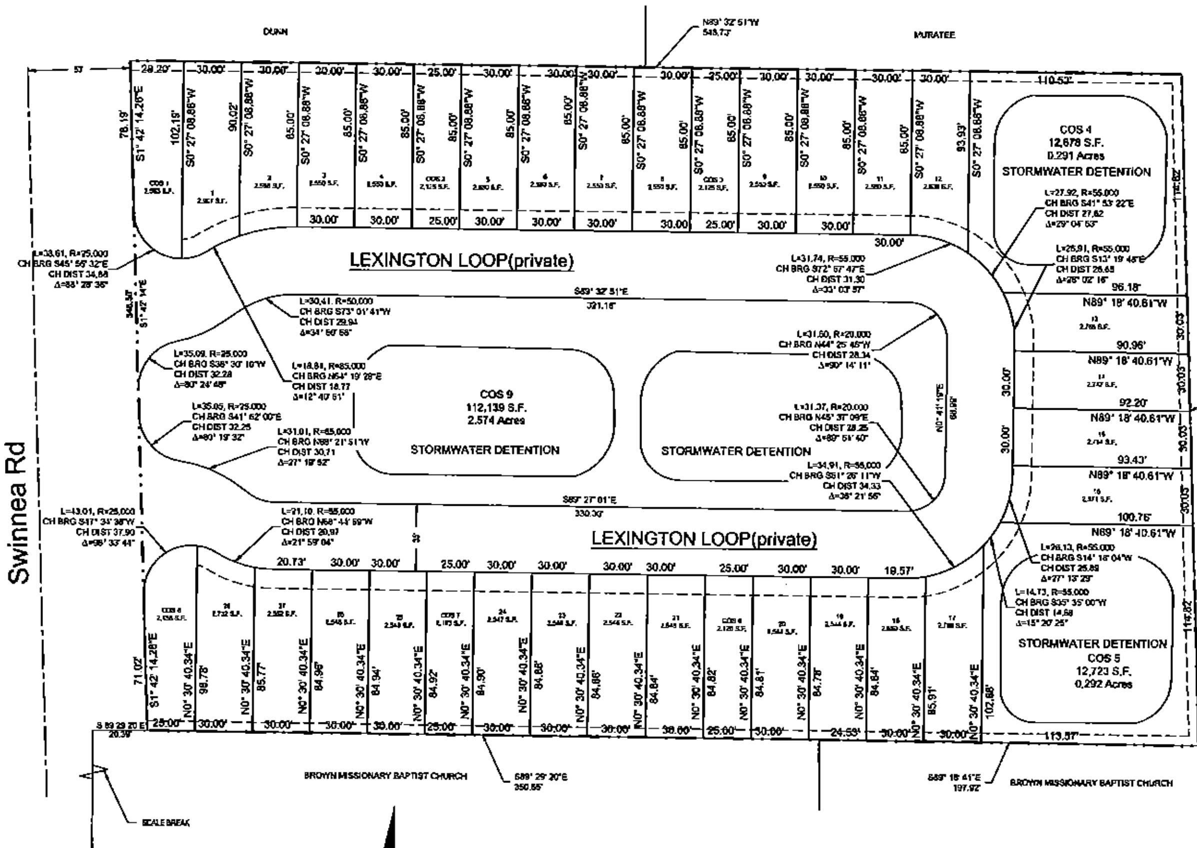


February 7, 2023

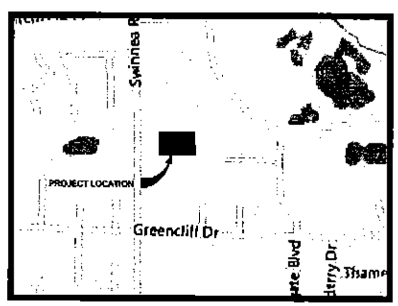
1:4,514

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km



1. MINIMUM SETBACKS
   A. 10' MIN. FRONT YARD
   B. 0' MIN. SIDE YARD
   C. 10' REAR YARD
2. A 10 FEET WIDE UTILITY EASEMENT IS REQUIRED ON ALL STREET FRONTAGE. A 5 FEET WIDE UTILITY EASEMENT IS REQUIRED ALONG EACH REAR LOT LINE.
3. WATER AND SEWER SERVICE WILL BE PROVIDED BY THE CITY OF SOUTHAVEN.
4. ALL BEARINGS ARE REFERENCED TO MISSISSIPPI STATE PLANE COORDINATES (MS ZONE WEST, NAD 83) GRID NORTH BY GPS OBSERVATION.
5. IRON PINS ARE SET ON ALL REAR PROPERTY CORNERS AND AT ALL PERIMETER BREAKPOINTS. CHIESL MARKS ARE CUT ON THE CURB AT ALL FRONT CORNERS AT THE EXTENSION OF THE LOT LINE AND ARE FOR REFERENCE ONLY.



VICINITY MAP
N.T.S.

OWNER'S CERTIFICATE

I, ______________, OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHTS-OF-WAY FOR THE ROADS AS SHOWN HEREON TO THE PUBLIC USE FOREVER, AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE ________ DAY OF ________ 20 ________.

OWNER ________ DATE ________

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI, COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE ________ DAY OF ________, 20____, WITHIN MY JURISDICTION, THE WITHIN NAMED ________ WHO ACKNOWLEDGED THAT HE/SHE IS ________ OF ________, A MISSISSIPPI LIMITED LIABILITY COMPANY, AND THAT FOR AND ON BEHALF OF THE SAID LIMITED LIABILITY COMPANY, AND AS ITS ACT AND DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING WARRANTY DEED, FOR THE PURPOSES MENTIONED ON THE DAY AND YEAR HEREIN MENTIONED, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID LIMITED LIABILITY COMPANY SO TO DO.

NOTARY PUBLIC ________

MY COMMISSION EXPIRES: ________

APPROVED BY THE SOUTHAVEN PLANNING COMMISSION ON THIS THE ________ DAY OF ________, 20 ________.

CHAIRMAN ________ DATE ________

ATTEST:

SECRETARY ________ DATE ________

APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN ON THIS THE ________ DAY OF ________, 20 ________.

MAYOR ________ DATE ________

ATTEST:

CITY CLERK ________ DATE ________

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT ________ O'CLOCK ___M., ON THE ________ DAY OF ________, 20 ________ AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK ________ AT PAGE ________.

CHANCERY COURT ________ DATE ________

CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT I HAVE DRAWN THIS SUBDIVISION SHOWN HEREON AND THE PLAT OF SAME IS ACCURATELY DRAWN FROM INFORMATION FROM A GROUND SURVEY BY ME OR UNDER MY DIRECT SUPERVISION.

SURVEYOR ________ DATE ________

THE PLATTED PROPERTY IS SUBJECT TO THOSE COVENANTS, RESTRICTIONS AND EASEMENTS AS SET FORTH IN DOCUMENT FILED FOR RECORD IN BOOK ________ PAGE ________, AND AS MAY OTHERWISE BE AMENDED FROM TIME TO TIME, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, TO WHICH DOCUMENT REFERENCE IS HEREBY MADE. ANY PROPERTY OWNER SHALL BE BOUND BY THE TERMS OF SAID DOCUMENT.

MORTGAGEE'S CERTIFICATE

________ MORTGAGEE OF THE PROPERTY HEREON, HEREBY ADOPT THIS AS OUR PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR THE ROADS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE MORTGAGEE IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE ______ DAY OF ________, 20____.

TITLE ________ SIGNATURE OF MORTGAGEE ________

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI, COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE ________ DAY OF ________, 20____, WITHIN MY JURISDICTION, THE WITHIN NAMED ________ WHO ACKNOWLEDGED THAT HE/SHE IS ________ OF ________, AND THAT FOR AND ON BEHALF OF THE SAID BANK, AND AS ITS ACT AND DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID BANK SO TO DO.

NOTARY PUBLIC ________

MY COMMISSION EXPIRES: ________

TOTAL SITE ACREAGE = 4.39 AC
TOTAL NUMBER OF LOTS = 28
1" = 30'

MENDROP
ENGINEERING RESOURCES
654 WILSON DRIVE
SUITE A
RIDGELAND, MS 39157
TEL (601) 899-5156
FAX (601) 899-5110

SHEET 1

LEXINGTON SUBDIVISION
FINAL PLAT
ZONED PUD
SECTION 29, T-1-S, R-7-W,
SOUTHAVEN, MISSISSIPPI
* * * * *

OWNER: ;PINNACLE DEVELOPMENT, LLC
3650 SOUTHWIND PARK CV
SUITE 110
MEMPHIS, TN 38125

LEXINGTON

New Townhomes with Cottage Designs

Low-Maintenance for a Busy Lifestyle

Sales By:

ELECT REALTY GROUP

662-892-3720

Visit us at:

LexingtonTownHomes.com

Built By:

Pinnacle Development & Construction

901-870-6849

*Artist Renderings only. All items on plans, brochures, elevations, and prices are subject to change. November 23, 2022

City of Southaven
Office of Planning and Development
<u>Design Review Staff Report</u>

Date of Hearing:	February 27, 2023
Public Hearing Body:	Planning Commission
Applicant:	Anish Patel 234 Westwood Drive Cleveland, MS 38732
Total Acreage:	0.66 acres
Existing Zone:	Planned Commercial (C-4)
Location of Design Review Application	East side of Airways Blvd. on Physicians Lane
Comprehensive Plan Designation:	Office

Staff Comments:

The applicant is requesting design review approval for a 3,070 sq. ft. office building to be located on lot 3 of Briargate Commercial Subdivision Physicians Lane. The following items were submitted:

<u>Building Elevations:</u>

The building is designed as a single store structure with a flat raised parapet roof line which slopes to the rear of the building for run off purposes. The building is proposed as a mixture of brick shown in Clayton Falls gray and Old Biscayne tan. Additionally, the applicant uses nichiha board in a dark gray shown as Shadow. The building has a partial wrap around porch on the east elevation where the entrance to the building is shown which is shown with a prefinished dark bronze metal roof. This area of the building is shown in the Clayton Falls gray brick. Once past the covered porch area, the applicant changes to the nichihia board to complete the front elevation and then wraps the corner of the building. The nichihia board continues along the façade above the window line along the remainder of the building. Below this band the applicant is using both the Clayton Falls gray brick and the Old Biscayne tan brick. Accent materials have been used on both the east elevation and the south elevation which include exposed cedar wood for posts along the porch line and metal panels to break up the south elevation wall line. Two types of windows have been proposed- the storefront windows are large paned squares with black framework. The second window type is a paneless small rectangular window that is used above standing height of the building. Barrier blocks have been added along the south elevation to further secure the building.

<u>Landscaping:</u>

The applicant is showing the following list of materials for the landscape design:
Shade trees: Southern Red Oak caliper at 2.5-3" caliper

Ornamental trees: Sweetbay Magnolia at 25 gallon minimum, Jane Magnolias at 15 gallon minimum
Shrubs: Softtouch holly with a 3 gallon minimum; loropetalum and cleyera with a 5 gallon minmum and Sweet Olive with a 7 gallon minimum. Additional shrubs include red cemellias with an unidentified size.
Additional materials include Bermuda grass and seasonal color.

The applicant shows the red oak shade trees along the road frontage with two being planted along the west end of the parking lot and another in a plating bed at the point of access to the site. Both of the planting beds include a single line of shurbs with a mixture of the cleyera and the soft touch holly. The parking lot medians incorporate two Sweetbay Magnolias which are also shown to be planting in a tight line around the trash enclosure. The perimeter of the parking lot which is along the front elevation of the building shows a single line of lorapetalum that is capped off at each end with a Jane magnolia. Along the building perimeter the applicant shows several seasonal color beds that also incorporate a Jane magnolia with a single line of the cleyera. Additional shrubs shown on the building perimeter include two clusters of the red Camilla on the south elevation, Sweet touch holly on the west side of the building along the sidewalk area and Sweet Olive on the east side of the building.

The applicant has submitted a lighting spec which is shown as a modern single pole with a reflective disk mounted above the pole via two connecting steel beams. The color options have been submitted as black, white, bronze and silver.

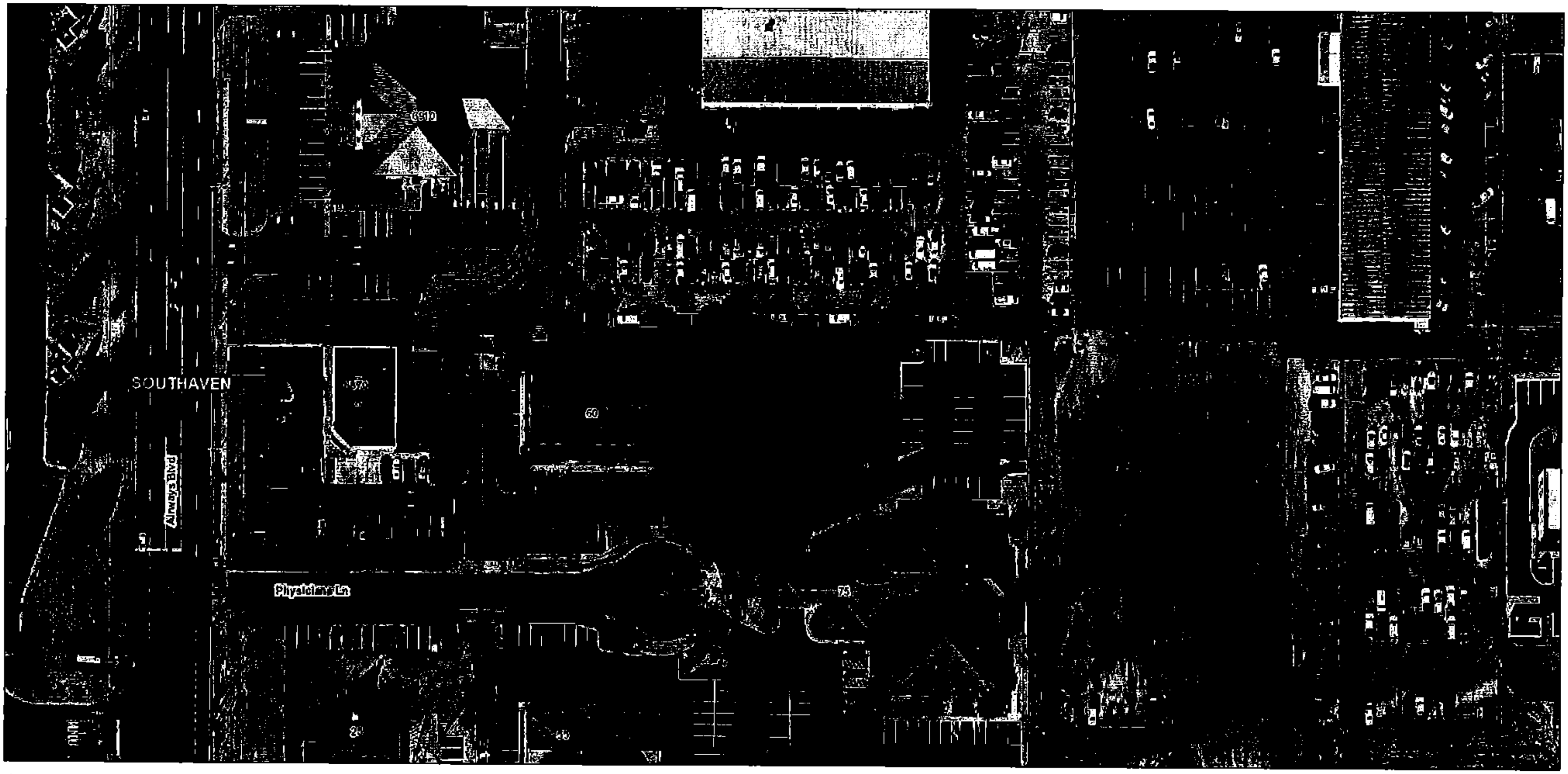
Staff Recommendations:

Staff believes the proposed elevations provide a nice neutral mixture of colors and materials. Staff has no comments regarding the building.

The applicant has provided a nice landscape design and material chart. The shade trees need to be adjusted to show the minimum of 3-3.5" caliper sizing. The ornamental should show a consistent 2-2.5" or 8-10 height minimum and the shrubs should show a five (5) gallon minimum.

The lighting plan submitted shows proper illumination. The applicant will need to stay in the warmer category to prevent the blue lighting concept. The specs shown provide a range from 3000k to 4000k so the applicant will need to identify the final level.

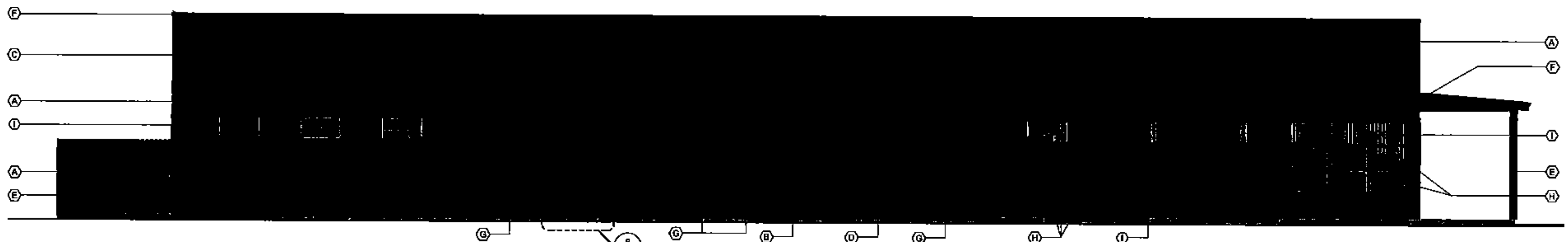
Staff has no further comments and recommends approval.



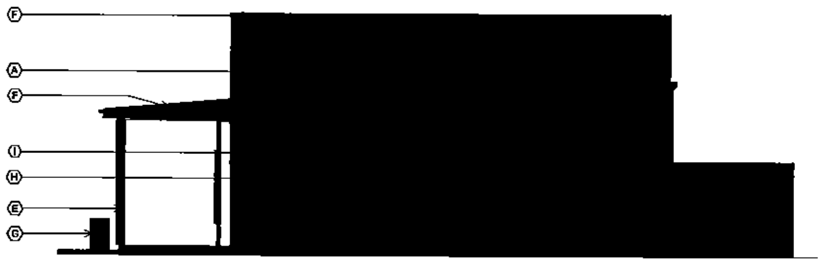
January 12, 2023

1:1,128

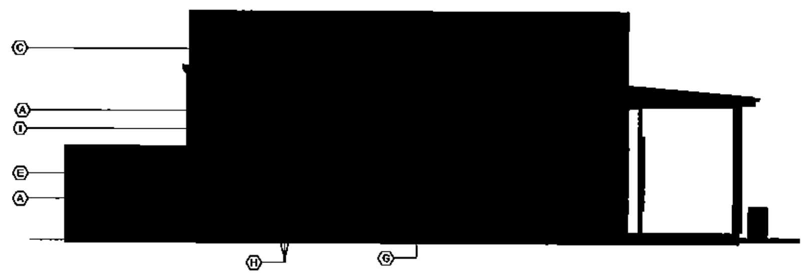
0	0.0125	0.025	0.05 mi
0	0.02	0.04	0.08 km



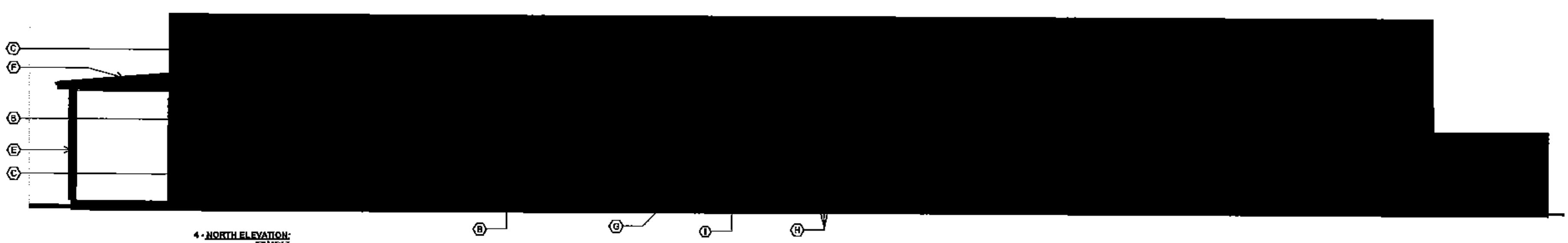
1 - SOUTH ELEVATION:



2 - EAST ELEVATION:



3 - WEST ELEVATION:



4 - NORTH ELEVATION:

GENERAL SHALE BRICK
COLOR: CLAYTON-FALLS
(A)

GENERAL SHALE BRICK
COLOR: OLD-BISCAYNE
(B)

NICHIHA - CORBOSA - SHADOW
(C)

1/2" THICK RUSTY STEEL PANEL
(D)

RED CEDAR WOOD COLUMNS:
RED CEDAR WOOD GATE:
(E)

CANOPY ROOF - ALUCOBOND:
PREFINISHED METAL COPING:
NEWAGE DARK BRONZE
(F)

STEEL POST:
CONCRETE BARRIER:
DOWNSPOUTS:
COLOR BLACK
(G)

STOREFRONT
EXTRA-DARK-BRONZE:
(H)

STOREFRONT GLASS:
GRAYLITE II + CLEAR
BY VITRO - ARCHITECTURAL GLASS
(I)

5 - MATERIALS LEGEND:

WINDOW SCREEN ELEVATION:

6 - WINDOW SCREEN ELEV:

SHEET TITLE:
EXTERIOR ELEVATIONS

NEW OFFICE BUILDING

TRACC DESIGN

DATE:
01/26/2023

SCALE:
1/4"=1'-0"

SHEET:
A3.1

City of Southaven
Office of Planning and Development
Subdivision Staff Report

Date of Hearing:	February 27, 2023
Public Hearing Body:	Planning Commission
Applicant:	Desoto District, LLC c/o Spence Ray 1468 Kimbrough Road Suite 103 Germantown, TN 38138 901-754-7774
Total Acreage:	0.953 acres
Existing Zone:	Planned Unit Development (Snowden Farms)
Location of Subdivision Application	North side of Nail Road, west of Getwell Road
Comprehensive Plan Designation:	Mixed Use

Staff Comments:

The applicant is requesting subdivision approval to dedicate right of way for Silo Square Lane South from the Silo Square PUD southern boundary down to Nail Road. The proposed ROW is shown at fifty (50) feet wide with approximately 470' linear feet. The application submitted is solely for right of way dedication to allow circulation of traffic from both the Silo Square area to the north as well as the developments of Provost and Deerchase to the south. The ROW design is compliant with the existing Silo Square Lane South which is already in place.

Staff Recommendations:

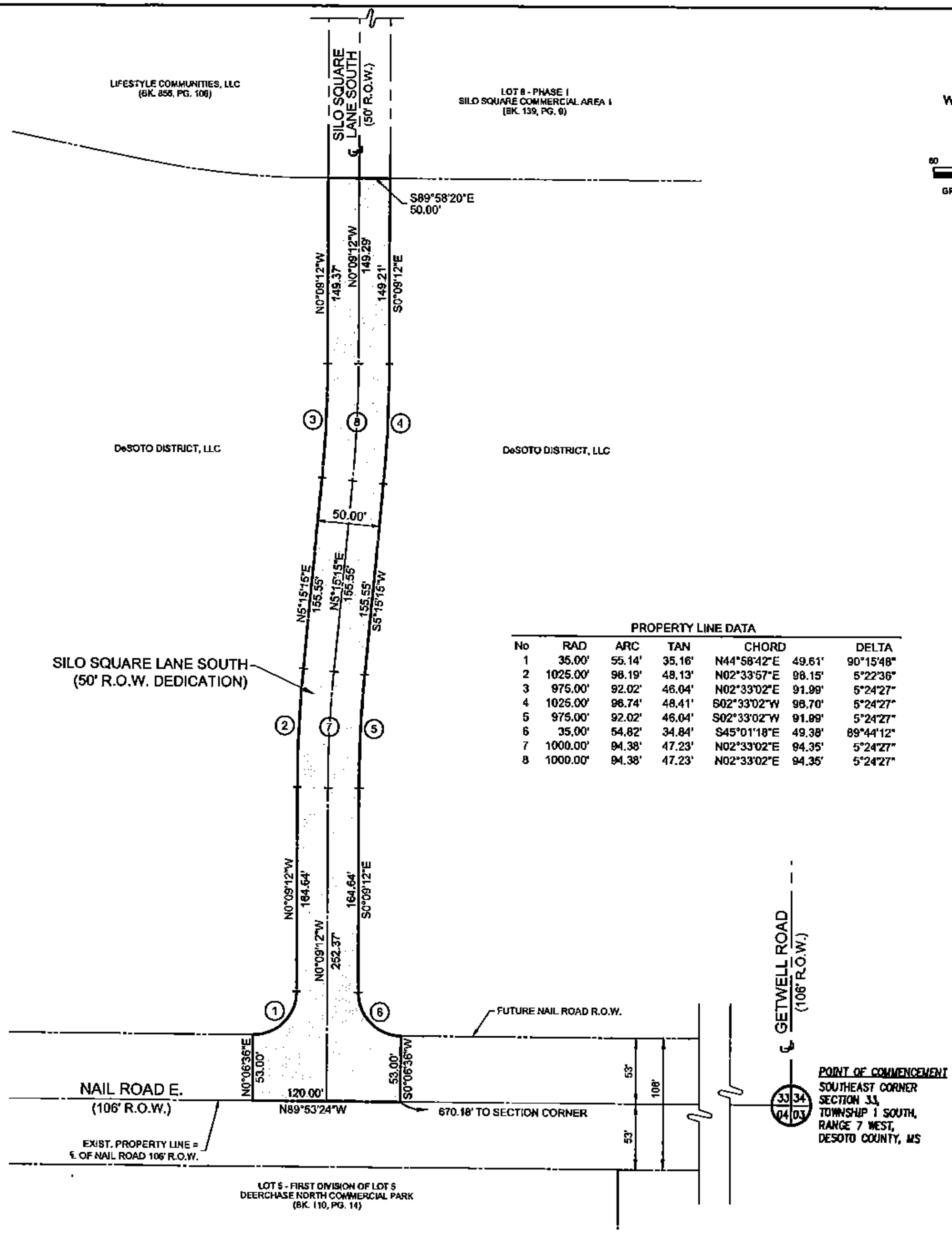
Staff believes that this extension of Silo Square Lane South will alleviate traffic concerns for regular traffic as well as event traffic. The extension is compliant with the overall master plan for Snowden Farms and the Silo Square PUD designed their portion of the road with a stub out to allow extension when ready. Staff has no comments and recommends approval as submitted.

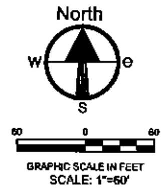
February 23, 2023

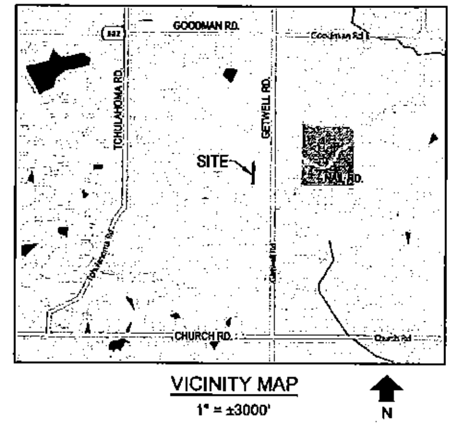
1:2,257

0 0.0275 0.055 0.11 mi

0 0.0425 0.085 0.17 km







VICINITY MAP
1" = ±3000'

PROPERTY LINE DATA

No	RAD	ARC	TAN	CHORD		DELTA
1	35.00'	55.14'	35.16'	N44°58'42"E	49.61'	90°15'48"
2	1025.00'	98.19'	48.13'	N02°33'57"E	98.15'	5°22'36"
3	975.00'	92.02'	46.04'	N02°33'02"E	91.99'	5°24'27"
4	1025.00'	96.74'	48.41'	S02°33'02"W	96.70'	5°24'27"
5	975.00'	92.02'	46.04'	S02°33'02"W	91.99'	5°24'27"
6	35.00'	54.82'	34.84'	S45°01'18"E	49.38'	89°44'12"
7	1000.00'	94.38'	47.23'	N02°33'02"E	94.35'	5°24'27"
8	1000.00'	94.38'	47.23'	N02°33'02"E	94.35'	5°24'27"

TBM - SITE BENCHMARK:
TOP OF AN EXISTING SMH LOCATED ON THE S/SIDE OF NAIL ROAD, ±11.7 FEET SOUTH & ±4.7 FEET EAST OF THE NORTHWEST CORNER OF FIRST DIVISION OF LOT 5 DEERCHASE NORTH COMMERCIAL PARK BK. 110, PG. 14.
ELEVATION = 396.79 (NAVD88).

FEMA NOTE:
THIS PROPERTY IS LOCATED IN ZONE X, DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP, MAP NO. 28033C0079H EFFECTIVE DATE: MAY 5, 2014.

The Reaves Firm
Engineering
Planning
Landscape Architecture
Land Surveying

JOB # 22-0191

SNOWDEN FARMS P.U.D.
PART OF DISTRICTS 11 & 19

SILO SQUARE LANE SOUTH
RIGHT-OF-WAY DEDICATION PLAT

SECTION 33, TOWNSHIP 1 SOUTH, RANGE 7 WEST
SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI

ZONING: PUD
TOTAL AREA: 41,535 S.F. / 0.954 ACRES

OWNER: DeSOTO DISTRICT, LLC
FEBRUARY 2023
SHEET 1 of 2

OWNER'S CERTIFICATE:

I/We, DeSOTO DISTRICT, LLC ________, owner or authorized representative of the owner of the property, hereby adopt this as my plan of subdivision and dedicate the right-of-way for the roads as shown hereon to the public use forever, and reserve for the public utilities the utility easements shown on the plat. I/We certify that I/we am/are the owner(s) in fee simple of the property and that no taxes have become due and payable. This the ________ day of ______________, 2023.

Signature of owner or authorized representative

M. Spence Ray, Member of DeSoto District, LLC
Printed Name, Title and Corporation

NOTARY'S CERTIFICATE :

State of Tennessee
County of Shelby

Personally appeared before me, the undersigned authority in and for said county and state, on this ____ day of __________, 2023, within my jurisdiction, the within named M. SPENCE RAY, who acknowledged that he is the MEMBER of DeSOTO DISTRICT, LLC ________, a Tennessee limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Notary Public

Printed Name: ____________________
My Commission Expires: ______________

MORTGAGEE'S CERTIFICATE

BANKPLUS, Mortgagee of the property hereon, hereby adopt this as our plan of subdivision and dedicate the right-of-way for the roads and utility easements as shown on the plat of subdivision to the City of Southaven, Mississippi, for public use forever. I certify that I am the mortgagee in fee simple of the property, and that no taxes have become due and payable. This the ______ day of __________, 2023.

By: ________________________ Title: ________________________

Bryant Cashion, Sr. Vice President of Bankplus
Printed Name, Title and Corporation

NOTARY'S CERTIFICATE (Corporate/Financial Institution)

State of Mississippi
County of DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on the ______ day of ______________, 2023, within my jurisdiction, the within named Bryant Cashion, who acknowledged that he is Sr. Vice President of Bankplus, and that for and on behalf of the said corporation, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My commission expires

Notary public

ENGINEER'S CERTIFICATE:

This is to certify that I have drawn this subdivision shown hereon and the plat of same is accurately drawn from information from a ground survey by The Reaves Firm, Inc. date __________.

By

Certificate No.

Date

PLANNING COMMISSION CERTIFICATE:

Approved by the Southaven Planning Commission on this the ______ day of __________, 2023.

Chairperson of the Planning Commission

Secretary of the Planning Commission

CITY OF SOUTHAVEN
MAYOR AND BOARD OF ALDERMAN CERTIFICATE:

Approved by the Mayor and Board of Alderman of the City of Southaven on this the ______ day of __________, 2023.

Mayor of Southaven

City Clerk of Southaven

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I hereby certify that the subdivision plat shown hereon was filed for record in my office at ______ o'clock ___m. on the ______ day of ______________, 2023, and was immediately entered upon the proper indexes and duly recorded in Plat Book ______ at Page ______.

Chancery Court

The Reaves Firm
Engineering
Planning
Landscape Architecture
Land Surveying

JOB # 22-0191

SNOWDEN FARMS P.U.D.
PART OF DISTRICTS 11 & 19

SILO SQUARE LANE SOUTH
RIGHT-OF-WAY DEDICATION PLAT

SECTION 33, TOWNSHIP 1 SOUTH, RANGE 7 WEST
SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI

ZONING: PUD
TOTAL AREA: 41,535 S.F. / 0.954 ACRES

OWNER: DeSOTO DISTRICT, LLC
FEBRUARY 2023
SHEET 2 of 2

The City of Southaven Docket Recap
MARCH 7, 2023

General Fund		**1,119,483.64**
Balance Sheet	110.00	
Mayor Admin	4,851.67	
Board of Aldermen	-	
Arts And Cultural Affairs	5,725.00	
Court	4,449.83	
Finance & Administration	2,341.06	
Information Technology	38,982.19	
City Clerk	4,893.97	
Operations Department	2,851.52	
Planning & Engineering	5,515.78	
Emergency Services	4,087.39	
Police	425,019.71	
Fire	75,001.87	
Fire Prevention	-	
EMS	17,859.71	
Public Works	136,945.02	
Streets	12,119.94	
Parks	65,589.20	
Park Tournaments	59,340.81	
Code Enforcement	3,960.19	
City Fuel	-	
Expense Accounts	83,061.55	
Administrative Expenses	-	
Litigation	1,689.23	
Liability Insurance	165,088.00	
Professional Dues	-	
Bond Funded CAP Proj		12,735.39
Tourist & Convention		345,696.57
Debt Service		-
Utility Fund		591,878.55
Sanitation Fund		13,725.59
Payroll Fund		27,375.14
DOCKET TOTAL		**2,110,894.88**

YEAR/PERIOD: 2022/1 TO 2023/6

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0010			GENERAL FUND				
0010	500700			RECREATIONAL FEES			
037174	FORD LATASHA	2-21-23	0	2023 5 INV A	55.00	C-030723	SPORT REFUND- MOVIN
037175	PETERS SCOTT	2-15-23	0	2023 5 INV A	55.00	C-030723	PLAYING IN OLIVE BR
				ACCOUNT TOTAL	110.00		
			ORG 0010	TOTAL	110.00 •		
111			MAYOR ADMIN DEPARTMENT				
111	622100			PROFESSIONAL SERVICES			
007507	DESOTO COUNTY ECONOM	7954	0	2023 5 INV A	25.00	C-030723	QUARTERLT LUNCHEON
				ACCOUNT TOTAL	25.00		
111	626900			TRAVEL & TRAINING			
001339	CREDIT CARD CENTER	2-18-23	0	2023 6 INV A	756.81	C-030723	CADENCE BANK CREDIT
002087	MS MUNICIPAL LEAGUE	35934	0	2023 5 INV A	1,150.00	C-030723	MML 2023 YOUTH SUMM
				ACCOUNT TOTAL	1,906.81		
			ORG 111	TOTAL	1,931.81 •		
120			FOREVER YOUNG SENIOR SERVIES				
120	622100			PROFESSIONAL FEES			
004489	JOHNSON CINDY	250-23	0	2023 6 INV A	630.00	C-030723	AEROBIS'S INST
004545	FIRST CHOICE CATERIN	217-23	0	2023 5 INV A	4,195.00	C-030723	FOREVER YOUNG LUNCH
013370	CAIN, MARY	2-20-23	0	2023 5 INV A	180.00	C-030723	LINE DANCE
017200	SMITH JOYCE W	131-23	0	2023 5 INV A	180.00	C-030723	INSTRUCTOR
034001	ABBOTT GARY R	2-23	0	2023 5 INV A	150.00	C-030723	LUNCHEON DJ
				ACCOUNT TOTAL	5,335.00		
			ORG 120	TOTAL	5,335.00 •		
125			COURT DEPARTMENT				
125	621500			COURT BOND REFUND			
037118	ROSS JOSHUA BRYAN	2-15-2023	0	2023 5 INV A	150.00	C-030723	CASH BOND REFUND
037119	WEBSTER KATHRYN TAYL	2-15-2023	0	2023 5 INV A	400.00	C-030723	CASH BOND REFUND
037120	WHITTING BRANDON TYR	2-15-2023	0	2023 5 INV A	187.00	C-030723	CASH BOND REFUND
037121	COLLINS SYMONE LANAE	2-15-2023	0	2023 5 INV A	500.00	C-030723	CASH BOND REFUND
037122	RATLIFF III CHARLIE	2-15-2023	0	2023 5 INV A	400.00	C-030723	CASH BOND REFUND

YEAR/PERIOD: 2022/1 TO 2023/6

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
037123 JAMES JR TARVAS LEVO	2-15-2023	0	2023 5 INV A	87.00	C-030723		CASH BOND REFUND
037135 BRADLEY TANERIA LYNI	2-15-2023	0	2023 5 INV A	200.00	C-030723		CASH BOND REFUND
037136 MCKAMIE KYLE THOMAS	2-17-2023	0	2023 5 INV A	11.00	C-030723		CASH BOND REFUND
037145 PINE PEYTON NIKOLE	2-22-23	0	2023 5 INV A	200.00	C-030723		CASH BOND REFUND
037146 MAYS ARTERIO DEMOND	2-22-23	0	2023 5 INV A	23.00	C-030723		CASH BOND REFUND
037147 ARMOUR REYNA YZZABEL	2-22-23	0	2023 5 INV A	150.00	C-030723		CASH BOND REFUND
037148 WILKINS YOKO TYREESE	2-22-23	0	2023 5 INV A	72.00	C-030723		CASH BOND REFUND
037149 TURNER KARISA MARIE	2-22-23	0	2023 5 INV A	49.00	C-030723		CASH BOND REFUND
037150 MOORE JASMINE SHEREL	2-22-23	0	2023 5 INV A	500.00	C-030723		CASH BOND REFUND
			ACCOUNT TOTAL	2,929.00			
125 621501			COURT FINES				
024253 AMERICAN MUNICIPAL S	56146	0	2023 5 INV A	85.00	C-030723		COLLECTION FEES JAN
			ACCOUNT TOTAL	85.00			
125 621505			COURT SUPPLIES				
007600 ODP BUSINESS	292302287001	0	2023 5 INV A	24.21	C-030723		INV & OFFICE SUPPLI
007823 AMERICAN PAPER & TWI	4572757	0	2023 6 INV A	71.00	C-030723		JUMBO TOILET TISSUE
014117 MADISON SIGNS LLC	16419	0	2023 5 INV A	475.00	C-030723		CONTINUANCE ORDERS
022719 UMB CARD SERVICES	2-24-23	0	2023 6 INV A	5.55	C-030723		UMB CREDIT CARD 02-
029120 YOUNG LEASING CO	INV6192404	0	2023 5 INV A	56.67	C-030723		COURT ROOM COPIERS
029120 YOUNG LEASING CO	INV6194621	0	2023 5 INV A	230.34	C-030723		COURT OFFICE COPIER
				287.01			
			ACCOUNT TOTAL	862.77			
125 622100			PROFESSIONAL SERVICES				
023431 SMITH CHARLES NICK	2-15-2023	0	2023 5 INV A	200.00	C-030723		SPECIAL JUDGE-FEB 1
032060 ROMAN RUTH	2-10-2023	0	2023 5 INV A	50.00	C-030723		TRANSLATION SERVICE
036277 ROBERT W. JOHNSON	2-22-23	0	2023 5 INV A	200.00	C-030723		SPECIAL PROSECUTOR
			ACCOUNT TOTAL	450.00			
			ORG 125 TOTAL	4,326.77			

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
145				DEPARTMENT OF FINANCE & ADMIN						
145	610400			OFFICE SUPPLIES						
037180	CORNISH LEIGH	2-28-23	0	2023 5	INV	A	42.77	C-030723		PRINTER INK FOR HOM
				ACCOUNT TOTAL			42.77			
145	626900			TRAVEL & TRAINING						
001339	CREDIT CARD CENTER	2-18-23	0	2023 6	INV	A	2,134.00	C-030723		CADENCE BANK CREDIT
				ACCOUNT TOTAL			2,134.00			
				ORG 145 TOTAL			2,176.77*			
150				INFORMATION TECHNOLOGY						
150	610500			COMPUTERS						
005044	LOWE'S HOME CENTERS,	2-23-23	0	2023 6	INV	A	11.86	C-030723		LOWES 1/9/23-2/23/2
026785	BEST BUY	6853524	0	2023 5	INV	A	48.99	C-030723		WIRELESS KEYBOARD &
033293	METRIX SOLUTIONS LLC	M88894	0	2023 5	INV	A	12,200.00	C-030723		EMAIL SECURITY & AR
035294	ZOHO CORPORATION	2363284	23000204	2023 5	INV	A	13,041.00	C-030723		Inventory Managemen
				ACCOUNT TOTAL			25,301.85			
150	610550			NETWORK CONNECTIVITY						
000952	TYLER TECHNOLOGIES	45-409547	0	2023 5	INV	A	12,916.07	C-030723		QUARTERLY PAYMENT
				ACCOUNT TOTAL			12,916.07			
				ORG 150 TOTAL			38,217.92 *			
155				CITY CLERK						
155	610400			OFFICE SUPPLIES						
000424	A 2 Z ADVERTISING	65029	0	2023 5	INV	A	616.00	C-030723		CARDIGANS & JACKETS
007600	ODP BUSINESS	292302287001	0	2023 5	INV	A	14.76	C-030723		INV & OFFICE SUPPLI
014117	MADISON SIGNS LLC	16402	0	2023 5	INV	A	91.00	C-030723		BUSINESS CARDS ALYS
026785	BEST BUY	6791273	0	2023 5	CRM	A	-87.90	C-030723		CREDIT
026785	BEST BUY	6794129	0	2023 5	INV	A	109.99	C-030723		ACER AMERICA CORP
026785	BEST BUY	6802337	0	2023 5	INV	A	109.99	C-030723		ACER AMERICA CORP
							132.08			
037004	SLEDGE CO DESIGNS LL	804	0	2023 5	INV	A	350.00	C-030723		SHIRTS
				ACCOUNT TOTAL			1,203.84			
155	610401			OFFICE SUPPLY-INVENTORY						

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
007600 ODP BUSINESS	292301731001	0	2023 5 INV A	175.36	C-030723		DEPOSIT BAGS
007600 ODP BUSINESS	292302287001	0	2023 5 INV A	1.82	C-030723		INV & OFFICE SUPPLI
				177.18			
007823 AMERICAN PAPER & TWI	4556752	0	2023 5 INV A	568.00	C-030723		PAPER & JANITORIAL
			ACCOUNT TOTAL	745.18			
155 622100			PROFESSIONAL SERVICES				
029120 YOUNG LEASING CO	INV6162937	0	2023 5 INV A	308.28	C-030723		AAA43225 NICOLES CO
029120 YOUNG LEASING CO	INV6162938	0	2023 5 INV A	181.97	C-030723		AAA44737 ANDREA'S C
029120 YOUNG LEASING CO	INV6194623	0	2023 5 INV A	244.71	C-030723		AAA52195 CITY CLERK
029120 YOUNG LEASING CO	INV6194625	0	2023 5 INV A	135.50	C-030723		AAA63652- BUSINESS
				870.46			
			ACCOUNT TOTAL	870.46			
155 625700			TELEPHONE & POSTAGE				
000971 PITNEY BOWES GLOBAL	2-23-23	0	2023 5 INV A	1,500.00	C-030723		POSTAGE CLERK OFFIC
			ACCOUNT TOTAL	1,500.00			
155 626100			ADVERTISING				
001185 DESOTO TIMES-TRIBUNE	300152773	0	2023 5 INV A	56.38	C-030723		NTB CITY PARKS IMPR
001185 DESOTO TIMES-TRIBUNE	300152780	0	2023 5 INV A	15.60	C-030723		CUP TITI, LLC FULL
001185 DESOTO TIMES-TRIBUNE	300152810	0	2023 5 INV A	60.88	C-030723		NTB GB & RASCO TRAF
001185 DESOTO TIMES-TRIBUNE	300152865	0	2023 6 INV A	107.00	C-030723		CUP HOTEL
				239.86			
			ACCOUNT TOTAL	239.86			
			ORG 155 TOTAL	4,559.34 *			
160	FACILITIES						
160 611000			MATERIALS				
005044 LOWE'S HOME CENTERS,	2-23-23	0	2023 6 INV A	608.77	C-030723		LOWES 1/9/23-2/23/2
013367 WOODSON & BOZEMAN	3238728	0	2023 5 INV A	59.09	C-030723		RANGE A/C REPAIRS
013367 WOODSON & BOZEMAN	3238731	0	2023 5 INV A	359.63	C-030723		ARENA MOTOR REPLACE
				418.72			
028212 UNITED REFRIGERATION	88765488	0	2023 5 INV A	18.67	C-030723		HVAC MAINT
028212 UNITED REFRIGERATION	88786723	0	2023 5 CRM A	-87.58	C-030723		CREDIT MATERIALS
028212 UNITED REFRIGERATION	88791236	0	2023 5 INV A	80.02	C-030723		MATERIALS
028212 UNITED REFRIGERATION	88802838	0	2023 5 INV A	34.55	C-030723		PUBLIC WORKS RENNOV
028212 UNITED REFRIGERATION	88802838-00	0	2023 5 INV A	650.40	C-030723		PUBLIC WORKS RENNOV
028212 UNITED REFRIGERATION	88844977	0	2023 5 INV A	51.42	C-030723		PUBLIC WORKS RENNOV
028212 UNITED REFRIGERATION	88866606	0	2023 5 INV A	91.68	C-030723		SNOWDEN HOUSE NEW T

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
028212 UNITED REFRIGERATION	88884342	0	2023 5 INV A	62.22	C-030723		HEAT TRACE EQUIP
				901.38			
			ACCOUNT TOTAL	1,928.87			
160 612500			UNIFORMS				
037143 MELENDEZ EDGAR R	2-19-23	0	2023 5 INV A	100.00	C-030723		UNIFORM REIMBURSEME
			ACCOUNT TOTAL	100.00			
			ORG 160 TOTAL	2,028.87			
180			PLANNING / ENGINEERING DEPT				
180 611300			MOTOR VEH REPAIRS/MAINT				
022896 VALVOLINE LLC	191288	0	2023 5 INV A	48.43	C-030723		VEHICLE MAINT
022896 VALVOLINE LLC	191295	0	2023 5 INV A	133.40	C-030723		VEHICLE MAINT
				181.83			
			ACCOUNT TOTAL	181.83			
180 612500			UNIFORMS				
037004 SLEDGE CO DESIGNS LL	804	0	2023 5 INV A	250.00	C-030723		SHIRTS
			ACCOUNT TOTAL	250.00			
180 622100			PROFESSIONAL FEES				
000952 TYLER TECHNOLOGIES	45-408946	0	2023 5 INV A	740.00	C-030723		TYLER TECH REMOTE T
000952 TYLER TECHNOLOGIES	45-410342	0	2023 5 INV A	1,480.00	C-030723		TYLER TECH REMOTE T
				2,220.00			
009736 ESRI, INC	94413635	0	2023 5 INV A	606.00	C-030723		ARC GIS ANNUAL SUBS
025688 ROSE JUNE	2-23-23	0	2023 5 INV A	100.00	C-030723		PLANNING COMMISSION
025688 ROSE JUNE	2-28-23	0	2023 5 INV A	100.00	C-030723		PLANNING COMMISSION
				200.00			
025689 ENGLISH CINDY	2-23-23	0	2023 5 INV A	100.00	C-030723		PLANNING COMMISSION
025689 ENGLISH CINDY	2-28-23	0	2023 5 INV A	100.00	C-030723		PLANNING COMMISSION
				200.00			
025693 BREWER WILLIAM JOSEP	2-23-23	0	2023 5 INV A	100.00	C-030723		PLANNING COMMISSION
025693 BREWER WILLIAM JOSEP	2-28-23	0	2023 5 INV A	100.00	C-030723		PLANNING COMMISSION
				200.00			
025694 CAMP JOHN	2-23-23	0	2023 5 INV A	100.00	C-030723		PLANNING COMMISSION
025694 CAMP JOHN	2-28-23	0	2023 5 INV A	100.00	C-030723		PLANNING COMMISSION

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S		WARRANT	CHECK	DESCRIPTION
					200.00			
027031 LEEKE KEVIN	2-28-23	0	2023 5	INV A	100.00	C-030723		PLANNING COMMISSION
029239 UPCHURCH DINK	2-28-23	0	2023 5	INV A	100.00	C-030723		PLANNING COMMISSION
032389 MOORE BEN A	2-23-23	0	2023 5	INV A	100.00	C-030723		PLANNING SOMMISSION
032389 MOORE BEN A	2-28-23	0	2023 5	INV A	100.00	C-030723		PLAANING COMMISSION
					200.00			
034086 JAMES CHRIS	2-23-23	0	2023 5	INV A	100.00	C-030723		PLANNING COMMISSION
034086 JAMES CHRIS	2-28-23	0	2023 5	INV A	100.00	C-030723		PLANNING COMMISSION
					200.00			
			ACCOUNT TOTAL		4,226.00			
		ORG 180	TOTAL		4,657.83•			
211		POLICE DEPARTMENT						
211 610100			CLEANING SUPPLIES					
007823 AMERICAN PAPER & TWI	4566867	0	2023 5	INV A	423.64	C-030723		JANITORIAL SUPPLIES
007823 AMERICAN PAPER & TWI	4566868	0	2023 5	INV A	542.22	C-030723		JANITORIAL SUPPLIES
007823 AMERICAN PAPER & TWI	4571376	0	2023 5	INV A	112.72	C-030723		BLACK TRASH BAGS
007823 AMERICAN PAPER & TWI	4572631	0	2023 6	INV A	112.72	C-030723		BLACK TRASH BAGS (H
007823 AMERICAN PAPER & TWI	4572711	0	2023 6	INV A	35.88	C-030723		GOJO SOAP REFILL
007823 AMERICAN PAPER & TWI	4572712	0	2023 6	INV A	35.88	C-030723		GOJO SOAP REFILL (W
					1,263.06			
			ACCOUNT TOTAL		1,263.06			
211 610400			OFFICE SUPPLIES					
007600 ODP BUSINESS	2906924253001	0	2023 5	INV A	503.98	C-030723		KERN DESK
007600 ODP BUSINESS	2907108911001	0	2023 5	INV A	1,199.97	C-030723		KERN OFFICE
007600 ODP BUSINESS	290757479001	0	2023 5	INV A	113.78	C-030723		OFFICE SUPPLIES
007600 ODP BUSINESS	292743104001	0	2023 5	INV A	54.80	C-030723		DC SUPPLIES
007600 ODP BUSINESS	292744887001	0	2023 5	INV A	171.99	C-030723		DC SUPPLIES
007600 ODP BUSINESS	292744889001	0	2023 5	INV A	34.99	C-030723		DC SUPPLIES
					2,079.51			
			ACCOUNT TOTAL		2,079.51			
211 611300			MAINTENANCE VEHICLES					
000543 COMSERV SERVICES	732005522-1	0	2023 6	INV A	1,570.95	C-030723		3165 REPLACE PUSH B
000887 JIMMY GRAY CHEVROLET	702076	0	2023 5	INV A	164.96	C-030723		3102 LATCH
001114 UNION AUTO PARTS	2523513	0	2023 5	INV A	31.22	C-030723		3213 SENSOR

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001114 UNION AUTO PARTS	2525101	0	2023 5	INV	A	269.85	C-030723		3191 THERMOSTAT
001114 UNION AUTO PARTS	2525918	0	2023 5	INV	A	151.73	C-030723		3237 LAMP
001114 UNION AUTO PARTS	2526901	0	2023 5	INV	A	108.50	C-030723		3102 BRAKE PADS
001114 UNION AUTO PARTS	2526938	0	2023 5	INV	A	206.65	C-030723		3102 RADIATOR
						767.95			
005044 LOWE'S HOME CENTERS,	2-23-23	0	2023 6	INV	A	31.33	C-030723		LOWES 1/9/23-2/23/2
007304 O'REILLYS AUTO PARTS	6399-142260	0	2023 5	INV	A	231.03	C-030723		3237 BRAKES
007304 O'REILLYS AUTO PARTS	6399-142767	0	2023 5	CRM	A	-287.82	C-030723		CREDIT SHOP PARTS
007304 O'REILLYS AUTO PARTS	6399-142768	0	2023 5	INV	A	215.82	C-030723		SHOP PARTS
007304 O'REILLYS AUTO PARTS	6399-142770	0	2023 5	INV	A	39.99	C-030723		SHOP PARTS
007304 O'REILLYS AUTO PARTS	6399-143120	0	2023 5	INV	A	27.00	C-030723		3225 FUSE
						226.02			
017308 GENTRY GLASS	27188	0	2023 5	INV	A	685.00	C-030723		3139 MOULDINGS
019700 CHOICE TOWING	76534	0	2023 5	INV	A	50.00	C-030723		3190 TOW
019700 CHOICE TOWING	76541	0	2023 5	INV	A	50.00	C-030723		3225 TOW
019700 CHOICE TOWING	76672	0	2023 6	INV	A	50.00	C-030723		3223 TOW
						150.00			
034982 ROSS MOTOR COMPANY I	108051	0	2023 5	INV	A	280.50	C-030723		WATER PUMP
034982 ROSS MOTOR COMPANY I	108066	0	2023 5	INV	A	280.50	C-030723		SHOP PARTS
034982 ROSS MOTOR COMPANY I	39747	0	2023 5	INV	A	173.64	C-030723		3213 SENSOR
						734.64			
036575 HERO GRAPHICS	1036	0	2023 5	INV	A	500.00	C-030723		KUBOTA WRAP
037074 PINNACLE NETWORX LLC	16848	0	2023 5	INV	A	349.00	C-030723		HEADREST
			ACCOUNT TOTAL			5,179.85			
211 612500			UNIFORMS						
020832 EMERGENCY EQUIPMENT	479476	0	2023 5	INV	A	294.00	C-030723		KENDRICK, G NEW HIR
020832 EMERGENCY EQUIPMENT	479710	0	2023 6	INV	A	387.00	C-030723		DEVER, DYLAN NEW HI
020832 EMERGENCY EQUIPMENT	479711	0	2023 6	INV	A	350.00	C-030723		WIGGINS, PATRICK NE
020832 EMERGENCY EQUIPMENT	479712	0	2023 5	INV	A	275.00	C-030723		FRANKLIN NEW HIRE
020832 EMERGENCY EQUIPMENT	479799	0	2023 6	INV	A	357.00	C-030723		3 STREAMLIGHTS
020832 EMERGENCY EQUIPMENT	479983	23000186	2023 6	INV	A	600.00	C-030723		MURPHY, MICHAEL UNI
020832 EMERGENCY EQUIPMENT	480042	0	2023 6	INV	A	180.00	C-030723		EQUIPMENT
						2,443.00			
021916 MIDSOUTH SOLUTIONS	196078	0	2023 5	INV	A	1,161.00	C-030723		GAINES, MICHAEL NEW
021916 MIDSOUTH SOLUTIONS	196080	23000017	2023 6	INV	A	500.00	C-030723		HARROLD, ALLEN UNIF
021916 MIDSOUTH SOLUTIONS	196081	23000007	2023 6	INV	A	474.99	C-030723		ROBINSON, JUSTIN UN
021916 MIDSOUTH SOLUTIONS	196089	0	2023 5	INV	A	892.00	C-030723		THORNTON, NICHOLAS

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S		WARRANT	CHECK	DESCRIPTION
021916 MIDSOUTH SOLUTIONS	196097	23000044	2023 6	INV A	90.00	C-030723		BRANNING, MICHEAL U
021916 MIDSOUTH SOLUTIONS	196166	23000008	2023 5	INV A	600.00	C-030723		RYAN, NATHAN UNIFOR
021916 MIDSOUTH SOLUTIONS	196167	23000146	2023 5	INV A	600.00	C-030723		MILLICAN, TIMOTHY U
021916 MIDSOUTH SOLUTIONS	196417	0	2023 5	INV A	103.00	C-030723		RIGGS, ROBERT SHOES
021916 MIDSOUTH SOLUTIONS	196422	23000070	2023 6	INV A	472.98	C-030723		JAFFE, JEFF UNIFORM
021916 MIDSOUTH SOLUTIONS	196743	0	2023 5	INV A	84.00	C-030723		RIGG, ROBERT TIE
021916 MIDSOUTH SOLUTIONS	197112	0	2023 6	INV A	1,288.00	C-030723		BRAMLETT, JON NEW H
021916 MIDSOUTH SOLUTIONS	197210	23000075	2023 6	INV A	500.00	C-030723		CHAFFEN, NIA UNIFOR
021916 MIDSOUTH SOLUTIONS	197211	23000078	2023 6	INV A	493.50	C-030723		BYNUM, BEN UNIFORM
					7,259.47			
			ACCOUNT TOTAL		9,702.47			
211 614000			FUEL & OIL					
017201 BEST-WADE PETROLEUM	1073291	0	2023 6	INV A	959.29	C-030723		55 GAL DRUMS
			ACCOUNT TOTAL		959.29			
211 615500			JAIL FEES					
000964 DESOTO COUNTY SHERIF	2-24-2023	0	2023 5	INV A	686.67	C-030723		INMATE MEDICAL & PH
000964 DESOTO COUNTY SHERIF	2-24-23	0	2023 5	INV A	27,860.00	C-030723		INMATE HOUSING FOR
					28,546.67			
			ACCOUNT TOTAL		28,546.67			
211 622100			PROFESSIONAL SERVICES					
000334 ULINE INC	159632675	0	2023 5	INV A	130.33	C-030723		BINS CLOSET
000334 ULINE INC	159733959	0	2023 5	INV A	160.08	C-030723		BAGS- EVIDENCE
					290.41			
000597 SIRCHIE ACQUISITION	577896-IN	0	2023 5	INV A	771.08	C-030723		EVIDENCE SUPPLIES
000597 SIRCHIE ACQUISITION	587787-IN	0	2023 5	INV A	24.70	C-030723		SHARPS CONTAINER
					795.78			
001390 DPS CRIME LAB	90128120	0	2023 5	INV A	480.00	C-030723		ANALYTICAL FEES
020454 DIRECTFX	M48254	0	2023 5	INV A	920.00	C-030723		TOW BOOKS
022516 PERSONNEL EVALUATION	46964	0	2023 5	INV A	19.40	C-030723		PEP ANSWER SHEETS
029120 YOUNG LEASING CO	INV6184730	0	2023 5	INV A	674.62	C-030723		BOOKING
			ACCOUNT TOTAL		3,180.21			
211 625700			TELEPHONE & POSTAGE					
030081 GC PIVOTAL LLC	INV7351163	0	2023 5	INV A	1,347.70	C-030723		PHONES
			ACCOUNT TOTAL		1,347.70			

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
211 626900			TRAVEL & TRAINING						
001339 CREDIT CARD CENTER	2-18-23	0	2023 6	INV	A	4,813.49	C-030723		CADENCE BANK CREDIT
015262 MS FBINAA	2-16-2023	0	2023 5	INV	A	350.00	C-030723		FBI NATIONAL ACADEM
015688 TEES	2-17-2023	0	2023 5	INV	A	3,250.00	C-030723		COURSE FEES FOR INT
035199 MARK R. SMITH	2-24-23	0	2023 5	INV	A	720.00	C-030723		SPDLETA 23-01 INSTR
			ACCOUNT TOTAL			9,133.49			
211 630400			MACHINERY & EQUIPMENT						
000334 ULINE INC	160073002	0	2023 5	INV	A	69.31	C-030723		TRAFFIC STOP SIGN
022719 UMB CARD SERVICES	2-24-23	0	2023 6	INV	A	1,142.18	C-030723		UMB CREDIT CARD 02-
			ACCOUNT TOTAL			1,211.49			
211 630600			VEHICLES						
029844 KIRK AUTO WORLD INC	D3458	23000136	2023 6	INV	A	37,719.00	C-030723		10 DODGE DURANGO'S
029844 KIRK AUTO WORLD INC	D3489	23000136	2023 6	INV	A	37,719.00	C-030723		10 DODGE DURANGO'S
029844 KIRK AUTO WORLD INC	D3499	23000136	2023 6	INV	A	37,719.00	C-030723		10 DODGE DURANGO'S
029844 KIRK AUTO WORLD INC	D3515	23000136	2023 6	INV	A	37,719.00	C-030723		10 DODGE DURANGO'S
029844 KIRK AUTO WORLD INC	D3516	23000136	2023 6	INV	A	37,719.00	C-030723		10 DODGE DURANGO'S
029844 KIRK AUTO WORLD INC	D3527	23000136	2023 6	INV	A	37,719.00	C-030723		10 DODGE DURANGO'S
029844 KIRK AUTO WORLD INC	D3559	23000136	2023 6	INV	A	37,719.00	C-030723		10 DODGE DURANGO'S
						264,033.00			
036205 PROLOGIC ITS, LLC	INV05639	23000113	2023 6	INV	A	41,354.70	C-030723		COMPUTER EQUIPMENT
			ACCOUNT TOTAL			305,387.70			
211 661800			CONFISCATED FUNDS-LOCAL						
000879 KIRK AUTO COMPANY	21623	23000201	2023 5	INV	A	27,200.00	C-030723		2022 JEEP RENEGADE
022719 UMB CARD SERVICES	2-24-23	0	2023 6	INV	A	579.99	C-030723		UMB CREDIT CARD 02-
036951 DISTRICT ATTORNEY FO	2-15-2023	0	2023 5	INV	A	380.20	C-030723		REIMBURSEMENT TO DI
			ACCOUNT TOTAL			28,160.19			
			ORG 211 TOTAL			396,151.63			
215 EMERGENCY SERVICES									
215 610400			OFFICE SUPPLIES						
029120 YOUNG LEASING CO	INV6176258	0	2023 5	INV	A	116.74	C-030723		INK FOR PRINTER
			ACCOUNT TOTAL			116.74			
215 626900			TRAVEL & TRAINING						

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001339 CREDIT CARD CENTER	2-18-23	0	2023 6	INV	A	1,867.10	C-030723		CADENCE BANK CREDIT
020015 NENA	200029370	0	2023 6	INV	A	595.00	C-030723		CTO CLASS
			ACCOUNT TOTAL			2,462.10			
			ORG 215 TOTAL			2,578.84			
290		FIRE DEPARTMENT							
290 610100			CLEANING SUPPLIES						
007823 AMERICAN PAPER & TWI	4549702CR-1	0	2023 6	CRM	A	-460.62	C-030723		CREDIT FOR RETURN O
007823 AMERICAN PAPER & TWI	4563253	0	2023 5	INV	A	285.80	C-030723		PAPER TOWELS FIRE S
						-174.82			
			ACCOUNT TOTAL			-174.82			
290 610600			COMPUTER LICENSE						
000952 TYLER TECHNOLOGIES	25-401477	23000207	2023 6	INV	A	7,861.00	C-030723		MobileEyes Inspecto
000952 TYLER TECHNOLOGIES	25-406751	0	2023 6	CRM	A	-623.00	C-030723		CREDIT
						7,238.00			
			ACCOUNT TOTAL			7,238.00			
290 611000			MATERIALS						
000196 MAGNOLIA SUPPLY & SE	46595	0	2023 5	INV	A	209.84	C-030723		CASE OF 32OZ RAYON
005044 LOWE'S HOME CENTERS,	2-23-23	0	2023 6	INV	A	226.74	C-030723		LOWES 1/9/23-2/23/2
015230 MY-LOR. INC.	4915	0	2023 5	INV	A	25.40	C-030723		2 ID TAGS
033106 CITIZENPRIME LLC	56233	0	2023 5	INV	A	129.73	C-030723		FIRE FIGHTING HOSE
			ACCOUNT TOTAL			591.71			
290 611300			MAINTENANCE VEHICLES						
000189 HOMER SKELTON FORD	6159391	0	2023 5	INV	A	263.58	C-030723		REPAIRS TO FIRE 297
000189 HOMER SKELTON FORD	6159402	0	2023 5	INV	A	710.45	C-030723		REPAIRS TO UNIT 4,
						974.03			
000223 CROW'S TRUCK SERVICE	R101026043-01	0	2023 6	INV	A	4,269.00	C-030723		REPAIRS TO ENG 3 FL
000650 G & W DIESEL SERVICE	387922	0	2023 5	INV	A	11,875.89	C-030723		REPAIRS TO ENG 1 FL
007304 O'REILLYS AUTO PARTS	1791-211545	0	2023 5	INV	A	79.45	C-030723		WIPER FLUID & (4) 2
007304 O'REILLYS AUTO PARTS	1791-211671	0	2023 6	INV	A	22.48	C-030723		WIPER FLUID & 1 GAL
						101.93			
020832 EMERGENCY EQUIPMENT	479778	0	2023 6	INV	A	8,053.29	C-030723		REPAIRS TO ENG 8 FL

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL		25,274.14			
290	612200			MAINTENANCE EQUIPMENT & BUILD					
000021	A-1 FIRE PROTECTION	10000573	0	2023 6	INV A	75.00	C-030723		FIRE EXTINGUISHER S
005044	LOWE'S HOME CENTERS,	2-23-23	0	2023 6	INV A	313.73	C-030723		LOWES 1/9/23-2/23/2
022719	UMB CARD SERVICES	2-24-23	0	2023 6	INV A	699.48	C-030723		UMB CREDIT CARD 02-
028881	CATES MAINTENANCE CO	73407JM	0	2023 5	INV A	394.12	C-030723		REPAIRS TO WASHER @
031098	DESOTO DOOR	INV36189085	0	2023 6	INV A	1,980.00	C-030723		REPAIR TO GARAGE DO
				ACCOUNT TOTAL		3,462.33			
290	612500			UNIFORMS					
021916	MIDSOUTH SOLUTIONS	4985	0	2023 6	INV A	445.85	C-030723		UNIFORMS E REED
021916	MIDSOUTH SOLUTIONS	4986	0	2023 6	INV A	448.30	C-030723		UNIFORMS E NIEDERHA
021916	MIDSOUTH SOLUTIONS	4987	0	2023 6	INV A	447.30	C-030723		UNIFORMS J CHAPMAN
021916	MIDSOUTH SOLUTIONS	4988	0	2023 6	INV A	1,585.60	C-030723		BADGERS & BUGLE
						2,927.05			
				ACCOUNT TOTAL		2,927.05			
290	622100			PROFESSIONAL SERVICES					
023066	TRILOGY MEDWASTE SO	1309797	0	2023 5	INV A	493.10	C-030723		MED WASTE FOR ALL S
				ACCOUNT TOTAL		493.10			
290	626000			UTILITIES					
029120	YOUNG LEASING CO	INV6171530	0	2023 5	INV A	507.74	C-030723		ADMIN COPIER FEES
				ACCOUNT TOTAL		507.74			
290	626900			TRAVEL & TRAINING					
000958	MS STATE FIRE ACADEM	29972	0	2023 5	INV A	400.00	C-030723		VEHICLE EXTRICATION
001102	SOUTHAVEN SUPPLY	164073	0	2023 6	INV A	45.98	C-030723		SUPPLIES FOR TRAINI
001102	SOUTHAVEN SUPPLY	170803	0	2023 5	INV A	10.36	C-030723		SUPPLIES FOR TRAINI
001102	SOUTHAVEN SUPPLY	171798	0	2023 5	INV A	5.04	C-030723		SUPPLIES FOR TRAINI
						61.38			
001147	NEXAIR LLC	10682624	0	2023 6	INV A	937.10	C-030723		NITROGEN BOTTLES TR
001339	CREDIT CARD CENTER	2-18-23	0	2023 6	INV A	158.95	C-030723		CADENCE BANK CREDIT
024504	EYTCHISON COLIN	2-9-23	0	2023 5	INV A	145.00	C-030723		MSFA
027958	STRIPLIN, BRADLEY	2-9-23	0	2023 5	INV A	145.00	C-030723		MSFA

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S		WARRANT	CHECK	DESCRIPTION
030067 BROOKS MATHEW	2-9-23	0	2023 5	INV A	145.00	C-030723		CLASS FIRE GROUND L
			ACCOUNT TOTAL		1,992.43			
290 630400			MACHINERY & EQUIPMENT					
000701 SUNBELT FIRE INC	338329	0	2023 5	INV A	3,918.00	C-030723		TURNOUT GEAR
005044 LOWE'S HOME CENTERS,	2-23-23	0	2023 6	INV A	27.25	C-030723		LOWES 1/9/23-2/23/2
020832 EMERGENCY EQUIPMENT	479255	0	2023 5	INV A	12,270.60	C-030723		EQUIPMENT FOR ENG 5
020832 EMERGENCY EQUIPMENT	479368	0	2023 5	INV A	702.00	C-030723		EQUIPMENT
020832 EMERGENCY EQUIPMENT	479513	0	2023 6	INV A	585.00	C-030723		AV-3000HT FACEPIECE
020832 EMERGENCY EQUIPMENT	479961	0	2023 5	INV A	678.37	C-030723		3 PAIRS OF GLOVES &
					14,235.97			
			ACCOUNT TOTAL		18,181.22			
			ORG 290 TOTAL		60,492.90			
297		EMS						
297 610701			MEDICAL SUPPLIES					
000582 BOUND TREE MEDICAL	84856854	0	2023 5	INV A	81.99	C-030723		MEDICAL SUPPLIES
000582 BOUND TREE MEDICAL	84863040	0	2023 5	INV A	280.25	C-030723		MEDICAL SUPPLIES
					362.24			
001147 NEXAIR LLC	10689174	0	2023 5	INV A	99.03	C-030723		MEDICAL SUPPLIES
001147 NEXAIR LLC	10701125	0	2023 6	INV A	77.11	C-030723		MEDICAL SUPPLIES OX
					176.14			
015430 ZOLL MEDICAL CORPORA	3671002	0	2023 6	INV A	1,130.20	C-030723		MEDICAL SUPPLIES
016050 HENRY SCHEIN INC	34140519	0	2023 5	INV A	1,452.04	C-030723		MEDICAL SUPPLIES
016050 HENRY SCHEIN INC	34331364	0	2023 5	INV A	143.28	C-030723		MEDICAL SUPPLIES
016050 HENRY SCHEIN INC	34569394	0	2023 5	INV A	1,363.99	C-030723		MEDICAL SUPPLIES
016050 HENRY SCHEIN INC	34736972	0	2023 6	INV A	138.80	C-030723		MEDICAL SUPPLIES
016050 HENRY SCHEIN INC	34890839	0	2023 6	INV A	1,749.25	C-030723		MEDICAL SUPPLIES
					4,847.36			
027573 TELEFLEX MEDICAL INC	9506614344	0	2023 5	INV A	612.50	C-030723		MEDICAL SUPPLIES
027573 TELEFLEX MEDICAL INC	9506647170	0	2023 6	INV A	662.50	C-030723		MEDICAL SUPLLIES
					1,275.00			
			ACCOUNT TOTAL		7,790.94			
297 611300			MOTOR VEH REPAIRS/MAINT					
000189 HOMER SKELTON FORD	6152428-1	0	2023 5	INV A	5,579.95	C-030723		NEW ENGINE UNIT 3,

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
000189 HOMER SKELTON FORD	6159591	0	2023 5 INV A	60.29	C-030723		OIL/FILTER CHANGE E
				5,640.24			
000543 COMSERV SERVICES	732005197-1	0	2023 5 INV A	931.40	C-030723		NEW SIREN UNIT 7 FL
000543 COMSERV SERVICES	732005385-1	0	2023 5 INV A	230.70	C-030723		REPAIRED SIREN UNIT
				1,162.10			
000883 AMERICAN TIRE REPAIR	163290	0	2023 5 INV A	1,320.40	C-030723		4 NEW TIRES UNIT 1,
			ACCOUNT TOTAL	8,122.74			
297 620901			BILLING SERVICES				
019311 CREDIT BUREAU SYSTEM	307400000384	0	2023 6 INV A	444.03	C-030723		EMS COLLECTION FEES
			ACCOUNT TOTAL	444.03			
297 626900			TRAVEL & TRAINING				
001153 NORTHWEST MS COMMUNI	296501	0	2023 5 INV A	1,150.00	C-030723		SPRING 2023 EMT TUI
004299 BLANN BO	22723	0	2023 6 INV A	72.00	C-030723		RENEWAL OF NREMT &
030067 BROOKS MATHEW	2142023	0	2023 5 INV A	95.00	C-030723		RENEWAL OF EMS-D LI
030947 GRIFFITH HUNTER	2-14-23	0	2023 5 INV A	55.00	C-030723		RENEWAL OF EMS-D LI
031522 KILLOUGH JUSTIN	2132023	0	2023 5 INV A	65.00	C-030723		RENEWAL OF NREMT-MS
037151 CANADY MACY	2-12-23	0	2023 5 INV A	65.00	C-030723		RENEWAL OF NREMT &
			ACCOUNT TOTAL	1,502.00			
			ORG 297 TOTAL	17,859.71			
311	PUBLIC WORKS DEPARTMENT						
311 610400			OFFICE SUPPLIES				
007600 ODP BUSINESS	289313458001	0	2023 5 INV A	50.56	C-030723		OFFICE SUPPLIES
			ACCOUNT TOTAL	50.56			
311 611000			MATERIALS				
000053 ADAPCO INC	132619DD	0	2023 5 INV A	4,999.00	C-030723		MOSQUITO CHEMICALS
000354 METER SERVICE AND SU	29481	0	2023 5 INV A	15,760.00	C-030723		MAT
000759 LEHMAN ROBERTS CO	89883	0	2023 5 INV A	381.51	C-030723		MAT
000759 LEHMAN ROBERTS CO	89907	0	2023 5 INV A	248.06	C-030723		MAT
000759 LEHMAN ROBERTS CO	89955	0	2023 5 INV A	551.08	C-030723		MAT
000759 LEHMAN ROBERTS CO	89982	0	2023 6 INV A	394.86	C-030723		MAT
000759 LEHMAN ROBERTS CO	89996	0	2023 6 INV A	389.36	C-030723		MAT
000759 LEHMAN ROBERTS CO	90077	0	2023 6 INV A	459.23	C-030723		MAT

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S		WARRANT	CHECK	DESCRIPTION
					2,424.10			
001102 SOUTHAVEN SUPPLY	164171	0	2023 6	INV A	284.56	C-030723		MATERIALS
001130 G & C SUPPLY CO	6896629	0	2023 5	INV A	1,404.00	C-030723		STREET SIGNS
001130 G & C SUPPLY CO	6897083	0	2023 5	INV A	1,617.50	C-030723		STREET SIGNS
					3,021.50			
005044 LOWE'S HOME CENTERS,	2-23-23	0	2023 6	INV A	59.78	C-030723		LOWES 1/9/23-2/23/2
030967 EMISSION & COOLING S	3046010	0	2023 6	INV A	12.73	C-030723		MATERIALS
			ACCOUNT TOTAL		26,561.67			
311 611300			MAINTENANCE VEHICLES					
000040 BLUESTAR ACE MACHINE	8597	0	2023 6	INV A	1,162.88	C-030723		MAT FOR SHOP
000398 SMC LIGHTING SUPPLY	141279	0	2023 6	INV A	3,744.00	C-030723		MAT FOR SHOP
000398 SMC LIGHTING SUPPLY	141280	0	2023 6	INV A	1,462.50	C-030723		MAT FOR SHOP
					5,206.50			
000457 GRAINGER	9586697659	0	2023 5	CRM A	-989.33	C-030723		CREDIT
000457 GRAINGER	9587225773	0	2023 5	INV A	989.33	C-030723		MAT/EQUIPMENT FOR S
					.00			
000484 MHC STERLING/FORD	R00553700167400	0	2023 5	INV A	4,142.16	C-030723		MAT FOR SHOP
000715 THOMPSON MACHINERY	PC600794306	0	2023 5	INV A	2,071.02	C-030723		MAT FOR SHOP
000887 JIMMY GRAY CHEVROLET	PCP-701989	0	2023 6	INV A	461.09	C-030723		MAT FOR SHOP
000993 ADVANCE AUTO PARTS	1897ID545489	0	2023 5	INV A	97.44	C-030723		MAT FOR SHOP
000993 ADVANCE AUTO PARTS	4538686	0	2023 6	CRM A	-27.36	C-030723		CREDIT FROM INV 189
000993 ADVANCE AUTO PARTS	6667304531414	0	2023 5	INV A	102.80	C-030723		MAT SHOP SHOP
000993 ADVANCE AUTO PARTS	6667304640452	0	2023 5	INV A	183.25	C-030723		MAT FOR SHOP
					356.13			
001114 UNION AUTO PARTS	2526946	0	2023 5	INV A	41.94	C-030723		MAT FOR SHOP
007304 O'REILLYS AUTO PARTS	6399-139980	0	2023 5	INV A	99.98	C-030723		MAT FOR SHOP
007304 O'REILLYS AUTO PARTS	6399-141226	0	2023 5	INV A	473.13	C-030723		BATTERY & TOW STRAP
007304 O'REILLYS AUTO PARTS	6399-143754	0	2023 5	INV A	161.80	C-030723		MAT FOR SHOP
007304 O'REILLYS AUTO PARTS	6399-143938	0	2023 6	INV A	75.98	C-030723		MAT FOR SHOP
					810.89			
008561 S & H SMALL ENGINES	76304	0	2023 5	INV A	230.65	C-030723		MAT FOR SHOP

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S		WARRANT	CHECK	DESCRIPTION
008561 S & H SMALL ENGINES	76503	0	2023 6	INV A	451.78	C-030723		MAT FOR SHOP
					682.43			
010865 RELIABLE EQUIPMENT	CT116019	0	2023 5	INV A	60.39	C-030723		MAT FOR SHOP
010865 RELIABLE EQUIPMENT	CT116040	0	2023 5	INV A	1,059.11	C-030723		MAT FOR SHOP
010865 RELIABLE EQUIPMENT	CT116041	0	2023 6	INV A	913.33	C-030723		MAT FOR SHOP
					2,032.83			
019588 CCP INDUSTRIES	IN03201520	0	2023 5	INV A	267.60	C-030723		MAT FOR SHOP
019588 CCP INDUSTRIES	IN03208431	0	2023 5	INV A	344.27	C-030723		MAT FOR SHOP
					611.87			
020490 INTERSTATE BATTERY S	500063179	0	2023 6	INV A	1,134.78	C-030723		MAT FOR SHOP
035031 COLD MIX INC	18099	0	2023 5	INV A	4,065.60	C-030723		MAT FOR SHOP
			ACCOUNT TOTAL		22,780.12			
311 612200			MAINTENANCE EQUIPMENT & BUILD					
000669 CAMPER CITY USA INC	459622	0	2023 5	INV A	908.00	C-030723		MAT/ EQUIP FOR PW
026785 BEST BUY	6816266	0	2023 5	INV A	797.03	C-030723		MAT/EQIP
026785 BEST BUY	6816267	0	2023 5	INV A	547.95	C-030723		MAT/EQUIP
					1,344.98			
029120 YOUNG LEASING CO	INV6194620	0	2023 6	INV A	217.17	C-030723		COPIER SERVICE FOR
			ACCOUNT TOTAL		2,470.15			
311 612500			UNIFORMS					
013377 CINTAS	4146673870	0	2023 5	INV A	451.06	C-030723		UNIFORMS
013377 CINTAS	4147368725	0	2023 5	INV A	443.85	C-030723		UNIFORMS
					894.91			
			ACCOUNT TOTAL		894.91			
			ORG 311 TOTAL		52,757.41 •			
315			CITY TRAFFIC AND STREETS LIGHT					
315 612200			MAINTENANCE EQUIPMENT & BUILD					
000497 DESOTO COUNTY ELECTR	7932	0	2023 5	INV A	486.75	C-030723		SIGNAL REPAIR
000497 DESOTO COUNTY ELECTR	7938	0	2023 5	INV A	4,950.00	C-030723		SIGNAL REPAIR
					5,436.75			
004389 TEMPLE INC	INV0226464	0	2023 5	INV A	570.00	C-030723		TRAFFIC SIGNALS/REP

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
			ACCOUNT TOTAL			6,006.75			
			ORG 315 TOTAL			6,006.75			
411			PARKS DEPARTMENT						
411 610400			OFFICE SUPPLIES						
007600 ODP BUSINESS	281240604001	0	2023 5	INV	A	67.99	C-030723		CHARGER
007600 ODP BUSINESS	293049747001	0	2023 5	INV	A	54.58	C-030723		DOCUMENT FRAME
007600 ODP BUSINESS	293050044001	0	2023 5	INV	A	40.99	C-030723		CHARGER
007600 ODP BUSINESS	293050046001	0	2023 5	INV	A	39.95	C-030723		CHARGER
						203.51			
029120 YOUNG LEASING CO	INV6178407	0	2023 5	INV	A	9.40	C-030723		COPY CONTRACT-PARKS
029120 YOUNG LEASING CO	INV6181275	0	2023 5	INV	A	8.00	C-030723		COPY CONTRACT @ TOU
029120 YOUNG LEASING CO	INV6188663	0	2023 5	INV	A	16.84	C-030723		COPY CONTRACT @ PAR
						34.24			
			ACCOUNT TOTAL			237.75			
411 611300			MAINTENANCE VEHICLES						
005609 A&B FAST AUTO GLASS	I065056	0	2023 5	INV	A	452.04	C-030723		REPLACED WINDSHIELD
			ACCOUNT TOTAL			452.04			
411 612200			MAINTENANCE EQUIPMENT & BUILD						
001150 NAPA GENUINE PARTS C	394213	0	2023 5	INV	A	35.73	C-030723		DRIVE SOCKETS
001150 NAPA GENUINE PARTS C	394709	0	2023 6	INV	A	24.79	C-030723		HYDRAULIC HOSE FITT
001150 NAPA GENUINE PARTS C	851308	0	2023 6	INV	A	124.62	C-030723		BRAKE ROTOR
						185.14			
002768 KEELING IRRIGATION	S4273618	0	2023 5	INV	A	149.47	C-030723		GATE VALVE
005044 LOWE'S HOME CENTERS,	2-23-23	0	2023 6	INV	A	570.28	C-030723		LOWES 1/9/23-2/23/2
009578 GATEWAY TIRE & SERVI	1026-174117	0	2023 6	INV	A	126.60	C-030723		TRACTOR MOUNT VALVE
010865 RELIABLE EQUIPMENT	CT115779	0	2023 5	INV	A	560.17	C-030723		AIR FILTER, BLADE
010865 RELIABLE EQUIPMENT	CT115855	0	2023 5	INV	A	73.08	C-030723		DUST COVER
010865 RELIABLE EQUIPMENT	CT116000	0	2023 5	INV	A	19.16	C-030723		BALL BEARING
						652.41			
011134 WHITFIELD	86437	0	2023 5	INV	A	4,988.00	C-030723		INSTALLED NEW LIGHT
011134 WHITFIELD	86439	0	2023 5	INV	A	2,002.40	C-030723		REPAIR LIGHTS- TENN
						6,990.40			
013377 CINTAS	4146507287	0	2023 5	INV	A	140.70	C-030723		SCRAPER, MAT
013377 CINTAS	4147208058	0	2023 5	INV	A	120.55	C-030723		SCRAPER, MAT

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
013377 CINTAS	4147208499	0	2023 5 INV A	85.19	C-030723		MAT, AIR FRESHENER
013377 CINTAS	4147366860	0	2023 5 INV A	70.45	C-030723		ONYX & MAT
				416.89			
033109 MID-SOUTH EMERGENCY	5323	0	2023 5 INV A	18.00	C-030723		EMERGENCY LIGHTING
034293 TONY B LOCK AND KEY	1169	0	2023 6 INV A	150.00	C-030723		FRONT DOOR LOCK @ P
037144 BLUEWATER ARCHITECTU	SPR01272023	0	2023 5 INV A	380.00	C-030723		MASTER KEY PARKS SH
			ACCOUNT TOTAL	9,639.19			
411 612201			PARK MAINTENANCE				
001056 BWI MEMPHIS	17636357	0	2023 5 INV A	2,344.93	C-030723		OXADIAZON & HERBICI
001056 BWI MEMPHIS	17644518	0	2023 6 INV A	2,897.31	C-030723		OXADIAZON SC FLOWAB
				5,242.24			
004854 WEST MEMPHIS FENCE &	92032-A	0	2023 5 INV A	436.56	C-030723		FENCE PARTS
007823 AMERICAN PAPER & TWI	4563276	0	2023 5 INV A	755.09	C-030723		JANITORAL
011969 PIONEER MANUFACTURIN	INV870696	0	2023 5 INV A	3,532.65	C-030723		FIELD PAINT
026449 KELLY SEPTIC SER	24214	0	2023 5 INV A	275.00	C-030723		PORTA POTTY SERVICE
026449 KELLY SEPTIC SER	24228	0	2023 5 INV A	180.00	C-030723		PORTA POTTY SERVICE
				455.00			
			ACCOUNT TOTAL	10,421.54			
411 612300			MUNICIPAL GOLF COURSE EXPENSE				
006738 CALLAWAY GOLF	936021005	0	2023 6 INV A	552.42	C-030723		GOLF BALLS
			ACCOUNT TOTAL	552.42			
411 612500			UNIFORMS				
003011 M & M PROMOTIONS	99238	0	2023 6 INV A	603.20	C-030723		PARKS UNIFORMS
003011 M & M PROMOTIONS	99240	0	2023 6 INV A	547.50	C-030723		PARKS UNIFORMS
				1,150.70			
			ACCOUNT TOTAL	1,150.70			
411 613100			BALL EQUIPMENT				
035090 DUNLOP SPORTS GROUP	7315393SO	0	2023 5 INV A	355.20	C-030723		TENNIS BALLS
			ACCOUNT TOTAL	355.20			
411 613400			COMMUNITY EVENTS				
036366 BLUES CITY BOUNCE	6	0	2023 6 INV A	975.00	C-030723		BOUNCE HOUSES FOR E

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
036490 LETS PAINT	48	0	2023 6 INV A	550.00	C-030723		FACE PAINT FOR EAST
			ACCOUNT TOTAL	1,525.00			
411 621504			TEAM / REC BALL REFUNDS				
037178 LANE MATTHEW	2-23-23	0	2023 5 INV A	55.00	C-030723		REFUDN BASEBALL 13-
			ACCOUNT TOTAL	55.00			
			ORG 411 TOTAL	24,388.84			
412		PARK TOURNAMENTS					
412 612400			RESELL / CONCESSION EXPENSE				
000334 ULINE INC	160422190	0	2023 6 INV A	540.18	C-030723		COOLER- CONCESSIONS
003011 M & M PROMOTIONS	99204	0	2023 6 INV A	1,770.00	C-030723		SHIRT RESALE
003011 M & M PROMOTIONS	99224	0	2023 6 INV A	1,069.49	C-030723		HEADWEAR RESALE
003011 M & M PROMOTIONS	99226	0	2023 6 INV A	703.80	C-030723		TSHIRT RESALE
003011 M & M PROMOTIONS	99231	0	2023 6 INV A	375.30	C-030723		TSHIRTS RESALE
003011 M & M PROMOTIONS	99232	0	2023 6 INV A	1,072.80	C-030723		TSHIRTS RESALE
003011 M & M PROMOTIONS	99233	0	2023 6 INV A	500.40	C-030723		TSHIRT RESALE
003011 M & M PROMOTIONS	99236	0	2023 6 INV A	696.00	C-030723		TSHIRTS RESALE
003011 M & M PROMOTIONS	99237	0	2023 6 INV A	567.00	C-030723		TSHIRTS RESALE
				6,754.79			
003538 SYSCO CORPORATION	314973052	0	2023 5 INV A	211.52	C-030723		CONCESSION
003538 SYSCO CORPORATION	314974488	0	2023 5 INV A	226.66	C-030723		CONCESSION
003538 SYSCO CORPORATION	314974496	0	2023 5 INV A	43.49	C-030723		CONCESSION
003538 SYSCO CORPORATION	314974538	0	2023 5 INV A	1,595.92	C-030723		CONCESSION
003538 SYSCO CORPORATION	314975968	0	2023 6 INV A	252.39	C-030723		CONCESSION
003538 SYSCO CORPORATION	314975974	0	2023 6 INV A	33.79	C-030723		CONCESSIONS
003538 SYSCO CORPORATION	314977205	0	2023 5 INV A	8,064.26	C-030723		CONCESSION
003538 SYSCO CORPORATION	314979479	0	2023 6 INV A	2,678.46	C-030723		CONCESSION
				13,106.49			
005044 LOWE'S HOME CENTERS,	2-23-23	0	2023 6 INV A	2,184.33	C-030723		LOWES 1/9/23-2/23/2
005075 CHICK-FIL-A	12520188	0	2023 6 INV A	120.00	C-030723		CHICK FIL A CONCESS
009669 GIBSON PROPANE	3147046205	0	2023 6 INV A	149.99	C-030723		PICK UP FOR PROPANE
009669 GIBSON PROPANE	3147046207	0	2023 6 INV A	149.99	C-030723		PICK UP FOR PROPANE
				299.98			
022719 UMB CARD SERVICES	2-24-23	0	2023 6 INV A	552.92	C-030723		UMB CREDIT CARD 02-
022806 PEPSI BEVERAGES COMP	18832052	0	2023 5 INV A	9,932.00	C-030723		PEPSI RESALE
026772 WILSON SPORTING GOOD	4540993595	0	2023 6 INV A	283.63	C-030723		TENNIS RACQUETS

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
026772 WILSON SPORTING GOOD	4540993596	0	2023 6	INV	A	833.27	C-030723		TENNIS RACQUETS
						1,116.90			
			ACCOUNT TOTAL			34,607.59			
412 622100			PROFESSIONAL FEES						
007622 MIDSOUTH SPORTS PROD	720	0	2023 5	INV	A	11,250.00	C-030723		BASEBALL CONTRACT M
024247 KALISAK ROSEMARY	FEB2023	0	2023 5	INV	A	4,375.00	C-030723		SOFTBALL CONTRACT F
			ACCOUNT TOTAL			15,625.00			
412 626102			PROMOTIONS						
000424 A 2 Z ADVERTISING	64927	0	2023 6	INV	A	235.00	C-030723		CERTIFICATES FOR SP
003011 M & M PROMOTIONS	99230	0	2023 6	INV	A	268.50	C-030723		KICKSTARTER SOCCER
007885 PAULSEN PRINTING COM	112825	0	2023 5	INV	A	145.00	C-030723		VIP PASSES
034906 GLOBAL AWARDS, LLC	2014	0	2023 6	INV	A	3,205.06	C-030723		TOURNAMENT AWARDS B
			ACCOUNT TOTAL			3,853.56			
			ORG 412 TOTAL			54,086.15 *			
511			MUNICIPAL CODE ENFORCEMENT						
511 610100			CLEANING SUPPLIES						
000210 HILL MANFACTURING CO	139843	0	2023 5	INV	A	145.94	C-030723		CLEANING SUPPLIES
005044 LOWE'S HOME CENTERS,	2-23-23	0	2023 6	INV	A	164.86	C-030723		LOWES 1/9/23-2/23/2
			ACCOUNT TOTAL			310.80			
511 610400			OFFICE SUPPLIES						
007600 ODP BUSINESS	292302287001	0	2023 5	INV	A	14.76	C-030723		INV & OFFICE SUPPLI
			ACCOUNT TOTAL			14.76			
511 611000			MATERIALS						
001102 SOUTHAVEN SUPPLY	172321	0	2023 5	INV	A	24.99	C-030723		MATERIALS
005044 LOWE'S HOME CENTERS,	2-23-23	0	2023 6	INV	A	53.86	C-030723		LOWES 1/9/23-2/23/2
			ACCOUNT TOTAL			78.85			
511 614900			FEED FOR ANIMALS						
012713 HILL'S PET NUTRITION	244675218	0	2023 5	INV	A	167.02	C-030723		FEED ANIMALS
022719 UMB CARD SERVICES	2-24-23	0	2023 6	INV	A	458.80	C-030723		UMB CREDIT CARD 02-
			ACCOUNT TOTAL			625.82			

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
511 622100			PROFESSIONAL SERVICES			
000500 DESOTO COUNTY ANIMAL	234164	0	2023 5 INV A	1,701.00 C-030723		PROF SERVICES
017049 ANIMAL HEALTH INTERN	9013364998	0	2023 5 INV A	179.75 C-030723		PROF SERVICES
028872 PRECIOUS PAWS ANIMAL	5607	0	2023 5 INV A	214.00 C-030723		PROF SERVICES
			ACCOUNT TOTAL	2,094.75		
511 630400			MACHINERY & EQUIPMENT			
000246 ANIMAL CARE EQUIPMEN	109660	0	2023 5 INV A	96.15 C-030723		EQUIP
005044 LOWE'S HOME CENTERS,	2-23-23	0	2023 6 INV A	456.41 C-030723		LOWES 1/9/23-2/23/2
			ACCOUNT TOTAL	552.56		
			ORG 511 TOTAL	3,677.54 •		
902 GENERAL EXPENSES						
902 620700			CITY BEAUTIFICATION			
005831 URBANARCH ASSOC PC	17036-A12	0	2023 5 INV A	1,322.50 C-030723		SIGNAGE
			ACCOUNT TOTAL	1,322.50		
902 620902			FACILITIES MANAGEMENT			
000233 QUARLES FIRE PROTEC	2023-1583	0	2023 5 INV A	1,660.00 C-030723		PUBLIC WORKS RENNOV
000543 COMSERV SERVICES	80006834	0	2023 5 INV A	3,693.75 C-030723		TORNADO SIREN MAINT
007823 AMERICAN PAPER & TWI	4556752	0	2023 5 INV A	233.99 C-030723		PAPER & JANITORIAL
011187 UNITED RENTALS	214395307-002	0	2023 5 INV A	1,225.00 C-030723		SNOWDEN HOUSE WATER
011404 C & C FLOOR SERVICE	21500	0	2023 5 INV A	1,426.42 C-030723		CITY HALL MEN'S ROO
016517 UPCHURCH SERVICES, L	222685	0	2023 5 INV A	179.00 C-030723		FIRE STATION #2 WTR
016517 UPCHURCH SERVICES, L	222700	0	2023 5 INV A	1,681.75 C-030723		CITY HALL CLERK'S T
				1,860.75		
022728 FENCING SOLUTIONS &	INV23-1105	0	2023 5 INV A	935.00 C-030723		TRAFFIC BUILDING FE
023618 EK AUTOMATION	SRVCE000000009229	0	2023 5 INV A	280.00 C-030723		ARENA HEAT CONTROLS
031980 COMMERCIAL PAINTING	1693-1	23000178	2023 5 INV A	34,250.00 C-030723		SNOWDEN HOUSE CONST
032120 FACILITIES PREFORMAN	FPG-SOUTHAVEN-0123	0	2023 5 INV A	7,309.43 C-030723		JAN 2023 CLEANING S
033109 MID-SOUTH EMERGENCY	5329	0	2023 5 INV A	207.00 C-030723		COURT EM LIGHTS TES
036501 L&T SERVICES LLC	I748	0	2023 5 INV A	525.00 C-030723		RANGE DUMPSTER FOR

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
			ACCOUNT TOTAL	53,606.34			
902 620903			FACILITIES RENO/PROJECTS				
005044 LOWE'S HOME CENTERS,	2-23-23	0	2023 6 INV A	360.63	C-030723		LOWES 1/9/23-2/23/2
031070 FRANCE PAINT CO	36	0	2023 5 INV A	4,725.00	C-030723		PUBLIC WORKS RENOVA
036855 RICKY AND SISTER REM	783	23000196	2023 6 INV A	7,000.00	C-030723		PUBLIC WORKS-DRYWAL
			ACCOUNT TOTAL	12,085.63			
902 630101			ELECTION EQUIPMENT				
033270 DESOTO COUNTY ELECTI	21423	0	2023 6 INV A	3,296.00	C-030723		FY23 ELECTION EQUIP
			ACCOUNT TOTAL	3,296.00			
			ORG 902 TOTAL	70,310.47 •			
905		LIABILITY INSURANCE					
905 602700			WORKMAN'S COMP INSUR				
030408 ARTHUR J GALLAGHER	4342776	0	2023 5 INV A	160,002.00	C-030723		22/23 WC RENEWAL
			ACCOUNT TOTAL	160,002.00			
			ORG 905 TOTAL	160,002.00 •			

FUND 0010 GENERAL FUND TOTAL: 911,656.55

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
711	BOND PROJECT EXPENSES								
711 640900 07002	AMPHITHEATER								
005831 URBANARCH ASSOC PC	21016-A14	0	2023 5	INV	A	12,735.39	C-030723		CONSTRUCTION ADMIN
			ACCOUNT TOTAL			12,735.39			
			ORG 711 TOTAL			12,735.39			
	FUND 0100 BOND FUNDED CAP PROJ		TOTAL:			12,735.39			

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
611			SPECIAL ASSESSMENTS EXPEND				
611 623800 90017			PARK IMPROVEMENTS				
005831 URBANARCH ASSOC PC	22055-A3	0	2023 5 INV A	4,680.00	C-030723		CONSTRUCTION ADMIN
023861 JAYCON DEVELOPMENT	PAYAPP2	0	2023 6 INV A	331,410.35	C-030723		SNOWDEN ROOFS PAYAP
			ACCOUNT TOTAL	336,090.35			
611 626300			AMPHITHEATER MANAGEMENT				
017044 DESOTO COUNTY	2-21-2023	0	2023 5 INV A	8,333.33	C-030723		CONCERT PROMOTER FO
			ACCOUNT TOTAL	8,333.33			
		ORG 611	TOTAL	344,423.68			
FUND 0240 TOURIST & CONVENTION			TOTAL:	344,423.68			

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
811		UTILITY EXPENSE ACCOUNTS							
811 650905		DCRUA SEWER TREATMENT FEE							
004646 DESOTO COUNTY REGION	2920	0	2023 5	INV	A	87,127.25	C-030723		MARCH 2023 SEWER FE
			ACCOUNT TOTAL			87,127.25			
		ORG 811	TOTAL			87,127.25			
815		UTILITY CAPITAL IMPROVEMENTS							
815 625300		EXTENSION & OTHER IMPROVEMENTS							
015242 TREY CONSTRUCTION, I	PAY-APP4	0	2023 5	INV	A	205,490.70	C-030723		FIRE SERVICE EXT. P
			ACCOUNT TOTAL			205,490.70			
815 625305		SANITARY SEWER EXTENSION							
007766 CENTRAL PIPE SUPPLY,	S100325923-001	0	2023 5	INV	A	4,860.00	C-030723		PIPE
007766 CENTRAL PIPE SUPPLY,	S100326004	23000205	2023 6	INV	A	10,380.00	C-030723		PVC PIPE FOR SEWER
						15,240.00			
			ACCOUNT TOTAL			15,240.00			
815 625310		CAPITAL IMPROVEMENTS							
034137 MADE IN THE SHADE	1766	0	2023 5	INV	A	3,891.12	C-030723		NEW UTILITIES OFFIC
			ACCOUNT TOTAL			3,891.12			
		ORG 815	TOTAL			224,621.82			
820		UTILITY ADMINISTRATIVE EXPENSE							
820 610500		COMPUTERS							
000952 TYLER TECHNOLOGIES	45-409547	0	2023 5	INV	A	12,916.07	C-030723		QUARTERLY PAYMENT
			ACCOUNT TOTAL			12,916.07			
820 622100		PROFESSIONAL SERVICES							
000952 TYLER TECHNOLOGIES	45-409758	0	2023 5	INV	A	3,500.00	C-030723		MUNIS ONLINE- UB SE
			ACCOUNT TOTAL			3,500.00			
820 626500		PRINTING							
017795 RICH PRINTING INC	34566	0	2023 5	INV	A	1,549.88	C-030723		MAYOR LETTERS IN WA
			ACCOUNT TOTAL			1,549.88			
		ORG 820	TOTAL			17,965.95			
825		UTILITY MAINTENANCE EXPENSES							
825 611000		MATERIALS							
000354 METER SERVICE AND SU	29519	0	2023 5	INV	A	107.95	C-030723		MEGA LUG PVC KIT
000354 METER SERVICE AND SU	29552	0	2023 5	INV	A	3,900.00	C-030723		PVC PIPE

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
						4,007.95			
000457 GRAINGER	9550815535	0	2023 5	INV	A	191.82	C-030723		GEAR OIL
000457 GRAINGER	9611617169	0	2023 5	INV	A	20.48	C-030723		TOOL BIT
000457 GRAINGER	9611960841	0	2023 5	INV	A	31.09	C-030723		SCREWDRIVERS
						243.39			
000949 INTEGRATED COMMUNICA	29727-00	0	2023 5	INV	A	165.00	C-030723		BATTERY
001102 SOUTHAVEN SUPPLY	172170	0	2023 5	INV	A	1,069.90	C-030723		MISC MATERIALS
001102 SOUTHAVEN SUPPLY	173689	0	2023 5	INV	A	1,037.22	C-030723		MISC SUPPLIES
						2,107.12			
005044 LOWE'S HOME CENTERS,	2-23-23	0	2023 6	INV	A	928.00	C-030723		LOWES 1/9/23-2/23/2
007304 O'REILLYS AUTO PARTS	1257-222208	0	2023 5	INV	A	102.57	C-030723		WIRE & CONNECTORS F
007304 O'REILLYS AUTO PARTS	1791-211550	0	2023 5	INV	A	58.97	C-030723		MISC. TOOLS
007304 O'REILLYS AUTO PARTS	1791-211635	0	2023 5	INV	A	17.38	C-030723		V-BELT
						178.92			
007766 CENTRAL PIPE SUPPLY,	S100312562-001	0	2023 5	INV	A	1,150.00	C-030723		CURB STOPS
015408 J & J MAINTENANCE SU	15643	0	2023 5	INV	A	1,279.20	C-030723		PAINT
026785 BEST BUY	6838372	0	2023 5	INV	A	59.99	C-030723		PHONE CASE
026785 BEST BUY	6841531	0	2023 5	INV	A	49.95	C-030723		PHONE CASE
						109.94			
			ACCOUNT TOTAL			10,169.52			
825 611100			CHEMICALS						
000551 USA BLUEBOOK	270624	0	2023 5	INV	A	55.97	C-030723		TESTING SUPPLIES
001146 IDEAL CHEMICAL	279208	0	2023 5	INV	A	3,495.35	C-030723		CHEMICALS FOR WHITW
			ACCOUNT TOTAL			3,551.32			
825 611300			MAINTENANCE VEHICLES						
000883 AMERICAN TIRE REPAIR	163536	0	2023 6	INV	A	33.00	C-030723		FLAT REPAIR TRK 871
007304 O'REILLYS AUTO PARTS	1257-222758	0	2023 5	INV	A	293.64	C-030723		BATTERY TRK #845
022719 UMB CARD SERVICES	2-24-23	0	2023 6	INV	A	760.29	C-030723		UMB CREDIT CARD 02-
			ACCOUNT TOTAL			1,086.93			
825 612200			MAINTENANCE EQUIPMENT & BUILD						

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
000709 WILLIAMS EQUIPMENT	S-4062385	0	2023 5 INV A	3,441.15	C-030723		CHARGER FOR BOBCAT
			ACCOUNT TOTAL	3,441.15			
825 622100			PROFESSIONAL SERVICES				
006917 THE SHOP	3332	0	2023 5 INV A	595.00	C-030723		LETTERING CHANGES O
009195 GAINES, ROBERT	1266	0	2023 5 INV A	5,692.50	C-030723		SCADA SERVICES
			ACCOUNT TOTAL	6,287.50			
825 624500			LICENSES & MISCELLANEOUS FEES				
022923 WIN 911 SOFTWARE	45A20A352023526	0	2023 5 INV A	4,800.00	C-030723		LIC RENEWAL #800787
			ACCOUNT TOTAL	4,800.00			
825 626900			TRAVEL & TRAINING				
006674 MsRWA	2-24-23	0	2023 5 INV A	354.00	C-030723		REG & MSRWA WTR CER
			ACCOUNT TOTAL	354.00			
825 650903			INTERCEPTOR SEWER TREATMENT				
002848 HORN LAKE CREEK BASI	2202023	0	2023 5 INV A	196,476.50	C-030723		FEB 2023 SEWER FEES
			ACCOUNT TOTAL	196,476.50			
			ORG 825 TOTAL	226,166.92			
FUND 0400 UTILITY FUND			TOTAL:	555,881.94			

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
850			MAINTENANCE EXPENSES				
850 622100			PROFESSIONAL SERVICES				
005407 NORTH MS. TWO-WAY CO	48716	0	2023 6 INV A	1,831.60	C-030723		LIGHTS SAFETY EMERG
005407 NORTH MS. TWO-WAY CO	48738	0	2023 6 INV A	1,831.60	C-030723		LIGHTS SAFETY EMERG
				3,663.20			
005430 CASCADE ENGINEERING	30582144	0	2023 5 INV A	2,593.01	C-030723		GARBAGE CARTS
			ACCOUNT TOTAL	6,256.21			
850 622107			RECYCLING SERVICES				
016467 TRADEBE ENVIRONMENT	4440189519	0	2023 5 INV A	6,249.29	C-030723		JOUSEHOLD HAZARDOUS
			ACCOUNT TOTAL	6,249.29			
			ORG 850 TOTAL	12,505.50			
FUND 0450 SANITATION FUND			TOTAL:	12,505.50			

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

YEAR/PERIOD: 2022/1 TO 2023/6

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR		TYP	S		WARRANT	CHECK	DESCRIPTION
111		MAYOR ADMIN DEPARTMENT									
111 625700		TELEPHONE & POSTAGE									
001167	AT&T MOBILITY	3690-020323	0	2023	5	INV	P	56.53	D-030723	202477	287266623690-MAYOR
		ACCOUNT TOTAL						56.53			
111 626900		TRAVEL & TRAINING									
017286	GARDNER TIM	2-27-23	0	2023	5	INV	P	102.00	D-030723	202572	MML YOUTH LEADERSHI
020340	MUSSELWHITE DARREN	2-27-23	0	2023	5	INV	P	823.33	D-030723	202534	MML MED WINTER CONF
031463	GREAVES HANNAH	2-27-23	0	2023	5	INV	P	102.00	D-030723	202574	MML YOUTH LEADERSHI
033752	PENNINGTON KYLIE	2-27-23	0	2023	5	INV	P	102.00	D-030723	202582	MML YOUTH LEADERSHI
034823	ROSS SARAH	2-27-23	0	2023	5	INV	P	102.00	D-030723	202584	MML YOUTH LEADERSHI
035195	PHAN CATHERINE	2-27-23	0	2023	5	INV	P	102.00	D-030723	202583	MML YOUTH LEADERSHI
035217	WASHINGTON MADISON	2-27-23	0	2023	5	INV	P	102.00	D-030723	202592	MML YOUTH LEADERSHI
035219	SMITH MANDI KAMILLE	2-27-23	0	2023	5	INV	P	102.00	D-030723	202586	MML YOUTH LEADERSHI
035220	GARDNER LAUREN E	2-27-23	0	2023	5	INV	P	102.00	D-030723	202571	MML YOUTH LEADERSHI
035374	BA AMADOU	2-27-23	0	2023	5	INV	P	102.00	D-030723	202552	MML YOUTH LEADERSHI
037181	GAVE KERR	2-27-23	0	2023	5	INV	P	102.00	D-030723	202573	MML YOUTH LEADERSHI
037182	JORDAN KAYLEE	2-27-23	0	2023	5	INV	P	102.00	D-030723	202578	MML YOUTH LEADERSHI
037183	WHITE KEILAH	2-27-23	0	2023	5	INV	P	102.00	D-030723	202593	MML YOUTH LEADERSHI
037184	HERROD ETHAN	2-27-23	0	2023	5	INV	P	102.00	D-030723	202576	MML YOUTH LEADERSHI
037185	TIMS MORIAH	2-27-23	0	2023	5	INV	P	102.00	D-030723	202587	MML YOUTH LEADERSHI
037186	HILL NICI	2-27-23	0	2023	5	INV	P	102.00	D-030723	202577	MML YOUTH LEADERSHI
037187	ALANZON IZABEL	2-27-23	0	2023	5	INV	P	102.00	D-030723	202549	MML YOUTH LEADERSHI
037188	GREGORY CARL	2-27-23	0	2023	5	INV	P	102.00	D-030723	202575	MML YOUTH LEADERSHI
037189	BOYD MADISON	2-27-23	0	2023	5	INV	P	102.00	D-030723	202553	MML YOUTH LEADERSHI
037190	FAIRLEY MADISON	2-27-23	0	2023	5	INV	P	102.00	D-030723	202568	MML YOUTH LEADERSHI
037191	DIMILO GIA	2-27-23	0	2023	5	INV	P	102.00	D-030723	202561	MML YOUTH LEADERSHI
		ACCOUNT TOTAL						2,863.33			
		ORG 111 TOTAL						2,919.86 *			

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
120			FOREVER YOUNG SENIOR SERVIES				
120 622100			PROFESSIONAL FEES				
017200 SMITH JOYCE W	9-30-22	0	2023 5 INV P	390.00	D-030723	202540	RE-ISSUE INSTR
			ACCOUNT TOTAL	390.00			
		ORG 120	TOTAL	390.00 •			
125			COURT DEPARTMENT				
125 621505			COURT SUPPLIES				
001167 AT&T MOBILITY	5901-020323	0	2023 5 INV P	123.06	D-030723	202477	ACCT#287262425901 C
			ACCOUNT TOTAL	123.06			
		ORG 125	TOTAL	123.06 •			
145			DEPARTMENT OF FINANCE & ADMIN				
145 625700			TELEPHONE & POSTAGE				
001167 AT&T MOBILITY	7941-020323	0	2023 5 INV P	164.29	D-030723	202477	287280227941-HR CEL
			ACCOUNT TOTAL	164.29			
		ORG 145	TOTAL	164.29 •			
150			INFORMATION TECHNOLOGY				
150 610500			COMPUTERS				
002351 COMCAST	1174-0223	0	2023 5 INV P	-214.81	D-030723	202116	8396010010001174
026785 BEST BUY	6349380-1	0	2023 5 INV P	.99	D-030723	202459	SHORTAGE FROM PREV
			ACCOUNT TOTAL	-213.82			
150 610550			NETWORK CONNECTIVITY				
001167 AT&T MOBILITY	3491-020323	0	2023 5 INV P	253.78	D-030723	202477	287251543491-SDWAN/
			ACCOUNT TOTAL	253.78			
150 614000			GASOLINE/OIL				
006919 FUELMAN	NP63857167	0	2023 5 INV P	73.92	D-030723	202468	IT FUEL
006919 FUELMAN	NP63886291	0	2023 6 INV P	146.13	D-030723	202569	IT FUEL
				220.05			
			ACCOUNT TOTAL	220.05			
150 625700			TELEPHONE/POSTAGE				
001167 AT&T MOBILITY	3491-020323	0	2023 5 INV P	504.26	D-030723	202477	287251543491-SDWAN/
			ACCOUNT TOTAL	504.26			
		ORG 150	TOTAL	764.27 •			

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
155		CITY CLERK					
155 610401			OFFICE SUPPLY-INVENTORY				
030629 AMAZON CAPITAL	1L1YNF6193PT	0	2023 5 INV P	21.36	D-030723	202494	AVERY PRINTABLE TEN
			ACCOUNT TOTAL	21.36			
155 625700			TELEPHONE & POSTAGE				
001167 AT&T MOBILITY	9424-020323	0	2023 5 INV P	313.27	D-030723	202496	287258869424-CLERKS
			ACCOUNT TOTAL	313.27			
			ORG 155 TOTAL	334.63 *			
160		FACILITIES					
160 611000			MATERIALS				
030629 AMAZON CAPITAL	1Y3CJ9G3Q3CT	0	2023 5 INV P	207.64	D-030723	202494	FLOOR MATS FOR FACI
			ACCOUNT TOTAL	207.64			
160 625700			TELEPHONE & POSTAGE				
001167 AT&T MOBILITY	1522-020323	0	2023 5 INV P	246.12	D-030723	202477	287322981522-FACILI
			ACCOUNT TOTAL	246.12			
160 630400			MACHINERY & EQUIPMENT				
030629 AMAZON CAPITAL	11NFXKG6CDPY	0	2023 5 INV P	368.89	D-030723	202112	TRI POD TOOLS
			ACCOUNT TOTAL	368.89			
			ORG 160 TOTAL	822.65 *			
180		PLANNING / ENGINEERING DEPT					
180 625700			TELEPHONE/POSTAGE				
001167 AT&T MOBILITY	2685-020323	0	2023 6 INV P	282.65	D-030723	202551	287269342685-BUILDI
001167 AT&T MOBILITY	2970-020323	0	2023 5 INV P	452.24	D-030723	202477	287270432970-CODE P
001167 AT&T MOBILITY	4718-020323	0	2023 6 INV P	123.06	D-030723	202551	287274134718-PLANNI
				857.95			
			ACCOUNT TOTAL	857.95			
			ORG 180 TOTAL	857.95 *			
211		POLICE DEPARTMENT					
211 611300			MAINTENANCE VEHICLES				
002352 DEPARTMENT OF REVENU	2-24-23	0	2023 5 INV P	12.00	D-030723	202559	'22 JEEP RENEGADE 8
002352 DEPARTMENT OF REVENU	2-27-23	0	2023 5 INV P	12.00	D-030723	202560	'22 JT MANUFACTURE
				24.00			
			ACCOUNT TOTAL	24.00			

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
211 614000			FUEL & OIL				
006919 FUELMAN	NP63832081	0	2023 5 INV P	2,360.59	D-030723	202119	FUEL FOR FLEET
006919 FUELMAN	NP63856842	0	2023 5 INV P	12,191.58	D-030723	202570	FUEL FOR SPD FLEET
				14,552.17			
			ACCOUNT TOTAL	14,552.17			
211 622100			PROFESSIONAL SERVICES				
029120 YOUNG LEASING CO	INV6073543	0	2023 5 INV P	190.18	D-030723	202122	WEST
029120 YOUNG LEASING CO	OIN102184	0	2023 5 INV P	198.18	D-030723	202122	WEST
				388.36			
030629 AMAZON CAPITAL	1L1XJQVXM4GC	0	2023 6 INV P	29.98	D-030723	202550	5 STEP WATCHES
030629 AMAZON CAPITAL	1TYJ61W9LTXR	0	2023 6 INV P	32.35	D-030723	202550	VASELINE CRIME SCEN
				62.33			
			ACCOUNT TOTAL	450.69			
211 625700			TELEPHONE & POSTAGE				
001137 FEDEX	8-039-68446	0	2023 5 INV P	74.86	D-030723	202467	DOGTRA
001167 AT&T MOBILITY	1151-020323	0	2023 5 INV P	445.60	D-030723	202457	ACCT#287297551151
			ACCOUNT TOTAL	520.46			
211 626000			UTILITIES				
000966 ENTERGY	230005467893	0	2023 5 INV P	2,964.55	D-030723	202518	37423837-8691 NORTH
000966 ENTERGY	250005505439	0	2023 5 INV P	32.02	D-030723	202517	167750488-2719 BROO
000966 ENTERGY	300003945102	0	2023 5 INV P	1,564.29	D-030723	202518	151475605-7320 HIGH
000966 ENTERGY	385004782366	0	2023 5 INV P	28.55	D-030723	202517	176619377-777 STATE
000966 ENTERGY	415004440920	0	2023 5 INV P	32.33	D-030723	202517	133300244-8691 NORT
000966 ENTERGY	520001634915	0	2023 5 INV P	32.02	D-030723	202517	167750496-7505 CHER
				4,653.76			
001145 ATMOS ENERGY	50342-0223	0	2023 5 INV P	285.75	D-030723	202113	4008850342-1855 VET
002351 COMCAST	1174-0223	0	2023 5 INV P	499.25	D-030723	202116	8396010010001174
			ACCOUNT TOTAL	5,438.76			
211 626900			TRAVEL & TRAINING				
033567 DAIGLE LAW GROUP	2-23-23	0	2023 5 INV P	6,045.00	D-030723	202513	SUPERVISOR/COMMAND
			ACCOUNT TOTAL	6,045.00			
211 661800			CONFISCATED FUNDS-LOCAL				
037138 MACIAS JASON	2-15-2023	0	2023 5 INV P	741.00	D-030723	202472	REIMBURSEMENT OF SE

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
037139 FARESE ANTHONY	2-15-2023	0	2023 5	INV	P	1,096.00	D-030723	202466	REIMBURSEMENT SEIZE
			ACCOUNT TOTAL			1,837.00			
		ORG 211	TOTAL			28,868.08*			
215		EMERGENCY SERVICES							
215 610400			OFFICE SUPPLIES						
026785 BEST BUY	6794038	0	2023 5	INV	P	299.99	D-030723	202459	EPSON PRINTER
			ACCOUNT TOTAL			299.99			
215 625700			TELEPHONE/POSTAGE						
001167 AT&T MOBILITY	8226-020323	0	2023 5	INV	P	158.56	D-030723	202477	287311608226-EMERG
			ACCOUNT TOTAL			158.56			
215 626900			TRAVEL & TRAINING						
036635 JBP TRAINING LLC	2023-0001	0	2023 5	INV	P	600.00	D-030723	202471	DOM. VIOLENCE CLASS
036635 JBP TRAINING LLC	2023-0006	0	2023 5	INV	P	450.00	D-030723	202471	DISPATCH TRAINING-
						1,050.00			
			ACCOUNT TOTAL			1,050.00			
		ORG 215	TOTAL			1,508.55*			
290		FIRE DEPARTMENT							
290 614000			FUEL & OIL						
006919 FUELMAN	NP63783623	0	2023 5	INV	P	585.88	D-030723	202486	FUEL
006919 FUELMAN	NP63832096	0	2023 5	INV	P	94.31	D-030723	202521	FUEL
						680.19			
			ACCOUNT TOTAL			680.19			
290 625700			TELEPHONE & POSTAGE						
001167 AT&T MOBILITY	3065-012723	0	2023 5	INV	P	1,939.85	D-030723	202477	287288053065-FIRE D
			ACCOUNT TOTAL			1,939.85			
290 626000			UTILITIES						
000966 ENTERGY	115007112819	0	2023 5	INV	P	203.95	D-030723	202483	50134691-8945 TULAN
000966 ENTERGY	180005955487	0	2023 5	INV	P	1,474.69	D-030723	202484	15021074-6450 GETWE
000966 ENTERGY	35007652147	0	2023 5	INV	P	1,114.08	D-030723	202484	51589596-1940 STATE
000966 ENTERGY	55007511857	0	2023 5	INV	P	992.68	D-030723	202484	79401667-7980 SWINN
						3,785.40			
001145 ATMOS ENERGY	1390-0223	0	2023 5	INV	P	1,212.61	D-030723	202498	3020521390-6050 ELM
001145 ATMOS ENERGY	2695-0223	0	2023 5	INV	P	1,156.74	D-030723	202478	3019672695-7980 SWI

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
001145 ATMOS ENERGY	4569-0223	0	2023 5 INV P	989.48	D-030723	202498	3020654569-6450 GET
				3,358.83			
			ACCOUNT TOTAL	7,144.23			
290 626500			PRINTING				
029120 YOUNG LEASING CO	INV6117700	0	2023 5 INV P	244.70	D-030723	202122	ADMIN COPIER SERVIC
			ACCOUNT TOTAL	244.70			
290 626900			TRAVEL & TRAINING				
036879 FIRE LAW GROUP LLC	SHFD001	23000173	2023 5 INV P	4,500.00	D-030723	202485	DIGITAL IMAGERY TRA
			ACCOUNT TOTAL	4,500.00			
			ORG 290 TOTAL	14,508.97 *			
311			PUBLIC WORKS DEPARTMENT				
311 611300			MAINTENANCE VEHICLES				
020490 INTERSTATE BATTERY S	500062770	0	2023 5 INV P	493.46	D-030723	202488	MAT FOR SHOP
			ACCOUNT TOTAL	493.46			
311 625700			TELEPHONE & POSTAGE				
001167 AT&T MOBILITY	9041-020323	0	2023 6 INV P	283.10	D-030723	202551	287251729041- PUBLI
			ACCOUNT TOTAL	283.10			
311 626000			UTILITIES				
000966 ENTERGY	100006089185	0	2023 5 INV P	25.65	D-030723	202117	16344749- SWEET FLA
000966 ENTERGY	120005967217	0	2023 6 INV P	410.56	D-030723	202566	42493999-8191 TULAN
000966 ENTERGY	200005265246	0	2023 6 INV P	44.26	D-030723	202564	158165845-2719 BROO
000966 ENTERGY	2025432586	0	2023 5 INV P	80,552.82	D-030723	202566	16836199-STREET LIG
000966 ENTERGY	290005534587	0	2023 5 INV P	1,805.66	D-030723	202118	16833121-5813 PEPPE
000966 ENTERGY	300003939860	0	2023 5 INV P	513.99	D-030723	202118	15064967-ST LTS CIT
000966 ENTERGY	70007532198	0	2023 5 INV P	58.11	D-030723	202118	150262913-CHERRY BL
				83,411.05			
			ACCOUNT TOTAL	83,411.05			
			ORG 311 TOTAL	84,187.61 *			
315			CITY TRAFFIC AND STREETS LIGHT				
315 626000			UTILITIES				
000966 ENTERGY	105007145562	0	2023 6 INV P	116.35	D-030723	202565	15556418- STATELINE
000966 ENTERGY	125007059563	0	2023 6 INV P	229.40	D-030723	202566	16832230-453 AIRPOR
000966 ENTERGY	125007059564	0	2023 6 INV P	116.35	D-030723	202565	16834293-HWY 51 @ C
000966 ENTERGY	125007061511	0	2023 6 INV P	42.40	D-030723	202564	18054445-8777 WHITW
000966 ENTERGY	130005929657	0	2023 5 INV P	58.96	D-030723	202118	63799183-6715 HOSPI
000966 ENTERGY	135007018856	0	2023 6 INV P	27.66	D-030723	202564	31166523-1200 BROOK

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S		WARRANT	CHECK	DESCRIPTION
000966 ENTERGY	140005895698	0	2023 6	INV P	45.89	D-030723	202564	89417232-6006 GETWE
000966 ENTERGY	140005895715	0	2023 6	INV P	56.86	D-030723	202564	90253295-8507 INVER
000966 ENTERGY	150005904188	0	2023 6	INV P	61.99	D-030723	202565	79896114-984 STATEL
000966 ENTERGY	15007923740	0	2023 6	INV P	40.28	D-030723	202564	16835951-STATELINE
000966 ENTERGY	15007923741	0	2023 6	INV P	95.99	D-030723	202565	16839979-ST LINE RD
000966 ENTERGY	15007923742	0	2023 6	INV P	21.79	D-030723	202564	16850182-GREENBROOK
000966 ENTERGY	155006941194	0	2023 6	INV P	121.35	D-030723	202565	17327354-SWINNEA RD
000966 ENTERGY	160005874906	0	2023 5	INV P	115.84	D-030723	202118	110822004- MS 302 @
000966 ENTERGY	160005875021	0	2023 5	INV P	41.81	D-030723	202117	145700183-2996 COLL
000966 ENTERGY	175006903952	0	2023 5	INV P	48.43	D-030723	202517	164909244-GETWELL &
000966 ENTERGY	20008818779	0	2023 6	INV P	45.43	D-030723	202564	50881416-4005 STATE
000966 ENTERGY	210005383229	0	2023 6	INV P	35.38	D-030723	202564	16839003- HWY 51 &
000966 ENTERGY	220005441299	0	2023 6	INV P	66.40	D-030723	202565	189364755-HWY 51 @
000966 ENTERGY	235006358057	0	2023 5	INV P	42.71	D-030723	202117	50881309-1005 CHURC
000966 ENTERGY	240005483985	0	2023 6	INV P	42.11	D-030723	202564	17624495-3005 STANT
000966 ENTERGY	255006164579	0	2023 5	INV P	41.35	D-030723	202117	16832941-5140 TCHUL
000966 ENTERGY	255006164580	0	2023 5	INV P	135.90	D-030723	202118	16835019-T L MILLBR
000966 ENTERGY	255006164584	0	2023 5	INV P	33.84	D-030723	202117	16850885-AIRWAYS &
000966 ENTERGY	260005528850	0	2023 6	INV P	122.36	D-030723	202565	61645719-7655 AIRWA
000966 ENTERGY	260005528851	0	2023 6	INV P	173.92	D-030723	202565	61645784-7532 SOUTH
000966 ENTERGY	265006097929	0	2023 5	INV P	43.77	D-030723	202117	16838005-4830 AIRWA
000966 ENTERGY	265006112591	0	2023 6	INV P	232.83	D-030723	202566	110822012-STATELINE
000966 ENTERGY	270005546178	0	2023 5	INV P	46.62	D-030723	202117	124065178-AIRWAYS B
000966 ENTERGY	270005546179	0	2023 5	INV P	53.86	D-030723	202117	124075086-AIRWAYS B
000966 ENTERGY	275006038997	0	2023 6	INV P	42.40	D-030723	202564	19047497-951 RASCO
000966 ENTERGY	280005547824	0	2023 6	INV P	50.39	D-030723	202564	68134634-NORTHWEST
000966 ENTERGY	280005547825	0	2023 6	INV P	87.88	D-030723	202565	68135326-STATELINE
000966 ENTERGY	285005924562	0	2023 5	INV P	44.07	D-030723	202117	91224535-992 CHURCH
000966 ENTERGY	290005534588	0	2023 5	INV P	42.58	D-030723	202117	16837783-3005 COLLE
000966 ENTERGY	290005534589	0	2023 5	INV P	46.50	D-030723	202117	16853152-488 CHURCH
000966 ENTERGY	290005540792	0	2023 6	INV P	227.45	D-030723	202566	100968049-8770 NORT
000966 ENTERGY	295005840926	0	2023 6	INV P	42.40	D-030723	202564	19131200-8185 GETWE
000966 ENTERGY	295005844738	0	2023 6	INV P	47.97	D-030723	202564	47904040-8683 AIRWA
000966 ENTERGY	300003938560	0	2023 5	INV P	48.43	D-030723	202117	52730470-85 CHURCH
000966 ENTERGY	30008566044	0	2023 6	INV P	115.89	D-030723	202565	110821964-ST LINE H
000966 ENTERGY	30008566045	0	2023 6	INV P	91.00	D-030723	202565	110821972-STATELINE
000966 ENTERGY	30008566046	0	2023 6	INV P	95.99	D-030723	202565	110821998-MISS VALL
000966 ENTERGY	30008566047	0	2023 6	INV P	91.90	D-030723	202565	110822038-RASCO RD
000966 ENTERGY	310003929466	0	2023 5	INV P	42.65	D-030723	202117	85056398-750 BROOKS
000966 ENTERGY	315005333979	0	2023 5	INV P	115.89	D-030723	202118	16293359-WHITWORTH
000966 ENTERGY	315005334815	0	2023 6	INV P	84.12	D-030723	202565	16837528-STATELINE
000966 ENTERGY	315005335805	0	2023 6	INV P	46.50	D-030723	202564	115078636-1989 STAT
000966 ENTERGY	360003783377	0	2023 6	INV P	180.30	D-030723	202565	169321593-2810 MAY
000966 ENTERGY	390003757409	0	2023 5	INV P	53.55	D-030723	202117	89417216-5577 GETWE
000966 ENTERGY	40008276486	0	2023 5	INV P	39.53	D-030723	202117	161881305-699 RESEA
000966 ENTERGY	405004473836	0	2023 5	INV P	71.17	D-030723	202118	108163825-6145 AIRW
000966 ENTERGY	405004475016	0	2023 5	INV P	27.30	D-030723	202517	176873271-WHITWORTH
000966 ENTERGY	405004476610	0	2023 6	INV P	30.53	D-030723	202564	180865792-STATELINE
000966 ENTERGY	405004477222	0	2023 6	INV P	139.53	D-030723	202565	52482346-8355 AIRWA
000966 ENTERGY	410002942443	0	2023 5	INV P	115.84	D-030723	202118	19075704- MS 302 &
000966 ENTERGY	420003057051	0	2023 6	INV P	121.35	D-030723	202565	110821956-HHWY 51 @
000966 ENTERGY	425004389933	0	2023 6	INV P	79.36	D-030723	202565	160129912-HWY 51 @

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S		WARRANT	CHECK	DESCRIPTION
000966 ENTERGY	430003071294	0	2023 5	INV P	61.08	D-030723	202118	153800891-GOODMAN R
000966 ENTERGY	440003070357	0	2023 6	INV P	62.12	D-030723	202565	147671986-SE CORNER
000966 ENTERGY	440003070358	0	2023 6	INV P	61.08	D-030723	202565	147671994-GOODMAN &
000966 ENTERGY	45007571802	0	2023 6	INV P	27.79	D-030723	202564	15540321-367 RASCO
000966 ENTERGY	480003129295	0	2023 5	INV P	48.89	D-030723	202117	59478867-6345 AIRWA
000966 ENTERGY	480003129296	0	2023 5	INV P	43.29	D-030723	202117	59478941-6610 AIRWA
000966 ENTERGY	480003129297	0	2023 5	INV P	52.22	D-030723	202117	58522954-6875 AIRWA
000966 ENTERGY	480003132447	0	2023 6	INV P	38.05	D-030723	202564	64945074-805 RASCO
000966 ENTERGY	495004016879	0	2023 5	INV P	56.86	D-030723	202117	68387034-249 GOODMA
000966 ENTERGY	60007650102	0	2023 5	INV P	95.50	D-030723	202118	16713240-CHURCH RD
000966 ENTERGY	60007650103	0	2023 5	INV P	40.03	D-030723	202117	16713968- CHURCH RD
000966 ENTERGY	60007656962	0	2023 6	INV P	52.06	D-030723	202564	68134584- HAMILTON
000966 ENTERGY	70007542322	0	2023 6	INV P	229.51	D-030723	202566	69086056-HAMILTON
000966 ENTERGY	90007448677	0	2023 6	INV P	50.10	D-030723	202564	149789885- MS VALLE
000966 ENTERGY	95007204111	0	2023 6	INV P	614.31	D-030723	202566	55245484-8935 COMME
					6,113.19			
			ACCOUNT TOTAL		6,113.19			
		ORG 315	TOTAL		6,113.19*			
411		PARKS DEPARTMENT						
411 612200			MAINTENANCE EQUIPMENT & BUILD					
005609 A&B FAST AUTO GLASS	1065056	0	2023 5	INV P	452.04	D-030723	202456	WINDSHIELD REPAIR
			ACCOUNT TOTAL		452.04			
411 612201			PARK MAINTENANCE					
019230 WASTE PRO-MEMPHIS	979897	0	2023 5	INV P	1,472.14	D-030723	202476	ACCT#116199 TRASH @
019230 WASTE PRO-MEMPHIS	982553	0	2023 5	INV P	566.31	D-030723	202543	TRASH @ HWY 51 N
019230 WASTE PRO-MEMPHIS	982554	0	2023 5	INV P	382.81	D-030723	202543	TRASH AT CHERRY VAL
019230 WASTE PRO-MEMPHIS	982556	0	2023 5	INV P	1,131.19	D-030723	202543	TRASH AT STOWEWOOD
019230 WASTE PRO-MEMPHIS	982557	0	2023 5	INV P	291.05	D-030723	202543	TRASH AT SWINNEA
019230 WASTE PRO-MEMPHIS	982558	0	2023 5	INV P	382.81	D-030723	202543	TRASH @ PINE TAR AL
					4,226.31			
			ACCOUNT TOTAL		4,226.31			
411 625700			TELEPHONE & POSTAGE					
001167 AT&T MOBILITY	1081-020323	0	2023 5	INV P	606.53	D-030723	202496	287265161081-PARKS
			ACCOUNT TOTAL		606.53			
411 626000			UTILITIES					
000966 ENTERGY	125007059586	0	2023 5	INV P	47.09	D-030723	202483	56395635-7360 US HW
000966 ENTERGY	150005908033	0	2023 5	INV P	43.01	D-030723	202517	16836454-4700 STATE
000966 ENTERGY	150005908034	0	2023 5	INV P	1,400.65	D-030723	202518	16838229-4700 STATE
000966 ENTERGY	160005880892	0	2023 5	INV P	365.05	D-030723	202483	38822441-8925 SWINN
000966 ENTERGY	160005881043	0	2023 5	INV P	27.66	D-030723	202483	127643922-7890 GREE
000966 ENTERGY	175006911264	0	2023 5	INV P	783.14	D-030723	202483	20892766-6070 SNOWD

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR		TYP	S		WARRANT	CHECK	DESCRIPTION
000966 ENTERGY	175006911265	0	2023	5	INV	P	594.45	D-030723	202483	20291415-3480 SUNSE
000966 ENTERGY	175006912970	0	2023	5	INV	P	816.04	D-030723	202483	123335762-800 STOWE
000966 ENTERGY	20008806748	0	2023	5	INV	P	29.47	D-030723	202464	31109259-7705 TCHUL
000966 ENTERGY	20008806749	0	2023	5	INV	P	28.86	D-030723	202483	31109317-7655 TCHUL
000966 ENTERGY	20008806750	0	2023	5	INV	P	27.66	D-030723	202464	31109366-7625 TCHUL
000966 ENTERGY	20008806751	0	2023	5	INV	P	29.63	D-030723	202464	31109424-7635 TCHUL
000966 ENTERGY	20008806752	0	2023	5	INV	P	29.47	D-030723	202464	31109473-7525 TCHUL
000966 ENTERGY	20008806753	0	2023	5	INV	P	29.32	D-030723	202464	31109549-7535 TCHUL
000966 ENTERGY	20008806754	0	2023	5	INV	P	29.32	D-030723	202464	31109614-7645 TCHUL
000966 ENTERGY	20008806755	0	2023	5	INV	P	27.66	D-030723	202483	31109648-7665 TCHUL
000966 ENTERGY	20008806756	0	2023	5	INV	P	13.18	D-030723	202464	31109663-7735 TCHUL
000966 ENTERGY	20008806824	0	2023	5	INV	P	24.44	D-030723	202483	22512453-6205 GETWE
000966 ENTERGY	205006630513	0	2023	5	INV	P	160.93	D-030723	202464	74855255-6277B SNOW
000966 ENTERGY	205006630514	0	2023	5	INV	P	64.55	D-030723	202464	74869355-6277A SNOW
000966 ENTERGY	210005383228	0	2023	5	INV	P	27.79	D-030723	202483	16838419-7505 CHERR
000966 ENTERGY	210005383230	0	2023	5	INV	P	461.24	D-030723	202483	16839250-7505 CHERR
000966 ENTERGY	220005437541	0	2023	5	INV	P	497.37	D-030723	202465	18054049-SNOWDEN BA
000966 ENTERGY	220005437557	0	2023	5	INV	P	27.66	D-030723	202464	72820194-6305 SNOWD
000966 ENTERGY	230005465060	0	2023	5	INV	P	2,466.54	D-030723	202465	171475650-6650 SNOW
000966 ENTERGY	280005542531	0	2023	5	INV	P	136.06	D-030723	202464	19046408-3025 CARNI
000966 ENTERGY	295005844663	0	2023	5	INV	P	32.54	D-030723	202483	46687588-365 RASCO
000966 ENTERGY	30008560528	0	2023	5	INV	P	6,283.43	D-030723	202484	15744642-3376 NAIL
000966 ENTERGY	315005334811	0	2023	5	INV	P	218.73	D-030723	202464	16833329-3278 MAY B
000966 ENTERGY	315005334812	0	2023	5	INV	P	27.66	D-030723	202464	16834020-GETWELL &
000966 ENTERGY	315005334814	0	2023	5	INV	P	270.75	D-030723	202464	16837304-6205 SNOWD
000966 ENTERGY	315005334816	0	2023	5	INV	P	461.47	D-030723	202465	16852006-7505 STONE
000966 ENTERGY	325005246470	0	2023	5	INV	P	308.13	D-030723	202465	66074311-6208A SNOW
000966 ENTERGY	325005246471	0	2023	5	INV	P	65.87	D-030723	202464	66762873-6275 SNOWD
000966 ENTERGY	345005097045	0	2023	5	INV	P	4,389.04	D-030723	202465	44368587-3335 PINE
000966 ENTERGY	35007646133	0	2023	5	INV	P	2,307.06	D-030723	202484	182817924-6277 D SN
000966 ENTERGY	35007646134	0	2023	5	INV	P	825.81	D-030723	202484	182817932-6277C SNO
000966 ENTERGY	35007652195	0	2023	5	INV	P	28.15	D-030723	202483	117424333-1729 BROO
000966 ENTERGY	360003785279	0	2023	5	INV	P	3,611.83	D-030723	202484	41111535-7360 US HW
000966 ENTERGY	370003799135	0	2023	5	INV	P	249.15	D-030723	202483	19046929-1978 STATE
000966 ENTERGY	380003791864	0	2023	5	INV	P	27.66	D-030723	202483	69723351-8925 SWINN
000966 ENTERGY	385004782105	0	2023	5	INV	P	27.66	D-030723	202483	45692910-8925 SWINN
000966 ENTERGY	420003053996	0	2023	5	INV	P	87.88	D-030723	202464	47805247-6208 SNOWD
000966 ENTERGY	420003054598	0	2023	5	INV	P	135.75	D-030723	202483	15928989-8400 GREEN
000966 ENTERGY	510001672938	0	2023	5	INV	P	783.02	D-030723	202483	125567875-800 STOWE
000966 ENTERGY	510001672939	0	2023	5	INV	P	386.84	D-030723	202483	125567883-800 STOWE
000966 ENTERGY	60007652998	0	2023	5	INV	P	761.12	D-030723	202465	186848966-6277E SNO
							29,477.79			
001145 ATMOS ENERGY	1167-021323	0	2023	5	INV	P	326.97	D-030723	202458	4034951167-740 STOW
001145 ATMOS ENERGY	2435-0223	0	2023	5	INV	P	36.70	D-030723	202478	3019672435-8400 GRE
001145 ATMOS ENERGY	3076-0223	0	2023	5	INV	P	198.55	D-030723	202478	3020713076-8925 SWI
001145 ATMOS ENERGY	3727-0223	0	2023	5	INV	P	22.93	D-030723	202498	4010573727-800 STOW
001145 ATMOS ENERGY	4936-21023	0	2023	5	INV	P	452.82	D-030723	202458	3057134936-6205 SNO
							1,037.97			

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001234 BRIGHTSPEED	1223-021023	0	2023 6	INV P	2.40	D-030723	202554	300091223-PARKS PHO
001234 BRIGHTSPEED	200373-0223	0	2023 5	INV P	7.15	D-030723	202504	400200373-FOREVER Y
001234 BRIGHTSPEED	3210-022123	0	2023 5	INV P	174.55	D-030723	202115	465283210- PHONES
001234 BRIGHTSPEED	400200022-30323	0	2023 5	INV P	944.62	D-030723	202460	400200022 PHONES
					1,128.72			
002351 COMCAST	1174-0223	0	2023 5	INV P	650.21	D-030723	202116	8396010010001174
016529 DIRECTV	18993796X230209	0	2023 5	INV P	94.15	D-030723	202463	018993796X230209- T
016529 DIRECTV	7170-021723	0	2023 5	INV P	136.64	D-030723	202515	019027170- PARKS TV
					230.79			
			ACCOUNT TOTAL		32,525.48			
411 627901			UMPIRES					
002574 CARSON MICHAEL A	2-14-23	0	2023 5	INV P	210.00	D-030723	202480	INDOOR SOCCER UMPIR
011508 DOCKERY LAWRENCE	2-28-23	0	2023 6	INV P	135.00	D-030723	202562	INDOOR SOCCER UMPIR
015545 KLINCK ZACHARY A	2-14-23	0	2023 5	INV P	365.00	D-030723	202489	INDOOR SOCCER UMPRE
015545 KLINCK ZACHARY A	2-28-23	0	2023 6	INV P	160.00	D-030723	202579	INDOOR SOCCER UMPIR
					525.00			
018253 CHAN DAVID	2-14-23	0	2023 5	INV P	245.00	D-030723	202481	INDOOR SOCCER UMPIR
018255 PHILLIPS ERIC	2-14-23	0	2023 5	INV P	140.00	D-030723	202492	INDOOR SOCCER UMPIR
028218 COX III DAVID ROYAL	2-14-23	0	2023 5	INV P	490.00	D-030723	202482	INDOOR SOCCER UMPIR
028218 COX III DAVID ROYAL	2-28-23	0	2023 6	INV P	110.00	D-030723	202556	INDOOR SOCCER UMPIR
					600.00			
031115 MYSIEWICZ MICHAEL	2-14-23	0	2023 5	INV P	315.00	D-030723	202490	INDOOR SOCCER UMPIR
034377 DYCUS VERA	2-28-23	0	2023 6	INV P	55.00	D-030723	202563	INDOOR SOCCER UMPIR
035271 GRAHAM STEPHEN	2-14-23	0	2023 5	INV P	210.00	D-030723	202487	INDOOR SOCCER UMPIR
035406 DARBY ROBERT	2-28-23	0	2023 6	INV P	50.00	D-030723	202558	INDOOR SOCCER UMPIR
036078 BEAL BLAKE AUSTIN	2-12-23	0	2023 5	INV P	105.00	D-030723	202479	SOFTBALL UMPIRES
036317 DARBY JARED	2-28-23	0	2023 6	INV P	50.00	D-030723	202557	INDOOR SOCCER UMPIR
036319 TOWELL ETHAN	2-14-23	0	2023 5	INV P	350.00	D-030723	202493	INDOOR SOCCER UMPIR
036319 TOWELL ETHAN	2-28-23	0	2023 6	INV P	85.00	D-030723	202589	INDOOR SOCCER UMPIR
					435.00			

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S		WARRANT	CHECK	DESCRIPTION
036350 SIMPSON SPENSER	2-28-23	0	2023 6	INV P	130.00	D-030723	202585	INDOOR SOCCER UMPIR
036353 MANJARREZ DESIREE	2-28-23	0	2023 6	INV P	30.00	D-030723	202581	INDOOR SOCCER UMPIR
036519 CARTER ANDREW	2-28-23	0	2023 6	INV P	80.00	D-030723	202555	INDOOR SOCCER UMPIR
037179 TOW ZACHARY	2-28-23	0	2023 6	INV P	60.00	D-030723	202588	INDOOR SOCCER UMPIR
037193 ESPINOZA GEORGE	2-28-23	0	2023 6	INV P	15.00	D-030723	202567	INDOOR SOCCER UMPIR
			ACCOUNT TOTAL		3,390.00			
		ORG 411	TOTAL		41,200.36 *			
412		PARK TOURNAMENTS						
412 600100			WAGES AND SALARIES					
037194 WARD AYDAN C	2-17-23	0	2023 6	INV P	222.66	D-030723	202591	RE-ISSUE CHECK FROM
			ACCOUNT TOTAL		222.66			
412 627901			TOURNAMENT UMPIRE FEES					
008692 WELCH HENRY	2-25-23	0	2023 5	INV P	90.00	D-030723	202544	UMPIRES SPRING FREE
008915 RUCKER JOSEPH M	2-25-23	0	2023 5	INV P	90.00	D-030723	202537	UMPIRES SPRING FREE
017627 SMOCK NATALIE	2-27-23	0	2023 5	INV P	66.00	D-030723	202541	SCOREKEEPERS GREENB
021399 JORDAN JORDAN	2-27-23	0	2023 5	INV P	305.00	D-030723	202531	SCOREKEEPERS GREENB
021400 TAYLOR JASON L	2-25-23	0	2023 5	INV P	45.00	D-030723	202542	UMPIRES SPRING FRE
023440 CANADY DONNIE	2-25-23	0	2023 5	INV P	90.00	D-030723	202506	UMPIRES SPRING FREE
026760 WILSON VICTORIA	2-25-23	0	2023 5	INV P	150.00	D-030723	202546	UMPIRES SPRING FREE
027338 GARCIA JACOB	2-27-23	0	2023 5	INV P	66.00	D-030723	202522	SCOREKEEPERS GREENB
027447 WRIGHT TELECIA	2-25-23	0	2023 5	INV P	90.00	D-030723	202548	UMPIRES SPRING FREE
027449 ANDERSON MICHAEL	2-25-23	0	2023 5	INV P	90.00	D-030723	202495	UMPIRES SPRING FREE
027984 CRITTENDEN TAYLOR	2-27-23	0	2023 5	INV P	66.00	D-030723	202512	SCOREKEEPERS GREENB
029256 CARMICHAEL JONATHAN	2-25-23	0	2023 5	INV P	315.00	D-030723	202508	UMPIRES SPRING FREE
029257 OSBURN JASON	2-25-23	0	2023 5	INV P	90.00	D-030723	202535	UMPIRES SPRING FREE
029772 BENAFIELD STEPHEN	2-25-23	0	2023 5	INV P	90.00	D-030723	202499	UMPIRES SPRING FREE
030217 DOGAN JEREMY	2-25-23	0	2023 5	INV P	90.00	D-030723	202516	UMPIRES SPRING FREE
030226 BIRD JR RUSSELL	2-25-23	0	2023 5	INV P	90.00	D-030723	202500	UMPIRES SPRING FREE

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
031989 HARLOW WILLIAM C	10323-22023	0	2023 5	INV	P	1,410.00	D-030723	202470	TENNIS 01/03/23-02/
032259 BLUME JEFFERY	2-27-23	0	2023 5	INV	P	90.00	D-030723	202502	UMPIRES SPRING FREE
033376 CASTILLO ROBERTO	2-25-23	0	2023 5	INV	P	90.00	D-030723	202509	UMPIRES SPRING FREE
033404 JEFFRIES IAN	2-27-23	0	2023 5	INV	P	66.00	D-030723	202528	SCOREKEEPERS GREENB
033673 GAUTREA MADELINE	2-27-23	0	2023 5	INV	P	66.00	D-030723	202523	SCOREKEEPERS GREENB
033831 HARSH JEFFREY A	2-25-23	0	2023 5	INV	P	90.00	D-030723	202526	UMPIRES SPRING FREE
033832 SHERMAN TODD	2-25-23	0	2023 5	INV	P	90.00	D-030723	202539	UMPIRES SPRING FREE
033950 JONES JOHN	2-25-23	0	2023 5	INV	P	90.00	D-030723	202530	UMPIRES SPRING FREE
034000 GUTH THOMAS	2-25-23	0	2023 5	INV	P	90.00	D-030723	202524	UMPIRES SPRING FREE
034394 RICH KELSEY	2-27-23	0	2023 5	INV	P	66.00	D-030723	202536	SCOREKEEPERS GREENB
034690 DINKINS MICHAEL	2-25-23	0	2023 5	INV	P	90.00	D-030723	202514	UMPIRES SPRING FREE
035273 BROWNLEE MELISSA	2-27-23	0	2023 5	INV	P	44.00	D-030723	202505	SCOREKEEPERS GREENB
035289 KIRK KEON	2-27-23	0	2023 5	INV	P	66.00	D-030723	202533	SCOREKEEPERS GREENB
035298 BRENTS KALAH	2-25-23	0	2023 5	INV	P	45.00	D-030723	202503	UMPIRES SPRING FREE
035457 SHELL WILLIAM	2-27-23	0	2023 5	INV	P	66.00	D-030723	202538	SCOREKEEPERS GREENB
035752 HOOD KAYLEE	2-27-23	0	2023 5	INV	P	66.00	D-030723	202527	SCOREKEEPERS GREENB
035924 BIRMINGHAM SHANE	2-25-23	0	2023 5	INV	P	90.00	D-030723	202501	UMPIRES SPRING FREE
035967 CANIZARO KASEY	2-27-23	0	2023 5	INV	P	66.00	D-030723	202507	SCOREKEEPERS GREENB
036342 JOHNSON ERIN	2-27-23	0	2023 5	INV	P	66.00	D-030723	202529	SCOREKEEPERS GREENB
037098 HAMPTON ISABELL	2-27-23	0	2023 5	INV	P	66.00	D-030723	202525	SCOREKEEPERS GREENB
037106 CHE' AVA	2-27-23	0	2023 5	INV	P	66.00	D-030723	202510	SCOREKEEPERS GREENB
037107 WHITE CALEB	2-27-23	0	2023 5	INV	P	66.00	D-030723	202545	SCOREKEEPERS GREENB
037109 WRIGHT JAMES DARRELL	2-27-23	0	2023 5	INV	P	66.00	D-030723	202547	SCOREKEEPERS GREENB
037111 CRAIG TAMLYN	2-27-23	0	2023 5	INV	P	66.00	D-030723	202511	SCOREKEEPERS GREENB
037116 FAIRLEY LENDEN	2-27-23	0	2023 5	INV	P	66.00	D-030723	202519	SCOREKEEPERS GREENB
037117 FAIRLEY LONDEN	2-27-23	0	2023 5	INV	P	66.00	D-030723	202520	SCOREKEEPERS GREENB

YEAR/PERIOD: 2022/1 TO 2023/6

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
			ACCOUNT TOTAL	5,032.00			
			ORG 412 TOTAL	5,254.66			
511			MUNICIPAL CODE ENFORCEMENT				
511 625700			TELEPHONE & POSTAGE				
001167 AT&T MOBILITY	7723-020323	0	2023 5 INV P	282.65	D-030723	202477	ACCT#287269097723 A
			ACCOUNT TOTAL	282.65			
			ORG 511 TOTAL	282.65			
902			GENERAL EXPENSES				
902 620902			FACILITIES MANAGEMENT				
000172 AUTOMATIC RAIN	16384	0	2023 5 INV P	118.00	D-030723	202114	LIBRARY WINTERIZE
000172 AUTOMATIC RAIN	16394	0	2023 5 INV P	118.00	D-030723	202114	CITY HALL MAIN ENTR
000172 AUTOMATIC RAIN	16397	0	2023 5 INV P	118.00	D-030723	202114	ISLANDS @ NORTHWEST
000172 AUTOMATIC RAIN	16398	0	2023 5 INV P	118.00	D-030723	202114	INTERSTATE ISLAND @
000172 AUTOMATIC RAIN	16404	0	2023 5 INV P	210.00	D-030723	202114	PARK BUILDING WINTE
000172 AUTOMATIC RAIN	16408	0	2023 5 INV P	118.00	D-030723	202114	F.S #4 WINTERIZE
000172 AUTOMATIC RAIN	16436	0	2023 5 INV P	118.00	D-030723	202114	F.S #2 WINTERIZE
				918.00			
000966 ENTERGY	125007059562	0	2023 5 INV P	5,126.68	D-030723	202518	16831992-8700 NORTH
000966 ENTERGY	135007016744	0	2023 5 INV P	945.84	D-030723	202518	16004111-8889 NORTH
000966 ENTERGY	135007016759	0	2023 5 INV P	92.56	D-030723	202517	15991573-8710 NORTH
000966 ENTERGY	150005908032	0	2023 5 INV P	41.96	D-030723	202517	16832636-4085 STATE
000966 ENTERGY	160005888909	0	2023 5 INV P	38.35	D-030723	202517	110165339-5730 STAT
000966 ENTERGY	190006096936	0	2023 5 INV P	485.60	D-030723	202518	130057649-7312 HWY
000966 ENTERGY	295005841005	0	2023 5 INV P	39.85	D-030723	202464	60209269-7111 TCHUL
000966 ENTERGY	345005099794	0	2023 5 INV P	516.21	D-030723	202518	119287241-1855 FIRS
000966 ENTERGY	40008289837	0	2023 5 INV P	86.07	D-030723	202517	80540586-8889 NORTH
000966 ENTERGY	60007656915	0	2023 5 INV P	3,184.83	D-030723	202518	68111178-8554 NORTH
				10,557.95			
001099 NORTH MS PEST CONTRO	132-01226378	0	2023 5 INV P	145.00	D-030723	202491	PARKS BUILDING TERM
001099 NORTH MS PEST CONTRO	132-01226380	0	2023 5 INV P	145.00	D-030723	202491	TERMITE CONTROL- SN
001099 NORTH MS PEST CONTRO	132-01228140	0	2023 5 INV P	180.00	D-030723	202491	TENNIS COMPLEX TERM
001099 NORTH MS PEST CONTRO	132-01228142	0	2023 5 INV P	180.00	D-030723	202491	GOLF CENTER TERMITE
001099 NORTH MS PEST CONTRO	132-01228788	0	2023 5 INV P	181.90	D-030723	202491	SPD- TERMITE CONTRO
				831.90			
008127 WASTE CONNECTIONS OF	6787061W010	0	2023 5 INV P	71.94	D-030723	202121	DUMPSTERS
008127 WASTE CONNECTIONS OF	6787110W010	0	2023 5 INV P	29.86	D-030723	202121	DUMPSTERS
008127 WASTE CONNECTIONS OF	6788146W010	0	2023 5 INV P	20.75	D-030723	202121	DUMPSTERS
008127 WASTE CONNECTIONS OF	6789277W010	0	2023 5 INV P	238.89	D-030723	202121	DUMPSTER
				361.44			

YEAR/PERIOD: 2022/1 TO 2023/6

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
030629 AMAZON CAPITAL	17LJQGWV3PFG	0	2023 5 INV P	81.79	D-030723	202494	SUPPLIES FOR ARCHIV
			ACCOUNT TOTAL	12,751.08			
		ORG 902	TOTAL	12,751.08•			
904	LITIGATION						
904 629100			CLAIMS PAYMENTS				
037140 GUEST PATTI	2-22-23	0	2023 5 INV P	107.00	D-030723	202469	CLAIM-BOARD APPROVE
037141 TYUS MELEIAH	2-22-23	0	2023 5 INV P	1,582.23	D-030723	202474	CLAIM- BOARD APPROV
			ACCOUNT TOTAL	1,689.23			
		ORG 904	TOTAL	1,689.23 •			
905	LIABILITY INSURANCE						
905 629300			INSURANCE-LIABILITY				
011139 TRAVELERS	105761040-23	0	2023 5 INV P	5,086.00	D-030723	202590	UN-EMPLOYMENT BONDS
			ACCOUNT TOTAL	5,086.00			
		ORG 905	TOTAL	5,086.00 •			
FUND 0010 GENERAL FUND			TOTAL:	207,827.09			

YEAR/PERIOD: 2022/1 TO 2023/6

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
611			SPECIAL ASSESSMENTS EXPEND				
611 626101			SOUTHERN LIGHTS PROMOTION				
025911 UNITED DAUGHTERS	448 1-17-23	0	2023 5 INV P	1,262.89	D-030723	202475	RE-ISSUE SOUTHERN L
			ACCOUNT TOTAL	1,262.89			
			ORG 611 TOTAL	1,262.89			
FUND 0240 TOURIST & CONVENTION			TOTAL:	1,262.89			

YEAR/PERIOD: 2022/1 TO 2023/6

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
0400			UTILITY FUND				
0400 130700			ACCOUNTS RECEIVABLE				
036595 LADNER DEBORAH	10-27-2022	0	2023 6 INV P	58.92	D-030723	202580	UTILITY REFUND RISS
037176 KINNEY FAITH	41936	0	2023 5 INV P	77.90	D-030723	202532	RE-ISSUE UTILITY RE
			ACCOUNT TOTAL	136.82			
			ORG 0400 TOTAL	136.82			
825			UTILITY MAINTENANCE EXPENSES				
825 611000			MATERIALS				
030629 AMAZON CAPITAL	19XH667T1DV1	0	2023 5 INV P	601.68	D-030723	202494	GLOVES
030629 AMAZON CAPITAL	1FRWGLMC331G	0	2023 5 INV P	56.22	D-030723	202494	JET LUBE
				657.90			
			ACCOUNT TOTAL	657.90			
825 625700			TELEPHONE & POSTAGE				
001167 AT&T MOBILITY	4319-012723	0	2023 5 INV P	1,556.28	D-030723	202457	ACCT#287309584319-
001167 AT&T MOBILITY	60413-020323	0	2023 5 INV P	1,808.71	D-030723	202457	ACCT#287251660413 U
				3,364.99			
			ACCOUNT TOTAL	3,364.99			
825 626000			UTILITIES				
000966 ENTERGY	105007149091	0	2023 5 INV P	38.05	D-030723	202517	
000966 ENTERGY	125007059566	0	2023 5 INV P	97.27	D-030723	202517	16835787-HUDGINS RD
000966 ENTERGY	125007059567	0	2023 5 INV P	9,893.46	D-030723	202518	16850588-7525 GREEN
000966 ENTERGY	170005880005	0	2023 5 INV P	116.72	D-030723	202518	16835233-TOWN & COU
000966 ENTERGY	170005880006	0	2023 5 INV P	43.29	D-030723	202517	16839508-8989 STANT
000966 ENTERGY	2025434950	0	2023 5 INV P	10,407.53	D-030723	202518	16853459-5850 GETWE
000966 ENTERGY	2025434961	0	2023 5 INV P	5,232.62	D-030723	202518	76259076-3088 NAIL
000966 ENTERGY	235006362804	0	2023 5 INV P	43.13	D-030723	202517	163913981-SWINNEA R
000966 ENTERGY	315005334817	0	2023 5 INV P	30.08	D-030723	202464	16852907-1334 GOODM
000966 ENTERGY	335005205125	0	2023 5 INV P	35.49	D-030723	202517	71532782-1433 STATE
000966 ENTERGY	370003799136	0	2023 5 INV P	14.86	D-030723	202517	19047166-1281 BROOK
000966 ENTERGY	380003791667	0	2023 5 INV P	41.81	D-030723	202517	18141937-8440 GREEN
000966 ENTERGY	40008286524	0	2023 5 INV P	8.87	D-030723	202517	16851180-7696 AIRWA
000966 ENTERGY	40008286525	0	2023 5 INV P	28.80	D-030723	202517	16851735-5795 PEPPE
000966 ENTERGY	430003073408	0	2023 5 INV P	244.15	D-030723	202518	102092335-8182 GETW
000966 ENTERGY	460003128196	0	2023 5 INV P	27.66	D-030723	202464	39758438-5850 GETWE
000966 ENTERGY	480003131234	0	2023 5 INV P	103.91	D-030723	202464	167538396-8827 GETW
				26,407.70			
001145 ATMOS ENERGY	5862-0223	0	2023 5 INV P	22.93	D-030723	202497	4024565862-8182 GET
002351 COMCAST	1174-0223	0	2023 5 INV P	708.10	D-030723	202116	8396010010001174

YEAR/PERIOD: 2022/1 TO 2023/6

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
			ACCOUNT TOTAL	27,138.73			
		ORG 825	TOTAL	31,161.62			
FUND 0400 UTILITY FUND			TOTAL:	31,298.44			

YEAR/PERIOD: 2022/1 TO 2023/6

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
850		MAINTENANCE EXPENSES							
850 622100			PROFESSIONAL SERVICES						
008127 WASTE CONNECTIONS OF	6785473W010	0	2023 5	INV	P	1,105.84	D-030723	202121	PROFESSIONAL SERVIC
			ACCOUNT TOTAL			1,105.84			
			ORG 850 TOTAL			1,105.84			
FUND 0450 SANITATION FUND			TOTAL:			1,105.84			

YEAR/PERIOD: 2022/1 TO 2023/6

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
0600				PAYROLL FUND				
0600	214700			GARNISHMENTS				
021029	CHAPLAINS BENEVOLENC	FEB2023FIRE	0	2023 5 INV P	250.00	D-030723	202462	FIRE DEPT BENEVOLEN
021029	CHAPLAINS BENEVOLENC	FEBRUARY-2023 POLICE	0	2023 5 INV P	40.00	D-030723	202461	POLICE DEPT BENEVOL
					290.00			
				ACCOUNT TOTAL	290.00			
0600	215700			MS CREDIT UNION				
001407	MS PUBLIC EE CR UN	FEB-23	0	2023 5 INV P	3,819.98	D-030723	202473	EMP CONTRIBUTIONS
				ACCOUNT TOTAL	3,819.98			
0600	216106			ID THEFT/PREPD LEGAL				
014191	PRE-PAID LEGAL SERVI	2052023	0	2023 5 INV P	2,473.80	D-030723	202120	PREPAID LEGAL SERV
				ACCOUNT TOTAL	2,473.80			
				ORG 0600 TOTAL	6,583.78			
	FUND 0600 PAYROLL FUND			TOTAL:	6,583.78			

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YEAR/PERIOD: 2022/1 TO 2023/6

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
611		SPECIAL ASSESSMENTS EXPEND					
611 626105			SPRINGFEST EXPENSE				
001176 MS DEPT OF REVENUE	2-28-23	0	2023 5 DIR P	10.00	W-030723	57170	SPRINGFEST 2023 BEE
			ACCOUNT TOTAL	10.00			
		ORG 611	TOTAL	10.00			
FUND 0240 TOURIST & CONVENTION			TOTAL:	10.00			

YEAR/PERIOD: 2022/1 TO 2023/6

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
0600			PAYROLL FUND				
0600 214900			DEFERRED COMPENSATION				
002311 EMPOWER RETIREMENT	2-17-2023	0	2023 5 DIR P	3,587.50	W-030723	57166	DEF COMP EMP CONTRI
002311 EMPOWER RETIREMENT	2-27-23	0	2023 5 DIR P	5,766.72	W-030723	57168	DEF COM FEB 24,2023
				9,354.22			
			ACCOUNT TOTAL	9,354.22			
0600 215101			CAF-PRETAX MEDICAL				
022644 CORPORATE PLANNING	2-17-2023	0	2023 5 DIR P	5,179.00	W-030723	57165	FEB 17,2023 FSA/DC
			ACCOUNT TOTAL	5,179.00			
0600 216100			SHORT TERM DISABILITY				
035154 COLONIAL LIFE	57505750107954	0	2023 5 DIR P	4,615.30	W-030723	57164	EMP SHORT TERM DISA
			ACCOUNT TOTAL	4,615.30			
			ORG 0600 TOTAL	19,148.52			
FUND 0600 PAYROLL FUND			TOTAL:	19,148.52			

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

YEAR/PERIOD: 2022/1 TO 2023/6

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
0600		PAYROLL FUND					
0600 215101			CAF-PRETAX MEDICAL				
022644 CORPORATE PLANNING	2-24-23	0	2023 5 DIR P	1,642.84	WIRE	57167	FEB 24,2023 FSA REP
			ACCOUNT TOTAL	1,642.84			
		ORG 0600	TOTAL	1,642.84			
FUND 0600 PAYROLL FUND			TOTAL:	1,642.84			

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YEAR/PERIOD: 2022/1 TO 2023/6

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S		WARRANT	CHECK	DESCRIPTION
0400		UTILITY FUND						
0400 130700			ACCOUNTS RECEIVABLE					
010842 AUSTIN LANCE	42120	0	2023 5	INV A	75.75	U-030723		
019719 WEST BANKHEAD PROPER	42066	0	2023 5	INV A	93.48	U-030723		
022571 HILL WAYNE & DIANE-R	42068	0	2023 5	INV A	98.52	U-030723		
022972 HATTON NATALIE	42085	0	2023 5	INV A	23.10	U-030723		
023831 HOLLIDAY ALICE	42119	0	2023 5	INV A	95.45	U-030723		
026680 SKY LAKE CONSTRUCTIO	42103	0	2023 5	INV A	75.26	U-030723		
026680 SKY LAKE CONSTRUCTIO	42105	0	2023 5	INV A	75.26	U-030723		
026680 SKY LAKE CONSTRUCTIO	42106	0	2023 5	INV A	86.99	U-030723		
					237.51			
026683 PINNACLE DEVELOPMENT	42104	0	2023 5	INV A	60.65	U-030723		
026683 PINNACLE DEVELOPMENT	42116	0	2023 5	INV A	95.45	U-030723		
					156.10			
026693 YOUR HOME LLC	42069	0	2023 5	INV A	98.36	U-030723		
026693 YOUR HOME LLC	42108	0	2023 5	INV A	95.45	U-030723		
					193.81			
026847 WILLIAMS STEPHANIE -	42075	0	2023 5	INV A	125.00	U-030723		
026998 WETHERALD DAVID - R	42070	0	2023 5	INV A	63.72	U-030723		
028154 TOP NOTCH HOMES LLC	42062	0	2023 5	INV A	125.00	U-030723		
028154 TOP NOTCH HOMES LLC	42063	0	2023 5	INV A	125.00	U-030723		
					250.00			
029488 901 PROPERTIES	42065	0	2023 5	INV A	125.00	U-030723		
034210 MYND MANAGEMENT INC	42114	0	2023 5	INV A	95.45	U-030723		
035815 D. R. HORTON	42101	0	2023 5	INV A	101.60	U-030723		
035815 D. R. HORTON	42102	0	2023 5	INV A	107.45	U-030723		
035815 D. R. HORTON	42112	0	2023 5	INV A	95.45	U-030723		
					304.50			
036763 HOTTY TODDY LLC - UB	42117	0	2023 5	INV A	89.60	U-030723		
036811 MAIN STREET RENEWAL	42107	0	2023 5	INV A	95.45	U-030723		
037019 ROSS FRANKLIN A	42082	0	2023 5	INV A	14.64	U-030723		

YEAR/PERIOD: 2022/1 TO 2023/6

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
037019 ROSS FRANKLIN A	42083	0	2023 5	INV	A	17.55	U-030723		
						32.19			
037124 MONA WHEELER - UBOVP	42064	0	2023 5	INV	A	125.00	U-030723		
037125 WRI PROPERTY - UBOV	42067	0	2023 5	INV	A	71.72	U-030723		
037126 SMITH POLLY -	42072	0	2023 5	INV	A	125.00	U-030723		
037127 DOUELL WILL - UBOVPM	42073	0	2023 5	INV	A	98.36	U-030723		
037128 WILLIAMS KENNON	42074	0	2023 5	INV	A	125.00	U-030723		
037129 MARCUS WILLIAMS - UB	42076	0	2023 5	INV	A	90.36	U-030723		
037130 WHITSELL JASON UBO	42077	0	2023 5	INV	A	191.19	U-030723		
037130 WHITSELL JASON UBO	42118	0	2023 5	INV	A	95.45	U-030723		
						286.64			
037131 WILLIAMS TED & BREND	42078	0	2023 5	INV	A	125.00	U-030723		
037132 WORLDWIDE PROPERTIES	42079	0	2023 5	INV	A	45.08	U-030723		
037133 901 HOME CASH OFFER	42080	0	2023 5	INV	A	98.36	U-030723		
037134 WO SFR LLC - UBOVPM	42081	0	2023 5	INV	A	125.00	U-030723		
037153 BROCK CANDICE	42086	0	2023 5	INV	A	48.35	U-030723		
037154 SPAKE ROGER	42087	0	2023 5	INV	A	48.35	U-030723		
037155 LUCAS HILCIA & VILLE	42088	0	2023 5	INV	A	58.20	U-030723		
037156 JOHNSON HUGH II	42089	0	2023 5	INV	A	15.86	U-030723		
037157 TAYLOR ROBERT	42090	0	2023 5	INV	A	60.35	U-030723		
037158 JOHNSON PATRICIA	42091	0	2023 5	INV	A	58.65	U-030723		
037159 LOPEZ JO	42092	0	2023 5	INV	A	35.70	U-030723		
037160 KENT COVELL JR	42093	0	2023 5	INV	A	95.45	U-030723		
037161 HOPKINS JANICE	42094	0	2023 5	INV	A	107.45	U-030723		
037162 HENNELLY ANITA	42095	0	2023 5	INV	A	65.90	U-030723		
037163 MANLEY MARY	42096	0	2023 5	INV	A	7.07	U-030723		
037164 LOTT BOBBY	42097	0	2023 5	INV	A	75.75	U-030723		

YEAR/PERIOD: 2022/1 TO 2023/6

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
037165 OWENS OTHA	42098	0	2023 5	INV	A	60.05	U-030723		
037166 ALKHADHER SULAIMAN	42099	0	2023 5	INV	A	39.16	U-030723		
037167 MUDDY RIVERS PROPERT	42100	0	2023 5	INV	A	77.90	U-030723		
037168 BRYAN REALTY	42109	0	2023 5	INV	A	12.62	U-030723		
037169 MUDDLERS LIQUOR AND	42110	0	2023 5	INV	A	114.40	U-030723		
037170 MONTGOMERY NATHANIEL	42111	0	2023 5	INV	A	39.26	U-030723		
037171 JASON BESS - UBOVPM	42113	0	2023 5	INV	A	65.90	U-030723		
037172 SHAO Y. JIANG	42115	0	2023 5	INV	A	54.20	U-030723		
037173 DESOTO MANAGEMENT &	42121	0	2023 5	INV	A	87.45	U-030723		
			ACCOUNT TOTAL			4,698.17			
		ORG 0400	TOTAL			4,698.17			

FUND 0400 UTILITY FUND TOTAL: 4,698.17

YEAR/PERIOD: 2022/1 TO 2023/6

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
0450		SANITATION FUND								
0450	130700			ACCOUNTS RECEIVABLE						
037019	ROSS FRANKLIN A	42082	0	2023 5	INV	A	12.00	U-030723		
037019	ROSS FRANKLIN A	42083	0	2023 5	INV	A	12.00	U-030723		
							24.00			
				ACCOUNT TOTAL			24.00			
0450	130707			ACCOUNT RECEIVABLE RECYCLE						
022714	WEICHERT REALTOR, BE	42071	0	2023 5	INV	A	77.19	U-030723		
037019	ROSS FRANKLIN A	42082	0	2023 5	INV	A	6.53	U-030723		
037019	ROSS FRANKLIN A	42083	0	2023 5	INV	A	6.53	U-030723		
							13.06			
				ACCOUNT TOTAL			90.25			
				ORG 0450 TOTAL			114.25			

FUND 0450 SANITATION FUND TOTAL: 114.25

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The City of Southaven Docket Recap
MARCH 7, 2023
Special Docket

General Fund		-
Fire	-	
Ems	-	
Public Works	-	
Parks	-	
Facilities Management	-	
Tourist & Convention	-	
Payroll Fund	20,596.12	
SPECIAL DOCKET TOTAL		**20,596.12**

*Note: Life Insurance Company of North America (Cigna)

IN THE CHANCERY COURT OF DESOTO COUNTY, MISSISSIPPI

IN THE MATTER OF THE ENLARGING,
EXTENDING AND DEFINING THE CORPORATE
LIMITS AND BOUNDARIES OF THE CITY
OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI

CITY OF OLIVE BRANCH, MISSISSIPPI
PLAINTIFF

VS. CAUSE NO. 22-CV-2316

CITY OF SOUTHAVEN, MISSISSIPPI and
CITY OF HERNANDO, MISSISSIPPI DEFENDANTS

**JOINT STIPULATION OF NON-OBJECTION BY
THE CITY OF OLIVE BRANCH, MISSISSIPPI AND
THE CITY OF SOUTHAVEN, MISSISSIPPI**

WHEREAS, the City of Olive Branch, Mississippi ("Olive Branch") filed a Complaint in the Nature of a Petition for the Ratification, Approval, and Confirmation of an Ordinance Enlarging, Extending, and Defining the Corporate Limits and Boundaries of the City of Olive Branch, DeSoto County, Mississippi (hereinafter "Olive Branch Annexation Petition") in Cause No. 22-cv-2316 in the Chancery Court of DeSoto County, Mississippi on December 22, 2022;

WHEREAS, Olive Branch is seeking to annex two parcels as depicted in the Complaint;

WHEREAS, the parcels Olive Branch seeks to annex are approximately one (1) mile east of Malone Road;

WHEREAS, since the mid 1990's, the City of Olive Branch and the City of Southaven have recognized Malone Road (and its north/south extension along section lines) as the dividing line between the two respective cities (hereinafter referred to as the "Malone Road Understanding")(the "Malone Road boundary" is defined as Malone Road and the north/south section line which is comprised as the west section line of Sections 11, 14, 23, 26, 35, 2, 11, etc., and including the 673' offset adjacent to Section 2, Township 2 South, Range 7 West);

WHEREAS, the City of Olive Branch initiated an annexation in 1996 which complied with the Malone Road Understanding, and has not initiated any municipal annexation since such time (including the recent 2018 annexation) which crossed the Malone Road boundary;

WHEREAS, the City of Southaven initiated annexations in 1997 and 2009 which complied with the Malone Road Understanding, and has not initiated any municipal annexations since such time which crossed the Malone Road boundary;

WHEREAS, the City of Olive Branch and the City of Southaven have previously contemplated Malone Road and its north/south extension along section lines (along with the aforementioned 673' offset) as the boundary between the cities for the past twenty-five (25) years;

WHEREAS, the recent annexation by the City of Olive Branch in Cause No. 2018-cv-2230 is representative of the intent of the two cities to give effect to the Malone Road Understanding;

WHEREAS, the cities of Olive Branch and Southaven entered into a stipulation in the recent Olive Branch annexation case which memorializes the Malone Road Understanding;

WHEREAS, the City of Southaven stipulates that there is a need for municipal services in urbanizing areas of DeSoto County, Mississippi, including, but not limited to, areas extending to the south along the Malone Road boundary, in areas proximate to I-269 and similar areas;

WHEREAS, the City of Olive Branch has paths of growth extending east, southeast, south, and southwest of the current city limits, including area located at the northeast corner of the Malone Road/Byhalia Road intersection;

WHEREAS, the City of Southaven has paths of growth extending south of the current city limits including areas west of Malone and north of Pleasant Hill Road;

WHEREAS, the City of Southaven does not oppose the City of Olive Branch's annexation in Cause No. 22-cv-2316 in that the annexation does not encroach into the path of growth and planning areas of Southaven. Further, the City of Southaven stipulates that unincorporated Desoto County, specifically areas adjacent to I-269 interchanges, is urbanizing and in need of municipal services;

WHEREAS, the City of Olive Branch hereby covenants not to oppose any future annexation by the City of Southaven to the south which recognizes and does not cross the Malone Road boundary;

WHEREAS, the City of Southaven hereby covenants not to oppose the current Olive Branch annexation or any future annexation by the City of Olive Branch to the southwest which recognizes and does not cross the Malone Road boundary.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City of Olive Branch, Mississippi and the City of Southaven, Mississippi hereby enter into this Stipulation of Non-Objection By The City of Olive Branch, Mississippi and The City of Southaven, Mississippi (hereinafter "this Agreement") and agree as follows:

1.

The City of Olive Branch, Mississippi's and the City of Southaven, Mississippi's respective current annexation paths of growth to the south in unincorporated DeSoto County, Mississippi are divided by the boundary created by Malone Road and its north/south extension along section lines.

2.

There is a need for municipal services in urbanizing areas of unincorporated DeSoto County, Mississippi, including, but not limited to, areas to the south of the existing Cities of Olive Branch and Southaven, including along Malone Road and its extension to the south along section lines.

3.

The City of Olive Branch and the City of Southaven recognize that Olive Branch's pending annexation in Cause No. 22-cv-2316 does not cross Malone Road and, as such, the City of Southaven does not oppose Olive Branch's proposed annexation in Cause No. 22-cv-2316 and files this Stipulation as Southaven's responsive pleading noting that Southaven has no objection.

RESPECTFULLY SUBMITTED, THIS the ____ day of ________________, 2023.

BY: CITY OF OLIVE BRANCH, MISSISSIPPI

BY: ________________________________
Kenneth R. Adams, Mayor

BY: ________________________________
Bryan E. Dye, City Attorney
City of Olive Branch
9200 Pigeon Roost Road
Olive Branch, Mississippi 38654
Ph: (662) 892-9200
Bar No. 100796

BY: ______________________________

J. Chadwick Mask
Special Counsel for the City of Olive Branch, Mississippi
CARROLL WARREN & PARKER PLLC
188 E. Capital Street, Suite 1200 (39201)
Post Office Box 1005
Jackson, MS 39215-1005
Telephone: (601) 592-1010
Bar No. 10621

BY: CITY OF SOUTHAVEN, MISSISSIPPI

BY: ______________________________

Darren Musselwhite, Mayor

BY: ______________________________

Nicholas H. Manley
BUTLER SNOW
Post Office Box 171443
Memphis, Tennessee 38187-1443
Ph: (901) 680-7200
Bar No. 101641

Counsel for City of Southaven

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME the undersigned authority in and for the said county and state, on this the ____ day of ___________, 2023, and within my jurisdiction, the within named **Mayor Kenneth R. Adams**, personally known to me to be the Mayor of the City of Olive Branch, Mississippi, who, being duly authorized by the City of Olive Branch Board of Aldermen and who, upon oath, acknowledged to me that he executed the above and foregoing instrument for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the ____ day of ________, 2023.

____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

____

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME the undersigned authority in and for the said county and state, on this the ____ day of ___________, 2023, and within my jurisdiction, the within named **Mayor Darren Musselwhite**, personally known to me to be the Mayor of the City of Southaven, Mississippi, who, being duly authorized by the City of Southaven Board of Aldermen and who, upon oath, acknowledged to me that he executed the above and foregoing instrument for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the ____ day of ________, 2023.

____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

____

IN THE CHANCERY COURT OF DESOTO COUNTY, MISSISSIPPI

IN THE MATTER OF THE ENLARGING,
EXTENDING AND DEFINING THE CORPORATE
LIMITS AND BOUNDARIES OF THE CITY
OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI

CITY OF OLIVE BRANCH, MISSISSIPPI
PLAINTIFF

VS. CAUSE NO. 22-CV-2316

CITY OF SOUTHAVEN, MISSISSIPPI and
CITY OF HERNANDO, MISSISSIPPI DEFENDANTS

JOINT STIPULATION OF NON-OBJECTION BY THE CITY OF OLIVE BRANCH, MISSISSIPPI AND THE CITY OF SOUTHAVEN, MISSISSIPPI

WHEREAS, the City of Olive Branch, Mississippi ("Olive Branch") filed a Complaint in the Nature of a Petition for the Ratification, Approval, and Confirmation of an Ordinance Enlarging, Extending, and Defining the Corporate Limits and Boundaries of the City of Olive Branch, DeSoto County, Mississippi (hereinafter "Olive Branch Annexation Petition") in Cause No. 22-cv-2316 in the Chancery Court of DeSoto County, Mississippi on December 22, 2022;

WHEREAS, Olive Branch is seeking to annex two parcels as depicted in the Complaint;

WHEREAS, the parcels Olive Branch seeks to annex are approximately one (1) mile east of Malone Road;

WHEREAS, since the mid 1990's, the City of Olive Branch and the City of Southaven have recognized Malone Road (and its north/south extension along section lines) as the dividing line between the two respective cities (hereinafter referred to as the "Malone Road Understanding")(the "Malone Road boundary" is defined as Malone Road and the north/south section line which is comprised as the west section line of Sections 11, 14, 23, 26, 35, 2, 11, etc., and including the 673' offset adjacent to Section 2, Township 2 South, Range 7 West);

WHEREAS, the City of Olive Branch initiated an annexation in 1996 which complied with the Malone Road Understanding, and has not initiated any municipal annexation since such time (including the recent 2018 annexation) which crossed the Malone Road boundary;

WHEREAS, the City of Southaven initiated annexations in 1997 and 2009 which complied with the Malone Road Understanding, and has not initiated any municipal annexations since such time which crossed the Malone Road boundary;

WHEREAS, the City of Olive Branch and the City of Southaven have previously contemplated Malone Road and its north/south extension along section lines (along with the aforementioned 673' offset) as the boundary between the cities for the past twenty-five (25) years;

WHEREAS, the recent annexation by the City of Olive Branch in Cause No. 2018-cv-2230 is representative of the intent of the two cities to give effect to the Malone Road Understanding;

WHEREAS, the cities of Olive Branch and Southaven entered into a stipulation in the recent Olive Branch annexation case which memorializes the Malone Road Understanding;

WHEREAS, the City of Southaven stipulates that there is a need for municipal services in urbanizing areas of DeSoto County, Mississippi, including, but not limited to, areas extending to the south along the Malone Road boundary, in areas proximate to I-269 and similar areas;

WHEREAS, the City of Olive Branch has paths of growth extending east, southeast, south, and southwest of the current city limits, including area located at the northeast corner of the Malone Road/Byhalia Road intersection;

WHEREAS, the City of Southaven has paths of growth extending south of the current city limits including areas west of Malone and north of Pleasant Hill Road;

WHEREAS, the City of Southaven does not oppose the City of Olive Branch's annexation in Cause No. 22-cv-2316 in that the annexation does not encroach into the path of growth and planning areas of Southaven. Further, the City of Southaven stipulates that unincorporated Desoto County, specifically areas adjacent to I-269 interchanges, is urbanizing and in need of municipal services;

WHEREAS, the City of Olive Branch hereby covenants not to oppose any future annexation by the City of Southaven to the south which recognizes and does not cross the Malone Road boundary;

WHEREAS, the City of Southaven hereby covenants not to oppose the current Olive Branch annexation or any future annexation by the City of Olive Branch to the southwest which recognizes and does not cross the Malone Road boundary.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City of Olive Branch, Mississippi and the City of Southaven, Mississippi hereby enter into this Stipulation of Non-Objection By The City of Olive Branch, Mississippi and The City of Southaven, Mississippi (hereinafter "this Agreement") and agree as follows:

1.

The City of Olive Branch, Mississippi's and the City of Southaven, Mississippi's respective current annexation paths of growth to the south in unincorporated DeSoto County, Mississippi are divided by the boundary created by Malone Road and its north/south extension along section lines.

2.

There is a need for municipal services in urbanizing areas of unincorporated DeSoto County, Mississippi, including, but not limited to, areas to the south of the existing Cities of Olive Branch and Southaven, including along Malone Road and its extension to the south along section lines.

3.

The City of Olive Branch and the City of Southaven recognize that Olive Branch's pending annexation in Cause No. 22-cv-2316 does not cross Malone Road and, as such, the City of Southaven does not oppose Olive Branch's proposed annexation in Cause No. 22-cv-2316 and files this Stipulation as Southaven's responsive pleading noting that Southaven has no objection.

RESPECTFULLY SUBMITTED, THIS the 9th day of March, 2023.

BY: CITY OF OLIVE BRANCH, MISSISSIPPI

BY: ____________________
Kenneth R. Adams, Mayor

BY: ____________________
Bryan E. Dye, City Attorney
City of Olive Branch
9200 Pigeon Roost Road
Olive Branch, Mississippi 38654
Ph: (662) 892-9200
Bar No. 100796

BY: J. Chadwick Mask by BED w/permission
J. Chadwick Mask
Special Counsel for the City of Olive Branch, Mississippi
CARROLL WARREN & PARKER PLLC
188 E. Capital Street, Suite 1200 (39201)
Post Office Box 1005
Jackson, MS 39215-1005
Telephone: (601) 592-1010
Bar No. 10621

BY: CITY OF SOUTHAVEN, MISSISSIPPI

BY: ______________________
Darren Musselwhite, Mayor

BY: ______________________
Nicholas H. Manley
BUTLER SNOW
Post Office Box 171443
Memphis, Tennessee 38187-1443
Ph: (901) 680-7200
Bar No. 101641

Counsel for City of Southaven

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME the undersigned authority in and for the said county and state, on this the 9TH day of MARCH, 2023, and within my jurisdiction, the within named **Mayor Kenneth R. Adams,** personally known to me to be the Mayor of the City of Olive Branch, Mississippi, who, being duly authorized by the City of Olive Branch Board of Aldermen and who, upon oath, acknowledged to me that he executed the above and foregoing instrument for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 9TH day of MARCH, 2023.

McKinley Hodges
NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 110081
McKINLEY HODGES
Commission Expires
Sept. 7, 2026
DESOTO COUNTY

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME the undersigned authority in and for the said county and state, on this the 9 day of March, 2023, and within my jurisdiction, the within named **Mayor Darren Musselwhite**, personally known to me to be the Mayor of the City of Southaven, Mississippi, who, being duly authorized by the City of Southaven Board of Aldermen and who, upon oath, acknowledged to me that he executed the above and foregoing instrument for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 9 day of March 2023.

Andrea Mullen
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 107235 ANDREA MULLEN Commission Expires Nov. 1, 2025 DESOTO COUNTY

MY COMMISSION EXPIRES:

November 1, 2025