

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

WHEREAS, the City of Southaven ("City") Police Department pursuant to Mississippi Code 21-21-5 previously purchased a police K-9, Belgian Malinois, named Ziggy; and

WHEREAS, Ziggy is an 8 year old Belgian Malinois and is beginning to show signs of diminished physical capability due to his age and the demands placed on a police K-9; and

WHEREAS, Ziggy has reached the end of his useful ability to serve as a member of the Southaven Police K-9 Unit, and it is recommended that Ziggy be retired from service; and

WHEREAS, pursuant to Mississippi Code Section 45-3-52, the City Mayor and Board of Aldermen authorize Lt. Chase Joiner to retain Ziggy as his personal property; and

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

1. Lt. Chase Joiner is authorized to retain Ziggy as his personal property.
2. Officer Chase Joiner has signed a release, which releases the City from any and all liability associated with his ownership of Ziggy.
3. The City Police Chief, or his designee, is hereby authorized to take any and all action to effectuate the intent of this Resolution.

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

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

RESOLVED AND DONE, this 15th day of August, 2023.



Darren Musselwhite, MAYOR

ATTEST:



CITY CLERK



Sale of an Animal and Waiver of Liability Agreement

Pursuant to Mississippi Code Section 45-3-52, the City of Southaven authorizes for Chase Joiner ("Purchaser") to retain as his personal property his police service dog, Ziggy ("Dog").

In consideration of the sum of One Dollar, and the transfer of ownership of Dog, from the City of Southaven ("City") to Purchaser, the Purchaser hereby releases and forever discharges the City, its agents, employees, heirs and assigns from any and all claims for injury, disability, loss, or property destruction that may occur to anyone, as a result of contact with or actions by the Dog.

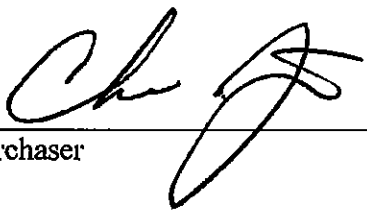
The Purchaser accepts full responsibility and agrees to indemnify and hold harmless the City and its agents, employees, heirs, and assigns for any alleged injury or damage to any person or property that may occur or be caused by the Dog after the transfer of ownership, which is effective as of the date listed below, including reasonable costs of defending such claims.

The undersigned is fully aware of the nature of the training the Dog received and the nature of the work that the Dog performed during the period of ownership by the City, and understands the need to provide the Dog with suitable shelter and reasonable surroundings in keeping with its training and work experience.

The Purchaser also hereby accepts the following conditions of sale:

1. The Purchaser will not sell or give away the Dog, without the written approval of the City.
2. The Purchaser will use the Dog only as a pet but may train the Dog and enter competitions.
3. The Purchaser will not use the Dog as a detection, rescue or service animal in any capacity, without the written approval of the City.
4. The Purchaser will obtain and maintain in force a Homeowner's or Renter's Insurance Policy, issued by a casualty carrier licensed in this state, in the minimum amounts of \$100,000 per claimant and \$300,000 per incident or event.

Executed and accepted on this 8th day of August, 2023.



Purchaser

STATE OF MISSISSIPPI
COUNTY OF DESOTO

THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned authority, in and for the said County and State, the within named Chase Joiner, after being by me first duly sworn, state on his oath that he executed the document and did so under his own free will for the purposes described herein and that the matters, facts and things contained in the above and foregoing are true and correct as therein stated.

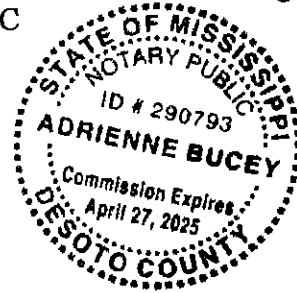
Witness my hand and official seal this the 8 day of August, 2023.

Adrienne Bucey

NOTARY PUBLIC

MY COMMISSION EXPIRES:

April 27, 2025



**RESOLUTION OF CITY OF SOUTHAVEN, MISSISSIPPI
DECLARING SURPLUS PROPERTY**

WHEREAS, the City of Southaven Information Technology Department is presently in possession of a variety of property attached hereto as Exhibit A, which is outdated, not useful or cost effective due to the storage and maintenance costs; and

WHEREAS, pursuant to Mississippi Code 17-25-25, it has been recommended to the Mayor and Board of Aldermen that the property as set forth in Exhibit A be declared as surplus and sold and/or disposed of as appropriate and in accordance with Mississippi Code 17-25-25, and removed from the fixed assets inventory; and

WHEREAS, the Mayor and Board of Aldermen are desirous of disposing of such property and amending, its fixed assets inventory pursuant to State guidelines; and

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

1. The property listed in Exhibit A be hereby declared as surplus property due to the fact that the property is outdated, not useful or cost effective due to the storage and maintenance costs and has no value to the City.
2. The City Clerk, IT Director, or their designee, is hereby authorized and directed to follow Mississippi Code 17-25-25 for the disposition of the property in Exhibit A.

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

Alderman William Jerome	YES
Alderman Kristian Kelly	YES
Alderman Charlie Hoots	YES
Alderman George Payne	YES
Alderman Joel Gallagher	YES

Alderman John David Wheeler YES

Alderman Raymond Flores YES

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 15th day of August, 2023.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: 

DARREN MUSSELWHITE, MAYOR

ATTEST:

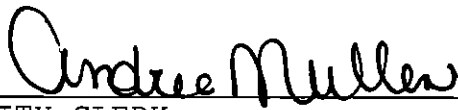

CITY CLERK



EXHIBIT A



CITY OF SOUTHAVEN

Information Technology Department

8691 Northwest Drive . Southaven, MS38671 . Office (662) 280-6557 . FAX (662) 280-6559

To: Mayor Musselwhite/Board of Aldermen
From: Michael Norris
Date: 08/03/2023
RE: Surplus Property

Mayor and Board,

Attached is a list of items that have reached end of life and are no longer of use.

I respectfully request permission to dispose of them as appropriate and in accordance with state law, and remove the items from fixed assets inventory.

Respectfully,

Michael Norris
Director of Information Technology

The Top of Mississippi

location of item	description (include model)	serial number	asset #
City Hall	Dell Optiplex 9020		5239
Parks	Dell Latitude E6540		5294
PD	Dell Optiplex 9020		5652
City Hall	Phone System		3914
	Dell Optiplex 9020		3570
	Dell Optiplex 9020		4885
	Dell Optiplex 9020		5775
	Dell Optiplex 9020		5652
	Dell Latitude 3590		6367
	Dell Laptop		5896
	Dell Laptop		5894
	Dell Optiplex 9020		5573
	Dell Optiplex 9020		5473
	Dell Optiplex 9020		5305
	Dell Optiplex 9020		5472
	Dell Optiplex 9020		5790
	Dell Optiplex 9020		5510
	Dell Optiplex 9020		5566
	Dell Optiplex 9020		5662
	Dell Optiplex 9020		5673
	Dell Optiplex 9020		5251
	Dell Optiplex 9020		5254
	Dell Optiplex 7040		5861
	Dell Optiplex 7040		5994
	Dell Optiplex 7040		5851
	Dell Optiplex 7040		5846
	Dell Optiplex 7040		5840
	Dell Optiplex 990		4885
	Dell Optiplex 9020		5775
	Dell Optiplex 9020		5652
	Dell Optiplex 9020		5570
	Raritan Dominion KX116		3173
	Toshiba Satellite LS5T-A5232		5282
	Vaddio Ceiling View		3361
	Nortel MCM1000E		3914
Code Enforcement	Inspiron 15		5893
Planning	Dell Optiplex 9020		5036
PD	Dell Optiplex 7040		6049
PD	Dell Optiplex 7040		5847
PD	Dell Optiplex 7040		6060
Code Enforcement	Dell Inspiron 15		5897
	Arc Mail Server		5800
PD	Getac B300		5166

location of item	description (include model)	serial number	asset #
PD	Getac B300		5592
PD	Getac B300		5158
PD	Getac B300		5174
	Dell Inspiron		6178
	Dell Latitude 3550		5600
	Dell Latitude 3550		5767
	Dell Latitude E7450		5505
	Dell Latitude E6450		5294
PD	HP Laptop		5802
	Apple iPad	DMQ586THGSD	
	Toshiba Satellite	1b120250Q	
	HP Laptop	584037-001	
	APC KVM AP5017	IA933001779	
	Tropos Radio	38771	
Code Enforcement	Nikon CoolPix 53300	30024767	
Code Enforcement	Nikon CoolPix 226	33037365	
Code Enforcement	Kodak Easyshare	KCTDK45224229	
PD	Dymo Labelwriter 450	17502832C89219	
Public Works	HP Procurve 2124 Switch	3902A472	
	Dell Equilogic PS6100	FX8VX12	
	Nortel BCM400	NT7B10AAFVE5	
	Streamlight Lite Box	906692	
	Streamlight Lite Box	698841	
	Streamlight Lite Box	899481	
	Insignia 20 channel soundbar	20K25F03541	
	Lenovo NAS RMX504F	59A3494316	
	Digi WR44 Router	95019000F00042D059259	
	Digi WR44 Router	95019000E00042D0480EP	
	Digi WR44 Router	95019000f00042D05B8E3	
	HP Presario CQ57	SCB1337TNY	
	Brother Printers (2)		
	HP Printers (6)		
	Dell Printer (1)		
	Dell Monitors (8)		
	HP Monitors (2)		
	Compaq Monitor (1)		
	Samsung Monitors (5)		
	Viewsonic Monitors (5)		
	Acer Monitors (2)		
	Sam4S Monitors (2)		



Quoted By: Brad Reed
 Quote Expiration: 01/09/24
 Quote Name: City of Southaven - ERP - Bank Reconciliation
 Quote Description: Cash Management
 SaaS Term: 1.00

Sales Quotation For:

City of Southaven
 8710 Northwest Dr
 Southaven MS 38671-2410
 Phone: +1 (662) 280-2489

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Cash Management	1	32	\$ 4,108.00
TOTAL		32	\$ 4,108.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	4	\$ 200.00	\$ 0.00	\$ 800.00	\$ 0.00
Remote Implementation	32	\$ 200.00	\$ 0.00	\$ 6,400.00	\$ 0.00
TOTAL				\$ 7,200.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 4,108.00
Total Tyler Services	\$ 7,200.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 7,200.00	\$ 4,108.00
Contract Total	\$ 11,308.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;

- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND
THE CITY OF SOUTHAVEN CODE OF ORDINANCES TITLE XI, CHAPTER 3,
SECTION 11-69**

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

WHEREAS, pursuant to Miss. Code 21-17-5, the City Governing Authorities have the power to adopt any orders, resolutions or ordinances with respect to such municipal affairs, property and finances which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, pursuant to Miss. Code 21-37-3, the City Governing Authorities have the power to exercise full jurisdiction in the matter of streets, sidewalks, sewers, and parks; and

WHEREAS, the use of the areas beneath bridges and overpasses for inhabiting, camping, building fires for warmth and cooking possesses a public health and safety issue due to the risk of damage to bridge structures; and

WHEREAS, the blocking of sidewalks presents a safety hazard for persons having to walk around off the sidewalk and possibly in the streets; and

WHEREAS, the sleeping in cars on public property and right of ways creates a health hazard and safety issue; and

WHEREAS, the blocking of building ingress and egress poses a public health and safety issue from slowing egress from a building in the event of an emergency and slowing ingress of first responders in the event of an emergency; and

WHEREAS, the City Governing Authorities seek to prevent damage to bridges and overpasses, right of ways and other property and to allow for the unimpeded use of streets and sidewalks within the City; and

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, THAT BY RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI THE CITY OF SOUTHAVEN CODE OF ORDINANCES, TITLE XI, CHAPTER 3, SECTION 11-69 BE AMENDED AS FOLLOWS:

Section 11-69

Urban camping and improper use of public places.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Bridge means a structure, including the approaches thereto, erected in order to afford passage over any obstruction in any public road, railroad, or other right-of-way; or to afford passage under or over existing public roads, railroads, or other rights-of-way. As used in this section the definition of bridge shall include a controlled access highway overpass as defined herein.

Camp or *camping* means the use of a street, sidewalk, other right-of-way, and/or any area underneath a bridge, within the City of Southaven for living accommodation purposes such as sleeping activities or making preparations to sleep (including the laying down of bedding for the purpose of sleeping or utilizing a vehicle for sleeping), or storing personal belongings, or making a fire, or carrying on cooking activities, or using a tent or other structure for habitation. These activities constitute camping if, in light of all the circumstances, it reasonably appears that in conducting one or more of these activities, the participant is in fact using the area as a living accommodation, regardless of the intent of the participant or the nature of any other activities in which s/he may also be engaging.

City means the City of Southaven.

Controlled access highway overpass means a crossing of two controlled access highways or of a controlled access highway and other public road, pedestrian path, railroad or public right-of-way at different levels where clearance to traffic on the lower level is obtained by elevating the higher level.

Interference (or interfere) with ingress and egress means standing, sitting, lying down, using personal property, or performing any other activity on public property and/or in a park, where such activity: a) materially interferes with the ingress into and egress from buildings, driveways, streets, alleys, or any other real property that has a limited number of entrances/exits, regardless of whether the property is owned by the city, a private owner or another public entity; b) reasonably appears, in light of all of the circumstances, to have the purpose of blocking ingress and egress; and c) occurs without the express written permission of the owner of the property at issue. Where written permission has been granted, the individuals interfering with ingress and egress must have possession of the permission at the time of the activity in question.

Park or *parks* means any city-owned park.

Public property means any street, sidewalk, and/or other right-of-way, within the City of Southaven.

Storing (or store) personal property means leaving one's personal effects unattended on public property, in any area underneath a bridge, and/or in a park, such as but not limited to clothing, bedrolls, cookware, sleeping bags, luggage, knapsacks, or backpacks. This term does not include parking a bicycle or other mode of transportation.

- (b) It shall be unlawful for any person to camp.
- (c) It shall be unlawful for any person to store personal property.
- (d) It shall be unlawful for any person to interfere with ingress and egress.
- (e) No person may be arrested for violating this code section until they have received an oral or written warning from the Southaven Police Department to cease the prohibited conduct. If the violator fails to comply with the warning issued, they may be arrested for violation of this section.

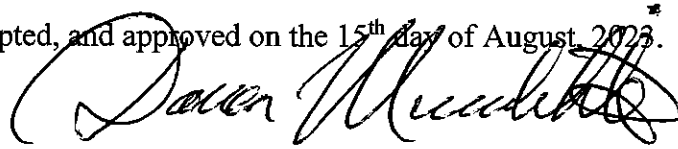
- (f) Where personal property is stored in violation of subsection (c) above, the Southaven Police Department may deem the property to be abandoned and may confiscate it. No warning is required prior to the confiscation. The department shall retain the property in a manner consistent with the handling of other confiscated property.
- (g) The prohibitions set forth in subsections (b) and (c) above shall not apply during a permitted outdoor event on property where the outdoor event is located, as set forth in a city-issued outdoor event permit, unless the permit explicitly prohibits the activity.
- (h) The prohibitions set forth in this section shall not apply to city, state, or county officials or employees acting in their official capacity, performing the activities as part of their official city duties.
- (i) The prohibitions set forth in this section shall not apply to city, state, or county contractors or subcontractors where said activities are associated and performed in conjunction with the scope of work set forth in the city contract.

BE IT ORDERED in order to ensure that no circumstances jeopardizing the health and safety of the community arise prior to the ordinary effective date of this ordinance, the Mayor and Board of Aldermen do hereby order and declare that this ordinance shall be and is hereby effective from and after its passage on the date set forth below in order to assist with the immediate preservation of the public peace, health, and safety of the citizens of the City of Southaven. Passage of this Ordinance is now official and the same shall take effect immediately pursuant to Miss. Code Ann. Section 21-13-11 and be in force as provided by law.

The foregoing Ordinance was read, discussed and voted upon in a public meeting, section by section, and as a whole, and whereas a motion was made by Aldermen Jerome to adopt the Ordinance, and said motion was seconded by Aldermen Hoots, with the vote thereon having the following results:

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

The foregoing Ordinance was passed, adopted, and approved on the 15th day of August, 2023.



MAYOR DARREN MUSSELWHITE

ATTEST:


 ANDREA MULLEN, CITY CLERK



AGREEMENT OF DESOTO COUNTY, MISSISSIPPI, THE CITY OF SOUTHAVEN, MISSISSIPPI, THE CITY OF HORN LAKE, MISSISSIPPI, AND THE HORN LAKE CREEK BASIN INTERCEPTOR SEWER DISTRICT FOR the EMERGENCY DESOTO CO WASTEWATER SYSTEM CONSTRUCTION-PHASE I (the "Project")

COME NOW, DeSoto County, Mississippi ("County"), by and through its governing authority, the Board of Supervisors, the City of Southaven ("Southaven"), by and through its governing authority, the Southaven Board of Aldermen, the City of Horn Lake ("Horn Lake"), by and through its governing authority, the Horn Lake Board of Aldermen and the Horn Lake Creek Basin Interceptor Sewer District ("District") (the "County, Southaven, Horn Lake, and District being the Parties") and enter into this agreement relating to the design and construction of a wastewater excess flow storage facility and associated infrastructure, identified as the Emergency DeSoto Co Wastewater System Construction - Phase I (the "Project") and recite as follows:

WHEREAS, the District is undertaking the Project, having an estimated total cost of \$20,643,500.00. Phase I of the Project shall be funded with monies from the District, grant funds from the Mississippi Department of Environmental Quality ("MDEQ") and matching grants provided by each of the County, Southaven, and Horn Lake; and

WHEREAS, MDEQ has agreed, pursuant to MDEQ Agreement No. 35-2-CW-5.5, ("MDEQ Grant Agreement") to provide District with a subaward of \$9,000,000.00 provided by authority of the Municipality and County Water Infrastructure Grant Program Act of 2022 (the "MDEQ Grant"), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023); and

WHEREAS, County, Southaven and Horn Lake (collectively the "Local Authorities") have each received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Fund ("SLFRF") created under Section 603 of the ARPA, which may be used, in part, to improve water,

sewer, and broadband infrastructure; making necessary investments to improve access to clean drinking water, to supporting vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet; and

WHEREAS, the Local Authorities have each authorized granting to the District the sum of \$3,000,000, for a collective total of \$9,000,000, from their allocated State and Local Fiscal Recovery Funds, to be utilized as local matching funds for the Project; and

WHEREAS, , Any other funds that District obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed \$2,643,500,00; and

WHEREAS, the District has the authority for conducting and operating of a sewer system as provided for in Miss. Code Ann. §§19-5-151 to 19-5-207, ; and

WHEREAS, the Project is located within the jurisdictional boundaries of the District and will benefit the citizens of the Local Authorities and will help protect the health, safety and welfare of such citizens and the public at large. Further, the Project will help protect the environment within the County and the State of Mississippi; and

WHEREAS, the Project is an important economic project, environmental quality project and health and safety project for the Local Authorities, MDEQ and the State of Mississippi; and

WHEREAS, the Parties wish to work cooperatively to expedite the Project and desire to carry forth each of their obligations under this agreement with that level of effort and resources to make the Project possible; and

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

RECITALS

1. The District will undertake the design, engineering and construction of the Project as further described in the MDEQ Grant Agreement.
2. The Local Authorities will contribute their respective shares of local matching funds to the District in accordance with the terms and conditions of separate individual subaward agreements to

be entered into by and between each of the Local Authorities and the District ("Local Authority Grant Agreements").

3. It is acknowledged by the Parties that the Project could not be pursued without the commitments offered in this agreement and that such inducements are a material consideration to the Project.

4. The Parties desire to memorialize their understandings herein and intend that this agreement will constitute their binding and definitive agreement concerning the Project and economic inducements.

I. DISTRICT COMMITMENTS

1. District agrees to execute the MDEQ Grant Agreement and, thereafter, to undertake all aspects of the Project in compliance with all terms and conditions of the MDEQ Grant and the MDEQ Grant Agreement

2. District agrees to execute the Local Authority Grant Agreements and, thereafter, to fully comply with all terms and conditions of each of the sub-recipient grant agreements thereof.

3. District agrees to simultaneously provide to each of the Local Authorities all documents it submits to MDEQ as required by the MDEQ Grant Agreement, or as otherwise requested by MDEQ.

4. District agrees it will not request authorization for use of any funds received from the Local Authorities, nor use any funds received from the Local Authorities, until each reimbursement request has been first submitted to and approved by MDEQ, as part of the MDEQ Grant process.

5. District shall, at all times, keep the Local Authorities fully informed of the status of the Project, and meet with the Local Authorities at such reasonable intervals as may be required to review Project hurdles, Project progress and compliance with the MDEQ Grant Agreement and each Local Authority Grant Agreement.

II. COUNTY COMMITMENTS

1. County agrees to enter into a sub-recipient grant agreement with District, and to provide to District the sum of \$3,000,000 in accordance with the terms and conditions of such sub-recipient grant agreement.
2. County agrees to fully comply with all terms and conditions of the sub-recipient grant agreements it enters into with District.
3. County agrees to execute such additional agreements and documents as may reasonably be necessary to carry out the intent and purpose of the Project, the MDEQ Grant Agreement, and its sub-recipient grant agreement with District.
4. County will provide District with an email through which the District may submit to County all documents required from District by this agreement.

III. SOUTHAVEN COMMITMENTS

1. Southaven agrees to enter into a sub-recipient grant agreement with District, and to provide to District the sum of \$3,000,000 in accordance with the terms and conditions of such sub-recipient grant agreement.
2. Southaven agrees to fully comply with all terms and conditions of the sub-recipient grant agreements it enters into with District.
3. Southaven agrees to execute such additional agreements and documents as may reasonably be necessary to carry out the intent and purpose of the Project, the MDEQ Grant Agreement and its sub-recipient grant agreement with District.
4. Southaven will provide District with an email through which the District may submit to Southaven all documents required from District by this agreement.

IV. HORN LAKE COMMITMENTS

1. Horn Lake agrees to enter into a sub-recipient grant agreement with District, and to provide to District the sum of \$3,000,000 in accordance with the terms and conditions of such sub-recipient grant agreement.

2. Horn Lake agrees to fully comply with all terms and conditions of the sub-recipient grant agreements it enters into with District.
3. Horn Lake agrees to execute such additional agreements and documents as may reasonably be necessary to carry out the intent and purpose of the Project, the MDEQ Grant Agreement and its sub-recipient grant agreement with District.
4. Horn Lake will provide District with an email through which the District may submit to Southaven all documents required from District by this agreement

V. MUTUAL TERMS AND COMMITMENTS

1. The Parties will, at all times, keep each other fully informed of meetings, activities, status, undertakings, communications, and the like related to the Project.
2. Each of the Parties will designate a representative through whom all necessary communications will occur. The designated representatives shall have general authority to receive and transmit information and instructions and have the authority to supervise the work related to the Project and the administration of each of the Local Authority Grant Agreements.
3. It is the intention of the Parties that the Project be carried out in a cooperative manner so as to be mutually beneficial to all the Parties. The Parties will consult with each other, in good faith, throughout the design, engineering, contracting and construction process of the Project, Project reporting, MDEQ Grant Agreement compliance and Local Authority Grant Agreements compliance. Notwithstanding the foregoing, the District shall have all final decision making with respect to the Project design and construction.
4. Each of the Parties agree to cooperate in good faith with the other and be supportive of the Project throughout all phases of planning, design, construction, management, sub-recipient grant agreement management, MDEQ Grant compliance and Local Authority Grant Agreements compliance.
5. The Parties agree to execute such additional documents and agreements as may be reasonably necessary or convenient to carry out and more fully effectuate the intent and purpose of this

Agreement, the Project, MDEQ Grant Agreement and Local Authority Grant Agreement and subaward compliance.

6. The Parties will participate in Project coordination meetings on a mutually agreed upon schedule, so as to keep each party fully apprised of Project progress.

7. Either Party may terminate this agreement: (i) in the event of a material breach of this agreement or of a major default by another party which remains uncured following sixty (60) days written notice describing such breach or default in reasonable detail; (ii) in the event of a material breach of the MDEQ Grant Agreement by District, or of a material breach of any Local Authority Grant Agreements or major default by another party which remains uncured following sixty (60) days written notice describing such breach or default in reasonable detail. In which case, the non-defaulting party or parties shall, if it so elects, have the right to terminate the agreement upon giving the defaulting party, with copy to all Parties, final notice of termination of the agreement and the effective date of such termination shall be specified in such notice (which shall be not less than 7 days after the giving of such notice), or (iii) this agreement may be terminated at any time upon the mutual written agreement of the parties provided, however, there shall be no termination which would cause the District to be in default or breach of any terms and conditions of the MDEQ Grant or the MDEQ Grant Agreement, or the provisions of the Local Authority Grant Agreements.

Notwithstanding the above and foregoing, the termination of participation of one or more Parties shall not terminate this agreement as to the remaining Parties who may elect to not invalidate or render unenforceable any provision of this agreement, and continue to be bound by the terms and conditions of this agreement in the absence of the terminating part.

8. Amendments/Waivers. This agreement may be amended or otherwise modified, supplemented, waived or terminated only by a written instrument executed by the Parties hereto, or the respective successors and assigns thereof, against which the enforcement of the amendment, modification, supplement, waiver or termination shall be sought. The failure or delay of any Party at any time or times to require the performance of any provision hereof shall not affect the right of that Party at a

later time or times to enforce same. No waiver by any Party of any term, covenant or condition hereof, shall be deemed a further or continuing waiver of the same as to any subsequent or other breach or condition or a waiver of any other term, covenant or condition hereof.

9. **Applicable Law and Forum Selection.** This agreement shall be governed by the laws of the State of Mississippi. Venue for any action involving this agreement shall be in DeSoto County, Mississippi.

10. **Counterparts.** This agreement may be executed in any number of counterparts, each and all of which, when so executed and delivered, shall be deemed an original and all of which together shall constitute but one and the same agreement.

11. **Entire Agreement.** This agreement is intended by the Parties as the complete and exclusive statement of the agreement of the Parties hereto with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

12. **Severability.** In the event that any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. **Successors and Assigns.** All the provisions herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto, to the same extent as if each successor and assign were named as a party to this agreement.

14. **Assignability.** This agreement may be assigned to any entity which assumes ownership of any part of the Project without the consent of, but with prompt notice to, the other Parties to this agreement.

15. **Authority.** Each of the Parties recognizes, acknowledges, represents, and warrants that the obligations set forth herein are the valid and binding obligations of such Party, enforceable in a court of competent jurisdiction against such respective Party in accordance with the terms hereof and that the terms and provisions of this agreement and the execution hereof have been authorized and approved, as required by law.

16. **Notices, Statements and Payments.** Any notice or statement required to be given pursuant to the terms and provisions of this agreement shall be in writing and sent by a nationally recognized overnight courier for delivery on the following business day; by first-class U.S. mail, postage prepaid, registered or certified; or by email (with such email to be confirmed promptly in writing sent by mail or overnight courier as previously provided) addressed as follows:

County	Southaven
President, Board of Supervisors	Mayor, City of Southaven
365 Loshier St., Suite 301	8710 Northwest Drive
Hernando, MS 38632	Southaven, MS 38671
Horn Lake	District
Mayor, City of Horn Lake	Commissioner, Horn Lake Creek Basin Interceptor Sewer District
3101 Goodman Rd. W	Address
Horn Lake, MS 38637	

17. **Third Party Beneficiaries.** Nothing in this agreement, express or implied, shall be construed to give any person or entity (other than the Parties hereto and their permitted successors and assigns) any legal or equitable right, remedy or claim of any kind under or in respect of this agreement.

18. **Presumption.** No presumption will apply in favor of any Party hereto in the interpretation of this agreement or in the resolution of any ambiguity of any provision hereto.

19. **Local Authorities Term of Office.** In the event this agreement extends beyond the term of the existing term of the majority of the membership of the DeSoto County Board of Supervisors, the Board of Alderman for the City of Southaven, or the Board of Alderman for the City of Horn Lake, it will be deemed to automatically renew and be binding upon their successor Boards unless, by majority vote, the incoming Board terminates the same.

20. **No Joint Entities.** Nothing in this agreement shall be construed to form any partnership, joint venture or agency relationship between any of the parties executing this agreement. Further, nothing in this agreement shall be interpreted to impute the actions of one party of this contract to other.

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

DESOTO COUNTY

BY: _____
PRESIDENT,
BOARD OF SUPERVISORS

DATE: _____
ATTEST: _____

CLERK - BOARD OF SUPERVISOR

CITY OF SOUTHAVEN

BY: 
HON. DARREN MUSSELWHITE, MAYOR

DATE: 8-17-23

ATTEST: 
CITY CLERK

CITY OF HORN LAKE

BY: _____
HON. ALLEN LATTIMER, MAYOR

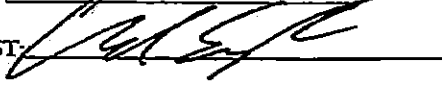
DATE: _____

ATTEST: _____
CITY CLERK

HORN LAKE CREEK BASIN INTERCEPTOR SEWER DISTRICT

BY: 
CHAIRMAN

DATE: 8/9/2023

ATTEST: 

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

DESOTO COUNTY

BY: R. D. Denson
PRESIDENT,
BOARD OF SUPERVISORS

Misty Heffner Misty Heffner, Chancery Clerk



DATE: 8/14/2023
ATTEST:

Tracy McGee, DC
CLERK - BOARD OF SUPERVISOR

CITY OF SOUTHAVEN

BY: Darren Musselwhite
HON. DARREN MUSSELWHITE, MAYOR

DATE: 8-17-23

ATTEST: Andree Mullen
CITY CLERK

CITY OF HORN LAKE

BY: _____
HON. ALLEN LATIMER, MAYOR

DATE: _____

ATTEST: _____
CITY CLERK

HORN LAKE CREEK BASIN INTERCEPTOR SEWER DISTRICT

BY: _____
CHAIRMAN

DATE: _____

ATTEST: _____

RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

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

CONDEMNATION ADDRESS

98 STONEBROOK COVE

754 VALLEY SPRINGS DR.

8082 OAKBROOK DR.

PARCEL #2074190000000100

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

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on Tuesday, **August 15, 2023**, by United States mail and by posting said notice, to determine whether or not the said parcel of land were in such a state of uncleanness as to be a menace to the public health and safety of the community.

WHEREAS, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on Tuesday, **August 15, 2023**, to voice objection or to offer a defense.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and Board of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at:

CONDEMNATION ADDRESS

98 STONEBROOK COVE

754 VALLEY SPRINGS DR.

8082 OAKBROOK DR.

PARCEL #2074190000000100

is deemed in the existing condition to be a menace to the public health and safety of the community.

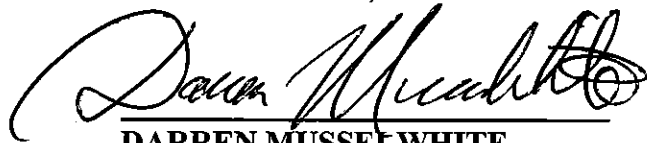
BE IT FURTHER RESOLVED that the City of Southaven shall, if the owners of the above described parcel of land do not do so themselves, immediately proceed to clean the respective parcel of land, by the use of municipal employees or by contract, by cutting weeds and grass and removing rubbish and other debris.

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

ALDERMAN	VOTED
Alderman George Payne	YES
Alderman Kristian Kelly	YES
Alderman Charlie Hoots	YES
Alderman William Jerome	YES
Alderman Joel Gallagher	YES
Alderman John David Wheeler	YES
Alderman Raymond Flores	YES

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the 15th day of August 2023.

CITY OF SOUTHAVEN, MISSISSIPPI BY:



**DARREN MUSSELWHITE
MAYOR**

ATTEST:



**ANDREA MULLEN
CITY CLERK
(S E A L)**



8/1/23 10:30 AM
+34 900 108 89 973686
910 Butter Milk Dr
Southaven MS 38651
United States

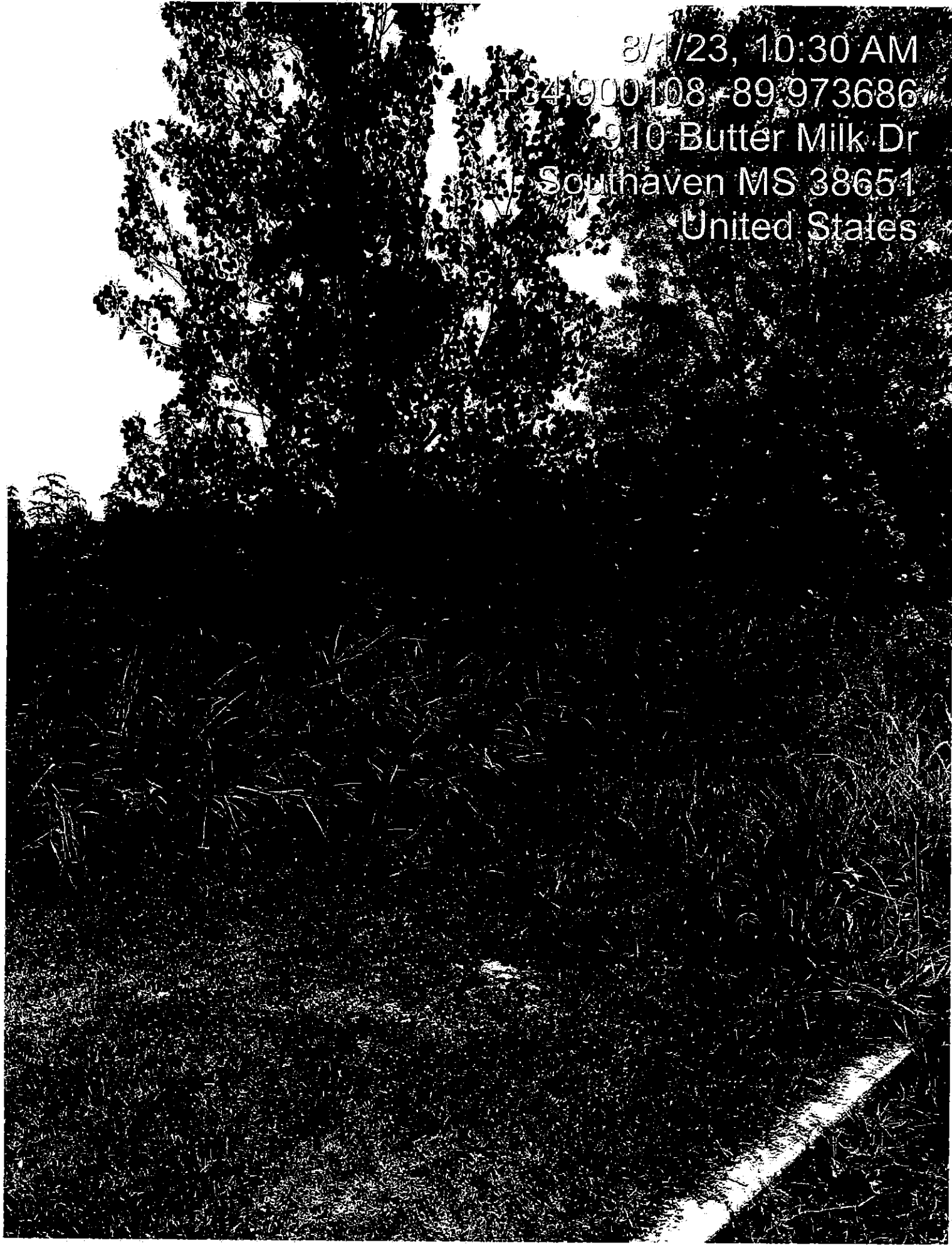
8/1/23, 10:30 AM

+34900108-89973686

910 Butter Milk Dr

Southaven MS 38651

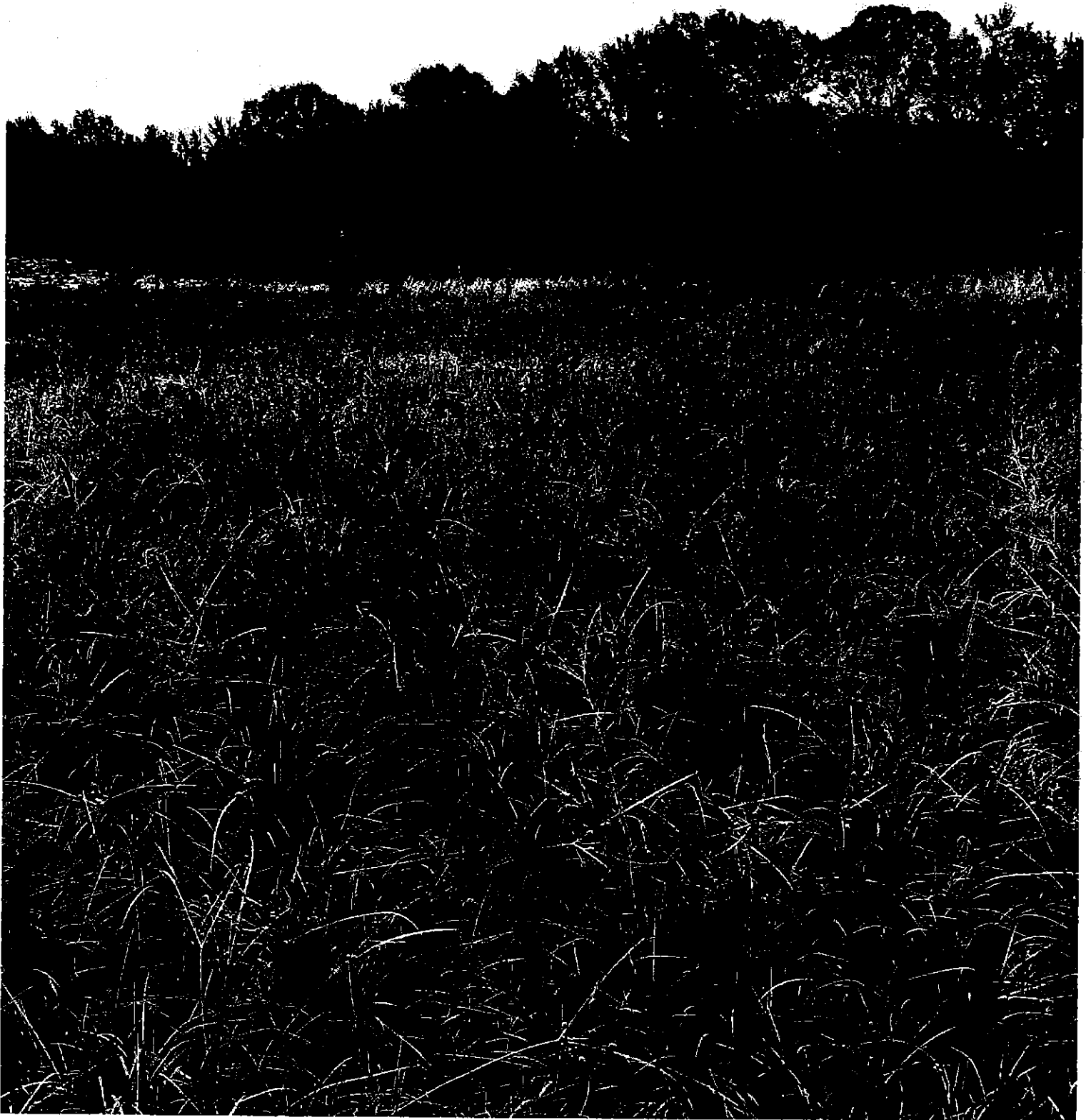
United States



8/1/23, 10:30 AM
+34.900228,-89.973760
910 Butter Milk Dr
Southaven MS 38651
United States



8/1/23, 10:30 AM
+34.900228,-89.973760
910 Butter Milk Dr
Southaven MS 38651
United States



Network: Aug 1, 2023 at 9:50:54 AM CDT

Local: Aug 1, 2023 at 9:50:54 AM CDT

N 34.981557°, W 89.976202°

764 Valley Springs Dr

Southaven MS 38671

United States

EST DE
13336
5523
6534

VEN: 6

10/23/2023

10/23/2023
10/23/2023
10/23/2023

Network: Aug 1, 2023 at 9:51:18 AM CDT

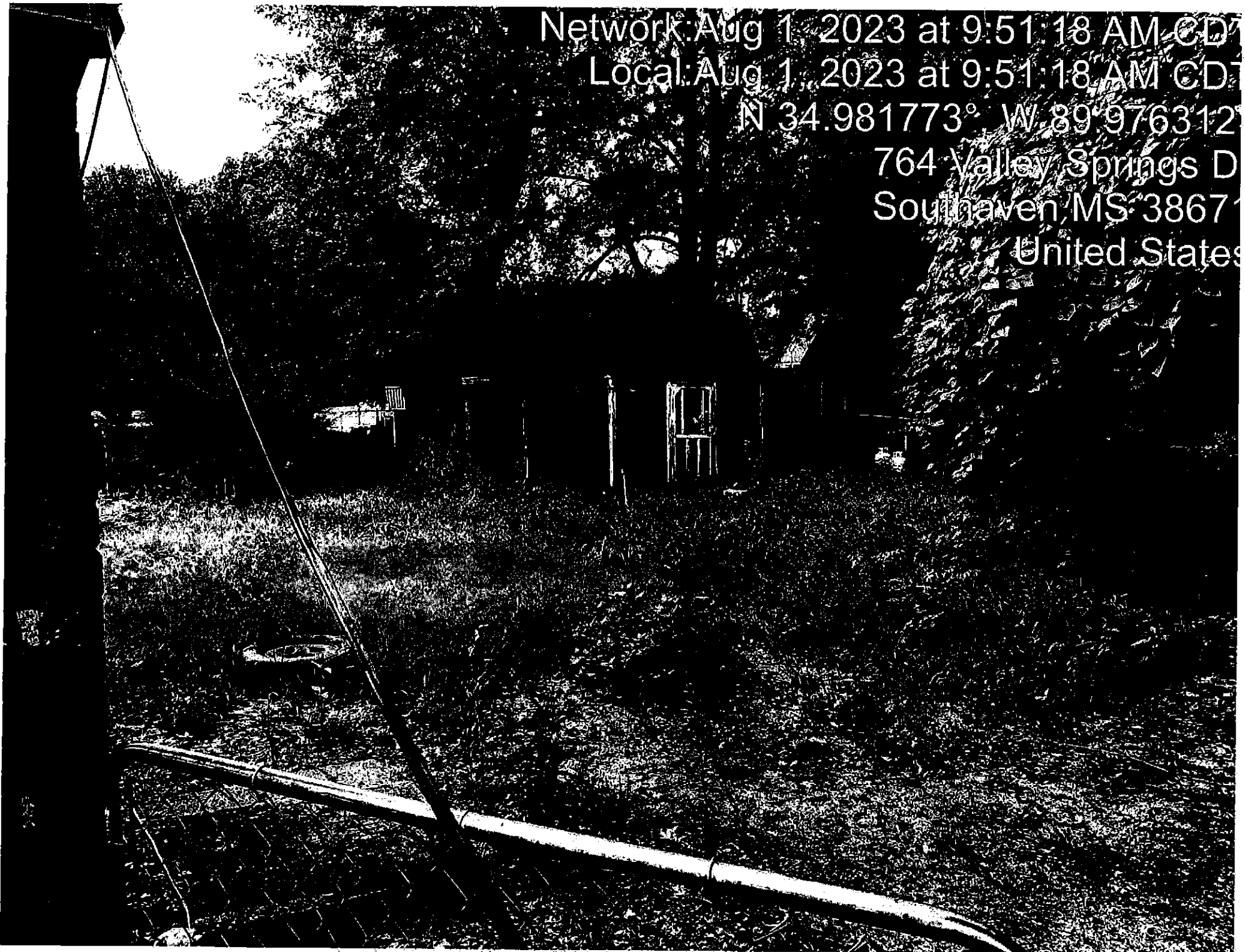
Local: Aug 1, 2023 at 9:51:18 AM CDT

N 34.981773° W 89.976312°

764 Valley Springs Dr

Southaven, MS 38671

United States



Network: Aug 1, 2023 at 9:51:57 AM GMT

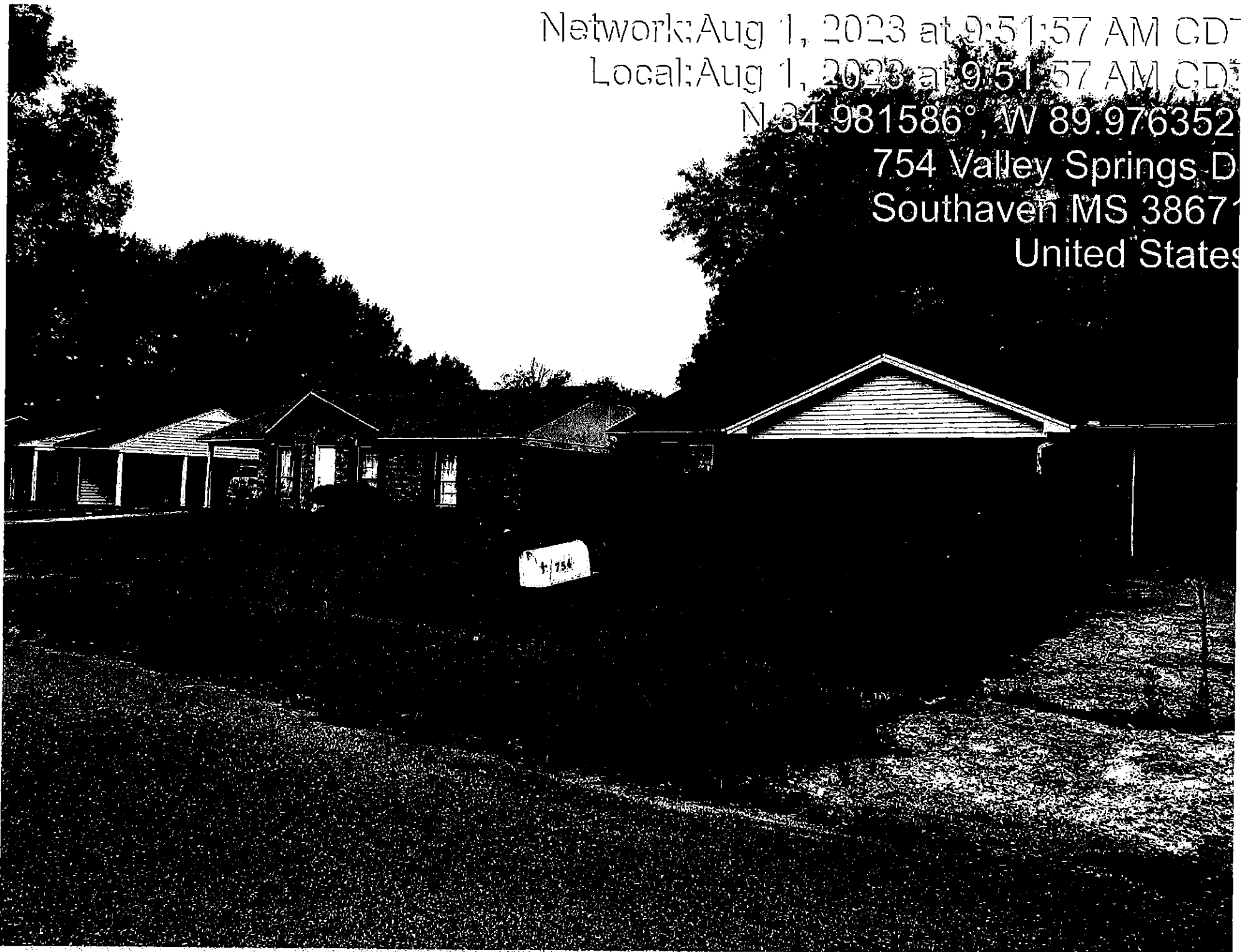
Local: Aug 1, 2023 at 9:51:57 AM GMT

N 34.981586°, W 89.976352°

754 Valley Springs Dr

Southaven MS 38671

United States



NEW YORK AUG 1 2023 AT 9:25:34 AM CDT

Local: Aug 1, 2023 at 9:25:34 AM CDT

N 34.978562°, W 89.997084°

8082 Oakbrook Dr

Southaven MS 38671

United States

Network: Aug 1, 2023 at 9:26:02 AM CDT

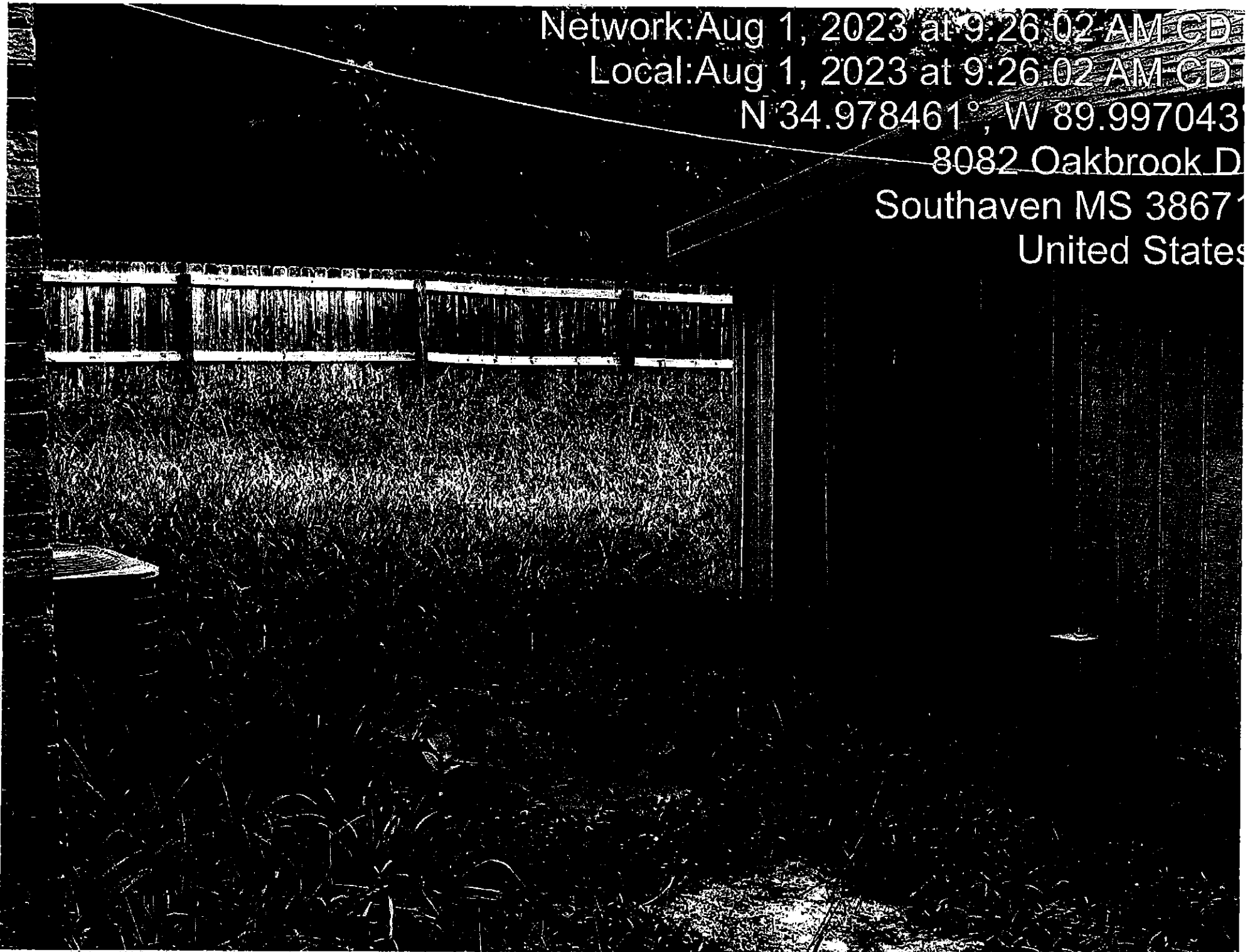
Local: Aug 1, 2023 at 9:26:02 AM CDT

N 34.978461°, W 89.997043°

8082 Oakbrook Dr

Southaven MS 38671

United States



Network: Aug 1, 2023 at 9:25:58 AM CDT

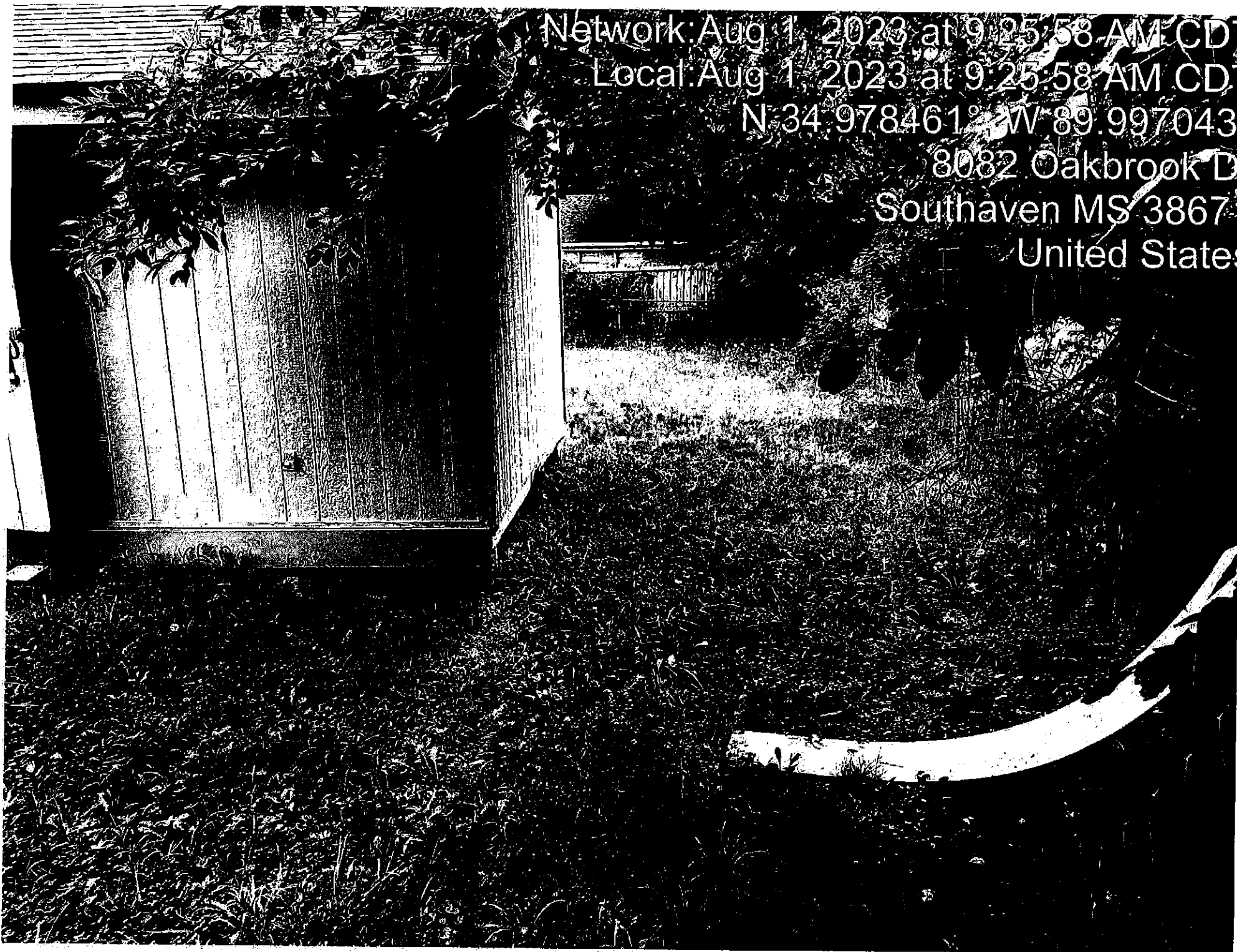
Local: Aug 1, 2023 at 9:25:58 AM CDT

N: 34.978461° W: 89.997043°

8082 Oakbrook Dr

Southaven MS 38673

United States



Network: Aug 1, 2023 at 9:40:26 AM CDT

Local: Aug 1, 2023 at 9:40:26 AM CDT

N 34.979284°, W 89.991453°

98 Stonebrook Cove

Southaven MS 38671

United States

Eric
1676

arg

Network Aug 1, 2023 at 9:40:46 AM CDT

Local Aug 1, 2023 at 9:40:46 AM CDT

N 34.979218°, W 89.991550°

98 Stonebrook Cove

Southaven MS 38671

United States



Network: Aug 1, 2023 at 9:41:15 AM CDT

Local: Aug 1, 2023 at 9:41:15 AM CDT

N 34.979128° W 89.991552°

98 Stonebrook Cove

Southaven MS 38671

United States



City of Southaven
Office of Planning and Development
Subdivision Staff Report



Date of Hearing:	July 31 2023
Public Hearing Body:	Planning Commission
Applicant:	Trip Trezevant 7092 Poplar Avenue Germantown, TN 901-619-1888
Total Acreage:	2.10 acres
Existing Zone:	Planned Commercial (C-4)
Location of Subdivision Application	Northwest corner of Goodman Road and Malone Road
Comprehensive Plan Designation:	Mixed Use/Office

Staff Comments:

The applicant is requesting subdivision approval to revise lot 4 of the Shops of Goodman Road on the northwest corner of Goodman Road and Malone Road. The current lot 4 consists of 2.101 acres and the applicant is requesting to further subdivide the lot into lot 4 with 0.97 acres and lot 4a with 1.13 acres. Accessibility to the lot is shown via two ingress/egress points to the lot. One is designed to carry on the frontage access from the lots to the west which was designed and previously recorded with the original plat. The applicant has also proposed a curb cut between the proposed lot onto Goodman Road at the end point of the MDOT ROW.

Staff Recommendations:

The applicant will need to remove the proposed curb cut onto Goodman Road. The city has been clear with our distance requirements from MDOT ROW and intersections and this proposed curb cut does not meet those distance requirements. We have further received clarification from the MDOT side. Additionally, the city has remained consistent with the allowances in similar situations such as the one directly across from this site at Goodman Road and Malone. The newly approved coffee shop on the south side was denied the same request and they resubmitted their site with shared access with the lot to the west and a private ingress/egress through two lots to Malone Road.

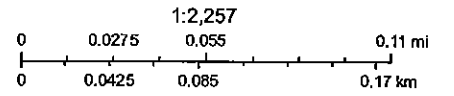
The original plat further reiterated this which is why the frontage access drive was incorporated into the site. It is staffs suggestion that the applicant take the frontage ingress/egress and carry it front the south side around the entire perimeter of the lot going north and gain access into the existing parking lot for a second entry point to lot 4a. The parking on site is over the required amount and the identified stalls are rarely if ever used.

The applicant currently owns both lot 4 as well as lot 1 which has the existing parking so there is not possible ownership conflict.

Staff recommends approval with these comments.



August 9, 2023



GENERAL CERTIFICATE

Shelby H. Terrell, Clerk of the County of Shelby, Tennessee, do hereby certify that the within and foregoing plat was filed for record in my office on the 23rd day of June, 2010, at 10:05 AM, and that the same is the true and correct copy of the original as shown to me by the person claiming to be the owner of the same, and that the same is a true and correct copy of the original as shown to me by the person claiming to be the owner of the same, and that the same is a true and correct copy of the original as shown to me by the person claiming to be the owner of the same.

June 23 2010

Shelby H. Terrell
Clerk of the County of Shelby

OWNER'S CERTIFICATE
I, Goodman Malone, LLC, do hereby certify that the within and foregoing plat was prepared by Shelby H. Terrell, Clerk of the County of Shelby, Tennessee, and that the same is a true and correct copy of the original as shown to me by the person claiming to be the owner of the same, and that the same is a true and correct copy of the original as shown to me by the person claiming to be the owner of the same, and that the same is a true and correct copy of the original as shown to me by the person claiming to be the owner of the same.

11-23-2010

Robert Malone
Owner



ADJUDICATOR'S CERTIFICATE
I, Paul H. Hines, Adjudicator of the County of Shelby, Tennessee, do hereby certify that the within and foregoing plat was prepared by Shelby H. Terrell, Clerk of the County of Shelby, Tennessee, and that the same is a true and correct copy of the original as shown to me by the person claiming to be the owner of the same, and that the same is a true and correct copy of the original as shown to me by the person claiming to be the owner of the same, and that the same is a true and correct copy of the original as shown to me by the person claiming to be the owner of the same.

Paul H. Hines
Adjudicator

First Tennessee National Association

OWNER'S CERTIFICATE
I, First Tennessee National Association, do hereby certify that the within and foregoing plat was prepared by Shelby H. Terrell, Clerk of the County of Shelby, Tennessee, and that the same is a true and correct copy of the original as shown to me by the person claiming to be the owner of the same, and that the same is a true and correct copy of the original as shown to me by the person claiming to be the owner of the same, and that the same is a true and correct copy of the original as shown to me by the person claiming to be the owner of the same.

11-23-2009

Robert Malone
Owner



ADJUDICATOR'S CERTIFICATE
I, Paul H. Hines, Adjudicator of the County of Shelby, Tennessee, do hereby certify that the within and foregoing plat was prepared by Shelby H. Terrell, Clerk of the County of Shelby, Tennessee, and that the same is a true and correct copy of the original as shown to me by the person claiming to be the owner of the same, and that the same is a true and correct copy of the original as shown to me by the person claiming to be the owner of the same, and that the same is a true and correct copy of the original as shown to me by the person claiming to be the owner of the same.

Paul H. Hines
Adjudicator

ADJUDICATOR'S CERTIFICATE
I, Paul H. Hines, Adjudicator of the County of Shelby, Tennessee, do hereby certify that the within and foregoing plat was prepared by Shelby H. Terrell, Clerk of the County of Shelby, Tennessee, and that the same is a true and correct copy of the original as shown to me by the person claiming to be the owner of the same, and that the same is a true and correct copy of the original as shown to me by the person claiming to be the owner of the same, and that the same is a true and correct copy of the original as shown to me by the person claiming to be the owner of the same.

Paul H. Hines
Adjudicator

STATE OF TENNESSEE
COUNTY OF SHELBY
I, Shelby H. Terrell, Clerk of the County of Shelby, Tennessee, do hereby certify that the within and foregoing plat was prepared by Shelby H. Terrell, Clerk of the County of Shelby, Tennessee, and that the same is a true and correct copy of the original as shown to me by the person claiming to be the owner of the same, and that the same is a true and correct copy of the original as shown to me by the person claiming to be the owner of the same, and that the same is a true and correct copy of the original as shown to me by the person claiming to be the owner of the same.

Shelby H. Terrell
Clerk of the County of Shelby

ADJUDICATOR'S CERTIFICATE
I, Paul H. Hines, Adjudicator of the County of Shelby, Tennessee, do hereby certify that the within and foregoing plat was prepared by Shelby H. Terrell, Clerk of the County of Shelby, Tennessee, and that the same is a true and correct copy of the original as shown to me by the person claiming to be the owner of the same, and that the same is a true and correct copy of the original as shown to me by the person claiming to be the owner of the same, and that the same is a true and correct copy of the original as shown to me by the person claiming to be the owner of the same.

Paul H. Hines
Adjudicator

LEGAL DESCRIPTION - SURVEY OUT BOUNDARY
BEING A LEGAL DESCRIPTION OF THE GOODMAN/MALONE, LLC PROPERTY OF RECORD IN SHELBY COUNTY, TENNESSEE, BEING BOOK 0344 - PAGE 048 AT THE OFFICE OF THE COUNTY CLERK OF SHELBY COUNTY, TENNESSEE, THE GOODMAN/MALONE, LLC PROPERTY TO BE SPLIT FOR THE PURPOSES OF THIS SURVEY AS "SHELBY OUT BOUNDARY", AND SHELBY OUT BOUNDARY BEING DESCRIBED AS:

A TRACT OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 7 WEST, ALL IN SHELBY COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEING MORE PARTICULARLY DESCRIBED AS: ... (Detailed legal description text) ...

ABOVE DESCRIBED SHELBY OUT BOUNDARY CONTAINS 47,288 SQUARE FEET OR 11.422 ACRES, MORE OR LESS.

ALL NOTICES OF PUBLIC RECORDS ARE RECORDED AT THE OFFICE OF THE COUNTY CLERK OF SHELBY COUNTY, TENNESSEE.

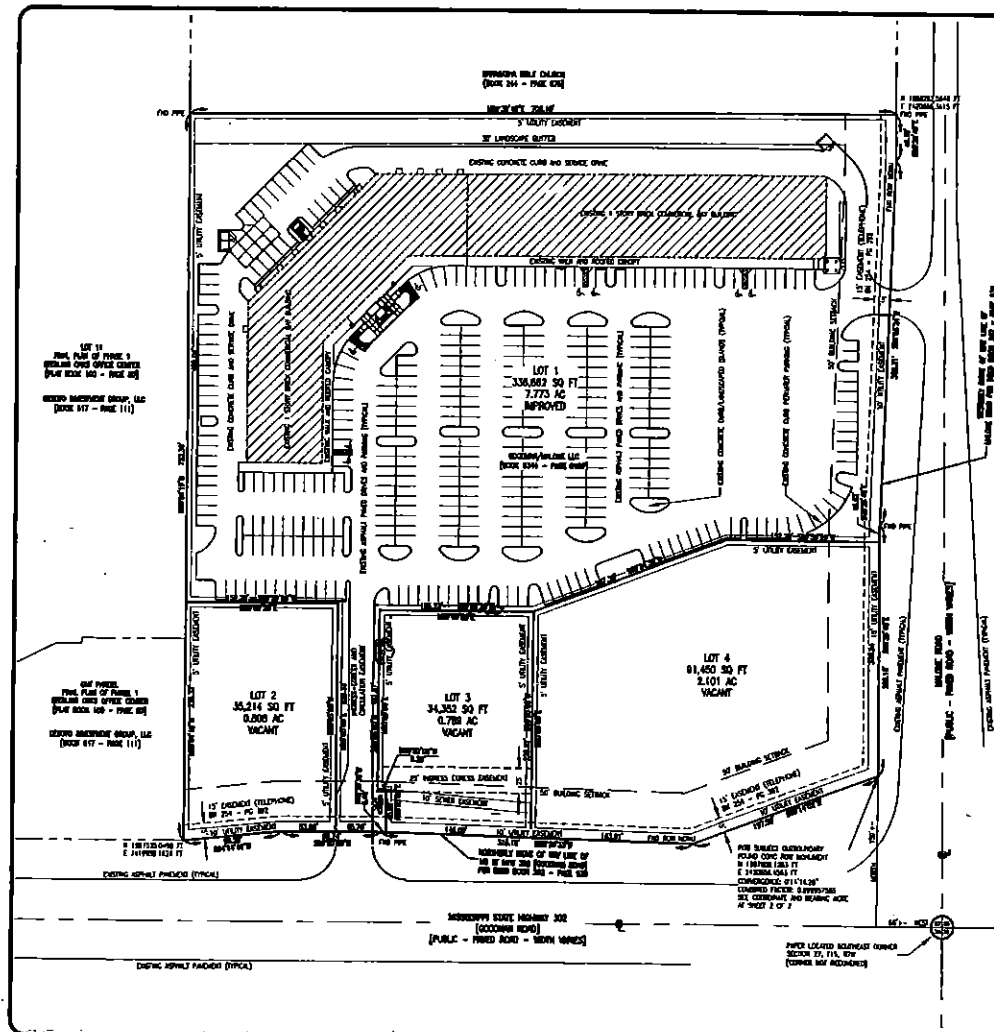
BEARING AND CORNERAGE HERE:

ALL REFERENCES TO OLD BEARINGS AND MISSISSIPPI STATE PLANE GRID COORDINATES AS SHOWN IN THIS LEGAL DESCRIPTION AND ON THE ACCOMPANYING PRELIMINARY/FINAL PLAT ARE UNCHANGED PER GS - WEST ZONE COORDINATES, INDICATED IN SURVEY PLAT, WITH A CONVERSION SCALE OF 99 FEET PER 100 FEET. BEARING AND CORNERAGE VALUES WERE DETERMINED BY GLOBAL POSITIONING SURVEY (GPS) OBSERVATION AND OPEN SKELTON.

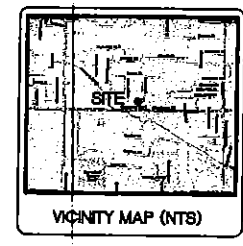
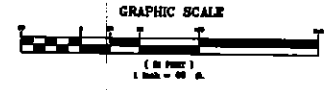
NOTE:
THE PLATTED PROPERTY IS ALSO SUBJECT TO STATE CONDEMNATION, RETENTION, AND ORDINANCES AS SET FORTH IN DECLARATION PLANS OF RECORD IN BOOK ... PAGE ... AND AS SET FORTH IN A RESOLUTION FROM THE TO THE, IN THE OFFICE OF THE COUNTY CLERK OF SHELBY COUNTY, TENNESSEE, TO WHICH COMPLETE REFERENCE IS HEREBY MADE. ANY PROPERTY OWNER SHALL BE BOUND BY THE TERMS OF SAID DOCUMENT.

Pickering
Pickering Firm, Inc.
Transportation • Environmental • Urban Resources • Civil • Planning
7880 Airways Boulevard
Burlington, MA 01803
978.244.2348

PRELIMINARY/FINAL PLAT	
SHOPS OF SOUTHAVEN	
Lying in the Southeast Quarter of Section 27, Township 1 South, Range 7 West, Southaven, Shelby County, Tennessee.	
DEVELOPER: GOODMAN MALONE LLC 7822 POPULAR AVENUE COLUMBIANTOWN, TN 38138	ENGINEER: PICKERING FIRM, INC. 7800 AIRWAYS BOULEVARD BUILDING 8 - SUITE 201 SOUTHAVEN, MS 38671
Plan for Final Record Submittal, 100' X 100' Grid and 200' Grids. Property Lines to 1/4" = 1' Scale. All Other Lines to 1/8" = 1' Scale. Check Final Plan.	
SHOWING: 686 C-1	SCALE: 1" = 60'
4 LOTS - 11.422 ACRES	DRAWN BY: REVIEWED: SC
DATE: JUNE 13, 2010	SHEET 2 OF 2



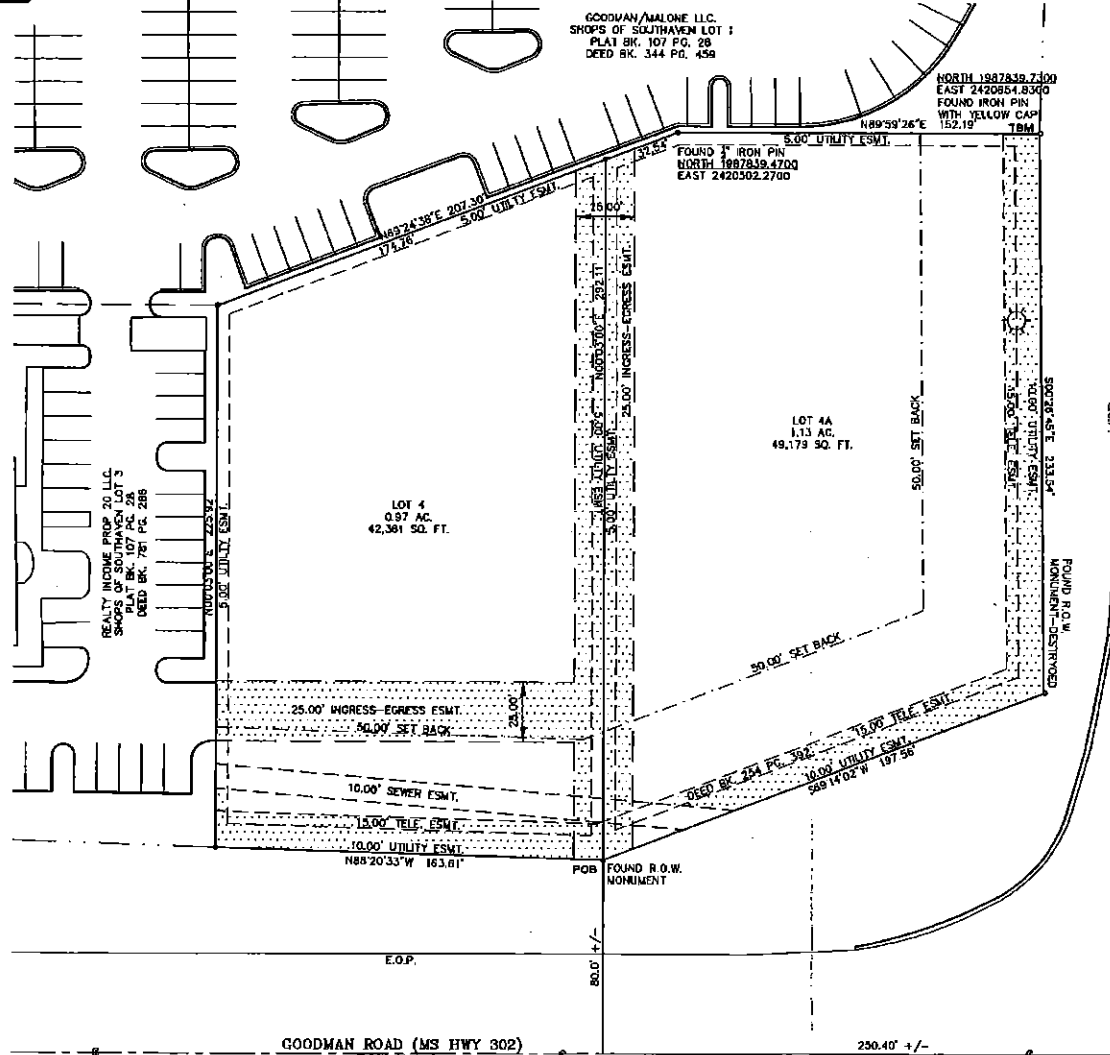
Pickering
 Pickering Firm, Inc.
 Transportation • Environmental • Water Resources • Civil • Facilities
 7800 Airways Boulevard
 Building B, Suite 201
 Southaven, MS 38671
 662.364.3246



PRELIMINARY/FINAL PLAN	
SHOPS OF SOUTHAVEN	
LOTS IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 7 WEST, SOUTHWEST, DEKALB COUNTY, MISSISSIPPI	
DEVELOPER: GOODMAN MALONE LLC 530 GYM COURT DRIVE MEMPHIS, TN 38117	ENGINEER: PICKERING FIRM, INC. 7800 AIRWAYS BOULEVARD BUILDING B - SUITE 201 SOUTHAVEN, MS 38671
DATE: JUNE 13, 2024	SCALE: 1" = 60'
4 LOTS - 11.432 ACRES	DRAWN BY: REMOVED: SC
	SHEET 1 OF 2

IPD

IPD



GOODMAN/MALONE LLC.
SHOPS OF SOUTHAVEN LOT 1
PLAT BK. 107 PG. 28
DEED BK. 344 PG. 459

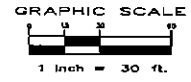
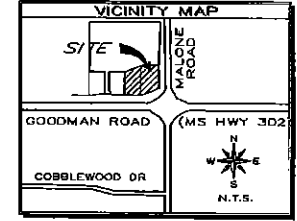
NORTH 1987839.7100
EAST 2420854.8300
FOUND IRON PIN
WITH YELLOW CAP
152.19

FOUND 1" IRON PIN
NORTH 1987819.4700
EAST 2420502.2700

LOT 4A
1.13 AC.
49,179 SQ. FT.

LOT 4
0.97 AC.
42,361 SQ. FT.

REALTY INCOME PROP. 20 LLC
SHOPS OF SOUTHAVEN LOT 3
PLAT BK. 107 PG. 28
DEED BK. 761 PG. 286



- NOTES:
- MINIMUM SET BACKS ARE AS SHOWN:
A. FRONT - 50.00'
B. SIDE - 0.00'
C. REAR - 0.00'
 - UTILITY EASEMENTS ARE AS SHOWN:
A. FRONT - 10.00'
B. SIDE & REAR 5.00'
 - WATER AND SEWER SERVICE WILL BE PROVIDED BY THE CITY OF SOUTHAVEN.
 - THIS IS A CLASS "B" SURVEY.
 - ALL NEW CORNERS SET BY THIS FIRM WILL BE 1/2" (#4) REBAR WITH PLASTIC CAPS READING E-28599, RLS 1909.
 - ALL BEARINGS ARE REFERENCED TO MISSISSIPPI STATE PLANE COORDINATES (MS ZONE WEST, NAD 83) GRID NORTH BY GPS OBSERVATION.

FINAL PLAT
OF
DIVISION OF LOT 4
SHOPS OF SOUTHAVEN
SECTION 27, T-1-S, R-7-W
CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI
1" = 30'

MAY, 2023
ZONING: C-4
TOTAL AREA: 2.10 ACRES
TOTAL LOTS: 2
OWNER/DEVELOPER:
GOODMAN/MALONE LLC.

SOUTHEAST CORNER OF THE
SOUTHEAST QUARTER SECTION 27,
T-1-S, R-7-W



SPECIAL FLOOD HAZARD STATEMENT
BY GRAPHIC DETERMINATION, THE SUBJECT PROPERTY IS NOT LOCATED WITHIN THE UNITS OF A DESIGNATED FLOOD HAZARD AREA PER FEMA FIRM MAP NUMBER 28033C0003H, DESOTO COUNTY, MISSISSIPPI, EFFECTIVE DATE OF MAY 5, 2014.

I.B.M.
THE PROJECT BENCHMARK IS A IRON PIN LOCATED AT THE NORTHEAST CORNER OF LOT 4A OF THE SUBJECT PROPERTY AND LOCATED 35.0' +/- FROM THE WEST EDGE OF PAVEMENT OF MALONE ROAD AND 79.0' +/- FROM AN EXISTING LIGHT POLE. ELEVATION: 357.20

IPD
8180 ARWAYS BLVD., SUITE B SOUTHAVEN, MISSISSIPPI 38671
682-393-3348
BENIPDSOLUTIONS.NET
FAX 662-536-8183

IPD, LLC
CIVIL
ENGINEERING

IPD

IPD

GOODMAN/MALONE LLC.
SHOPS OF SOUTHAVEN LOT 1
PLAT BK. 107 PG. 28
DEED BK. 344 PG. 459

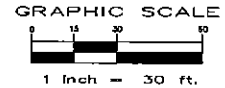
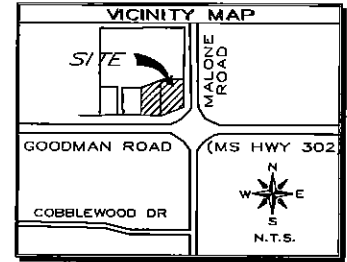
NORTH 1987839.7300
EAST 2420654.8300
FOUND IRON PIN
WITH YELLOW CAP
152.19' TBM

FOUND 1" IRON PIN
NORTH 1987839.4700
EAST 2420502.2700

LOT 4A
1.13 AC.
49,179 SQ. FT.

LOT 4
0.97 AC.
42,361 SQ. FT.

REALTY INCOME PROP 20, LLC
SHOPS OF SOUTHAVEN LOT 3
PLAT BK. 107 PG. 28
DEED BK. 781 PG. 286



- NOTES:
- MINIMUM SET BACKS ARE AS SHOWN:
A. FRONT - 50.00'
B. SIDE - 0.00'
C. REAR - 0.00'
 - UTILITY EASEMENTS ARE AS SHOWN:
A. FRONT - 10.00'
B. SIDE & REAR 5.00'
 - WATER AND SEWER SERVICE WILL BE PROVIDED BY THE CITY OF SOUTHAVEN.
 - THIS IS A CLASS "B" SURVEY.
 - ALL NEW CORNERS SET BY THIS FIRM WILL BE 1/2" (#4) REBAR WITH PLASTIC CAPS READING E-28589, RLS 1909.
 - ALL BEARINGS ARE REFERENCED TO MISSISSIPPI STATE PLANE COORDINATES (MS ZONE WEST, NAD 83) GRID NORTH BY GPS OBSERVATION.

FINAL PLAT
OF
DIVISION OF LOT 4
SHOPS OF SOUTHAVEN
SECTION 27, T-1-S, R-7-W
CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI

1" = 30'
MAY, 2023
ZONING: C-4
TOTAL AREA: 2.10 ACRES
TOTAL LOTS: 2
OWNER/DEVELOPER:
GOODMAN/MALONE LLC.



SOUTHEAST CORNER OF THE
SOUTHWEST QUARTER SECTION 27,
T-1-S, R-7-W



8180 AIRWAYS BLVD., SUITE B
SOUTHAVEN, MISSISSIPPI 38671

IPD, LLC
CIVIL
ENGINEERING

BEN@IPDSOLUTIONS.NET 662-393-3346
FAX 662-536-6183

SPECIAL FLOOD HAZARD STATEMENT
BY GRAPHIC DETERMINATION, THE SUBJECT PROPERTY IS NOT LOCATED WITHIN THE LIMITS OF A DESIGNATED FLOOD HAZARD AREA PER FEMA \ FIRM MAP NUMBER 28033C0083H, DESOTO COUNTY, MISSISSIPPI, EFFECTIVE DATE OF MAY 5, 2014.

T.B.M.
THE PROJECT BENCHMARK IS A IRON PIN LOCATED AT THE NORTHEAST CORNER OF LOT 4A OF THE SUBJECT PROPERTY AND LOCATED 35.0' +/- FROM THE WEST EDGE OF PAVEMENT OF MALONE ROAD AND 79.0' +/- FROM AN EXISTING LIGHT POLE. ELEVATION: 357.20



**City of Southaven
Office of Planning and Development
Amendment to PUD Staff Report**

City of Southaven City Hall
Executive Board Room
8710 Northwest Drive

Date of Hearing:	July 31, 2023
Public Hearing Body:	Planning Commission
Applicant:	Oakhurst Development Inc 1068 Highland Colony Pkwy Ridgeland, MS 39157
Total Acreage	NA
Existing Zoning:	Planned Unit Development
Location of Site Plan application:	North and south side of Nail Road, between Airways Blvd. and Elmore Road
Request for Amendment:	Text Change for Area A, A-1 and B

Comprehensive Plan Designation:	Mixed use
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Staff Comments:
The applicant is requesting to amend the text for the Whitfield Planned Unit Development on the north and south side of Nail Road between Airways Blvd and Elmore Road to include the allowance of senior housing (attached and detached) for areas A, A-1 and B. The request also includes the allowance of townhomes for area A-1 which is solely on the south side of Nail Road.

Oakhurst Development took possession of this property over 10 years ago and has marketed it for the uses shown on the PUD text as approved in 2006. With little movement on the property, the proposed addition takes the property in a different direction. Oakhurst believes that the aging community concept and a diverse mixture of available living options would benefit the entire community.

Staff Recommendation:

This PUD has been in place since 2006. The original design was approved as heavy commercial and small warehouse development that would play into the surrounding area once new developments took off. This is during the time when the Southaven Towne Center came to fruition, warehousing was beginning to take off in Southaven and the housing market was heading to the southeast quadrant of the city. The city designed Nail Road and built it out as a five lane typical section as part of this future development planning and there is still a submittal to the state for funding to extend Nail Road and add a traffic signal at Elmore Road and Nail Road. Since the approval of this development in 2006, there has been little movement with the exception of a veterinarian office on Elmore Road and a small cove of office buildings. That being said, staff wanted to take a fresh look at the area and determine if the original plan still fits. There is low and medium density directly across the street on Elmore Road where White Oak Drive and Southern Pines area located. Due south of this project, there are duplexes in the Gardens of Plum Point and the Savannah Creek Apartments. The property remains vacant to the west. The existing residential in this area and the lack of commercial viability results in the opinion of staff that a residential aspect may be more viable and less intrusive to the surrounding area.

To further investigate this concept, staff wanted to look at the city's overall residential stock and see if there was a missing demographic that could be incorporated. Cities in the surrounding metro area like Collierville, Germantown and Bartlett have approved senior apartments which cater to the 62+ age group only. These buildings are typically 3-5 stories tall which would match the existing Savannah Creek design for height and layout but with an age restriction. These complexes also have ranging amenities such as pickle ball, dry cleaning services, pools, bbq and dog park area. etc. that the residences have restricted use of. In looking at Southaven's age restricted communities, the existing developments include single family high density, quad and five plexes and assisted living. It is staff's opinion that this concept would fit well in the city limits and provide another option to the aging residents along with the possibility of SFR and quad plex design on one intact campus. The site is centrally located in the city and not located near any of the other senior living areas. It is also situated closely to Baptist Desoto, doctor offices and fire station #3 which has on site ambulance service all of which are identified as positive factors for this type of development.

Additionally, in 2021, the Planning Commission and Board of Alderman approved a five acre townhome concept on Swinnea Road, north of Goodman as a test site for introducing townhome developments back into Southaven as an infill type design. It is currently under construction and is well received by both the adjacent property owners as well as prospective buyers. The nine acres on the south side of Nail Road in area A-1 is similar in land concept for such a design.

The addition of the uses for senior living apartments and townhomes would not replace the existing uses allowed in these areas but simply be placed in the text as additional options which would require both site plan and design review approvals.

The amount of existing warehousing and heavy commercial uses have created a negative

aspect to the city infrastructure with road damage and traffic concerns. Allowing this as a replacement option would eliminate further aggravation with these factors.

Staff has worked for several years with the bank that currently owns this property after taking it back from a private entity. The bank and staff both worked to determine the best use of this property and how to make it more marketable. Due to the suggestions brought forth by staff regarding amending the site for residential/senior living, staff will not put forth a recommendation in this staff report.

**Planning Commission
Recommendation:**

**Motion made by:
Seconded by:**



June 27, 2023

**OAKHURST DEVELOPMENT, INC.
1068 HIGHLAND COLONY PARKWAY
400 CONCOURSE
RIDGELAND, MS 39157**

June 30, 2023

City of Southaven
Office of Planning and Development
8710 Northwest Drive
Southaven, MS 38671

Mrs. Choat-Cook,

On behalf of Oakhurst Development, Inc., this application is a request to amend the Whitfield Planned Unit Development text to add the permitted allowance of senior housing and townhomes into areas A, A-1 and B.

Development in this area has been scarce and is limited to a small vet office and a cove with spec lots for office use (Wilco Subdivision). The goal of this amendment is to provide additional viable options for the use of this property that will both enhance the surrounding area and address a demand that we believe is a benefit to the overall City for senior living. The existing permitted uses for heavy commercial and warehousing, we believe, are outdated and the limited development since 2006 in this market further reiterates this.

We have worked with staff for several years to design a strategy for development of this land. Oakhurst Development, Inc. is a state of Mississippi company and it is our goal to sell this property for a development that the City can be proud of.

We humbly request that you consider this application for approval and we welcome any questions or concerns you may have. If you need additional information, please don't hesitate to contact us.

Sincerely yours,

William Thompson, PRESIDENT
OAKHURST DEVELOPMENT, INC.

**CITY OF SOUTHAVEN
AMENDMENT TO PLANNED UNIT DEVELOPMENT**

TO THE SOUTHAVEN PLANNING COMMISSION:

As owner, agent or attorney (indicate which), it is requested that the property located in Southaven, Mississippi, described as follows: (include location and size of property and address if available)

What type of amendment is being requested?

Addition of land to existing PUD _____
Amendment to PUD text X
Revision to PUD design _____

Explain:

Request to add senior living both attached and detached as well as non-age restricted townhomes to the permitted uses for the Whitfield PUD areas A, A-1 and B

OWNER

APPLICANT

Name: Oakhurst Development, Inc

Name: SAME

Address: 1068 Highland Colony Parkway
Ridgeland, MS 39157

Address: _____

Phone: 601-898-4840

Phone: _____

Date: 06-30-2023

Date: _____

EACH APPLICATION SHALL BE ACCOMPANIED BY THE FOLLOWING:

- A. An outline plan drawn to a scale of not less than one inch equals one hundred feet (1"=100') or a larger scale suitable to the size of development if approved by the Office of Planning and Development. The plat shall be drawn on a sheet twenty by twenty-four inches (20"x24").

The outline plan shall include, at a minimum, the following information:

1. Boundary description, including area, bearings and dimensions of all property lines;
2. The locations of existing roads with both the existing and proposed rights-of-way from centerline and the proposed points of ingress to

and egress from the site;

3. **The location of all major tree growth. Major tree growth shall be defined as trees greater than six (6) inches in diameter at breast height (4 feet above the ground);**

4. Proposed locations for on-site detention of storm water, if necessary, and in accordance with the city storm water drainage policy;
5. Vicinity map, north arrow and scale (graphically and numerically);
6. Tie in dimension from property corner nearest to existing street(s) and to section corner;
7. Locations and types of existing easements, including instrument numbers, and proposed utilities easements.
8. The title block, including the unduplicated name of the planned unit development, Engineer's and Developer's names, total acreage, date of draft/revision;
9. Individual parcel numbers/letters, the amount of acreage on each (and designated use, if applicable)
10. Required landscape plats (shown on the plan graphically and in cross section)
11. A metes and bounds legal description of the entire property to be rezoned.

B. Text presenting the following information:

1. Proposed land uses and population densities
2. Proposed primary circulation pattern;
3. Proposed parks and playgrounds
4. Delineation of the units or phases to be constructed, together with a proposed timetable;
5. Proposed means of dedication of common open space areas and organizational arrangements for the ownership, maintenance and preservation of common open space;
6. Relation to the comprehensive plan and to land uses in the surrounding area;
7. Estimates of traffic volumes generated by the completed project.

C. A cover letter in support of the request. It is the policy of the City of Southaven that all rezoning conform to the policies and Land Use Map of the Comprehensive Plan. The state of Mississippi recognizes three primary reasons for changes in zoning after a Comprehensive Plan has been adopted:

1. A demonstrated public need (the Comprehensive Plan is based upon public need)
2. That the zoning as established therein was in error when enacted. If this is your position, list your reasons;
3. That there have been changes in the area of significant nature as to warrant a change in the existing zoning. The burden of proof is upon the applicant. Itemize. Use photographs, charts or other data to support your argument.

D. An affidavit attesting to the signatures of all owners of record must accompany this petition for rezoning. The affidavit must be sworn to before a notary public or other appropriate official.

E. Two (2) collated copies and one digital copy (JPEG, dwg, PDF, etc.) of the application, boundary survey, legal description, vicinity map, cover letter, outline plan, text and list of surrounding property owners shall be filed with the Office of Planning and Development.

F. Application fee: \$500.00, five (5) acres or less plus \$50.00 each additional acre or thereof. Maximum of \$4000.00.

G. Posting of site as directed in attachment.

ORCHARD DEVELOPMENT, INC.

W. William Thompson, PRES.
Signature of Applicant

JUNE 30, 2023
Date Received

AFFIDAVIT

WITNESS THE SIGNATURES of the owners of the subject property, on this, the 30TH day of JUNE, A.D., 2023.

OAKHURST DEVELOPMENT, INC.

by William Thompson, PRES.
Property Owner(s)

Property Owner(s)

STATE OF MISSISSIPPI

COUNTY OF Madison (GIS)
~~DESOTO~~

Personally came and appeared before me, the within named:

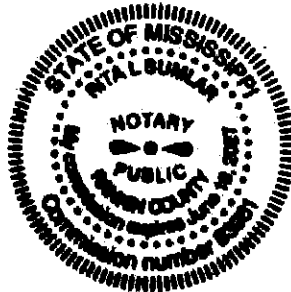
They signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owners of the property described in Paragraph One (1) of the foregoing Petition to Change Zoning.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this, the 30th day of June, A.D., 2023.

Rita A. Colman
Notary Public

MY COMMISSION EXPIRES:

June 18, 2027



SITE POSTING

The City of Southaven now requires site posting for rezoning, PUD amendments, conditional use permits and variances. Site posting instructions are as follows:

1. Post site at least 15 days prior to date of first public hearing. Maintain posting until final City of Southaven Board of Aldermen hearing. Remove following City Board decision.
2. You may use the sign vendor of your choice.
3. **Fifteen days prior to hearing** send to Planning Office:
 - Copy of contract with vendor
 - Notarized affidavit of posting
 - Photo of sign posted on site

SITE POSTING SPECIFICATIONS

<p>CITY OF SOUTHAVEN (1" letters) PUBLIC NOTICE (1" letters)</p> <p>ZONING HEARINGS (4: letters) City Hall (1" letters) 8710 Northwest Drive (1" letters) Southaven, MS 38671 (1" letters)</p> <p>PLANNING COMMISSION: (TIME AND DATE) (1 ½" LETTERS)</p> <p>BOARD OF ALDERMEN: (TIME AND DATE) (1 ½" LETTERS)</p> <p>REQUEST: (1" LETTERS)</p> <p>LOCATION: (1" LETTERS)</p> <p>APPLICANT: (1 ½" LETTERS)</p> <p>PHONE NUMBER: (1 ½" LETTERS)</p> <p style="text-align: center;">Case File Available at City of Southaven (2" letters) 662-393-0111 (2" letters)</p> <p>Posting Date: (1" letters)</p> <p style="text-align: center;">Penalty for removing or defacing sign prior to date of last hearing. (1" letters)</p>
--

1. 4 x 4 in size.
2. Laminated plywood or MDO board
3. Front, back and all edges painted with two coats of cardinal red acrylic exterior enamel.

4. White letters sized per above (decals).
5. Sign attached with 6 screws to 2 -4" x 4" x 8' poles.
6. If the provisions of this policy are not met, the application shall be tabled or denied.

AFFIDAVIT OF POSTING

PROJECT NAME Whitfield PUD

LOCATION Nail Road between Elmore Road and Airways Blvd.

SITE _____ POSTING _____ DATE _____

APPLICANT _____ NAME: _____

In order to provide adequate notice to interested parties, the APPLICANT for shall erect, not less than fifteen calendar days prior to the date of public hearing, notice of the date, time and place of each public hearing and a summary of the request. Such notice will be clearly legible and wherever possible, placed adjacent to the right-of-way of a public street or road. IT SHALL BE THE RESPONSIBILITY OF THE APPLICANT TO ERECT AND TO MAINT THE NOTICE ON THE SUBJECT PROPERTY until final disposition of the case. The Planning Director shall determine the number of location of notices.

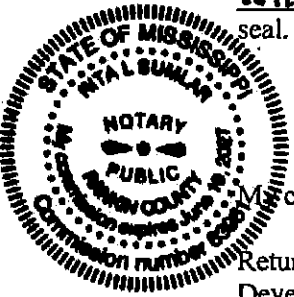
I confirm that the site has been posted as indicated by the Planning Director for the case as listed above. Polaroid pictures of site posting have been submitted.

OAKHURST DEVELOPMENT, INC.
 by William Thompson, PRES.
 Applicant Signature

Date

This instrument was acknowledge before me this 30th day of June, 2023 by

William Thompson In witness whereof I hereunto set my hand and official seal.



Rita L. Sumner
 Notary Public

My commission expires June 18, 2027

Return completed, notarized affidavit AND pictures to the Office of Planning and Development AT LEAST 15 DAYS PRIOR TO PLANNING COMMISSION HEARING.

Office of Planning and Development
8710 Northwest Dr.
Southaven, MS 38671
(662) 393-0111



Dickinson & Bennett, Inc. ETI CORPORATION
ENGINEERING • SURVEYING • LAND PLANNING • LANDSCAPE ARCHITECTURE

October 9, 2006

PRINCIPALS

Ralph B. Smith
James K. Dickinson
Mark E. Lindstrom
W. Donald Bennett
Frank L. Shepherd
H. Daniel Graddy
Stacey O. Morris
Michael J. Swindle
Vincent J. Thillen
Christopher E. Perry

ASSOCIATES

Douglas M. Baker
John J. Bogdal
Matthew D. Wolfe

Ms. Whitney S. Choat
Director of Planning and Development
8710 Northwest Drive
Southaven, MS 38671

**RE: Planned Unit Development Application
Northwest Corner of Nail Road and Elmore Road
ETI Project No. T040-020**

Dear Whitney:

On behalf of J.B.W., LLC, ETI Corporation is submitting a Planned Unit Development Application for the Whitfield Property located at the northwest corner of Nail Road and Elmore Road. The project consists of 72.4 acres and is currently zoned C-4.

The request is to rezone this parcel from C-4 to a Planned Unit Development. The C-4 zoning district is prevalent throughout this area of future Nail Road. The subject property adjoins multi-family residential to the south, single-family residential to the east, and undeveloped properties to the north and west.

Proposed Land Uses and Population Densities

The proposed land uses correspond with the Comprehensive Plan for this area and include both commercial, neighborhood commercial, and office uses. Each of these uses will bring traffic into the area (as noted in the traffic volume section of this study), but will not increase the population density as no residential uses are proposed.

Proposed Parks and Playgrounds

Due to the intended use and location of this site, no formal park space or playgrounds will be incorporated in this Planned Unit Development. However, a significant amount of common open space will be preserved as a natural area to buffer the existing blue water stream. Our intent is to leave this area as natural as possible.

Relation to the Comprehensive Plan and to land uses in surrounding areas

The subject property is located north of Nail Road and west of Elmore Road.

This site is currently zoned C-4, but the proposal is to rezone it to a Planned

Unit Development for both setback reasons and to include some office amidst the commercial. The adjacent properties have similar intended uses with the vacant property west of this site zoned C-4 and the property to the north has some industrial uses and C-4 zoning. Thus, the intended use for this Planned Unit Development would be both compatible with surrounding uses and the Comprehensive plan.

In addition, the inclusion of office in this Planned Unit Development provides a less intense use of the land for this largely commercial block and thus provides a better buffer to the neighboring residential areas east of Elmore Road and south of Nail Road, which was a desire expressed in the future land use section of the Comprehensive Plan.

This development will improve the value of the neighboring properties and the standard of development in comparison to the surrounding types of development in the immediate area.

Site Drainage

The Whitfield Planned Development lies in the Horn Lake Drainage Basin. An unnamed tributary of Horn Lake Creek runs roughly north to south through the middle of Area A and Area B. The tributary drains approximately 670 acres and extends under new Nail Road through a dual 16 foot by 8 foot box culvert. The tributary then extends southwest across Area B to Horn Lake Creek. The tributary is designated as a "blue line" waters of the State and therefore cannot be disturbed without the appropriate State and Federal Permits. The existing drainage patterns across the site are generally north to south on the west side of the tributary and east to west on the south side of the tributary.

The Horn Lake drainage basin experiences flooding problems during heavy rains particularly downstream from the Project site. The Southaven City Engineer will determine the storm water detention requirements for the site. In addition to the site's 79.6 acres, consideration should be given to the drainage patterns of the entire 670 acres drained by the tributary when determining detention requirements. Due to the site's close proximity to Horn Lake Creek, it may be appropriate to have no detention requirements for the site, allowing for peak flow for the site to pass through to Horn Lake Creek before the peak flows arrive from the upstream areas.

Nail Road

The City of Southaven is currently constructing an extension of Nail Road through the Project site. The extension will be a five lane roadway within an eighty foot right of way. The extension will begin at Airways Boulevard, aligning with the south entrance of the Southaven Mall. The extension of Nail Road will proceed southeast across the Whitfield Planned Development to the south line

Ms. Whitney S. Choat
October 2, 2006
Page 3 of 3

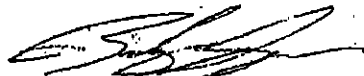
of Section 31 at Elmore Road. The extension of Nail Road is expected to be completed by the end of March 2007.

The fundamental goal in rezoning this property to a Planned Unit Development is to create upscale, commercial developments along these corridors of Nail Road and Elmore Road, serving as a solid foundation for future developments in the area. The Planned Unit Development will provide for greater flexibility in the continuous development of this property. In being so, the attached conditions are established and promulgated in the interest of promoting basic goals in a manner that encourages smart planning and consistent design standards set forth by the ordinances and regulations of the City of Southaven, Mississippi. The most restrictive provisions shall govern and control unless noted in these conditions. Rezoning this parcel to a PUD will also allow for consistent land uses throughout the Nail Road and Elmore Road corridors, making it compatible to recent commercial developments in this area of Southaven. Therefore, we feel the request to rezone this parcel will not adversely affect the current character of this neighborhood of Nail Road and Elmore Road, nor the surrounding land uses.

Please let me know if you have any questions. Again, thank you for your patience and assistance, and we look forward to working with you and your staff in preparation for the upcoming Planning Commission Meeting.

Sincerely,

ETI Corporation



Rodney T. Joyner
Senior Planner

RTJ

cc: Files

Q:\T040\T040020CoverLtr.DOC

1. The following note shall be placed on the final plat of any development requiring onsite stormwater detention facilities:
The areas denoted by "Reserved for Stormwater Detention" shall not be used as a building site or filled without first obtaining written permission from the City Engineer.
2. Stormwater detention systems located in these areas, except those parts located in the public drainage easement, shall be owned and maintained by the respective property owner. Such maintenance shall be performed so as to insure that the system operates in accordance with the approved plan on file in the City Engineer's office.

X. Sanitary Sewer Facilities and Service

- A. A Master Sanitary Sewer Plan shall be submitted at the time the first site plan (Phase 1) is submitted for review and approval.
- B. The developer, in accordance with specifications of the City of Southaven, shall provide all sewer lines within the development.
- C. Sizes of sanitary sewer lines shall be determined by the developer at the time the final construction plans are submitted to the City Engineer for approval.

XI. Water Service

- A. A Master Water Plan shall be submitted at the time the first site plan is submitted for review and approval.
- B. Public water shall be provided by the City of Southaven.
- C. The Developer shall provide all water services within his/her site.

XII. Final Subdivision Plans shall adhere to the requirements of the Zoning Ordinance and shall be done on a lot by lot basis.

XIII. Any amendments to the Planned Unit Development Outline Plan shall adhere to the requirements of the Zoning Ordinance.

XIV. Any Phasing Plan submitted shall be for illustrative purposes only, and is subject to change as dictated by market demands.

The estimated traffic volumes to be generated by the completed project will circulate approximately 25,000 extra average weekday traffic trips and approximately 29,000 weekend trips. These numbers are based on the maximum allowable square footage with an FAR of 0.25. The additional use of office in this Planned Unit Development minimizes the traffic volumes as it generates fewer trips per day.

	Uses	Max. Square Footage with FAR of 0.25	Volume of Average Weekday Vehicle Trip Ends	Volume of Average Saturday Vehicle Trip Ends
AREA A	Commercial	262,449	12,848	16716
AREA A	Office Uses	262,449	1040	0
AREA B	Commercial	292,941	13,791	17905
AREA B	Office Uses	292,941	1137	0
AREA C	Neighborhood Commercial	106,722	7,067	9,146
AREA D	Office Uses	99,099	1263	0
AREA E	Commercial	18,513	1923	2473
TOTAL	w/ A Commercial		=24,238	28,335
TOTAL	w/ B Commercial		= 25,084	29,524

	Uses	Total Square Footage of Land Area	Maximum FAR of 0.25	Total Employees (3.29/1000 square feet)
AREA A	Commercial	1,049,796	262,449	
AREA A	Office Uses	1,049,796	262,449	864
AREA B	Commercial	1,171,764	292,941	
AREA B	Office Uses	1,171,764	292,941	964
AREA C	Neighborhood Commercial	426,888	106,722	
AREA D	Office Uses	396,396	99,099	326
AREA E	Commercial	74,052	18,513	

Whitfield Planned Unit Development
Proposed Conditions
October 2, 2006

I. Uses Permitted – Area A

A. Any use permitted under the PUD commercial section of the Zoning Ordinance except the following uses:

1. Amusements, commercial outdoor (excluding miniature golf)
2. Campground, travel trailer park
3. Car wash free standing
4. Contractor's yard or storage, outdoor
5. Farm implement & heavy equipment sales and repair (excluding new lawn equipment supply)
6. Farm/feed stores including accessory storage of liquid or solid fertilizers
7. Grain elevator (commercial)
8. Lumberyard
9. Machine shop
10. Mobile home sales, service, repair and storage facilities
11. Model homes within subdivision
12. Motor vehicle repair less than 12,000 lbs gww
13. Motor vehicles service & repair
14. Pawn shop
15. Retail, service truck route center
16. Road side stand for sale or display of agricultural products, raised, produced and processed on-premises
17. Theatre, drive-in
18. Travel trailer parks
19. Vehicle wash (trucks, trailers, etc.)
20. Bus terminal or service facility
21. Transportation terminal for air, rail, truck or water
22. Used Automobile dealerships, except in conjunction with a new automobile dealership
23. Wrecker services with temporary storage of junk cars
24. All uses listed under "Other Uses"

B. All industrial uses listed under PUD shall be prohibited except the following uses:

1. Mineral extraction subject to conditional use
2. Processing & manufacture incidental to retail establishment

1. The following note shall be placed on the final plat of any development requiring onsite stormwater detention facilities: *The areas denoted by "Reserved for Stormwater Detention" shall not be used as a building site or filled without first obtaining written permission from the City Engineer.*
2. Stormwater detention systems located in these areas, except those parts located in the public drainage easement, shall be owned and maintained by the respective property owner. Such maintenance shall be performed so as to insure that the system operates in accordance with the approved plan on file in the City Engineer's office.

X. Sanitary Sewer Facilities and Service

- A. A Master Sanitary Sewer Plan shall be submitted at the time the first site plan (Phase 1) is submitted for review and approval.
- B. The developer, in accordance with specifications of the City of Southaven, shall provide all sewer lines within the development.
- C. Sizes of sanitary sewer lines shall be determined by the developer at the time the final construction plans are submitted to the City Engineer for approval.

XI. Water Service

- A. A Master Water Plan shall be submitted at the time the first site plan is submitted for review and approval.
- B. Public water shall be provided by the City of Southaven.
- C. The Developer shall provide all water services within his/her site.

XII. Final Subdivision Plans shall adhere to the requirements of the Zoning Ordinance and shall be done on a lot by lot basis.

XIII. Any amendments to the Planned Unit Development Outline Plan shall adhere to the requirements of the Zoning Ordinance.

XIV. Any Phasing Plan submitted shall be for illustrative purposes only, and is subject to change as dictated by market demands.

D. All dedicated public improvements required herein shall be made to the specifications of the City of Southaven.

VI. Landscaping, Screening, and Open Space

A. Streetscape area along Nail Road and Elmore Road shall be a minimum of 20 feet in width in accordance with Plate 3.

B. All development adjacent to residential uses shall be required to have a minimum of 20 feet of landscape buffer in accordance with Plate 5.

C. Required landscaping shall not conflict with any existing easements.

D. Note: *The Planning Commission may make minor modifications at the request of the Developer to the bulk, access, parking, circulation, signage, lighting, landscaping and other site design requirements if equivalent alternatives are provided; however, the Planning Commission shall not increase the intensity or modify the uses permitted on the property without approval by the Mayor and Board of Alderman.*

VII. Business Signs – Signage within the PUD shall be regulated by Commercial District regulations except where modified herein:

A. Each ground floor occupant of a business structure is permitted one business sign facing each street upon which the business fronts.

B. The maximum square footage sign allotment shall not exceed one hundred fifty (150) square feet, except as permitted by the Southaven Design Review Commission.

C. The business sign may be a ground sign or wall sign, subject to the following restrictions:

1. Wall signs shall not exceed the roof line of the building or eighteen (18) feet, whichever is lower in elevation.

2. Ground signs shall be a maximum of 32 square feet (4 feet x 8 feet) and shall be situated at least five (5) feet from the pavement edge or curb of a public street or outside the public right-of-way, whichever is further. Note: *Berms shall not be permitted for the specific purpose of elevating signage, except*

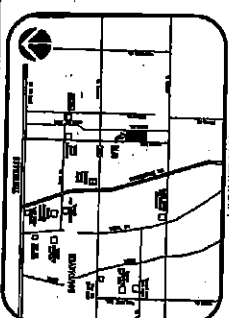
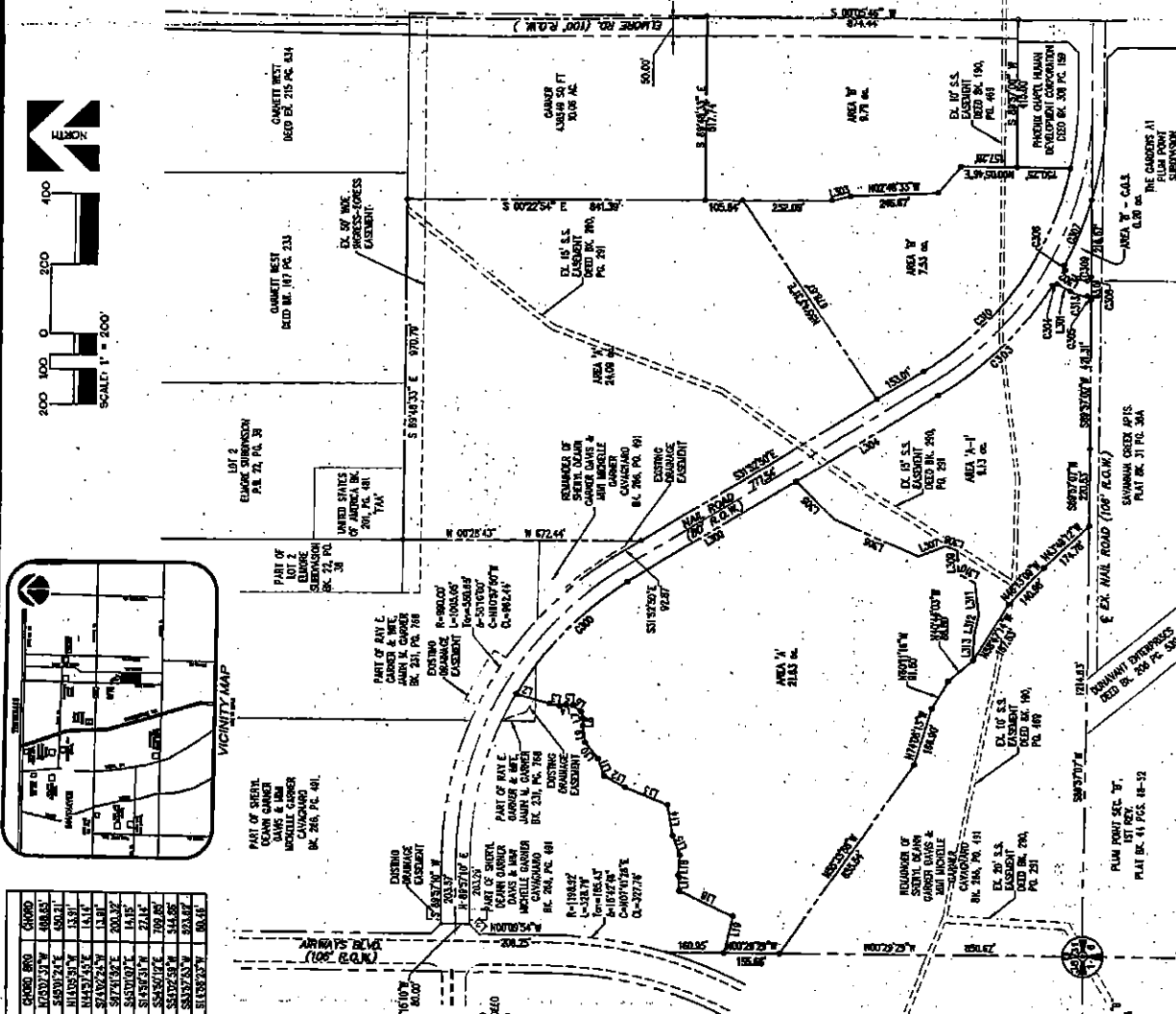
Proposed Land Use	Planning Commission Recommendations	Staff Recommendations
Area "A" & "A-1"		
Telephone service or switching center	Approve	Disapprove
Utility substation	Approve	Disapprove
Automotive, truck and utility trailer rental	Approve	Disapprove
Automobile dealership, new	Disapprove	Approve
Bowling Alley	Approve	Disapprove
Contractor storage yard (indoor)	Approve	Disapprove
Funeral home	Approve	Disapprove
Laboratories	Approve	Disapprove
Lawn, tree or garden service	Approve	Disapprove
Miniature golf course	Approve	Disapprove
Parking, automobile parking lot/garage	Approve	Disapprove
Party/reception hall	Approve	Disapprove
Radio/TV station (recording and broadcasting)	Approve	Disapprove
Recreation facilities for employees	Approve	Disapprove
Skating rink	Approve	Disapprove
Special events tent	Approve	Disapprove
Art Studio	Approve	Approve
Automobile rental office		
Bakery, retail	Approve	Approve
Bank, savings & loan	Approve	Approve
Beauty/barber shop	Approve	Approve
Bookstore	Approve	Approve
Car wash as an accessory to convenience store	Approve	Approve
Check cashing facility	Disapprove	Disapprove
Convenience food store		
Consignment Store	Disapprove	Disapprove
Day care center	Approve	Approve
Doctor's office	Approve	Approve
Drug store or pharmacy	Approve	Approve
Dry cleaning establishment (full service)	Approve	Approve
Dry cleaning establishment (pick/up drop off ONLY)	Approve	Approve
Emergency medical facility	Approve	Approve
Florist	Approve	Approve
Gas pumps as accessory	Approve	Approve
Golf driving range	Approve	Approve
Greenhouse/nursery	Approve	Approve
Grocery Store	Approve	Approve
Gymnasium or sports complex	Approve	Approve
Health club/spa or reducing salon	Approve	Approve
Laundry, self service	Disapprove	Disapprove
Lifestyle center	Approve	Approve
Liquor store	Approve	Approve

Lounges, bars or taverns	Approve	Approve
Mini storage/warehouse	Approve	Approve
Music recording studio	Approve	Approve
Music/dance academy	Approve	Approve
Office, general	Approve	Approve
Outdoor sales and storage	Disapprove	Disapprove
Pet grooming shops w/o open kennels	Approve	Approve
Photo finishing w/ or w/o pickup station	Approve	Approve
Photo processing	Approve	Approve
Photography studio	Approve	Approve
Plumbing shop	Disapprove	Disapprove
Power retail center	Approve	Approve
Print shop and publishing establishments	Approve	Approve
Quick lube facility	Approve	Approve
Recreational center- commercial indoor	Approve	Approve
Restaurants with indoor seating w/o drive thru	Approve	Approve
Restaurants, drive-thru/carry out	Approve	Approve
Retail strips 4-8	Disapprove	Disapprove
Retail strips 8-12	Disapprove	Disapprove
Recreational vehicles sales	Approve	Approve
Salon (full service)	Approve	Approve
Shooting gallery, indoor	Approve	Approve
Tanning salon	Approve	Approve
Tattoo shop	Disapprove	Disapprove
Title loan facility	Disapprove	Disapprove
Theatre, indoor	Approve	Approve
Urban bank (cash advancing)	Disapprove	Disapprove
Wholesale merchandising	Approve	Approve
Public service facility	Approve	Approve
Manufacturing, processing and storage of clay stone and glass products	Disapprove	Disapprove
Mineral extraction	Disapprove	Disapprove
Small assembly no more than 2 employees	Approve	Approve
Non commercial parks	Approve	Approve
Nursing home	Approve	Approve
Religious or educational facility	Approve	Approve
School, public or private	Approve	Approve

Proposed Land Use	Planning Commission Recommendation	Staff Recommendation
Area "B"		
Wholesale merchandising	Disapprove	Disapprove (on Elmore ONLY)
Hotel	Approve	Disapprove (on El more ONLY)
Church	Approve	Disapprove
Greenhouse/nursery	Approve	Disapprove

Grocery store	Approve	Disapprove
Gymnasium or sports complex	Approve	Disapprove
Emergency medical facility	Approve	Disapprove
Art Studio	Approve	Approve
Bakery, retail	Approve	Approve
Bank, savings and loan	Approve	Approve
Beauty/barber shop	Approve	Approve
Bookstore	Approve	Approve
Convenience store	Approve	Approve
Day care center	Approve	Approve
Doctor's office	Approve	Approve
Drug store or pharmacy	Approve	Approve
Dry cleaning, pick-up/drop off Only	Approve	Approve
Florist	Approve	Approve
Gas pumps as accessory	Approve	Approve
Health club, spa or reducing salon	Approve	Approve
Laboratories	Approve	Approve
Laundry, self service	Disapprove	Disapprove
Music recording studio/dance academy	Approve	Approve
Office, general	Approve	Approve
Outdoor sales and storage	Approve	Approve
Pet grooming w/o open kennels	Approve	Approve
Photo finishing/ pick up	Approve	Approve
Photography studio	Approve	Approve
Print shop	Approve	Approve
Radio/TV station	Approve	Approve
Recreational facilities for employees	Approve	Approve
Recreational commercial, indoor	Approve	Approve
Recreational commercial, outdoor	Approve	Approve
Restaurants w/ indoor seating and/or drive thru	Approve	Approve
Retail shops	Approve	Approve
Salon	Approve	Approve
Tanning salon	Approve	Approve
Public service facility	Approve	Approve
Club or lodge	Approve	Approve
Country Club	Approve	Approve
Nursing home	Approve	Approve
Religious or educational facility	Approve	Approve
School, public or private	Approve	Approve
Veterinary clinic w/o outdoor kennels	Approve	Approve

In addition to the above stated information, the Planning Commission approves a six (6) foot masonry fence to be constructed along Old Nail Road between the Gardens of Plum Point/Savannah Creek Apt. and the proposed commercial uses. Staff has requested to amend this design to allow walk through areas every two hundred (200) sq. ft. to allow walkability between the two uses.



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20' LANDSCAPE AREA BETWEEN RETAIL OFFICE AND RESIDENTIAL LAND USE

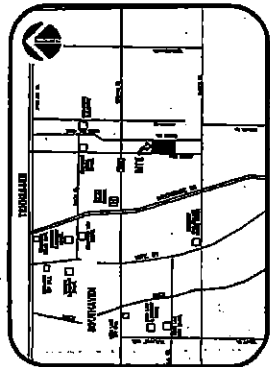
STREETSCAPE RETAIL OFFICE USES ALONG PUBLIC R.O.W.

OUTLINE PLAN
WHITFIELD PLANNED DEVELOPMENT
AREAS 'A', 'A-1' & 'B'
SOUTHAVEN, MISSISSIPPI
 TOTAL AREA: 72.4 AC.
 SECTION 31, TOWNSHIP 1 S, RANGE 7 W

DEVELOPED BY:
J.P.W., LLC
 1473 HIGHWAY 51 SOUTH
 HERNANDO, MISSISSIPPI 38632

PREPARED BY:
 GEORGE J. BARNETT, L.L.M. (L.S. 10000) MISSISSIPPI REGISTERED SURVEYOR

DATE: 12/7/04, ETI Job No. 1040-010 Sheet 1 of 3



LEGEND

	EXISTING DRAINAGE AREA
	EXISTING CONTOUR ATE
	EXISTING DRAINAGE AREA DIVIDE
	EXISTING DRAINAGE FLOW PATH
	DESIGNATED WETLAND AREA

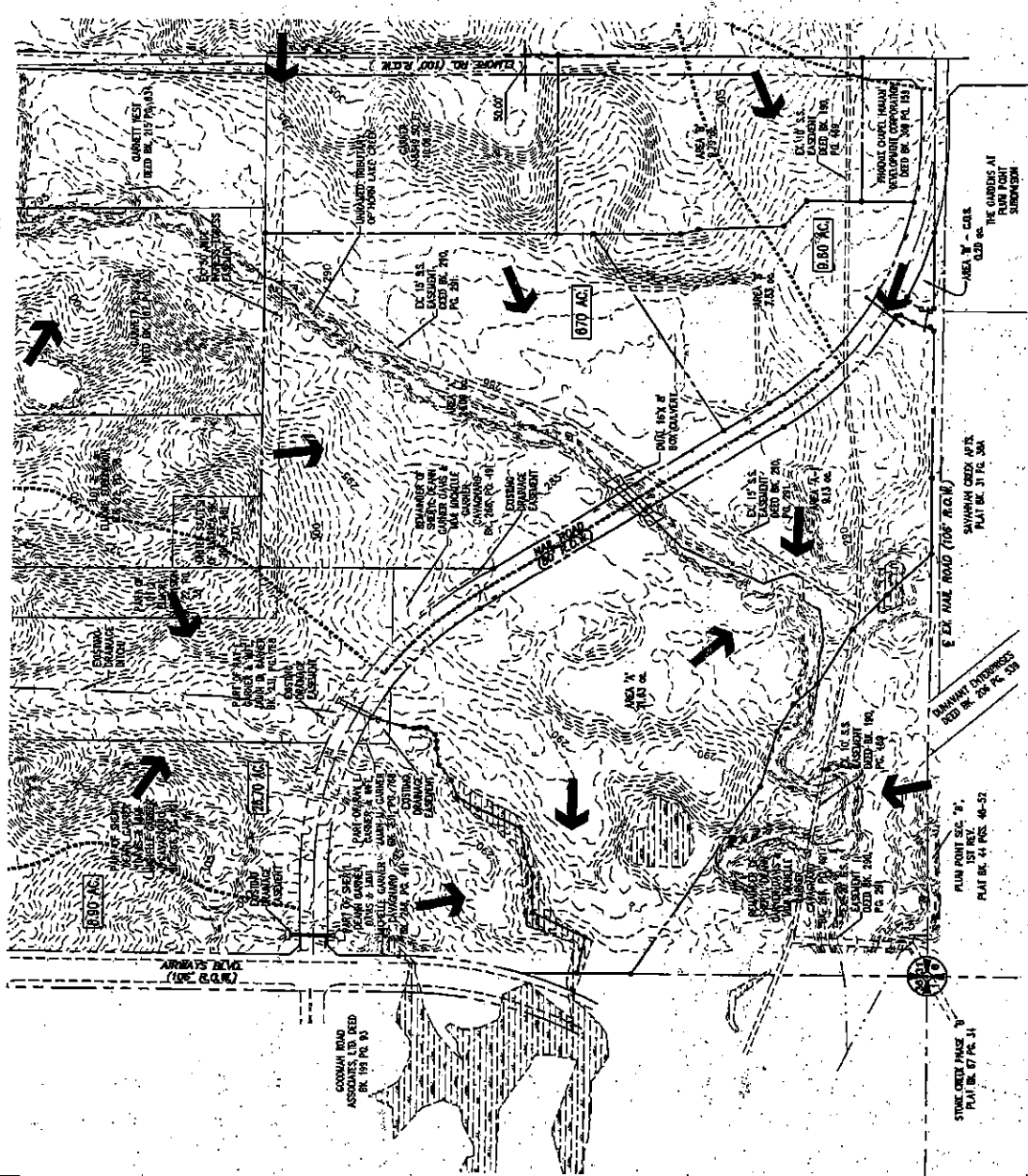
DRAINAGE CONCEPT PLAN
OUTLINE PLAN
 WHITEFIELD PLANNED DEVELOPMENT
 AREAS 'A', 'A-1' & 'B'
 SOUTHAVEN, MISSISSIPPI
 TOTAL AREA: 72.4 AC.
 SECTION 31, TOWNSHIP 1 S, RANGE 7 W

DEVELOPED BY:
 J.P.W., LLC
 1423 HIGHWAY 81 SOUTH
 HERRANDO, MISSISSIPPI 36832

PREPARED BY:
 ENGINEER: J. BRYAN JONES, LICENSED PROFESSIONAL ENGINEER



DATE: 12/7/09 EIT Job No. 1010-010 Sheet 6 of 8









**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI GRANTING CONDITIONAL
USE PERMIT TO SMJ ENTERPRISES FOR FULL-SERVICE SPA LOCATED
AT 6227 SNOWDEN LANE IN SOUTHAVEN, MISSISSIPPI**

WHEREAS, the City of Southaven's ("City") Planning Commission previously held a hearing on July 31, 2023 for the conditional use permit ("permit") application of SMJ Enterprises (the "Applicant") for full-service spa located at 6227 Snowden Lane, Southaven, Mississippi; and

WHEREAS, Title XIII, Chapter 12, Section 13-12(m), Chart 4 Commercial Zone Districts requires a conditional use permits for full-service spas; and

WHEREAS, Title XIII, Chapter 12, Footnote 43 allows for two (2) spas to be located within an ½ mile radius; and

WHEREAS, "Conditional Use" is defined in the City Code of Ordinances at Title XIII, Chapter 1, Section 13-1(b) as "a use that would not be appropriate generally or without restrictions throughout the zoning district but which, if controlled as to number, area, location or relation to the neighborhood, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare;" and

WHEREAS, the Laws of the State of Mississippi, Section 17-1-1 to 17-1-27, inclusive, of the Mississippi Code of 1972, annotated, as amended, empower the City to enact a Zoning Ordinance and to provide for its administration, enforcement and amendment; and

WHEREAS, pursuant to Mississippi Code Ann. Sections 21-17-5, the City has the authority to adopt ordinances with respect to City property including the adoption of all lawful orders, resolutions or ordinances with respect to municipal affairs, property, and finances, and to alter, modify, and repeal such orders, resolutions or ordinances; and

WHEREAS, based on findings of the City Planning Commission at the hearing and City Code of Ordinances and City Staff Report as further set forth in Exhibit A to this Resolution, the City's Planning Commission recommends, subject to the City Board's revocation and the Applicant adhering to all requests and stipulations in the City Staff Report, a conditional use permit with one year extensions at the discretion of the City Board of Aldermen, pursuant to its discretion as set forth in the City Code of Ordinances at Title XIII, Chapter 9, Section 13-9(a); and

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

1. Subject to the Board's revocation for violation of the permit or ordinances, the City Board grants a permit to the Applicant for full-service spa located at 6227 Snowden Lane in Southaven, Mississippi for one (1) year to be renewed annually at the discretion of the City Board of Aldermen and subject to the City Board's revocation.
2. The Mayor and City Planning Director or their designee are authorized to take any and all action to effectuate the intent of this Resolution.

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

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

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 15th day of August, 2023.

CITY OF SOUTHAVEN, MISSISSIPPI

BY: 
DARREN MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK



City of Southaven
Office of Planning and Development
Conditional Permit Use Staff Report



Date of Hearing:	July 31, 2023
Public Hearing Body:	Planning Commission
Applicant:	SMJ Enterprise, LLC 8275 Tournament Drive Suite 100 Memphis, TN 38125 901-440-1370
Total Acreage:	0.948 acres
Existing Zone:	Planned Unit Development (Top of the Sip)
Location of Conditional Use Application:	West side of Snowden Lane, north of May Blvd.
Requirements for CUP:	
<i>"A maximum of two (2) barber shops, hair/beauty salons, hair studios, spa (full service), nail salons, tanning salons and hair braiding establishments/wigology establishments may locate in the stated zones with the stated requirements so long as two existing establishments of the same classification are not currently located within a half mile (1/2) radius of the newly proposed establishment."</i>	
Comprehensive Plan Designation:	Commercial
Staff Comments:	The applicant is requesting a conditional use permit to open a full service spa at 6227 Snowden Lane on the west side of Snowden Lane, north of May Blvd. The proposal allows for a larger tenant space, approximately 6,835 sq. ft. that supports smaller privately owned businesses to locate within a shared space. Each tenant has a cosmetology background and license so the allowance for a spa keeps the overall space in compliance with the ordinance. Per the application there will be hair services, nails, massage therapy, skincare, teeth whitening, etc. All of which fall under amenities of a spa.
Staff Recommendations:	The Board of Alderman recently revised this ordinance to allow for a maximum of two (2) spas within the ½ distance area in an effort to ease the concerns of business owners wishing to locate in the city. That being said, staff did a window survey to determine the distance compliance. There are two full service establishments at Malone Road and Goodman Road which is east of this location however they are not in the stated distance. Wendys Spa is located within the ½ mile area. This spa, if approved, would be the 2 nd spa in the stated area which does meet the boards requirements.

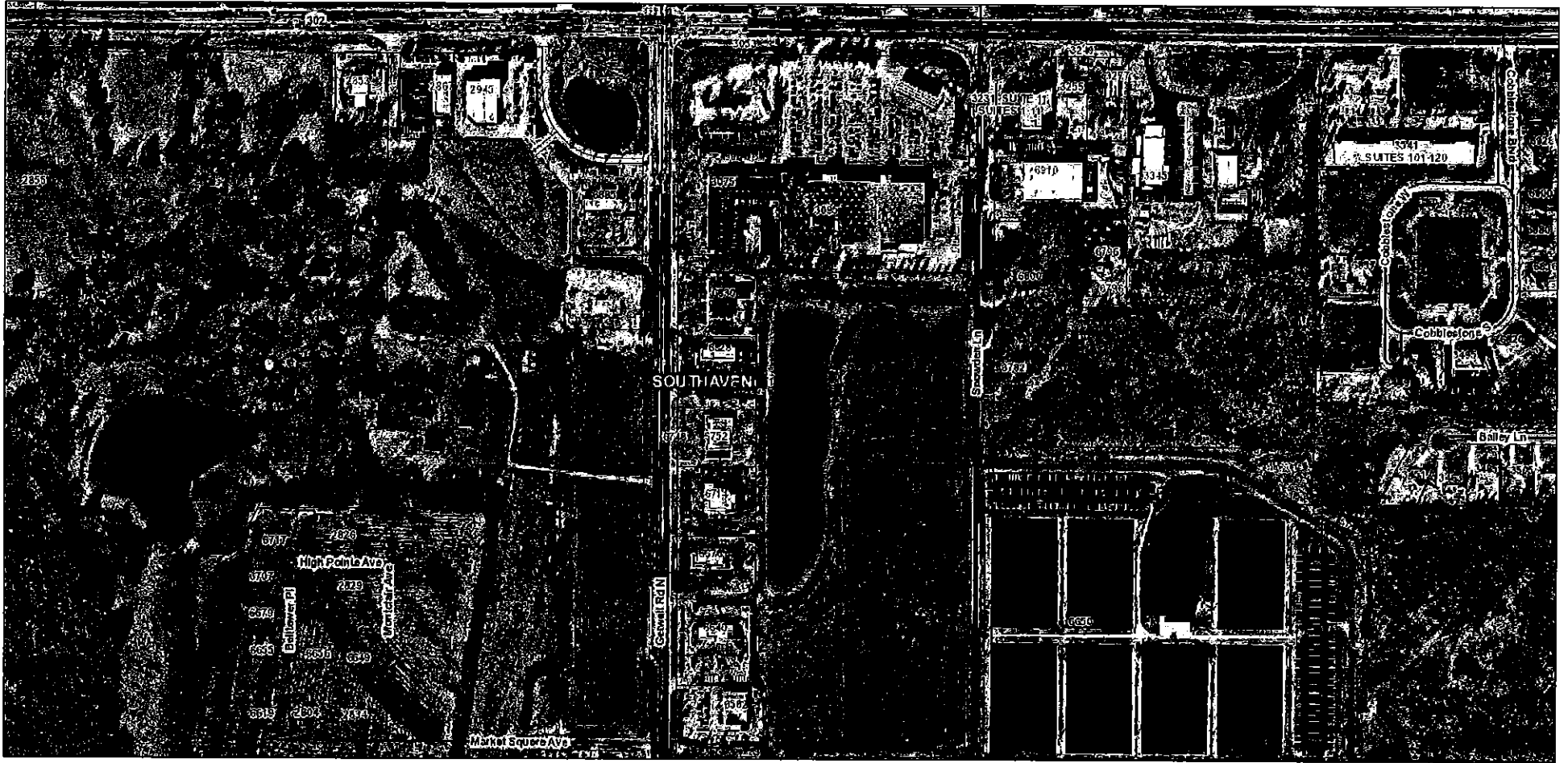
The applicant has met the requirements for the conditional use; therefore, staff recommends approval of a one (1) year permit with a four (4) year extension to be renewed annually.

City of Southaven
Office of Planning and Development
Conditional Permit Use Staff Report

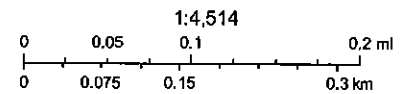


Date of Hearing:	July 31, 2023
Public Hearing Body:	Planning Commission
Applicant:	SMJ Enterprise, LLC 8275 Tournament Drive Suite 100 Memphis, TN 38125 901-440-1370
Total Acreage:	0.948 acres
Existing Zone:	Planned Unit Development (Top of the Sip)
Location of Conditional Use Application:	West side of Snowden Lane, north of May Blvd.
Requirements for CUP:	
<i>"A maximum of two (2) barber shops, hair/beauty salons, hair studios, spa (full service), nail salons, tanning salons and hair braiding establishments/wigology establishments may locate in the stated zones with the stated requirements so long as two existing establishments of the same classification are not currently located within a half mile (1/2) radius of the newly proposed establishment."</i>	
Comprehensive Plan Designation:	Commercial
Staff Comments: The applicant is requesting a conditional use permit to open a full service spa at 6227 Snowden Lane on the west side of Snowden Lane, north of May Blvd. The proposal allows for a larger tenant space, approximately 6,835 sq. ft. that supports smaller privately owned businesses to locate within a shared space. Each tenant has a cosmetology background and license so the allowance for a spa keeps the overall space in compliance with the ordinance. Per the application there will be hair services, nails, massage therapy, skincare, teeth whitening, etc. All of which fall under amenities of a spa.	
Staff Recommendations: The Board of Alderman recently revised this ordinance to allow for a maximum of two (2) spas within the ½ distance area in an effort to ease the concerns of business owners wishing to locate in the city. That being said, staff did a window survey to determine the distance compliance. There are two full service establishments at Malone Road and Goodman Road which is east of this location however they are not in the stated distance. Wendys Spa is located within the ½ mile area. This spa, if approved, would be the 2 nd spa in the stated area which does meet the boards requirements.	

The applicant has met the requirements for the conditional use; therefore, staff recommends approval of a one (1) year permit with a four (4) year extension to be renewed annually.



May 2, 2023



**CITY OF SOUTHAVEN
CONDITIONAL USE APPLICATION**

As owner, agent or attorney (indicate which), it is requested that the property located in Southaven, Mississippi described as follows:

Location, size and address if possible: West Side of Snowden Lane 1,600'+- south of Goodman Rd ,
Parcel 107834000 0001400 - Top of the 'Sip Planned Development
 Zoned PUD be considered for a Conditional Use in the Southaven Zoning Regulations for

the following reasons:

We are requesting the approval of a Salons by a Conditional Use Permit as required by Chapter 12 District Regulations of the Zoning Ordinance. There is public need for this service in this location due to the fact that no other salons are within 3,355 feet of this location.

OWNER	APPLICANT
Name: <u>SMJ Enterprise, LLC.</u>	Name: <u>SMJ Enterprise, LLC.</u>
Address: <u>8275 Tournament Dr, Suite 100</u> <u>Memphis, TN 38125</u>	Address: <u>8275 Tournament Dr, Suite 100</u> <u>Memphis, TN 38125</u>
Phone: <u>901-440-1370</u>	Phone: <u>901-440-1370</u>

THE APPLICATION SHALL BE ACCOMPANIED BY:

1. Plat of the property sought to be considered, 8 ½ x 11 inches.
2. The application with plats, description, and letter of support* shall be filed with the Planning Department. The law requires the Commission to hold a Public Hearing, giving 15 days notice in the newspaper, therefore, the application must be submitted by the first working day of the month. The meeting will be the last Monday of the month.
3. Two (2) copies each collated shall be submitted and a digital copy (PDF, dwg, jpeg, etc.)
4. Application fee of \$200.00.
5. Site posting of the subject property as described on the following pages.

***NOTE: IN SUPPORT OF THIS APPLICATION, YOU MUST SHOW IN DETAIL, THAT THE FOLLOWING WILL BE COMPLIED WITH:**

- a. Does not substantially increase traffic hazards or congestion.
- b. Does not substantially increase fire hazards.
- c. Does not adversely affect the character of the neighborhood.
- d. Does not adversely affect the general welfare of the City.
- e. Does not overtax public-utilities or community facilities.
- f. Does not conflict with the Comprehensive Plan.

THIS APPLICATION MUST BE COMPLETED AND ALL INFORMATION PROVIDED WHEN FILED IN ORDER TO BE ACCEPTED FOR PRESENTATION TO THE COMMISSION.


 Signature of applicant

6-13-23
 Date



FISHER ARNOLD

ENGINEERS | ARCHITECTS | CONSULTANTS | PLANNERS

June 13, 2023

Mrs. Whitney Choat-Cook, AICP
Director of Planning
City of Southaven
8710 Northwest Dr
Southaven, MS 38671

**RE: TOP OF THE 'SIP PLANNED COMMERCIAL DEVELOPMENT
CONDITIONAL USE PERMIT TO ALLOW A SALON
SOUTHAVEN, MISSISSIPPI**

Dear Whitney:

On behalf of the SMJ ENTERPRISE, LLC, we are pleased to submit this Conditional Use Permit Application for the Top of the 'Sip Planned Commercial Development. The subject property is located north of May Blvd and west of Snowden Lane (across from the Soccer Complex).

The overall Planned Development contains approximately 16 acres and has a mix of retail uses ranging from entertainment restaurant, retail, office and hotel uses. The vision of Top of the 'Sip is to provide retail and restaurant facilities to support the tournament and athletic activities associated with the Snowden Grove Park Complex and Amphitheater. Our request is located within Phase 1 of the PD, which is on lot 1 of the recently approved subdivision. We have received site plan approval from the Planning and Design Review Commission and anticipate construction to start in late summer of 2023.

As required by the Conditional Use process, our application does not adversely affect:

1. Traffic
 - a. The widening of Snowden Lane will increase capacity in this area
 - b. Salons typically generate ADT of ?? and is a minimal impact to Snowden Lane
2. Fire Hazards
 - a. This use does not store large amounts of flammable material and will not increase fire hazards to the area
 - b. A fire station is located approximately 1,500 feet from this site
3. Neighborhood Character
 - a. This area of the Snowden District is largely comprised of retail and recreational uses. This use is complimentary to the retail aspect of the neighborhood.
4. General Welfare of the City
 - a. The proposed use is compatible with uses in the area and will add tax revenue to the City, therefore it will not adversely affect the City.
5. Public Utilities and Community Facilities
 - a. Improvements required for the construction and use of the proposed salon will be paid for by the owner. The proposed use does not create a demand on the school system or other community services.

6. Comprehensive Plan

9180 Crestwyn Hills Drive, Memphis, TN 38125
a. The City's Comprehensive Plan calls for this area to be commercial. The proposed use complies with that use designation.

901.748.1811

Fax: 901.748.3115

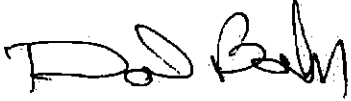
Toll Free: 1.888.583.9724

www.fisherarnold.com

As always, we look forward to working with the City of Southaven and appreciate your consideration of our request. If there is anything you may need to assist in your review of our proposal, please do not hesitate to contact me.

Sincerely

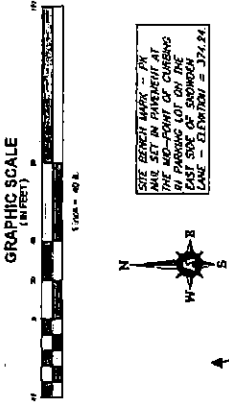
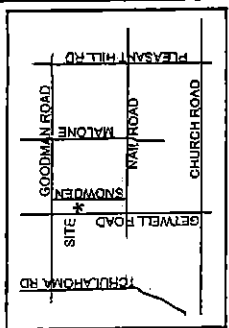
FISHER & ARNOLD, INC.

A handwritten signature in black ink, appearing to read "David Baker". The signature is stylized and written in a cursive-like font.

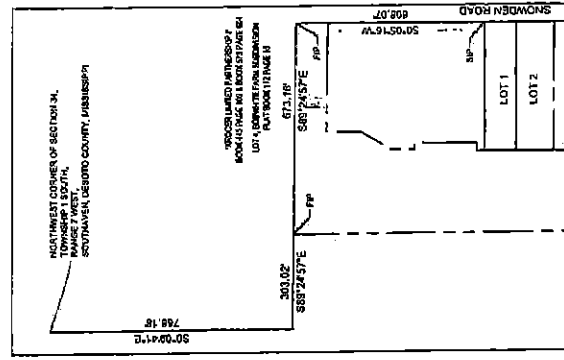
David Baker
Department Head – Planning and Landscape Architecture

DBB/dbb

Z:\SMJENTPR0005PL\planning\correspondence application\application cover letter.doc

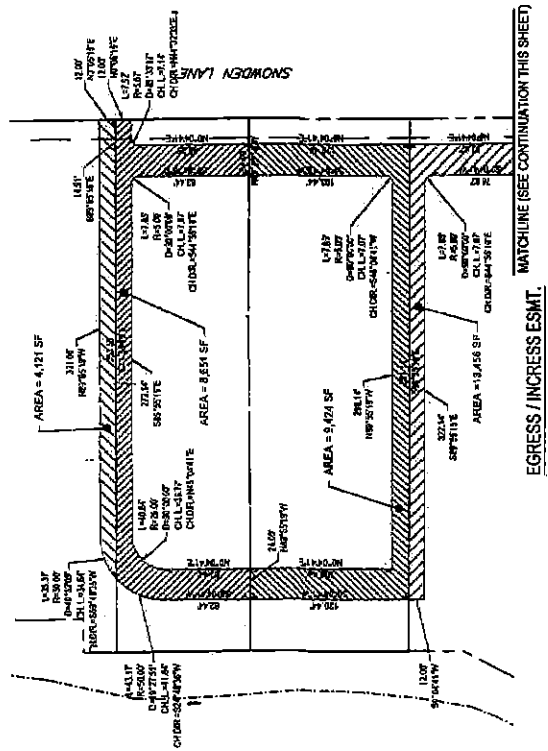
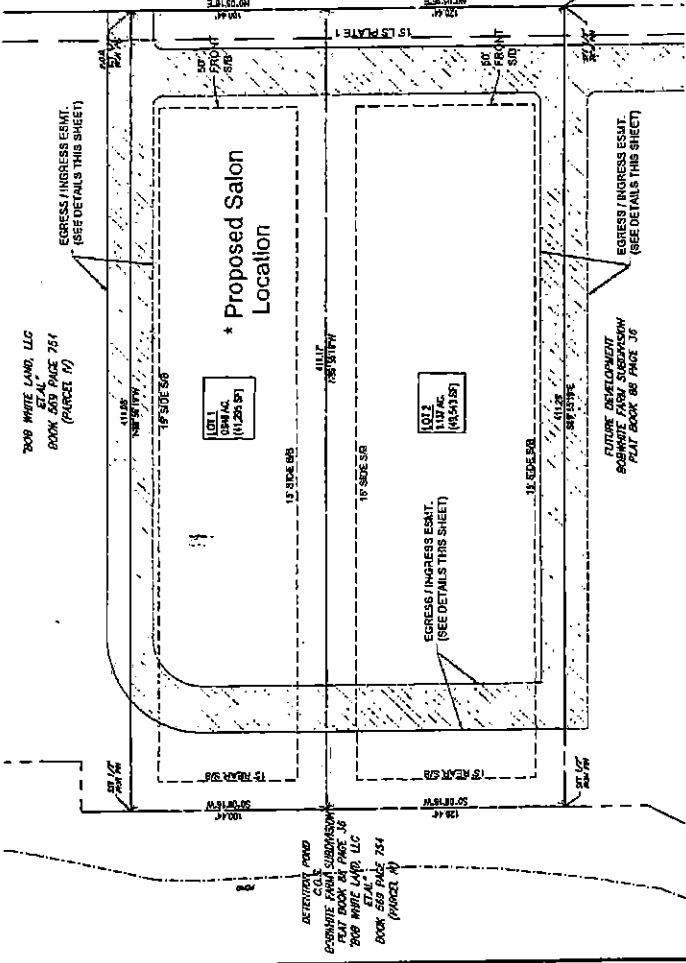


SITE BENCH MARK - 7' IN
 MARK SET IN DIRECTION AT
 NORTHWEST CORNER OF SECTION 34,
 RANGE 7 WEST,
 EAST SIDE OF SNOWDEN
 LANE - ELEVATION = 374.24



145' TO TANGENT
 IN DIRECTION
 OF SNOWDEN ROAD
 3 WAY
 BOULEVARD.

26	27	28
1	3	7
2	4	5

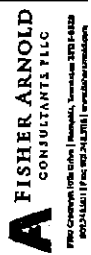


**FINAL PLAT
 PHASE 1
 LOT 1 & 2**

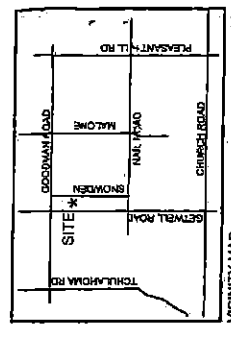
TOP OF THE SIP P.D.

SECTION 34, TOWNSHIP 1 SOUTH, RANGE 7 WEST
 SOUTHAVEN, MISSISSIPPI

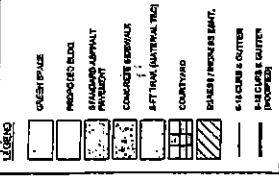
ZONING: COMMERCIAL
 SCALE: N.T.S.
 DATE: 06-13-13
 TOTAL AREA: 2,588 AC., TOTAL LOTS: 2



DEVELOPER:
 SMI ENTERPRISE, LLC
 1000 W. 10TH ST., SUITE 100
 MOBILE, AL 36688



VICINITY MAP



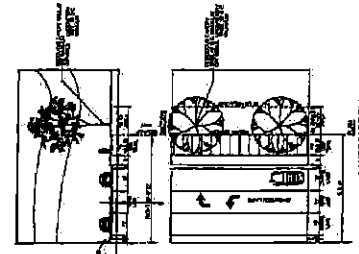
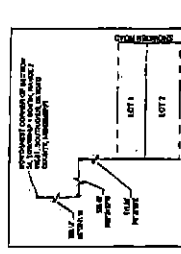
AREA DATA

LOT 1	1.00
LOT 2	1.00
LOT 3	1.00
LOT 4	1.00
LOT 5	1.00
LOT 6	1.00
LOT 7	1.00
LOT 8	1.00
LOT 9	1.00
LOT 10	1.00
LOT 11	1.00
LOT 12	1.00
LOT 13	1.00
LOT 14	1.00
LOT 15	1.00
LOT 16	1.00
LOT 17	1.00
LOT 18	1.00
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LOT 47	1.00
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LOT 49	1.00
LOT 50	1.00

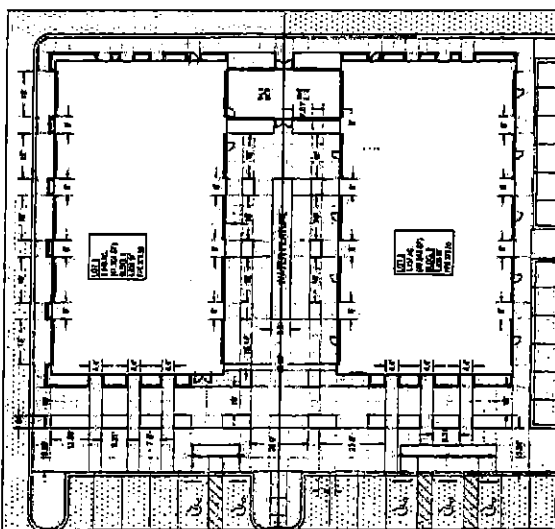
PARKING DATA

TYPE	NO. OF SPACES
STREET	100
LOT	200
TOTAL	300

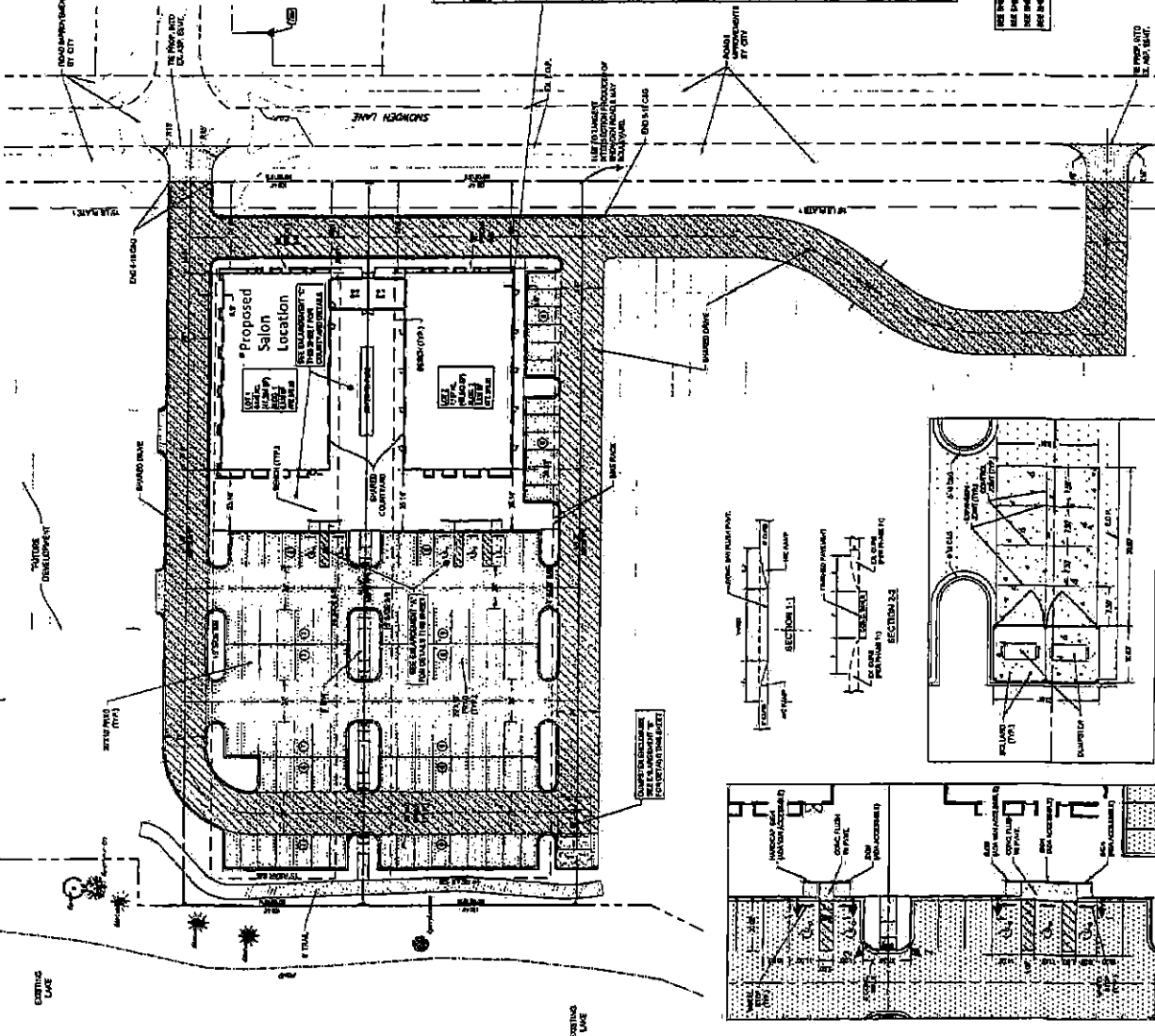
NOTE: SEE SPECIFICATIONS FOR MORE DETAILS.



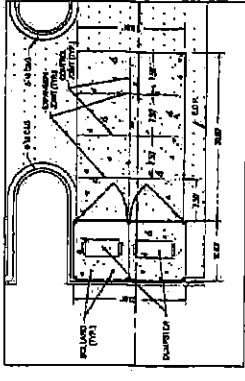
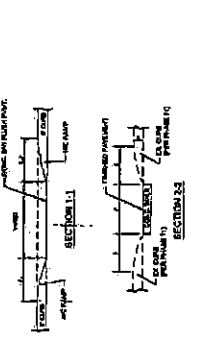
LABORATORY PLATE I



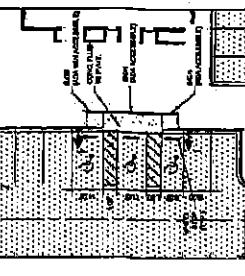
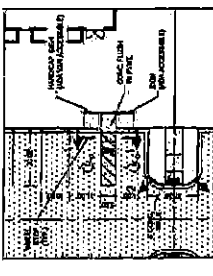
ENLARGEMENT 'V'
SCALE 1/4" = 1'-0"



USE THESE FOR GENERAL NOTES
SEE SHEET FOR GENERAL CONDITIONS
SEE SHEET FOR ARCHITECTURAL DETAILS
SEE SHEET FOR ELECTRICAL DETAILS



ENLARGEMENT 'W'
SCALE 1/4" = 1'-0"



ENLARGEMENT 'X'
SCALE 1/4" = 1'-0"

SHEET NO. 1
SITE LAYOUT
2800 PLEASANT HILL RD. & SNOWDON LN.
SNOWDON, TENNESSEE 37381
PROJECT NO. 1000
DATE: 05-20-03
SCALE: 1/4" = 1'-0"

PREPARED BY: [Signature]
CHECKED BY: [Signature]
DATE: 05-20-03

TOP OF THE SHEET
ENGINEER: [Signature]

**SUBRECIPIENT AGREEMENT
BY AND BETWEEN
HORN LAKE CREEK BASIN INTERCEPTOR SEWER DISTRICT
(UEI #: XH31M5MVWHT3)
AND SOUTHAVEN, MISSISSIPPI (UEI #: J5KMCK21XKP7)**

THIS AGREEMENT is entered into by and between Horn Lake Creek Basin Interceptor Sewer District (the "District"), a public corporation, that is a special purpose unit of local government entity (the "Subrecipient") and Southaven, Mississippi, a body corporate and politic, acting by and through the City of Southaven Governing Authorities (the "City"):

WHEREAS, the Subrecipient is a public corporation, that is a special purpose unit of local government that operates a sewer system as generally authorized by Mississippi Code Annotated §§ 19-5-175; and

WHEREAS, the City has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Fund created under Section 603 of the American Rescue Plan Act of 2021 (ARPA), subject to the State and Local Fiscal Recovery Fund's (SLFRF) Final Rule (the Final Rule), and the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds (the Compliance and Reporting Guidelines); and

WHEREAS, ARPA authorizes the City to expend ARPA funds awarded to the City for the following eligible purposes, as outlined in the Final Rule:

1. Replace public sector revenue loss: To provide government services up to the amount of revenue lost due to the pandemic;
2. Respond to far-reaching public health and negative economic impacts of the pandemic: By supporting health of communities and helping households, small businesses, impacted industries, nonprofits, and the public sector recover from economic impacts;
3. Provide premium pay for essential workers: By offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors;
4. Invest in water, sewer, and broadband infrastructure: Making necessary investments to improve access to clean drinking water, to supporting vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet; and

WHEREAS, ARPA requires that funds for eligible uses must be obligated no earlier than March 3, 2021 and no later than December 31, 2024, with final disbursement of all funds not later than December 31, 2026; and

WHEREAS, ARPA authorizes the City to enter into subaward agreements with subrecipients to assist the City in achieving the goals of ARPA; and

WHEREAS, the Subrecipient proposes to construct a storage facility for excess flow of the District and associated infrastructure ("the Project") and the City wishes to provide funding to the Subrecipient for such purpose; and

WHEREAS, the Subrecipient certifies that the Project, funded by this Agreement, will comply with all applicable rules and regulations;

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

Section 1. Overview

Section 1.1. Definitions. The definitions and requirements for subrecipients as defined in 2 CFR 200.1 are incorporated into this Agreement.

Section 1.2. Source of Funding. This Agreement is funded by a portion of the total sum of Thirty-Five Million Nine Hundred Twenty-Three Thousand Three Hundred Ninety-Eight Dollars (\$35,923,398.00) allocated to the City by the Coronavirus State Local Fiscal Recovery Fund created under Section 603 of ARPA.

Section 1.3. Purpose. The purpose of this Agreement is to establish the terms and conditions for a subaward allocated to the Subrecipient by the City, for the Project.

Section 1.4. Disclosures. Federal regulations, specifically 2 CFR 200.331(a)(1), require the City to provide the Subrecipient specific information about this subaward. All required information is set out in Attachment A (Subaward Data).

Section 1.5. Term. This Agreement will govern the performance of the parties for the period August 1, 2023 (the Effective Date) through December 31, 2026 (the Expiration Date), unless earlier terminated by either party in accordance with the terms hereof, except as certain provisions are specifically noted to survive expiration or termination. This contract shall remain in effect until one of the following two events has occurred: (i) the Subrecipient and the City replace this Agreement with another written agreement; or (ii) all the Subrecipient's obligations under this Agreement have been met.

Section 2. Scope of Funded Activities

Section 2.1. Scope of Services. Subrecipient shall perform all activities described in Attachment B (Approved Activities/Scope of Services).

Section 2.2. Budget. Subrecipient shall expend the funds on costs substantially in accordance with Attachment C (Approved Budget).

Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available to the Subrecipient.

Section 2.3. Prior Approval for Changes. The foregoing notwithstanding, upon written request of the Subrecipient, the City may, from time to time, approve a revision within line items of the Approved Budget which does not change the total amount of the subaward. The City will evaluate

such request and issue a written approval or denial based on the justification provided by the Subrecipient. In no case shall the revision change the total amount of the subaward without approval by the City Governing Authorities. Budget revisions that require action by the City Governing Authorities will not be approved in the thirty (30) days immediately preceding the Expiration Date. Subrecipient acknowledges that budget revisions, whether approved by the City Supervisors or its designee, are incorporated herein and constitute an enforceable amendment to this Agreement.

Section 3. Compensation

Section 3.1. Payment of Funds.

- (a) Subrecipient must incur and pay costs in accordance with the Approved Budget and for the performance of the Approved Activities in an amount not to exceed \$3,000,000.00 (Total Agreement Funds or Program Funds, but not to include Program Income in this total as discussed below). The funds shall be paid only for documented expenditures that are: (i) reasonable and necessary to carry out the scope of Approved Activities; (ii) documented by contracts or other evidence of liability consistent with established City and Subrecipient procedures; (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable hereunder; and, (iv) there will be no payment of funds for Program Income Subrecipient receives and uses as noted above.
- (b) Program Funds shall be paid on a lump-sum basis in full within 45 days of the Effective Date. The Subrecipient shall use the funds only for eligible expenditures incurred on or after the Effective Date and prior to the earlier of the Expiration Date or the last day of the Term. All payments made by the Subrecipient using the Program Funds shall be substantiated by submitting the supporting documentation to the City as set out below.
- (c) The amount of Program Funds is subject to adjustment by the City only if a substantial change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to completion of the Scope of Services.

Section 3.2. Indirect Cost Rate. The Subrecipient shall engage in activities as set forth in the Project. Any modifications to the Project must be approved in writing by the Governing Authority. This grant is not for indirect costs.

Section 3.3. Supporting Documentation. The Subrecipient shall submit supporting documentation consisting of, but not limited to cost substantiation documentation (i.e., invoices, contracts, purchase orders), payment support (i.e., cancelled check, ACH/wire support, copies of bank statements), and all relevant procurement documentation.

Section 4. Financial Accountability and Grant Administration

Section 4.1. Financial Management. Subrecipient shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement and with any Program Income earned, if applicable, as a result of funds received hereunder. Subrecipient must administer all such funds in accordance with applicable federal and state requirements,

including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) as required by the ARPA/SLFRF Assistance Listing (21.027). Subrecipient shall adopt such additional financial management procedures as may from time-to-time be prescribed by the City if required by applicable federal or state laws or regulations, or guidelines from U.S. Department of Treasury (Treasury). Subrecipient shall maintain detailed, itemized documentation and other records of all income received, if any, and expenses incurred pursuant to this Agreement.

Section. 4.2. Financial and Other Reports. Subrecipient shall submit reports to the City as may be required by the federal government or the City including reports which enable the City to submit its own reports to Treasury, in accordance with the following schedule, which may be amended from time to time:

<u>REPORT</u>	<u>DEADLINE</u>
Monthly Progress Report	By the 15 th of the month for the preceding report period
Quarterly Report	Two (2) weeks following the calendar quarter end date
Annual Report	July 1 st
Final Report	No later than thirty (30) days following the earlier of the termination date or the end of the Term.

The Subrecipient shall provide monthly data uploads to the City to include all receipts, rate sheets, costs and other information substantiating expenses for that month. The City reserves the right to request additional information needed to substantiate costs. This information may be e-mailed to Edi McIlwain. The Subrecipient shall also prepare quarterly and annual reports to the City to include documentation substantiating costs, detailed progress reports, detailed scheduling statements, and any other information requested or later required by the City to substantiate and account for all funds. Failure to provide timely submission of required data may result in suspension or cancellation of this Agreement. In the event of cancellation, the City reserves the right to demand back payment, in full of all funds provided to the Subrecipient hereunder plus reasonable costs for attorney and collection fees.

Section. 4.3. Improper Payments. Any item of expenditure by Subrecipient hereunder which is determined by auditors, investigators, and other authorized representatives of the City, the state of Mississippi, Treasury, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, and shall be reimbursed by Subrecipient, immediately upon notification of such, from non-federal funds other than those provided by the City pursuant to this or any other agreements between the City and Subrecipient. This provision shall survive the expiration or termination of

this Agreement.

Section. 4.4. Audits. The Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521, and continued compliance with these provisions during the Term hereof. A Subrecipient that expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits and 2 CFR 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 21.027.

Subrecipient shall provide notice of the completion of any required audits and shall provide access to such audits and other financial information related to the Agreement upon request. Subrecipient shall provide the City with notice of any adverse findings which impact or relate to this Agreement in any way. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 60 days after receipt of notice thereof by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

This obligation to have a financial audit performed yearly extends for one year beyond the expiration or termination of this Agreement.

Section. 4.5. Closeout.

(a) Final payment supporting documentation must be received by the City no later than thirty (30) days after the earlier of the Expiration Date or the last day of the Term. In consideration of the execution of this Agreement by the City, Subrecipient agrees that submission of final payment supporting documentation to the City will constitute an agreement by Subrecipient to release and forever discharge the City, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of submission of final payment supporting documentation or may thereafter have, arising out of, in connection with or in any way relating to all injuries and damages of any kind resulting from or in any way relating to this Agreement.

(b) The Subrecipient's obligations to the City under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of the City. Such requirements shall include but are not limited to: submitting final billings and reports, making final payments, disposing of program assets (if applicable), clearance of any issues identified as a result of monitoring, and determining the retention/custodianship of all project records. The provisions of this Section 4.5(b) shall survive the expiration or termination of this Agreement.

Section 5. Compliance with Grant Agreement and Applicable Laws

Section 5.1. General Compliance. Subrecipient shall perform all Approved Activities funded by this Agreement in accordance with this Agreement, the award agreement between the City and

Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may differ from Subrecipient's current policies and practices.

Section 5.2. Expenditure Authority. This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARPA grant, including, but not limited to, the following:

- (a) **Authorizing Statute.** Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
- (b) **Implementing Regulations.** Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARPA/SLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
- (c) **Guidance Documents.** Applicable guidance documents issued from time-to-time by the U.S. Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.
- (d) **Mississippi Law.** This Agreement is also subject to all applicable laws of the state of Mississippi.

Section 5.3. Federal Grant Administration Requirements. Subrecipient shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), as adopted by Treasury at 2 CFR 1000 and as set forth in the Assistance Listing for ARPA/SLFRF (21.027). These requirements dictate how Subrecipient must administer the subaward and how the City must oversee Subrecipient.

Subrecipient shall document compliance with 2 CFR 200 requirements, including adoption and implementation of all required policies and procedures, within sixty (60) days of the Effective Date and during all subsequent reviews. It is the Subrecipient's responsibility to properly comply with all 2 CFR 200 requirements. Failure to do so may result in termination of this Agreement.

Section 5.4. Procurement Requirements.

- (a) **Procurement Policy.** Consistent with 2 CFR 200 compliance requirements, including the standards set out in 2 CFR 200.318 for the acquisition of property, equipment, supplies, or services required under this Agreement, Subrecipient must comply with their own Procurement Policies and Procedures relative to 2 CFR 200.317-327 concerning the purchase of goods and services, including professional services, and shall maintain inventory records of all non-expendable personal property as may be procured with funds provided hereunder.

(b) Subcontracts. The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such subcontract. The Subrecipient shall cause all the provisions of this Agreement in their entirety to be incorporated in and made a part of any such subcontract. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection/procurement process.

(c) Debarment Certification. The Subrecipient must not be listed in the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," on SAM.gov. The Subrecipient must verify that all contractors and subcontractors are not listed in the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," on SAM.gov prior to entry into a contract or subcontract.

(d) City Review of Solicitations. Except for micro-purchases made pursuant to 2 CFR 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 CFR 200.320(a)(2), if Subrecipient proposes to enter into any contract for the performance of any of the Approved Activities under this Agreement, the Subrecipient shall forward to the City a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The City will review the solicitation and provide comments, if any, to Subrecipient within ten (10) business days. Failure to respond within ten (10) business days does not constitute approval by the City. Consistent with 2 CFR 200.325, the City will review the solicitation for compliance with applicable procurement standards. The City's review and comments shall not constitute a binding approval of the solicitation. Regardless of the City's review, Subrecipient remains bound by all applicable laws and regulations, and the terms of this Agreement. If during its review the City identifies any deficiencies, then the City will communicate those deficiencies to Subrecipient as quickly as possible.

(e) City Review of Contracts. Except for micro-purchases pursuant to 2 CFR 200.320(a), if Subrecipient proposes to enter into any contract for the performance of any of the Approved Activities under this Agreement, the Subrecipient shall forward to the City a copy of the written contract prior to contract execution. The City shall review the unexecuted contract for compliance with applicable requirements and provide comments, if any, to Subrecipient within ten (10) business days. Failure to respond within ten (10) business days does not constitute approval by the City. Consistent with 2 CFR 200.325, the City will review the unexecuted contract for compliance with the procurement standards outlined in 2 CFR 200.318-327 as well as Appendix II to Part 200. The City's review and comments shall not constitute an approval of the contract or relieve the Subrecipient of its obligations to comply with all applicable laws, regulations, and the provisions of this Agreement. If during its review the City identifies any deficiencies, the City will communicate those deficiencies to Subrecipient as soon as possible. Subrecipient must correct the noted deficiencies before executing the contract.

Section 5.5. Use and Reversion of Assets

(a) **Equipment.** In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be returned to the City (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment needed by the Subrecipient for activities under this Agreement shall be retained after compensating the City an amount equal to the current fair market value of the equipment less the percentage of funds used to acquire the equipment.

(b) **Relocation, Real Property Acquisition and One-For-One Housing Replacement.** If applicable to this Agreement the Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b). The Subrecipient shall also comply with applicable City resolutions and policies concerning the displacement of persons from their residences.

Section 5.6. Subawards. The Subrecipient may not enter a subaward without prior written approval from the City.

Section 5.7. Property Management. All real property acquired or improved, and equipment or supplies purchased in whole or in part with ARPA funds, must be used, insured, managed, and disposed of in accordance with 2 CFR 200, et seq.

Section 5.8. Program Income. Program income means gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance, except as provided in 2 CFR 200.307(f).

If the Subrecipient will receive program income, the Subrecipient shall account for program income per the requirements set forth in the Uniform Guidance, including, but not limited to, 2 CFR 200.307, and as stipulated in the Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds. 2 CFR 200.307(e) sets forth three methods for how program income may be used: the deduction method, the addition method, and the cost sharing/matching method. Treasury has indicated that program income earned pursuant to expenditures of SLFRF shall be accounted for pursuant to the addition method. The addition method, per 2 CFR 200.307(e)(2), states, "*program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes and under the conditions of the Federal award.*"

The Subrecipient acknowledges, by executing this Agreement, that it must notify the City of the receipt of any program income during the calendar month that such program income is generated. In addition, the Subrecipient shall add program income earnings to the total subaward amount and expend it on eligible expenditures related to their project during the award period. Such program income must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient. The Subrecipient shall account for and expend program income in compliance with the Uniform Guidance and in accordance with Treasury's regulations that govern expenditures of SLFRF funds, including the Final Rule, and the State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, which provides: "*Recipients of SLFRF funds should calculate, document, and record the organization's program*

income. Additional controls your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records."

The Subrecipient acknowledges its responsibility for appropriate recordkeeping and reporting to the City on the generation and/or receipt of such program income and any failure to report program income will be considered a failure to report, as noted in Section 3 above; however, in no event shall Program Income be reimbursable to Subrecipient. Any unspent program income generated by the expenditure of SLFRF funds at the close of the period of performance must be returned to the City.

Section 5.9. Federal Restrictions on Lobbying. Subrecipient shall comply with the restrictions on lobbying set out in 31 CFR Part 21. Pursuant to this regulation, Subrecipient may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Subrecipient shall certify in writing that Subrecipient has not made, and will not make, any payment prohibited by these requirements, utilizing the form provided in Attachment E (Lobbying Certification).

Section 5.10. Universal Identifier and System for Award Management (SAM). Subrecipient shall obtain, and provide to the City, a unique entity identifier assigned by the SAM, which is accessible at www.SAM.gov.

Section 5.11. Equal Opportunity & Other Requirements. Subrecipient shall adopt and enact a nondiscrimination policy consistent with the requirements in this section.

Civil Rights Laws. Subrecipient shall comply with local and state civil rights ordinances and laws and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

(a) The Subrecipient agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment and contracting opportunities, in any program or activity funded in whole or in part under this Agreement.

(b) The Subrecipient agrees that no person shall on the grounds of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, characteristics of personal identity, or any other characteristic protected under applicable federal or state law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in

whole or in part pursuant to this Agreement.

(c) The Subrecipient agrees to provide language assistance to Limited English Proficient (LEP) persons upon request and will include a written statement in Spanish or Spanish Creole (or other languages as may be identified in the current or amended City's Four Factor Analysis and Language Access Plan) in all public notices related to this Agreement that translation and/or clarification will be provided upon request.

Affirmative Action. The Subrecipient shall be committed to carrying out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

Small Businesses, Women- and Minority-Owned Businesses (MBE/WBE). If applicable to this Agreement, the Subrecipient will use its best efforts to afford small businesses, minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used herein, the term "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African Americans; Spanish-speaking, Spanish surnamed, or Spanish heritage Americans; Asian-Americans; and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

Fair Housing Laws. Subrecipient shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections. Subrecipient shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination. Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101, et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act. Subrecipient shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Section 5.12. Federal Funding Accountability and Transparency Act of 2006. Subrecipient shall provide the City with all information requested by the City to enable the City to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101).

Section 5.13. Licenses, Certifications, Permits, Accreditation. Subrecipient shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to the City proof of any licensure, certification, permit or accreditation upon request.

Section 5.14. Publications or Signage.

(a) Any publicity or signage produced with Program Funds shall display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP2826 awarded to Southaven, Mississippi by the U.S. Department of the Treasury."

(b) Copyright: No reports, maps, or other documents, produced in whole or in part pursuant to this Agreement, shall be the subject of an application for copyright by or on behalf of the Subrecipient.

Section 5.15. Program for Enhancement of Contractor Employee Protections. Subrecipient shall inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Section 5.16. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. As required by 2 CFR 200.216, Subrecipient shall not obligate or expend funds received hereunder to (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services (as described in Public Law 115-232, Section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Section 5.17. Use of Name. Neither party to this Agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Section 5.18. Highest Compensated Officers. The names and total compensation of the five most highly compensated officers of Subrecipient shall be listed if the Subrecipient in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards; and \$25,000,000 or more in annual gross revenues from federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. See FFATA Section

2(b)(1), Code of 1986. If this requirement applies to Subrecipient, Subrecipient will submit the list of its five most highly compensated officers to the City within thirty (30) days of the execution of this Agreement and yearly thereafter during the Agreement term.

Section 5.19. Statement of Assurances. Subrecipient shall certify compliance with SF-424B (Statement of Assurances – Non-Construction) and SF-424D (Statement of Assurances – Construction).

Section 5.20. Drug-free Workplace Requirements. The Subrecipient shall comply with Drug-Free Workplace requirements in Subpart B of 2 CFR Part 182 in conformity with the Drug-Free Workplace Act of 1988 (Pub. L. 100-690).

Section 5.21. Prohibited Activities.

Prohibited Activity. The Subrecipient is prohibited from using Program funds or personnel employed in the administration of the Program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

Religious Activities. The Subrecipient is prohibited from utilizing program funds for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Political Activity. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of the "Hatch" Act.

Section 5.22. Conflict of Interest. The following provisions regarding conflicts of interest apply to the use and expenditure of ARPA funds by the Subrecipient (and/or) any other participating party and will serve as the written standards required by 2 CFR 200.318(c)(1):

(a) Except for eligible administrative or personnel costs, the general rule is that no person who is an employee, agent, consultant, officer, or elected or appointed official of the City or a unit of general City government or any designated public agency or a subrecipient which is receiving ARPA funds who exercises or has exercised any function or responsibilities with respect to ARPA activities assisted herein or is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. Exceptions may be granted by the City Governing Authorities on a case-by-case basis as requested upon full disclosure in writing.

(b) Should any governmental entity, recipient, subrecipient, employee or official know or perceive any breach of ethical standards or conflict of interest, involving any other ARPA grant, they shall immediately notify the City.

Section 6. Cooperation in Monitoring and Evaluation

Section 6.1. City Responsibilities. The City will be responsible for grant administration; however, the City's responsibility does not alter or relieve the Subrecipient's responsibility to properly conduct Approved Activities and expend Program Funds in compliance with all ARPA Program rules and regulations.

Section 6.2. Subrecipient Responsibilities.

(a) **Cooperation with City Oversight.** Subrecipient shall permit the City to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award or this Agreement, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

(b) **Cooperation with Audits.** Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of the City, the state of Mississippi, Treasury, the U.S. Government Accountability Office, and any other governmental entity having oversight of the ARPA Program. Subrecipient agrees to ensure to the greatest extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

(c) **Confidential Information.** If applicable to this Agreement, the Subrecipient shall maintain client data demonstrating client eligibility for services provided by the Project. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Any reports, information, data, etc., given to, prepared by, or assembled by the Subrecipient under this Agreement, shall not be made available to any individual or organization by the Subrecipient without prior written approval of the City. Such information shall be made available to City monitors or their designees for review upon request.

(d) **Disclosure.** The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

Section 6.3. Records Retention and Access. Subrecipient shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or as extended by Treasury, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry arising under this Agreement.

Subrecipient shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by authorized representatives of the City, the state of Mississippi, Treasury, the U.S. Government Accountability Office, and any other authorized state or federal oversight office.

Section 6.4. Personnel. The Subrecipient represents that it has or will secure at its own expense unless otherwise specified in this Agreement, all personnel required in performing Approved Activities under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder will be performed by the Subrecipient or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state, and local law to perform said services.

Subrecipient shall identify all personnel who will be involved in performing Approved Activities and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Subrecipient shall notify the City of any changes to these personnel within thirty (30) days of the change. Key personnel names, titles, and contact information are listed in Attachment D (Key Personnel).

Section 6.5. Environmental Review. The Subrecipient shall comply with all applicable federal, state, and local laws including, but not limited to, environmental and permitting laws and regulations under 40 CFR Part 35. The Subrecipient is responsible for providing all necessary documentation regarding the required environmental reviews, and the Subrecipient shall be subject to claw back by the City for failure to comply with applicable federal, state, and local laws regarding environmental reviews.

Section 7. Default and Termination.

Section 7.1. Suspension and Termination. As provided in 2 CFR 200.338-339, suspension or termination may occur if the Subrecipient materially fails to comply with any term of this Agreement, and the award may be terminated by agreement in accordance with 2 CFR 200.339.

Section 7.2. Termination for Loss of Funding. In the event the funds to be provided to the Subrecipient hereunder shall cease to be available, this Agreement shall terminate and thereafter have no force or effect.

Section 7.3. Termination for Convenience. This Agreement may be terminated for convenience in accordance with the provisions contained in Section B of Appendix II to Part 200. Termination shall become effective upon written notice to the Subrecipient of such termination specifying the effective date thereof, at least five (5) days before the effective date of such termination. Consistent with 2 CFR 200.343, costs incurred by the Subrecipient are allowable if (a) the costs result from obligations which were properly incurred by the Subrecipient before the effective date of the termination, not in anticipation of it; and (b) the costs would have been allowable under this Agreement had it not been terminated. In such event, all finished or unfinished documents, data and reports prepared by the Subrecipient hereunder shall at the option of the City become the

property of the City and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Section 7.4. Termination for Cause. If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations hereunder, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations hereof, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination specifying the effective date thereof, at least five (5) days before the effective date of such termination. Consistent with 2 CFR 200.343, costs incurred by the Subrecipient are allowable if (a) the costs result from obligations which were properly incurred by the Subrecipient before the effective date of the termination, not in anticipation of it; and (b) the costs would have been allowable under this Agreement had it not been terminated. In such event, all finished or unfinished documents, data and reports prepared by the Subrecipient hereunder shall at the option of the City become the property of the City and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the foregoing, the Subrecipient shall not be relieved of liability to the City, for damages sustained by the City by virtue of any breach of this Agreement by the Subrecipient, and the City may withhold any payment due to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due the City from the Subrecipient is determined.

Section 7.5. Termination Procedures. If this Agreement is terminated, Subrecipient may not incur new obligations for the terminated portion of the Agreement after Subrecipient has received the notification of termination. Subrecipient must cancel as many outstanding obligations as possible. Costs incurred after receipt of notice of termination will be disallowed. Subrecipient shall not be relieved of liability to the City because of any breach of the Agreement by Subrecipient. The Subrecipient must repay all funds under this subaward that have not be previously spent on eligible activities under the approved scope of work as well as the exact amount of damages due the City from Subrecipient, once determined.

Section 8. General Conditions

Section 8.1. Indemnification. To the extent permitted by law, the Subrecipient shall indemnify and hold harmless the City, its officers, agents and employees, and the federal government, from any claims of third parties arising out of any act or omission of Subrecipient in connection with the performance of this Agreement.

Section 8.2. Independent Contractor. Neither party, in the performance of its respective obligations hereunder, shall be deemed to be the agent of the other party.

Section 8.3. Insurance.

- (a) Workers' Compensation. The Subrecipient shall provide Workers' Compensation insurance coverage for its employees involved in the performance of this Agreement as required by Mississippi law.

(b) Insurance. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.310 and the City's insurance requirements (Attachment G, City Insurance Requirements). Further, the Subrecipient shall procure and maintain for the duration of the Agreement insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Subrecipient, its agents, representatives, or employees.

The Subrecipient shall require its insurer to provide the City with a Certificate of Insurance reflecting the coverages required hereunder. All policies of insurance shall require thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition, the Subrecipient must provide the City prompt written notice of cancellation, reduction, or material modification of coverage of insurance. If Subrecipient fails to provide such notice, the Subrecipient shall be solely responsible for all losses incurred by the City for which insurance would have provided coverage. All insurance policies must remain in effect during the term of this Agreement.

Subrecipient shall name the City as an additional insured except as to workers compensation insurance and coverage shall be placed with an "A" rated insurance company acceptable to the City and licensed to practice insurance in the State of Mississippi. If Subrecipient fails at any time to maintain and keep in force the required insurance, the City may cancel and terminate this Agreement without notice.

Section 8.4. Venue and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the state of Mississippi. The exclusive forum and venue for all actions arising hereunder, regardless of place of execution or performance, is the appropriate division of the state of Mississippi, Circuit or Chancery Court in DeSoto County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

Section 8.5. Nonwaiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

Section 8.6. Limitation of City Authority. Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section 8.7. Severability. If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

Section 8.8. Assignment. The Subrecipient may not assign or delegate any of its rights or duties that arise out of this Agreement without the City's prior written consent. Unless the City otherwise agrees in writing, the Subrecipient and all assigns are subject to all the City's defenses and are liable for all Subrecipient's duties that arise from this Agreement and all the City's claims that arise from this Agreement.

Section 8.9. Integration. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Subrecipient and the City with respect to the Project and the provisions of this Agreement. There are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

Section 8.10. Notices. All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

(a) If to the City:
Edi Mcilwain
8710 Northwest Drive
Southaven, MS 38671
emcilwain@southaven.org

(b) If to the Subrecipient:
Jim Cook
Horn Lake Creek Basin Interceptor Sewer District
P.O. Box 178
Horn Lake, MS 38637

Physical Address:
979 Rasco Rd E
Southaven, MS 38671
hornlakesewer@gmail.com

Section 8.11 Amendments.

- (a) This Agreement may be amended any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each party, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement. Amendments shall be approved and executed prior to any work being done pursuant thereto.
- (c) This Agreement shall be deemed amended by law so as to conform with federal, state or local governmental guidelines and policies, as the same may be amended from time to time.

Section 9. Agreement Representatives

Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

For the City:

Edi Mcilwain
8710 Northwest Drive
Southaven, Mississippi 38671
emcilwain@southaven.org

For the Subrecipient:

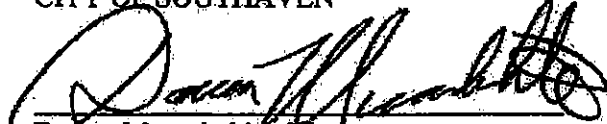
Jim Cook
Horn Lake Creek Basin Interceptor Sewer District
P.O. Box 178
Horn Lake, MS 38637

Physical Address:
979 Rasco Rd E
Southaven, MS 38671
hornlakesewer@gmail.com

IN WITNESS WHEREOF, the parties have each caused this instrument to be executed on the date or dates set opposite the signature of their duly authorized representative.

Date: 8/4/23

CITY OF SOUTHAVEN

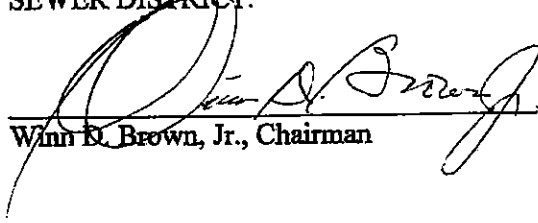

Darren Musselwhite, Mayor

ATTEST:


Andrea Muller
City Clerk

HORN LAKE CREEK BASIN INTERCEPTOR
SEWER DISTRICT.

Date: 8/9/2023


Winn B. Brown, Jr., Chairman

ATTEST:

CHAD ENGELKE, SECRETARY

STATE OF MISSISSIPPI

DESOTO COUNTY

Before me, the undersigned Notary Public in and for the state of Mississippi at Large, personally appeared Darren Musselwhite whose name is signed to the foregoing instrument as Mayor of the City and who is known to me, and acknowledged before me that, being informed of the contents of the instrument, he, in his capacity as aforesaid and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this 4 day of August, 2023.



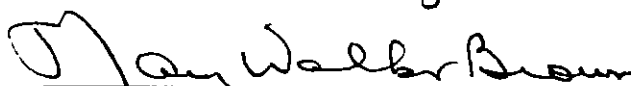
Andrea Mullen
Notary Public, state of Mississippi at Large
My commission expires: _____

STATE OF MISSISSIPPI

DESOTO COUNTY

Before me, the undersigned Notary Public in and for the state of Mississippi at Large, personally appeared Winn D. Brown, Jr., whose name is signed to the foregoing instrument as Chairman of Horn Lake Creek Interceptor Sewer District, and who is known to me, and acknowledged before me that, being informed of the contents of the instrument, he, in his capacity as aforesaid and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this 9 day of August, 2023.



Notary Public, state of Mississippi at Large
My commission expires: _____



Attachment A: Subaward Data

Subrecipient Name	Horn Lake Creek Basin Interceptor Sewer District
Subrecipient Unique Entity Identifier:	XH31M5MVWHT3
Federal Award Identification Number (FAIN):	SLFRP2826
Federal Award Date of Award to the Recipient by the Federal Agency:	March 3, 2021
Subaward Period of Performance Start Date:	_____, 2023
Subaward Period of Performance End Date:	September 30, 2026
Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$3,000,000.00
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	
Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	
Federal Award Project Description:	
Name of Federal Awarding Agency:	U.S. Department of Treasury
Name of Pass-Through Entity:	City of Southaven
Contact Information for City Authorizing Official:	Darren Musselwhite Mayor, City of Southaven
Contact Information for City Project Manager:	Edi McIlwain City CFO
CFDA Number and Name:	21.027- Coronavirus State and Local Fiscal Recovery Funds
Identification of Whether Subaward is R&D:	<u>Not</u> R&D
Subrecipient Indirect Costs:	See Attachment C – Approved Budget

Attachment B: Approved Activities/Scope of Services

The below information is based on facts and documentation supplied to the City by Horn Lake Creek Basin Interceptor Sewer District regarding its subaward of SLFRF dollars. This agreement is limited to the use of SLFRF for the activities specifically approved by the City as outlined below. Failure by Horn Lake Creek Basin Interceptor Sewer District to use its SLFRF award for the specific approved use will result in claw back of the SLFRF award by the City.

Emergency DeSoto County Wastewater System Construction, Phase I, being The Project. The Project will construct an Excess Flow Storage Facility and associated infrastructure as submitted in the MCWI application Portal and approved for funding in accordance with the MCWI Program regulations.

Attachment C: Approved Budget

Consult the ARPA/SLFRF Final Rule for specific directives and limitations on cost items.

EXPENSES	ARPA Funds	State and Local Funds	Total
City of Southaven Coronavirus State and Local Fiscal Recovery Funds Awarded to Subrecipient	\$3,000,000.00	\$0.00	\$0.00
Budget Cost Categories			Total Expenditures
Personnel (Salary and Wages)	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual Services and Subawards	\$0.00	\$0.00	\$0.00
Consultant (Professional Service)	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Occupancy (Rent and Utilities)	\$0.00	\$0.00	\$0.00
Telecommunications	\$0.00	\$0.00	\$0.00
Training and Education	\$0.00	\$0.00	\$0.00
Direct Administrative Costs	\$0.00	\$0.00	\$0.00
Miscellaneous Costs	\$0.00	\$0.00	\$0.00
<i>Add additional cost items as needed</i>	N/A	\$0.00	\$0.00
Total Costs Federal Grant Funds (Lines 1 through 13) <u>MUST EQUAL REVENUE</u> <u>TOTALS ABOVE</u>	\$0.00	\$0.00	\$0.00

Attachment D: Key Personnel

Subrecipient shall identify all personnel who will be involved in performing Approved Activities and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Subrecipient shall notify the County of any changes to these personnel within thirty (30) days of the change.

Name: Jim Cook	
Title: District Manager	Phone: (901) 342-4723 or (901) 326-2139
Email Address: hornlakesewer@gmail.com	
Address: P.O. Box 178, Horn Lake, MS 38637 (Mailing Address) 979 Rasco Road East, Southaven, MS 38671 (Physical Address)	

Name: Tim Verner, PE, Fisher-Arnold	
Title: Senior Vice President, Fisher-Arnold	Phone: (901) 748-1811
Email Address: tverner@fisherarnold.com	
Address: 9180 Crestwyn Hills Drive Memphis, TN 38125	

Name: Mary Lee Brown, Walker, Brown, & Brown, P.A.	
Title: Attorney	Phone: 662-429-5277 or 662-420-1757
Email Address: marylee@wbblaw.us	
Address: P.O. Box 276, Hernando, MS 38632 (mailing address) 2540 Highway 51 South, Hernando, MS 38632 (physical address)	

BANKPLUS AMPHITHEATER *Facility Use Lease Agreement*

This Agreement, is made and entered into as of the date of the last signature of the parties hereto, by and between the City of Southaven hereinafter referred to as "OWNER" and AEG Presents Productions, LLC, 425 W 11th Street, Suite 300, Los Angeles, CA 90015 hereinafter referred to as "LESSEE."

WHEREAS, OWNER owns the BankPlus Amphitheater and Ticket Office located in Southaven, Mississippi (hereinafter the Facility) and has the right to lease space within said Facility for the purpose of promoting convention and tourism activities; and

WHEREAS, Mississippi Code Section 57-7-1 allows the City to enter into a lease for commercial purposes, and the City desires to allow the operation and lease of the Facility upon such terms and conditions as the City shall prescribe to promote commercial and industrial development in the City as the concerts and/or events at the Facility shall attract thousands of people to the City and increase commerce within the City by people dining in restaurants of the City, staying in hotels in the City, and show opportunities on City property for potential development of a desired City Entertainment District; and

WHEREAS, the City, pursuant to Chapter 933 House Bill 1618 of 1993 is authorized to use funds for the promotion of tourism in the City and pursuant to Miss. Code Ann. 17-3-1, the City has determined that this concert and/or event at the Facility will help advertise and bring into favorable notice the opportunities, possibilities, and resources of the City, and will advance the moral, financial and other interests of the City; and

WHEREAS, LESSEE desires to have the use of the Facility, and OWNER desires to allow LESSEE the use of the Facility, under the terms, condition and provisions contained herein.

NOW, THEREFORE, based upon the terms, conditions, covenants and considerations hereinafter set forth, the parties, intending to be legally bound, hereby agree as follows:

Section 1. Premises. OWNER does hereby Lease and grant the right to use the Facility, generally referred to as the BankPlus Amphitheater, to the LESSEE and the LESSEE does accept for use of the Facility. LESSEE stipulates that it has not examined and inspected the Facility and accepts OWNER's representation that the Facility is safe and suitable for presentation of the Event in its present condition. Owner represents and warrants that the Facility is in material compliance with all applicable laws concerning accessibility, environmental conditions, health and safety, sanitation, and structural condition and design, and based on the foregoing, Lessee accepts the Facility on an "as-is" basis. Lessee acknowledges and agrees that it has satisfied itself that the Facility is suitable for Lessee's use and that except for the representation and warranty made above, Lessee is not relying upon any statement or representation by Owner concerning such suitability.

Section 2. Use. LESSEE shall have use of the Facility for the following purpose: Koe Wetzel in Concert (hereinafter the "Event"). This Agreement provides LESSEE with only the right and privilege to possess and use the Facility in the manner set forth herein and this Agreement does not confer upon LESSEE and LESSEE's guests any greater or lesser

rights and privileges with respect to use of the Facility. Lessee acknowledges that the Facility, and various portions thereof, may be simultaneously used for activities other than the Event, provided such activities do not unreasonably interfere with the Event. LESSEE acknowledges and agrees that certain services and portions of the Facilities, such as entrances, exits, loading docks, receiving areas, elevators and similar features, must be shared. OWNER shall retain full and absolute authority to establish the schedules for the use and availability of such services and facilities, including the extent to which service and facility sharing will be required so as to operate the Facility as efficiently as possible.

Section 3. Term. The term of this Agreement commences at 7 o'clock A.M. (or beginning of load-in) on the 25th day of August, 2023 and terminates at 2 o'clock A.M. (or at the conclusion of load-out) on the 26th day of August 2023 (hereinafter the Term).

Section 4. Lease Fee.

(i) LESSEE agrees to pay the OWNER a fee (hereinafter the Lease Fee) for the use of the Premises in the amount of **\$48,500.00**, in the following manner and on the basis and terms set forth below:

(Specific description of contract terms: All-in rent deal including stage set-up, ushers, ticket takers, security, box office, guest medical, phone lines, internet lines and house lights operator. Items that fall outside the deal include any and all required rentals, sound & lights, runners, stagehand labor, catering, participant medical, towels and any required permits.)

(ii) In addition to the above Lease Fee, the LESSEE shall pay all taxes, charge, fees, Leases and permits, whether federal, state, county, or city, due on account of its business and the permitted activities engaged in under this Agreement.

(iii) "Gross Receipts" as used herein is defined to mean the total amount of dollars of all tickets sold or paid admissions and merchandise sold, derived by LESSEE from the use of the Facility pursuant to this Agreement without deduction therefrom for any cost or expense of promotion, conduct or operation of the Event. Gross receipts shall not, however, include any sums collected and remitted for any admission taxes, excise taxes or sales taxes imposed by any duly constituted governmental authority and separately stated, nor shall they include refunds made to patrons, customers or exhibitors. Any exclusions from gross receipts shall be described and substantiated in the written statement of gross receipts as provided herein above.

Section 5. Security Deposit. LESSEE shall pay to OWNER the sum of **\$ 0.00**, which sum shall be credited to expenses such as the rental payment, ticket office fees, and cancellation charges for equipment, operating personnel, and services.

Section 6. Damage Deposit. LESSEE shall provide to Owner a damage deposit of **\$0.00**. The damage deposit shall be withheld from the initial settlement of funds, as set forth in section 7 and, thereafter said deposit, less the cost to repair any damages caused by LESSEE'S negligence or willful misconduct, shall be refunded to LESSEE within 10 days following the termination of this Agreement. Notwithstanding the payment of this deposit, LESSEE shall have liability to pay for any damages to the Facility caused by Lessee's negligence or willful misconduct and any deficiency in the said deposit will not affect this liability, normal wear and tear excepted.

Section 7. Settlement. (i) All Gross Receipts, less deductions for all taxes due, shall be held by OWNER and

applied to the payment of all sums due from LESSEE pursuant to this Agreement, or any agreement modifying or supplementing this Agreement, including amounts due for personnel, services, materials or equipment furnished to LESSEE by OWNER. Any surplus then remaining shall be first applied by OWNER to satisfy any obligations or liabilities of LESSEE to OWNER pursuant to this Agreement, or any agreement modifying or supplementing this Agreement, including, but limited to, any damages which OWNER is entitled by reason of any uncured breach of the terms hereof.

(ii) Upon the conclusion of the Lessee's Event, OWNER will furnish to LESSEE a settlement statement of the
Gross

Receipts and deductions therefrom along with payment due Lessee.

(iii) OWNER will remit on LESSEE's behalf, out of the Gross Receipts, all sales, entertainment and other taxes
due

to appropriate governmental authorities.

(iv) Prior to the settlement, the LESSEE shall not be entitled to draw upon such funds unless specific permission has been granted by the OWNER and the LESSEE has insured such draw with a bond or letter of credit which is acceptable to the OWNER.

Section 8. Late Payments. (a) Any Lease Fee, cost, expense or sum due from Lessee which is not received within ten (10) days from the date it's due shall be deemed late and Lessee shall be liable for a late fee of \$30.00, or that maximum amount allowed by law without being deemed a penalty or usurious. Further, Lessee shall pay accrued interest on the past due amounts, at the rate of one and one half percent (1 ½ %) per month, until the delinquent sums are paid in full. Accrued interest shall be due and payable with payment of the delinquent accounts and Lease Fees. Partial payments of past due accounts, including past due Lease Fees, will be first attributed to the accrued interest with remaining sums applied toward the delinquent principal. Interest will continue to accrue on delinquent Lease Fees until paid in full. (b) Any payment by check which is returned for insufficient funds, or others reasons, shall incur a \$50.00 returned check fee, payable to OWNER, for each occurrence and the past due accounts and Lease Fee due will be subject to late payment deadlines and charges set forth herein.

Section 9. Overtime. In addition to the Lease Fee, LESSEE shall pay to OWNER the sum of **\$2500.00** for each hour or fraction of an hour the LESSEE, or LESSEE'S artist, extends the use of the Premises beyond hard curfew of 11:00 P.M.

Section 10. Tickets.

(i) If tickets are sold in connection with LESSEE's use of the Premises, OWNER shall have supervision over the sale and collection of all tickets. Further, LESSEE will pay OWNER for ticket sale services at the following rate: zero percent (0%).

(ii) Ticket sales shall be at such places as OWNER, in its sole discretion, deems appropriate. However, LESSEE may request ticket sales privileges be extended to additional persons. If OWNER grants the request, then LESSEE agrees to assume all responsibility for collection of unsold tickets or of funds from the sale of tickets from such persons and will be liable to OWNER for the value of all tickets so distributed.

(iii) OWNER shall have the industry standard right to custody and control of all monies received from the sale of tickets wherever sold and admission fees wherever received. All such monies shall be the rightful property of the OWNER for the purposes of applying the same toward payment of the Lease Fee and LESSEE'S other charges and accounts due, or to become due, to the OWNER pursuant to this Agreement.

(iv) All tickets to the Event will be provided by the OWNER. The OWNER operates a computerized ticket system, or contracts for such services, which supports a series of outlets. The number of tickets printed will not exceed seating capacity negotiated. The OWNER shall provide LESSEE with an Event audit report upon which the parties will rely for settlement purposes described in Section 7. Not less than thirty (30) days prior to the Event, LESSEE shall provide to OWNER any required ticket manifest, in the format requested by OWNER, so as to finalize the ticket sales process. Not less than ten (10) days prior to the date tickets will be released for sale, LESSEE shall deliver to OWNER and/or Ticketmaster all necessary information to price the tickets.

(v) Ticket prices will include a 3% State Sales Tax, unless LESSEE secures an exemption in writing from the State of Mississippi.

(vi) LESSEE shall furnish to the OWNER thirty (30) sellable seats, to be selected by OWNER for the use of the OWNER and without cost to the OWNER in mutually agreeable locations.

(vii) Immediately upon the close of the ticket office for each night of the Event, OWNER will tabulate ticket sales and receipts and prepare an audit report reflecting Lease Fee, ticket service charges and all other charges due from LESSEE.

Section 11. Operating Personnel, Services and Equipment.

(i) The OWNER shall furnish to the Premises all customary heating, lighting, and air conditioning. OWNER shall not be liable to LESSEE for any loss suffered by LESSEE resulting from any lack of said utilities which occur as a result of an act of God, or force majeure as defined herein, or failure of equipment which occurs through no fault of OWNER.

(ii) OWNER shall provide, at LESSEE's expense, certain personnel and services in connection with LESSEE's Event, including, but not limited to, a house engineer, emergency medical, ticket sellers, ushers, gatemen, doormen, program and novelty salesmen, stagehands, crowd management associates, traffic controllers, event clean up and security personnel within the Premises.

(iii) The Facility will also provide such equipment, at LESSEE's expense, as LESSEE shall timely and reasonably request at rates specified on the services and equipment schedule, attached hereto and incorporated by reference. Equipment may include, but is not limited to, such items as an electronic message marquee, public address system, special electrical uses and rigging.

Section 12. Novelties/Concessions.

(i) During the Event, OWNER reserves to itself the sole right: (1) to sell or disburse programs, periodicals, books, magazines, newspapers, soft drinks, alcohol, flowers, candies, food, novelties or any non-event related merchandise commonly sold or dispensed in arenas or auditoriums; (2) to rent and/or sell opera glasses, binoculars, cushions and similar articles; (3) to operate any checkrooms and the parking lots used in connection with the Facility; (5) to prepare, cater and serve all foods within the Facility including but not limited to receptions, breakfast, luncheons and dinner banquets.

Excluding tour caterer. Artist shall employ tour caterer and shall pay no buyout for such right.

(ii) OWNER grants LESSEE the right to sell, disburse, artist merchandise. LESSEE shall pay OWNER the amount of 20% of the gross receipts, less taxes due, from said sales and 10% on recorded material and LESSEE will sell.

Section 13. LESSEE's Personal Property. (a) In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Premises by or for LESSEE, OWNER shall act solely for the accommodation of the LESSEE and neither the OWNER nor any of its agents or employees shall be deemed a bailee, nor be liable for any loss, damage or injury to such property, except to the extent such loss, damage or injury arises out of the negligence or willful misconduct of Owner, its agents or employees.

(b) Any property left within the Premises by LESSEE shall, after a period thirty (30) days from the termination of this Agreement, be deemed abandoned and the OWNER shall have the right to remove, place in storage or otherwise dispose of any such property at the sole cost and expense of LESSEE, provided such abandonment does not arise due to Force Majeure or Owner's default. Owner shall notify Lessee of any property or equipment inadvertently left at the Facility by Lessee and shall provide Lessee with a reasonable opportunity to remove same prior to removal, storage or disposal by Owner.

(c) OWNER assumes no responsibility for any property of LESSEE, his/her/its agents, employees or invitees, and said OWNER is hereby expressly released and discharged by LESSEE from any all liabilities for any loss, injury or damages to said property that may be sustained by reason of the occupancy and use by LESSEE of the Facility. OWNER is not released from liability for negligent acts or omissions or willful misconduct of the OWNER or its employees.

Section 14. Owner Objections to Event Content and Advertising. OWNER will receive full advance information as to the nature and content of any performance, exhibit, entertainment, or advertising relating to LEASEE's use of the Premises. LEASEE agrees that no such activity, or part thereof, shall be given or held if OWNER makes written objection to same on the grounds of violation of any law, LEASEE's inability or failure to meet, satisfy or uphold event advertising claims, or violation of any terms and conditions of this Agreement relative to the nature and general content of LEASEE's use of the Premises. OWNER will use reasonable efforts to provide its objection to the LEASEE as soon after it determines there is reason to object to the Event as is possible and, whenever possible, not less than fourteen (14) days prior to the Event. OWNER hereby approves the performance of Koe Wetzal.

Any advertising whether television, newspaper, program, poster, outdoor, transit or other print advertising must utilize the BankPlus Amphitheater logos which are provided by and available from the OWNER.

Section 15. Public Announcements. OWNER reserves the right to make public announcements during intermissions and other such times as will not unreasonably interfere with LESSEE's Event. Said public announcements may relate briefly to future attractions coming to the Facility, or to the welfare and safety of those attending the Event. LESSEE is prohibited from making public announcements, other than those which pertain to the Event, without prior written approval of the OWNER. LESSEE agrees to submit, in typed form, all public announcements which LESSEE intends to make. LESSEE agrees not make any public announcements in connection with the Event in other locations which OWNER, in its sole discretion, considers to be in competition with the Facility without OWNER's written approval. Audio

announcements in the bowl are subject to Artist's prior approval.

Section 16. Broadcast. The LESSEE will not commercially broadcast, nor permit anyone else to broadcast, via radio, television, cable, satellite, internet or other electronic means, the Event, or any part thereof, produced within the Facility, unless and until the OWNER shall have given its written permission therefore. If any of the conditions of such written permission are violated, the OWNER, at its option, may at any time stop such broadcasting. Commercial recordings or transcriptions of the Event shall not be made without the written permission of the OWNER. Under conditions when warranted, the OWNER shall determine fees to be paid by LICENSSE for any rights running to the LESSEE to make a commercial broadcast or recording of the Event. Such fees shall be agreed upon between OWNER and LESSEE as a prerequisite to any such broadcast or recording. All recording, broadcasting and photography must be approved in writing, in advance by Artist. Artist reserves the right to record performance for archival purposes at no additional fee.

Section 17. Right to Inspect. The Facility shall at all times be under the control of OWNER and its designees which shall have the right at all times to enter the Facility to examine the same and to perform OWNER's duties, provided Artist maintains reasonable control over onstage and backstage access. OWNER and its Police and Fire Departments shall work together in good faith to develop and enforce a mutually acceptable security/emergency action plan. For a violation of law, the OWNER and its designees shall maintain the reasonable right to safely eject any person or persons during an Event. Further the OWNER shall have no obligation to enforce any policy of LESSEE.

Section 18. Default. (a) A default of this Agreement shall be deemed to have occurred hereunder if:

(i) LESSEE fails to pay the Lease Fee within 10 days of the date its due, or otherwise fails to pay OWNER any amounts or sums to be paid by LESSEE when the same are due.

(ii) Either party defaults in the performance or observance of any material term, covenant, condition or provision of this Agreement required of the Party, and such default continues for a period of thirty (30) days after service by the other party of written notice of such default;

(iii) Either party defaults in the performance or observance of a material term, covenant, condition or provision of this

Agreement for which a cure is possible, and the curing or remedying of such default requires the doing of work or the taking of action which cannot with due diligence be completed in a thirty (30)-day period after service of a notice of default, and such default continues beyond the end of the 30-day period and such amount of time as is reasonably necessary to cure or remedy such default, taking into account unavoidable delays to complete such other action as is required to cure or remedy the default in question;

(iv) A party ceases to function as a going concern, becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it (which petition is not dismissed within 60 days of its filing), admits in writing its inability to pay debts as they mature, or if a receiver is appointed for a substantial part of its assets.

(b) No waiver by either party of any default or breach by the other party of its obligations hereunder shall be

construed to be a waiver or release of any other or subsequent default or breach by the other party hereunder.

Section 19. Termination.

(a) (i) LESSEE has the right to elect to terminate this Agreement, without cause, prior to the Term. Provided, however, that LESSEE must give OWNER thirty (30) days advance written notice of the intention to terminate this Agreement. LESSEE understands an early termination will cause LESSEE to be subject to the penalties and damages set forth herein, unless such termination arises due to Force Majeure or Owner's default.

(ii) In the event LESSEE fails to pay any Lease Fee within 10 days of the date its due, or otherwise fails to pay OWNER any amounts (including, but not limited to, the Lease Fee or food and beverage catering services) to be paid by LESSEE when such amounts are due, OWNER may, at its option, terminate this Agreement by giving LESSEE ten (10) days prior written notice.

(iii) Either party may terminate this Agreement (i) in the event of a default by the other party, as set forth in section 19 (ii) through (iv) following fourteen (14) days written notice to terminate. Notwithstanding anything to the contrary stated herein, the defaulting party shall be given a reasonable opportunity to remedy any default or breach upon written notice by the non-defaulting party.

(b) Upon the effective date of termination, specified in the non-defaulting party's notice to terminate, the Term shall then end as fully and completely as if that were the date herein fixed for the Term's expiration without liability to the other party therefore and without releasing the defaulting party from its liability to fulfill the requirements of this Agreement herein.

Section 20. Remedies. (a) Upon an event of termination due to Lessee's uncured default, LESSEE's right to the use of the Facility, and all other rights or privileges of LESSEE provided for under this Agreement shall end and OWNER shall have no further obligation of any kind to LESSEE.

(b) Upon an event of termination of this Agreement due to Lessee's uncured default, LESSEE shall immediately pay to OWNER the sum of (i) all unpaid Lease Fees, (ii) all other charges due hereunder, (iii) all reimbursable costs and expenses incurred by OWNER to remove LESSEE from the Facility, including costs of moving and storing LESSEE'S personal property and, (iv) reasonable attorneys' fees and expenses, including any costs of litigation incurred in connection or arising from the termination.

(c) Upon an event of termination of this Agreement due to Lessee's uncured default, Owner will use reasonable efforts to Lease the rights to use the Facility to another party. If Owner Leases the right to use of the Suite to another party, then all amounts received from such other party, shall be applied first to any delinquent amounts owed by Lessee and then to the reduction of any License Fees, expenses, damages or costs owed by Lessee to Owner under this Agreement. Notwithstanding the foregoing, any monies received by Owner from the re-licensing shall not be credited against damages owed by Lessee unless Lessee proves by clear and convincing evidence that re-licensing was possible only during the original Term of this Agreement.

(c) It is specifically acknowledged and agreed that upon termination due to Lessee's uncured default, the Lease Fee due from LESSEE shall not be prorated and LESSEE will remain fully liable for all such fees due until such time as

Owner re-Leases the Premises. In the event the Premises is re-Leased, the LESSEE shall immediately pay, in lump sum, the total of any deficiency difference between the Lease Fee provided for by the re-Leasing agreement and the Lease Fee herein reserved.

(d) Upon an event of termination due to Lessee's uncured default, and as an alternative to the OWNER's rights set forth in the subparagraphs

above, OWNER may, in its sole discretion, demand as a form of liquidated damages but not as a penalty, which LESSEE will immediately pay to OWNER, a sum equal to the full Lease Fee. The sums set forth above are specifically agreed and admitted as a reasonable, fair and necessary to compensate OWNER for anticipated losses in Lease Fees, reasonable costs, fees and expenses incurred in relation to having to re-lease the Arena, and other actual damages. Such liquidated damages shall be exclusive of court costs or reasonable attorney fees incurred if OWNER must pursue collections of delinquent Lease Fees.

(e) The rights and remedies given to the non-defaulting party in this Agreement are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the non-defaulting party, in law or equity, shall be deemed to be in exclusion of any of the others provided herein or by equity. No failure or delay by the non-defaulting party to exercise any remedy provided for herein shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to said party.

Section 21. Production Requirements. LESSEE shall file with the OWNER, prior to the Event, a full and detailed outline of LESSEE's requirements for the Premises, including but not limited to all stage, sound, lighting, chair or table set-ups, and such other information as may be requested by the OWNER. All public address or sound reinforcement requirements shall be submitted to LESSEE not later than 72 hours prior to the Event and are subject to approval. In the event that any laws, regulations or ordinance require the securing of permits for LESSEE's Event, LESSEE agrees to be responsible for obtaining all necessary permits, and shall indemnify and hold OWNER harmless for any penalties suffered by OWNER as result of LESSEE's failure to secure said permits.

Section 22. Property Restriction. LESSEE shall not use, or permit the Premises to be used, for any purpose other than that set forth herein. LESSEE further covenants and agrees:

a. To keep aisles, corridors, passages, vestibules, trails, elevators, and stairways of the Facility free and clear of obstructions and shall not use these areas other than for ingress and egress;

b. To refrain from altering, injuring or defacing the Facility, or any part thereof, and not to drive or permit others to drive nails, hooks, tacks, or screws into any part of the Facility, or furnishings located therein, or to apply tape or other materials to the walls without Owner's reasonable approval;

c. Not to use or permit the use of flammable tissue paper, crepe paper, or material for decorative purposes or any combustible liquid or substance unless the same has first been approved by the Mississippi State Fire Marshall and City of Southaven Fire Marshal.

d. To provide an intermission of not less than fifteen (15) minutes during every public performance which is in excess of one hour duration, except religious services, unless otherwise agreed upon by the OWNER.

e. No signs, messages or other materials may be posted, displayed, distributed or announced in, on or adjacent to, the Facility without prior written approval of the OWNER. Such materials may not be fastened to any part of the Facility except in spaces provided for this purpose and may not be permitted to interfere with crowd movement and safety.

Section 23. Content Restrictions and Right to Control Facility. (i) No performance, exhibition or entertainment shall be given or held in the Facility which is indecent, obscene or immoral, including nudity and graphic obscenities. Should any such performance, exhibition or entertainment or any part thereof, be deemed by the OWNER, in its reasonable discretion, to be indecent, obscene, immoral, or in any manner publicly offensive, OWNER shall have the authority to stop such event or to demand the removal of the objectionable subject. If the OWNER should exercise its prerogative hereunder, all Lease Fees and other costs and expenses due to OWNER will remain the property of the OWNER and any unpaid charges arising under this Agreement shall be considered payable to OWNER. (ii) OWNER reserves the right to safely and legally eject or cause to be ejected from the Facility any person or persons acting in contravention to this provision. The OWNER shall not be held liable to the LESSEE for its actions under this paragraph unless unreasonable or unnecessary force was exerted in such ejection resulting in damage to such ejected person(s). (iii) Employees of Lessee may be refused entrance by OWNER, or its employees, agents or representatives, acting in their reasonable discretion, for non-compliance with the provisions of the Agreement or for objectionable or improper conduct. Owner hereby approves the performance of Koe Wetzel.

Section 24. Lawful Activity. In carrying out its obligations under this Agreement, LESSEE shall comply with all rules, regulations, laws and ordinances of the United States, the State of Mississippi, County of DeSoto, the City of Southaven and those established by the OWNER. The LESSEE will not do, nor suffer to be done, anything on or within the Facility or parking area adjacent thereto, in violation of any laws, ordinances, rules or regulations. If the attention of the LESSEE is called to any violation of the same on its part, or of any person employed by it, the LESSEE will immediately desist and correct the violation. The foregoing includes the requirement that audio volume (measured in decibels) conform to the limits established by the State of Mississippi Health Department. The LESSEE shall have the responsibility for obtaining all permits or Leases required of it by said laws, ordinances, rules and regulations. In connection with its activities related to the Event, each party agrees to materially comply with all applicable federal, state, and local laws, regulations, and government mandates, and each of the parties shall take appropriate steps to ensure that its activities and use of the Facility does not negatively impact the safety and welfare of the other party's employees. In addition, until such time as the parties agree to discontinue any such measures, the parties shall each use reasonable measures to implement procedures and protocols to help reduce the spread of communicable diseases at the Facility. Artist's unavailability or inability to perform due to such mandates and/or the measures implemented under this provision shall constitute a Force Majeure.

Section 25. Insurance. LESSEE shall furnish the OWNER in advance of the Term, a certificate showing that there is in force a policy of public liability insurance in the form of comprehensive general liability insurance, in which the LESSEE is named as an insured and the OWNER as an additional insured, with limits of not less than \$1,000,000 single limit and \$2,000,000 aggregate coverage for the duration of the Term. All insurance policies must reflect that it is primary and not contributory with any insurance maintained by OWNER and may not be canceled prior to the conclusion of the

Term. The policy must also reflect coverage for bodily injury or death, including coverage for deprivation of civil rights or civil liberties, defamation of character, libel, slander and other similar causes of action. LESSEE waives any right of subrogation against OWNER in connection with any insurance proceeds received by or due to OWNER.

Section 26. Indemnification. LESSEE agrees to conduct its activities upon or within the Facility so as not to endanger any person thereon and to indemnify, defend and save harmless the OWNER against any and all claims, costs or expenses, loss, injury, or damage to persons or property, including claims of employees of the LESSEE, or LESSEE's contractors or subcontractors ("Claims"), arising out of the negligence or willful misconduct of Lessee, its contractors, subcontractors, agents members or guests, except to the extent such Claims arise out of the negligence or willful misconduct of Owner, its contractors, subcontractors, agent's members or guests. To the extent authorized by Mississippi law, Owner agrees to conduct its activities upon or within the Facility so as not to endanger any person thereon and to indemnify, defend, and save harmless the Lessee against any and all claims, costs or expenses, loss, injury, or damage to persons or property, including claims of employees of the Owner, Owner's contractors or subcontractors ("Claims"), arising out of the negligence or willful misconduct of Owner, its contractors, subcontractors, agents members or guests, except to the extent such Claims arise out of the negligence of willful misconduct of Lessee, its contractors, subcontractors, agents, members or guests. LESSEE will not knowingly do or permit to be done anything in or upon any portion of the Facility, or bring or keep anything therein or thereon, which will in any way conflict with the conditions of any insurance policies insuring the Facility or any part thereof against loss. The presence of policemen, firemen, inspectors or representative of the OWNER shall in no event diminish or affect the duties, obligations or responsibilities of the LESSEE hereunder.

Section 27. Liens. To secure the payment of all fees, costs, damages and taxes assessed in connection with the event, Lessee grants Owner first claim upon the ticket office receipts. If the fees, costs, damages and taxes are not paid when due, Owner may withhold such sums from the ticket office receipts.

Section 28. Event Cancellation. For reasons of public safety, OWNER has, at all times, final approval and control over any decision or decisions related to the cancellation of the Event. In the event of the cancellation of the Event, purchasers of tickets therefore shall have a period of time not to exceed sixty (60) days to apply to OWNER for a refund of the purchase price. Thereafter, all funds generated from ticket sales and not refunded shall remain the property of the OWNER.

Section 29. Copyright. (i) The LESSEE agrees to assume full responsibility for complying with the Federal Copyright Law of 1978 (17 U.S.C. 101 et seq.), and any regulations issued there under, including but not limited to the assumption of any and all responsibilities for paying royalties which may be due for the use of copyrighted work used in connection with the Event.

(ii) LESSEE further agrees to furnish to OWNER, upon demand, proof of authorization of use by copyright owners or their representatives.

(iii) Unless otherwise expressly provided herein, or otherwise agreed to by the parties, each party shall retain all right, title and interest, in and to all intellectual property held by the party, or Leased to the party, and the other party is granted no right, title, interest, or Lease in or to such other party's intellectual property rights. Notwithstanding the foregoing, LESSEE

grants to OWNER the right to use images and depictions of the Event or Event advertising as part of Lessor's marketing, promotion and advertising of its Facilities and/or the advertising opportunities available therein, subject to prior approval by Artist and Lessee.

Section 30. LESSEE's Assurance Lessee hereby certifies and guarantees that it has a valid and properly executed contract with the performer(s), exhibitor(s), or other person(s) whose services form the basis of the Event.

Section 31. Property Rights. Unless otherwise authorized by the OWNER, all plumbing, electrical or carpenter work required to be done to the Facility in connection with the Event (except as required for normal heating, air conditioning and lighting) shall be done or furnished by the OWNER, the costs of which LESSEE shall reimburse to the OWNER in addition to the Lease Fee and any others expenses, charges and fees required of the LESSEE. Any special facilities or extra services furnished or required by the LESSEE shall be agreed upon in advance by the parties hereto and payment for such items shall be agreed upon and shall not be a part of the Lease Fee.

Section 32. Assignment. The LESSEE shall not assign this Agreement or any rights hereunder, except to a parent or affiliate company under common control, and any attempt to sell or assign this Agreement or any rights hereunder shall thereby terminate this agreement. In such event any and all payments that shall have been received by the OWNER hereunder shall be deemed to be the property of OWNER and in addition thereto LESSEE shall be liable to the OWNER for any and all damages occasioned by the attempted assignment unless assignment is approved in writing and affixed to this Agreement.

Section 33. Charitable Collections. No collections, whether for charity or otherwise, shall be made, attempted or announced within the Facility without the prior written consent of the OWNER.

Section 34. Ingress/Egress. All articles, exhibits, fixtures, materials, displays, staging, lighting and sound equipment of the LESSEE shall be brought into or taken out of the building only at such entrances as may be designated by the OWNER.

Section 35. Parking. OWNER reserves the exclusive right to control parking for the Facilities, including the right to contract with third parties for parking services or management. Any revenues derived from parking at the Facility shall be retained solely by OWNER unless otherwise agreed.

Section 36. Refunds. Refunds of deposits shall be made if (1) the Lessee gives written notice of cancellation at least thirty (30) days prior to the commencement of the term of the Agreement; or (2) the Event is canceled by the Owner not due to Lessee's fault, with the express written consent of the Lessee.

Section 36. Interruptions. OWNER shall retain the right to cause the interruption of the Event in the interest of public safety, and to likewise cause the termination of the Event when, in the reasonable judgment of the OWNER and Lessee, such act is necessary in the interest of public safety. In such event, LESSEE waives any and all claims for damages or compensation from OWNER.

Section 37. Force Majeure. In the event the Facility, or any part thereof, shall be destroyed or damaged by fire or any other cause beyond the control of the parties, which shall render the fulfillment of this Agreement by the OWNER and Lessee impossible including, but without limitation thereto, defect, deficiency failure or impairment of the water supply system, drainage system, or electrical system flood, earthquake, acts of God, condemnation by any governmental

agency, or by reason of labor disputes between the OWNER and its employees, agents, contractors or subcontractors (“Force Majeure”), then this Agreement shall terminate and each party shall be responsible for their own expenses and costs incurred up to the date of such termination. LESSEE hereby waives any claims for damages or compensation, it may have against the OWNER should this Agreement be so terminated. Likewise, OWNER hereby waives any claims for damages or compensation it may have against the LESSEE should this Agreement be so terminated. Lessee’s obligations are subject to the Facility having full sellable capacity for the Event. If government restrictions or recommendations, including those related to the COVID-19 pandemic, reduce the sellable capacity of the Event and/or have a material adverse impact on admission procedures to the Facility, and/or adversely impact Event or Facility operations, then the parties shall meet and confer in good faith to discuss whether to proceed, reschedule, or cancel the Event. If the parties cannot mutually agree, then the government restrictions or recommendations shall constitute a Force Majeure and the Event shall be cancelled.

Section 39. COVID-19.

Notwithstanding implementation of any Health & Safety Protocols, the parties specifically acknowledge that an inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the CDC, senior citizens and those with underlying medical conditions are especially vulnerable. EACH PARTY ACKNOWLEDGES ON ITS BEHALF, AND ON BEHALF OF ITS PERSONNEL, THAT IT AND ITS RESPECTIVE PERSONNEL VOLUNTARILY ASSUME ANY AND ALL RISKS RELATED TO EXPOSURE TO COVID-19 FROM THE EVENT AND HEREBY RELEASE THE OTHER PARTY AND ITS PARENTS, PARTNERS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES FROM LIABILITY IN CONNECTION THEREWITH.

If the primary ticketing company for the Event is a company other than Ticketmaster or AXS, then the Owner shall cause the primary ticketing company to include customary waivers and releases, including for communicable diseases, as part of the ticket sales and transfer process. Regardless of any other language in this Agreement, neither Lessee nor Owner shall indemnify the other against any claims relating to transmission of communicable diseases.

Section 39. Rules and Regulations for Facility Use. OWNER shall retain at all times the right to control, operate and regulate the use of the Facility. OWNER may promulgate rules and regulations, from time to time, regarding the use, occupancy and operations of the Facility. LESSEE agrees to abide by all such rules and regulations established by OWNER. Except with respect to security directly engaged by LESSEE and/or the Artist, OWNER shall be responsible for preparing and implementing a security plan to protect all persons within the Venue and areas adjacent thereto (e.g., parking lots, plaza areas, etc.), and OWNER shall hire, direct, supervise and assume responsibility for all security personnel. OWNER agrees and acknowledges that at no time and under no circumstance shall LESSEE and/or the Artist be liable or responsible for the activities and/or actions of the parties providing such security services.

Section 40. Miscellaneous.

a. Situs. The situs of this Agreement is Southaven, Mississippi, and any action, claims, suits or disputes arising hereunder shall be governed by the law of the State of Mississippi.

b. Paragraph Headings. The paragraph titles herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

c. No Agency. Nothing herein shall be construed so as to make LESSEE the agent, employee or representative of

OWNER for any purpose.

d. Waivers and Modifications. No waiver of any provision hereof, shall be effective unless stated in writing and signed by the OWNER and LESSEE. No such waiver shall constitute a waiver of the same provision on a subsequent occasion nor of any other provision of this Agreement.

e. Entire Agreement. This Agreement, with items incorporated by reference, shall constitute the entire agreement between the parties, unless modified in writing and executed by OWNER and LESSEE.

f. Attorney Fees and Costs. In the event of default by either party of any terms of this Agreement, the party found to be responsible for the default shall be liable to the non-defaulting party for all reasonable attorney's fees, costs and other legal expenses incurred as a result therefrom.

g. Force and Effect. This Agreement shall have no force or effect unless fully executed and may be executed in counterparts. The original hereof shall be delivered to the Owner. This Lease may be executed in any number of counterparts, each which shall be deemed an original, and facsimile or PDF (or other similar electronic format) copies or photocopies of signatures shall be as valid as originals.

h. Severability. If any provision of this agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this agreement, or the application of the remainder of this agreement to persons or circumstances other than those to whom or to which it is held invalid, shall not be affected thereby.

i. Authority to Sign. The parties each represent that the person executing this document on behalf of such party has the power and authority to enter into this Agreement and such entity has the authority to consummate the transactions herein contemplated. The execution and delivery hereof and the performance by each party of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which it is a party or by which it is bound. All proceedings required to be taken by or on behalf of each party to authorize it to make, deliver and carry out the terms of this Agreement have been or will be duly and properly taken by each party and this Agreement is the legal, valid and binding obligation of the parties and is enforceable in accordance with its terms.

j. Owner Naming Rights. LESSEE acknowledges that OWNER is bound to the marketing and advertising restrictions and prohibitions set forth in the OWNER'S Agreement with BankPlus and LESSEE agrees that it shall not act in any way act to violate said agreement or cause OWNER to be in violation of said agreement. LESSEE shall not undertake the marketing and selling of any advertising which would be contradictory to or result in any breach of the BankPlus Agreement. Further, LESSEE shall not undertake the marketing and selling of any advertising which constitutes a naming rights agreement, or partial naming rights agreement, without the express written consent of Owner.

k. Impermissible Provisions Notice. The contracting parties are on notice that the OWNER is a body politic of the State of Mississippi and that Mississippi law states that it is the duty of those contracting with a Mississippi public entity to see to it that the provisions of the contract are legal and enforceable. A public entity cannot agree to binding arbitration, waiver of its right to a jury trial, holding another harmless, providing indemnification, limiting liability of third parties, waiving counterclaims, agreeing to application of foreign law in interpreting

contracts and agreeing to venue outside of Mississippi. Any party contracting with the OWNER is obligated to verify through independent legal counsel whether all provisions of this contract are enforceable as to said Bureau. Notice is given that the OWNER will not be bound to any provision of the contract which a Mississippi public entity cannot legally agree to or contract for. In executing the enclosed contract, Owner does not waive any rights it may have to object to, contest, or refuse to comply with any provision of the contract that is impermissible by operations of the laws of the State of Mississippi.

I. Gun and Weapon Notice. Firearms shall not be allowed within the facility.

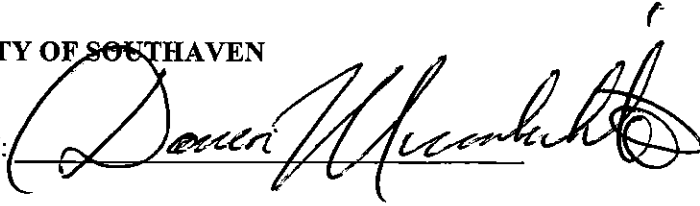
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SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed by LESSEE the ___ day of _____, 2023, and shall become effective and binding upon the parties upon the acceptance hereof by OWNER, as evidenced by the execution hereof by its duly authorized officer.

CITY OF SOUTHAVEN

BY:



TITLE: MAYOR

LESSEE: AEG PRESENTS PRODUCTIONS, LLC

BY:

DocuSigned by:
DAVID RAPPAPORT
2B6F383E484F44F..

TITLE: COO- Global Touring



The City of Southaven Docket Recap

AUGUST 15, 2023

General Fund		1,586,994.28
Balance Sheet	12,864.62	
Mayor Admin	-	
Board of Aldermen	-	
Arts And Cultural Affairs	3,294.54	
Court	290,697.22	
Finance & Administration	-	
Information Technology	9,609.10	
City Clerk	2,465.09	
Operations Department	2,047.01	
Planning & Engineering	21,362.22	
Emergency Services	438.98	
Police	203,395.59	
Fire	17,047.75	
Fire Prevention	53.52	
EMS	21,906.77	
Public Works	3,810.94	
Streets	7,480.88	
Parks	790,790.80	
Park Tournaments	22,497.27	
Code Enforcement	2,112.31	
City Fuel	-	
Expense Accounts	91,922.60	
Administrative Expenses	1,400.00	
Litigation	36,914.07	
Liability Insurance	44,883.00	
Professional Dues	-	
Bond Funded CAP Proj		701,297.12
Tourist & Convention		78,178.96
Debt Service		-
Utility Fund		187,388.17
Sanitation Fund		-
Payroll Fund		333,826.99
DOCKET TOTAL		2,887,685.52

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
0010				GENERAL FUND							
0010 420400				PERMITS-BUILDING							
038140 FAMILY LEISURE	7-28-23	0	2023 11	INV	A	125.00	C-081523	HOMEOWNER @5345 E P			
				ACCOUNT TOTAL		125.00					
0010 500700				RECREATIONAL FEES							
038147 THOMAS DEJA	7-14-23	0	2023 11	INV	A	65.00	C-081523	MOVED TO ANOTHER ST			
038148 BOSTICK NICOLE	8-4-23	0	2023 11	INV	A	65.00	C-081523	VOLLEYBALL REFUND-			
038151 SHAFIZAOEH CALLEA	8-2-23	0	2023 11	INV	A	55.00	C-081523	SOCCER REFUND-SCHED			
038152 CULBREATH NATALIE OR	7-31-23	0	2023 11	INV	A	165.00	C-081523	SOCCER REFUND-UNABL			
				ACCOUNT TOTAL		350.00					
				ORG 0010	TOTAL	475.00					
120				FOREVER YOUNG SENIOR SERVIES							
120 622100				PROFESSIONAL FEES							
004489 JOHNSON CINDY	258-23	0	2023 11	INV	A	720.00	C-081523	INSTR			
013370 CAIN, MARY	7-23	0	2023 11	INV	A	240.00	C-081523	LINE DANCE INST			
015915 WISEMAN CYNTHIA	82-23	0	2023 11	INV	A	270.00	C-081523	AEROBIC'S INST			
017272 PERKINS WENY	724-23	0	2023 11	INV	A	120.00	C-081523	AEROBICS CLASS			
017272 PERKINS WENDY	727-23	0	2023 11	INV	A	225.00	C-081523	AEROBICS CLASS			
						345.00					
021019 CAIN LINDA A	724-23	0	2023 11	INV	A	60.00	C-081523	LINE DANCE INST			
021019 CAIN LINDA A	731-23	0	2023 11	INV	A	60.00	C-081523	LINE DANCE INST			
						120.00					
028876 BURCH DEBORA	7-23	0	2023 11	INV	A	270.00	C-081523	YOGA			
029120 YOUNG LEASING CO	INV6445574	0	2023 11	INV	A	1,269.54	C-081523	COPY CONTRACT @ FOR			
				ACCOUNT TOTAL		3,234.54					
				ORG 120	TOTAL	3,234.54					
125				COURT DEPARTMENT							
125 621500				COURT BOND REFUND							
038128 ELLIS OANNY EARL JR	7-27-23	0	2023 10	INV	A	200.00	C-081523	CASH BOND REFUND			
038129 JOHNSON KAREN RENEE	7-27-23	0	2023 10	INV	A	250.00	C-081523	CASH BOND REFUND			
038130 COOPER KIRK ANTHONY	7-27-23	0	2023 10	INV	A	150.00	C-081523	CASH BOND REFUND			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
038131	TOLIVER MONIQUA NASH 7-26-23	0	2023 10	INV	A	150.00	C-081523	CASH BOND REFUND
038132	HOLLAND ANTHONY D 7-26-23	0	2023 10	INV	A	94.00	C-081523	CASH BOND REFUND
038133	HALL JENNIFER ANN 7-26-23	0	2023 10	INV	A	13.00	C-081523	CASH BOND REFUND
038143	TAYLOR PEYTON MICHEA 8-2-23	0	2023 11	INV	A	131.00	C-081523	CASH BOND REFUND
038144	HOBBS EPIPHANY GABRI 8-2-23	0	2023 11	INV	A	146.00	C-081523	CASH BOND REFUND
038145	SANFDRD ALIYAAH JAKA 8-2-23	0	2023 11	INV	A	125.00	C-081523	CASH BOND REFUND
038146	MORGAN KENYA MONIQUE 8-2-23	0	2023 11	INV	A	150.00	C-081523	CASH BOND REFUND
	ACCOUNT TOTAL					1,409.00		
125	621501							COURT FINES
000955	STATE TREASURER 8-1-23	0	2023 11	INV	A	264,285.70	C-081523	MONTHLY STATES ASSE
000962	CRIME STOPPERS 8-1-23	0	2023 11	INV	A	3,935.50	C-081523	MONTHLY CRIME STOPP
000963	DEPT OF PUBLIC SAFET 8-01-23	0	2023 11	INV	A	15,361.90	C-081523	MONTHLY I.W.R.C.P A
000963	DEPT OF PUBLIC SAFET 8-1-23	0	2023 11	INV	A	2,259.44	C-081523	MONTHLY IGNITION IN
						17,621.34		
029524	MISSISSIPPI FORENSIC 8-1-23	0	2023 11	INV	A	300.00	C-081523	MONTHLY CRIME LAB A
036201	ATTORNEY GENERAL'S 8-1-23	0	2023 11	INV	A	570.14	C-081523	MONTHLY HUMAN TRAFF
038139	ZHENG QUANPING 7-28-23	0	2023 10	INV	A	453.00	C-081523	TICKET WAS DISMISSE
038150	LINDSEY NAILS 1	0	2023 11	INV	A	125.00	C-081523	EXPRESS WITNESS
	ACCOUNT TOTAL					287,290.68		
125	621505							COURT SUPPLIES
007600	ODP BUSINESS 322500662001	0	2023 11	INV	A	19.99	C-081523	COURT STAMP
007600	ODP BUSINESS 322501390001	0	2023 11	INV	A	30.89	C-081523	HOLE PUNCH, PRONG F
						50.88		
014117	MADISON SIGNS LLC 16741	0	2023 11	INV	A	1,105.00	C-081523	COURT BUS CARDS CON
019545	TRANSUNION RISK & AL 64526202023071	0	2023 11	INV	A	175.00	C-081523	TLO SERV 070123-073
029120	YOUNG LEASING CO INV6446370	0	2023 11	INV	A	216.66	C-081523	COURT OFFICE COPIER
	ACCOUNT TOTAL					1,547.54		
125	622100							PROFESSIONAL SERVICES

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
022076 EMERSON ADAM	8-2-23	0	2023 11	INV	A	200.00	C-081523	SPECIAL JUDGE AUG 2
029556 PATEL HITEN H	7-28-23	0	2023 10	INV	A	200.00	C-081523	SPECIAL PROSECUTOR
032060 ROMAN RUTH	8-4-23	0	2023 11	INV	A	50.00	C-081523	TRANSLATION SERV- L
ACCOUNT TOTAL						450.00		
ORG 125 TOTAL						290,697.22		
150				INFORMATION	TECHNOLOGY			
150	610400			OFFICE SUPPLIES				
030629 AMAZON CAPITAL	1JXMTQD9641N	0	2023 11	INV	A	60.34	C-081523	OFFICE SUPPLIES
ACCOUNT TOTAL						60.34		
150	610500			COMPUTERS				
005044 LOWE'S HOME CENTERS,	81523	0	2023 11	INV	A	6.92	C-081523	LOWES CREDIT CARD 6
026785 BEST BUY	7220500	0	2023 11	INV	A	339.98	C-081523	MONITORS-HR JANICE
026785 BEST BUY	7220501	0	2023 11	INV	A	89.99	C-081523	KEYBOARD & MOUSE CO
						429.97		
030629 AMAZON CAPITAL	1HJHDHNDLM1Y	0	2023 11	INV	A	15.97	C-081523	USB CHARGER CABLES-
030629 AMAZON CAPITAL	1TW7T3C34M1D	0	2023 11	INV	A	12.42	C-081523	STICKY PUTTY-IT & P
						28.39		
035294 ZOH0 CORPORATION	2377368	0	2023 11	INV	A	3,761.00	C-081523	AD AUDIT PLUS RENEW
ACCOUNT TOTAL						4,226.28		
150	610550			NETWORK CONNECTIVITY				
007817 PROTECH SYSTEMS	SVC59078	0	2023 11	INV	A	2,257.00	C-081523	DISASTER RECOVERY B
ACCOUNT TOTAL						2,257.00		
150	611300			MOTOR VEH REPAIRS/MAINT				
024154 DISCOUNT TIRE	1370451	0	2023 11	INV	A	1,417.80	C-081523	TIRES F150 A CUMMIN
ACCOUNT TOTAL						1,417.80		
150	612500			UNIFORMS				
000424 A 2 Z ADVERTISING	66863	0	2023 11	INV	A	1,203.64	C-081523	IT UNIFORMS
ACCOUNT TOTAL						1,203.64		
ORG 150 TOTAL						9,165.06		

CITY OF SOUTHAVEN



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
155									CITY CLERK
155	610401								OFFICE SUPPLY-INVENTORY
007600	ODP BUSINESS	323063620001	0	2023 11	INV A	50.89	C-081523		INVENTORY
						ACCOUNT TOTAL		50.89	
155	622100								PROFESSIONAL SERVICES
029120	YOUNG LEASING CO	INV6446476	0	2023 11	INV A	564.08	C-081523		CITY CLERKS PRINTER
029120	YOUNG LEASING CO	INV6446477	0	2023 11	INV A	26.76	C-081523		BUSINESS LICENSE PR
029120	YOUNG LEASING CO	INV6462387	0	2023 11	INV A	323.36	C-081523		AAA43225-NICOLE'S P
						ACCOUNT TOTAL		914.20	
155	625700								TELEPHONE & POSTAGE
000971	PITNEY BOWES GLOBAL	8-2-23	0	2023 11	INV A	1,500.00	C-081523		POSTAGE-CLERK'S OFF
						ACCOUNT TOTAL		1,500.00	
						ORG 155 TOTAL		2,465.09	
160									FACILITIES
160	611000								MATERIALS
001102	SOUTHAVEN SUPPLY	193226	0	2023 11	INV A	740.36	C-081523		MATERIALS
005044	LOWE'S HOME CENTERS,	81523	0	2023 11	INV A	300.87	C-081523		LOWES CREDIT CARD 6
028212	UNITED REFRIGERATION	91372592	0	2023 10	INV A	57.42	C-081523		HVAC MATERIALS
028212	UNITED REFRIGERATION	91471757	0	2023 10	INV A	421.88	C-081523		HVAC MATERIALS
028212	UNITED REFRIGERATION	91502230	0	2023 10	INV A	73.08	C-081523		MATERIALS
						ACCOUNT TOTAL		552.38	
033593	CHEROKEE BUILDING MA	95021985	0	2023 11	INV A	274.46	C-081523		MATERIALS
033593	CHEROKEE BUILDING MA	95022007	0	2023 11	INV A	178.94	C-081523		MATERIALS
						ACCOUNT TOTAL		453.40	
						ORG 160 TOTAL		2,047.01	
180									PLANNING / ENGINEERING DEPT
180	610400								OFFICE SUPPLIES
006685	DEX IMAGING	AR9819699	0	2023 11	INV A	11.29	C-081523		MP6615
006685	DEX IMAGING	AR9819701	0	2023 11	INV A	67.64	C-081523		MP212272
						ACCOUNT TOTAL		78.93	

CITY OF SOUTHAVEN



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
180 611300								
015790 TRI STATE AUTO	8-1-2023	0	2023 11	INV	A	150.00	C-081523	GPS INSTALL-VIN NKE
015790 TRI STATE AUTO	8-1-23	0	2023 11	INV	A	150.00	C-081523	GPS INSTALL-VIN NKE
						300.00		
018472 M2MANAGEMENT SOLUTIO	168	0	2023 11	INV	A	131.70	C-081523	FLEET TRACKING SYST
						ACCOUNT TOTAL		431.70
180 622100								
000952 TYLER TECHNOLOGIES	45-432478	0	2023 11	INV	A	1,480.00	C-081523	REMOTE TRAINING
018221 CIVIL-LINK, LLC	80378	0	2023 11	INV	A	479.18	C-081523	PROFESSIONAL SERV
018221 CIVIL-LINK, LLC	80379	0	2023 11	INV	A	3,736.41	C-081523	TCHULAHOMA SITE DIS
018221 CIVIL-LINK, LLC	80388	0	2023 11	INV	A	15,000.00	C-081523	MUNICIPAL STAFFING
						19,215.59		
						ACCOUNT TOTAL		20,695.59
						ORG 180 TOTAL		21,206.22
211								
211 610100								
007823 AMERICAN PAPER & TWI	4695597	0	2023 11	INV	A	349.80	C-081523	PAPER TOWELS - PD
007823 AMERICAN PAPER & TWI	4704072	0	2023 11	INV	A	262.72	C-081523	TOILET & PAPER TOWE
						612.52		
						ACCOUNT TOTAL		612.52
211 610400								
030629 AMAZON CAPITAL	1DGXCHP9GKL7	0	2023 11	INV	A	78.20	C-081523	WIRELESS RECEIVER
						ACCOUNT TOTAL		78.20
211 611300								
000543 COMSERV SERVICES	732006040	0	2023 11	INV	A	488.00	C-081523	2 SPOTLIGHTS
000611 SIGNS & STUFF	104193	0	2023 11	INV	A	225.00	C-081523	SRO SEALS
000949 INTEGRATED COMMUNICA	31060	0	2023 11	INV	A	1,500.00	C-081523	10 BATTERIES
001102 SOUTHAVEN SUPPLY	192397	0	2023 11	INV	A	35.65	C-081523	SHOP PARTS
001114 UNION AUTO PARTS	2622517	0	2023 11	INV	A	58.50	C-081523	SHOP PARTS
001114 UNION AUTO PARTS	2630910	0	2023 11	INV	A	536.72	C-081523	3139 SENSOR
001114 UNION AUTO PARTS	2640342	0	2023 11	INV	A	12.41	C-081523	3113 PARTS
001114 UNION AUTO PARTS	2640667	0	2023 11	INV	A	214.54	C-081523	3113 FAN
001114 UNION AUTO PARTS	2640680	0	2023 11	INV	A	486.90	C-081523	TRAFFIC

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001114 UNION AUTO PARTS	2640931	0	2023 11	INV	A	6.75	C-081523	TRAFFIC	
001114 UNION AUTO PARTS	2641278	0	2023 11	INV	A	148.87	C-081523	3232 BATTERY	
001114 UNION AUTO PARTS	2644505	0	2023 11	INV	A	113.20	C-081523	3185 AXLE	
001114 UNION AUTO PARTS	2644824	0	2023 11	INV	A	8.84	C-081523	SHOP PARTS	
001114 UNION AUTO PARTS	2645882	0	2023 11	INV	A	2.35	C-081523	SHOP PARTS	
						1,589.08			
001150 NAPA GENUINE PARTS C	862213	0	2023 11	INV	A	86.63	C-081523	RANGE TRACTOR	
001962 IDEAL TIRE SALES	545185	0	2023 11	INV	A	160.00	C-081523	ALTIMA PARTS	
001962 IOEAL TIRE SALES	545427	0	2023 11	INV	A	115.00	C-081523	LOOSE TIRE	
						275.00			
002098 COLEMAN TAYLOR TRANS	9955	0	2023 11	INV	A	3,868.00	C-081523	3191 TRANSMISSION	
002098 COLEMAN TAYLOR TRANS	9983	0	2023 11	INV	A	3,800.00	C-081523	4191 TRANSMISSION	
						7,668.00			
007304 O'REILLYS AUTO PARTS	1257-245600	0	2023 11	INV	A	18.99	C-081523	3094 PARTS	
007304 O'REILLYS AUTO PARTS	6399-162431	0	2023 11	INV	A	59.98	C-081523	PARTS	
007304 O'REILLYS AUTO PARTS	6399-163098	0	2023 11	INV	A	106.29	C-081523	3146 SHAFT	
007304 O'REILLYS AUTO PARTS	6399-164220	0	2023 11	INV	A	349.99	C-081523	SHOP PARTS	
007304 O'REILLYS AUTO PARTS	6399-164221	0	2023 11	INV	A	43.96	C-081523	SHOP PARTS	
007304 O'REILLYS AUTO PARTS	6399-164287	0	2023 11	INV	A	316.74	C-081523	3113 FAN	
007304 O'REILLYS AUTO PARTS	6399-164361	0	2023 11	INV	A	137.52	C-081523	3094 SENSOR	
007304 O'REILLYS AUTO PARTS	6399-164393	0	2023 11	INV	A	70.66	C-081523	3089 PARTS	
007304 O'REILLYS AUTO PARTS	6399-164395	0	2023 11	INV	A	169.09	C-081523	3089 SHAFT	
007304 O'REILLYS AUTO PARTS	6399-164513	0	2023 11	INV	A	19.99	C-081523	3191 PULLER	
007304 O'REILLYS AUTO PARTS	6399-164514	0	2023 11	INV	A	19.99	C-081523	3191 PULLER	
007304 O'REILLYS AUTO PARTS	6399-164519	0	2023 11	INV	A	24.99	C-081523	SHOP PARTS	
007304 O'REILLYS AUTO PARTS	6399-164526	0	2023 11	INV	A	45.99	C-081523	SHOP PARTS	
007304 O'REILLYS AUTO PARTS	6399-165142	0	2023 11	INV	A	96.88	C-081523	3177 ROD	
007304 O'REILLYS AUTO PARTS	6399-165456	0	2023 11	INV	A	28.76	C-081523	SHOP PARTS	
007304 O'REILLYS AUTO PARTS	6399-165593	0	2023 11	INV	A	198.07	C-081523	NISSAN BATTERY	
007304 O'REILLYS AUTO PARTS	6399-165629	0	2023 11	INV	A	35.72	C-081523	DRAIN PLUG	
007304 O'REILLYS AUTO PARTS	6399-165630	0	2023 11	INV	A	22.50	C-081523	DRAIN PLUG	
007304 O'REILLYS AUTO PARTS	6399-165632	0	2023 11	CRM	A	-.80	C-081523	CREDIT	
007304 O'REILLYS AUTO PARTS	6399-165771	0	2023 11	INV	A	56.94	C-081523	3138 LUG NUTS	
007304 O'REILLYS AUTO PARTS	6399-166155	0	2023 11	INV	A	253.39	C-081523	3237 FAN	
007304 O'REILLYS AUTO PARTS	6399-166196	0	2023 11	INV	A	562.86	C-081523	3160 & 4193	
007304 O'REILLYS AUTO PARTS	6399-166213	0	2023 11	INV	A	59.03	C-081523	3160 PADS	
007304 O'REILLYS AUTO PARTS	6399-166336	0	2023 11	INV	A	49.99	C-081523	EQUIP ROOM	
						2,747.52			
015790 TRI STATE AUTO	7312023	0	2023 11	INV	A	190.00	C-081523	PROTECTIVE FILM	
015790 TRI STATE AUTO	882023	0	2023 11	INV	A	380.00	C-081523	2 TRUCKS FILM	
						570.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
019700 CHOICE TOWING	79219	0	2023 11	INV	A	50.00	C-081523	TAHOE TOW
019700 CHOICE TOWING	79346	0	2023 11	INV	A	50.00	C-081523	3137 TOW
019700 CHOICE TOWING	79383	0	2023 11	INV	A	50.00	C-081523	3191 TOW
019700 CHOICE TOWING	79389	0	2023 11	INV	A	85.00	C-081523	3191 TOW
019700 CHOICE TOWING	79438	0	2023 11	INV	A	50.00	C-081523	2019 CHALLENGER
019700 CHOICE TOWING	79439	0	2023 11	INV	A	50.00	C-081523	2011 MALIBU TO ISU
019700 CHOICE TOWING	79441	0	2023 11	INV	A	50.00	C-081523	CHEROKEE TOW
						385.00		
020832 EMERGENCY EQUIPMENT	485267	0	2023 11	INV	A	340.00	C-081523	PD DECALS
029563 LANDERS FORD SOUTH	233110	0	2023 11	INV	A	328.85	C-081523	SHOP PARTS
029563 LANDERS FORD SOUTH	233630	0	2023 11	INV	A	138.76	C-081523	2708 LATCH
						467.61		
030751 PATRIOT VEHICLE GRAP	4588	0	2023 11	INV	A	675.00	C-081523	3244 DECALS
030751 PATRIOT VEHICLE GRAP	4589	0	2023 11	INV	A	350.00	C-081523	3246 DECAL
030751 PATRIOT VEHICLE GRAP	4590	0	2023 11	INV	A	350.00	C-081523	3248 DECAL
030751 PATRIOT VEHICLE GRAP	4591	0	2023 11	INV	A	675.00	C-081523	3249 DECAL
030751 PATRIOT VEHICLE GRAP	4592	0	2023 11	INV	A	675.00	C-081523	3251 DECAL
030751 PATRIOT VEHICLE GRAP	4593	0	2023 11	INV	A	675.00	C-081523	3233 DECAL
030751 PATRIOT VEHICLE GRAP	4594	0	2023 11	INV	A	675.00	C-081523	3177 DECAL
030751 PATRIOT VEHICLE GRAP	4595	0	2023 11	INV	A	350.00	C-081523	3220 DECAL
						4,425.00		
030773 KARZON CAR CARE LLC	8394	0	2023 11	INV	A	643.02	C-081523	2268 FREON
030773 KARZON CAR CARE LLC	8411	0	2023 11	INV	A	643.50	C-081523	3139 AC
030773 KARZON CAR CARE LLC	8427	0	2023 11	INV	A	417.98	C-081523	3075 FUEL GAUGE
						1,704.50		
032616 TC AUTO SALES	72323	0	2023 11	INV	A	200.00	C-081523	3202 REPAIRS
032616 TC AUTO SALES	72723	0	2023 11	INV	A	375.00	C-081523	3095 LATCH
						575.00		
034982 ROSS MOTOR COMPANY I	108412	0	2023 11	INV	A	977.50	C-081523	3202 LAMP
ACCOUNT TOTAL						24,059.49		
211 612200								
000233 QUARLES FIRE PROTEC	2023-1933	0	2023 11	INV	A	150.00	C-081523	FIRE INSPECTION
000611 SIGNS & STUFF	104160	0	2023 11	INV	A	540.00	C-081523	SEAL TRAINING ROOM
001104 SHERWIN WILLIAMS SOU	8701-6	0	2023 11	INV	A	136.44	C-081523	K9 CEMETARY PAINT
ACCOUNT TOTAL						826.44		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
211	612500							UNIFORMS			
000424	A 2 Z ADVERTISING	66965	0	2023	11	INV	A	384.00	C-081523	K9 HATS	
000424	A 2 Z ADVERTISING	66967	0	2023	11	INV	A	935.00	C-081523	K9 SHIRTS	
000424	A 2 Z ADVERTISING	67103	0	2023	11	INV	A	140.00	C-081523	7 TRAINING SHIRTS	
								1,459.00			
020832	EMERGENCY EQUIPMENT	485096	0	2023	11	INV	A	1,273.00	C-081523	PITTS SAM NEW HIRE	
020832	EMERGENCY EQUIPMENT	485097	0	2023	11	INV	A	850.00	C-081523	FRANKLIN D NEW HIRE	
020832	EMERGENCY EQUIPMENT	485098	0	2023	11	INV	A	850.00	C-081523	ARCHIE, M NEW HIRE	
020832	EMERGENCY EQUIPMENT	485099	0	2023	11	INV	A	850.00	C-081523	DEVER, DYLAN NEW HI	
020832	EMERGENCY EQUIPMENT	485100	0	2023	11	INV	A	850.00	C-081523	BARBOUR, J NEW HIRE	
020832	EMERGENCY EQUIPMENT	485101	0	2023	11	INV	A	850.00	C-081523	WIGGINS, P NEW HIRE	
020832	EMERGENCY EQUIPMENT	485102	0	2023	11	INV	A	850.00	C-081523	MOORE Z NEW HIRE	
020832	EMERGENCY EQUIPMENT	485103	0	2023	11	INV	A	777.00	C-081523	MOORE Z NEW HIRE	
020832	EMERGENCY EQUIPMENT	485336	0	2023	11	INV	A	803.00	C-081523	GEESLIN EQUIP	
								7,953.00			
021916	MIDSOUTH SOLUTIONS	202738	23000111	2023	11	INV	A	600.00	C-081523	ROUNO, MICHAEL UNIF	
021916	MIDSOUTH SOLUTIONS	202945	23000061	2023	11	INV	A	599.94	C-081523	RUSSELL, JAMES UNIF	
021916	MIDSOUTH SOLUTIONS	204979	0	2023	11	INV	A	500.00	C-081523	SCALLORN J ALLOT 23	
021916	MIDSOUTH SOLUTIONS	205473	23000270	2023	11	INV	A	359.00	C-081523	JOINER, CHASE UNIFO	
021916	MIDSOUTH SOLUTIONS	205474	0	2023	11	INV	A	1,093.20	C-081523	SMITH JESSICA NEW H	
021916	MIDSOUTH SOLUTIONS	205475	0	2023	11	INV	A	1,101.70	C-081523	NASH D NEW HIRE	
021916	MIDSOUTH SOLUTIONS	205476	0	2023	11	INV	A	1,131.20	C-081523	MONTROYA J NEW HIRE	
021916	MIDSOUTH SOLUTIONS	205477	0	2023	11	INV	A	1,091.70	C-081523	WALKER C NEW HIRE	
								6,476.74			
ACCOUNT TOTAL								15,888.74			
211	622100							PROFESSIONAL SERVICES			
000021	A-1 FIRE PROTECTION	10000371	0	2023	11	INV	A	980.00	C-081523	10 FIRE EXTINGUIGHE	
000233	QUARLES FIRE PROTEC	2024-002	0	2023	11	INV	A	150.00	C-081523	FIRE INSPECTION	
000597	SIRCHIE ACQUISITION	602199-IN	0	2023	11	INV	A	117.40	C-081523	ISU KITS	
002653	MS ASSOCIATION OF CH	SA55151	0	2023	11	INV	A	1,796.00	C-081523	TESTS	
006685	DEX IMAGING	AR9841732	0	2023	11	INV	A	18.43	C-081523	SANDERS	
006685	DEX IMAGING	AR9841734	0	2023	11	INV	A	32.74	C-081523	LT HALL	
								51.17			
022516	PERSONNEL EVALUATION	48572	0	2023	11	INV	A	125.00	C-081523	5 EVALS	
029120	YOUNG LEASING CO	INV6435376	0	2023	11	INV	A	2,900.00	C-081523	WEST PRINTER	
029120	YOUNG LEASING CO	INV6458784	0	2023	11	INV	A	328.84	C-081523	WEST	
029120	YOUNG LEASING CO	INV6458785	0	2023	11	INV	A	306.04	C-081523	ADMIN HALL	
029120	YOUNG LEASING CO	INV6458786	0	2023	11	INV	A	173.16	C-081523	EVID HALL	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									3,708.04
	031064	INDUSTRIAL/ORGANIZAT C57412A	0	2023	11	INV A	808.00	C-081523	SUPERVISOR TESTS
	034860	FORENSIC POLYGRAPH S 161	0	2023	11	INV A	200.00	C-081523	1 POLY
	034860	FORENSIC POLYGRAPH S 162	0	2023	11	INV A	200.00	C-081523	1 POLY
									400.00
	038149	EMERGENT DEVICES INC 83027	0	2023	11	INV A	2,850.00	C-081523	NARCAN
		ACCOUNT TOTAL					10,985.61		
211	625700					TELEPHONE & POSTAGE			
	030629	AMAZON CAPITAL 11YJ791N6LW	0	2023	11	INV A	26.95	C-081523	PHONE CASE SRO DICK
	030629	AMAZON CAPITAL 14F4M46RFJWY	0	2023	11	INV A	117.48	C-081523	IPAD CASES FOR SRO
	030629	AMAZON CAPITAL 1DX3TPJKLXLX	0	2023	11	INV A	24.69	C-081523	PHONE CASE PD CRUM
	030629	AMAZON CAPITAL 1G4RDR677MGD	0	2023	11	INV A	15.98	C-081523	SCREEN PROTECTOR PD
	030629	AMAZON CAPITAL 1TW7T3C34M1D	0	2023	11	INV A	53.90	C-081523	STICKY PUTTY-IT & P
	030629	AMAZON CAPITAL 1WNL7XK1LJYJ	0	2023	11	INV A	32.55	C-081523	PHONE CASE & PROTEC
									271.55
		ACCOUNT TOTAL					271.55		
211	626102					PUBLIC RELATIONS			
	000424	A 2 Z ADVERTISING 66829	0	2023	11	INV A	3,766.49	C-081523	PR PRODUCTS
		ACCOUNT TOTAL					3,766.49		
211	626900					TRAVEL & TRAINING			
	010163	MS LAW ENFORCEMENT 52223	0	2023	11	INV A	1,000.00	C-081523	ACCIDENT RECONST LE
		ACCOUNT TOTAL					1,000.00		
211	630400					MACHINERY & EQUIPMENT			
	000949	INTEGRATED COMMUNICA 31001	0	2023	11	INV A	1,280.00	C-081523	10 JACKS
	001102	SOUTHAVEN SUPPLY 192796	0	2023	11	INV A	21.86	C-081523	KEYS AMP
	005044	LOWE'S HOME CENTERS, 81523	0	2023	11	INV A	683.88	C-081523	LOWES CREDIT CARD 6
	018285	APPLIED CONCEPTS, IN 423230	23000335	2023	11	INV A	438.75	C-081523	LIDAR RADAR REPAIR
	023353	SOUTHERN CONNECTION 26795	23000290	2023	11	INV A	2,970.00	C-081523	30 GLOCK PERFORMANC
	031327	HOUSTON K9 ACADEMY 5930	23000313	2023	11	INV A	13,500.00	C-081523	ONE DUAL PURPOSE K9
		ACCOUNT TOTAL					18,894.49		
211	630600					VEHICLES			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
006706 LANDERS DODGE	LD188530	23000110	2023 11	INV	A	37,719.00	C-081523	4 DODGE DURANGO'S F
ACCOUNT TOTAL						37,719.00		
211 661800			CONFISCATED FUNDS-LOCAL					
005407 NORTH MS. TWO-WAY CO	49223	23000168	2023 11	INV	A	3,122.00	C-081523	DURANGO #3 EQUIPMEN
025553 AXON ENTERPRISE INC	INUS173910	23000316	2023 11	INV	A	6,975.00	C-081523	25 AXON SIGNAL DEVI
030629 AMAZON CAPITAL	1DJ7CNMCQXPD	0	2023 11	INV	A	2,396.91	C-081523	5 HARD DRIVES
036205 PROLOGIC ITS, LLC	INV08336	23000309	2023 11	INV	A	39,350.00	C-081523	BRIEFCAM VIDEO INVE
ACCOUNT TOTAL						51,843.91		
ORG 211 TOTAL						165,946.44		
215			EMERGENCY SERVICES					
215 610400			OFFICE SUPPLIES					
030629 AMAZON CAPITAL	1JJN3K7KCC	0	2023 11	INV	A	107.98	C-081523	OFFICE SUPPLIES
ACCOUNT TOTAL						107.98		
215 612500			UNIFORMS					
000424 A 2 Z ADVERTISING	66887	0	2023 11	INV	A	45.00	C-081523	UNIFORM EMBROIDERY
000424 A 2 Z ADVERTISING	66889	0	2023 11	INV	A	10.00	C-081523	UNIFORM EMBROIDERY
ACCOUNT TOTAL						55.00		
215 626900			TRAVEL & TRAINING					
019099 POOLE JOYCE	6-19-23	0	2023 11	INV	A	138.00	C-081523	PER DIEM EMG SERV A
036942 CANADY TERRY L.	6-19-23	0	2023 11	INV	A	138.00	C-081523	PER DIEM-EMG SERV A
ACCOUNT TOTAL						276.00		
ORG 215 TOTAL						438.98		
290			FIRE DEPARTMENT					
290 610100			CLEANING SUPPLIES					
007823 AMERICAN PAPER & TWI	4699959	0	2023 11	INV	A	945.67	C-081523	JANITORIAL SUPPLIES
ACCOUNT TOTAL						945.67		
290 611000			MATERIALS					
005044 LOWE'S HOME CENTERS,	81523	0	2023 11	INV	A	2.55	C-081523	LOWES CREDIT CARD 6
015230 MY-LOR. INC.	5622	0	2023 11	INV	A	25.30	C-081523	2) ID TAGS
037076 ADVANCED GLASS TINTI	7292023	0	2023 11	INV	A	180.00	C-081523	WINDOW TINT FOR T O

CITY OF SOUTHAVEN



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11							
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION	
			ACCOUNT TOTAL				207.85
290 611300			MAINTENANCE VEHICLES				
000883 AMERICAN TIRE REPAIR 165975		0	2023 11 INV A	2,701.00	C-081523	4)NEW TIRES MOUNTS/	
000883 AMERICAN TIRE REPAIR 166096		0	2023 11 INV A	30.00	C-081523	FLAT REPAIR BATTALI	
				2,731.00			
007304 O'REILLYS AUTO PARTS 1791-226504		0	2023 11 INV A	25.98	C-081523	2) 2.5 GAL DEF	
			ACCOUNT TOTAL				2,756.98
290 612200			MAINTENANCE EQUIPMENT & BUILD				
005044 LOWE'S HOME CENTERS, 81523		0	2023 11 INV A	354.14	C-081523	LOWES CREDIT CARD 6	
			ACCOUNT TOTAL				354.14
290 622100			PROFESSIONAL SERVICES				
018472 M2MANAGEMENT SOLUTIO 168		0	2023 11 INV A	724.35	C-081523	FLEET TRACKING SYST	
			ACCOUNT TOTAL				724.35
290 626900			TRAVEL & TRAINING				
000958 MS STATE FIRE ACADEM 30925		0	2023 11 INV A	40.00	C-081523	MSTAT BECERRA/HERRM	
000958 MS STATE FIRE ACADEM 30960		0	2023 11 INV A	1,230.00	C-081523	FIRE OFFICER KING/T	
				1,270.00			
013368 CPAT DISTRIBUTIO 4213		0	2023 11 INV A	236.96	C-081523	SHOULDER WEIGHTS	
030976 BATESVILLE FIRE DEPA 7-27-23		0	2023 10 INV A	7,453.20	C-081523	REIMBURSEMENT OF TR	
			ACCOUNT TOTAL				8,960.16
290 630400			MACHINERY & EQUIPMENT				
000650 G & W DIESEL SERVICE 162410		0	2023 11 INV A	569.96	C-081523	2) SCOTT REGULATOR	
006969 MOTOROLA 8230418932		0	2023 11 INV A	25.00	C-081523	DEVICES PROGRAMMING	
006969 MOTOROLA 8281676323		0	2023 11 INV A	144.13	C-081523	H91TGD9PW6AN APX 8	
				169.13			
020832 EMERGENCY EQUIPMENT 484816		0	2023 11 INV A	350.00	C-081523	AV3HT W/4PT SM FACE	
020832 EMERGENCY EQUIPMENT 484856		0	2023 11 INV A	119.00	C-081523	FIREDEX PRO-GLOVE N	
				469.00			
030629 AMAZON CAPITAL 1GXF7HKXLWD6		0	2023 11 INV A	940.82	C-081523	DEWALT SAW KIT & CU	
			ACCOUNT TOTAL				2,148.91

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11												
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION				
		ORG 290	TOTAL									16,098.06
295	FIRE PREVENTION											
295	611000	MATERIALS										
030629	AMAZON CAPITAL	141QDXH7P3HJ	0	2023	11	INV	A	21.99	C-081523	IPHONE CASE FOR M J		
								ACCOUNT TOTAL	21.99			
295	630400	MACHINERY AND EQUIPMENT										
000739	CDW LLC	KZ54271	0	2023	11	INV	A	31.53	C-081523	TARGUS 11.6 WIDE NB		
								ACCOUNT TOTAL	31.53			
		ORG 295	TOTAL									53.52
297	EMS											
297	610701	MEDICAL SUPPLIES										
000567	DESOTO COUNTY BOARD	882023	0	2023	11	INV	A	1,108.83	C-081523	MEDICAL SUPPLIES		
000582	BOUND TREE MEDICAL	85040999	0	2023	11	INV	A	451.60	C-081523	MEDICAL SUPPLIES		
000582	BOUND TREE MEDICAL	85050148	0	2023	11	INV	A	1,106.58	C-081523	MEDICAL SUPPLIES		
								1,558.18				
001147	NEXAIR LLC	11189150	0	2023	11	INV	A	395.96	C-081523	JULY RENTAL FEES		
001147	NEXAIR LLC	11209530	0	2023	11	INV	A	107.74	C-081523	MEDICAL SUPPLIES OX		
001147	NEXAIR LLC	11219628	0	2023	11	INV	A	122.01	C-081523	MEDICAL SUPPLIES OX		
								625.71				
016050	HENRY SCHEIN INC	48117941	0	2023	11	INV	A	96.19	C-081523	MEDICAL SUPPLIES		
016050	HENRY SCHEIN INC	48802221	0	2023	11	INV	A	2,238.56	C-081523	MEDICAL SUPPLIES		
016050	HENRY SCHEIN INC	49603293	0	2023	11	INV	A	46.90	C-081523	MEDICAL SUPPLIES		
								2,381.65				
021392	MERCURY MEDICAL	INV185967	0	2023	11	INV	A	326.97	C-081523	MEDICAL SUPPLIES		
027573	TELEFLEX MEDICAL INC	9507261071	0	2023	11	INV	A	662.50	C-081523	MEDICAL SUPPLIES		
								ACCOUNT TOTAL	6,663.84			
297	611300	MOTOR VEH REPAIRS/MAINT										
000189	HOMER SKELTON FORD	6165991	0	2023	11	INV	A	2,637.37	C-081523	REPAIRS TO UNIT 7 F		
000650	G & W DIESEL SERVICE	391891	0	2023	11	INV	A	982.96	C-081523	REPAIRS TO UNIT 3 F		
000883	AMERICAN TIRE REPAIR	166090	0	2023	11	INV	A	740.20	C-081523	2) NEW TIRES MOUNT/		
005044	LOWE'S HOME CENTERS,	81523	0	2023	11	INV	A	45.34	C-081523	LOWES CREDIT CARD 6		
007304	O'REILLYS AUTO PARTS	1791-226067	0	2023	11	INV	A	32.06	C-081523	2) 2.5 GAL DEF UNIT		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11							
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION	
			ACCOUNT TOTAL				4,437.93
297	622100		PROFESSIONAL FEES				
012561	EMERGENCY MEDICAL RE 1015	0	2023 11 INV A	4,500.00	C-081523	1ST QUARTER MEDICAL	
012561	EMERGENCY MEDICAL RE 1031	0	2023 11 INV A	4,500.00	C-081523	2ND QUARTER MEDICAL	
				9,000.00			
			ACCOUNT TOTAL				9,000.00
297	626900		TRAVEL & TRAINING				
001153	NORTHWEST MS COMMUNI 284265	0	2023 11 INV A	1,710.00	C-081523	EMT TUITION FOR JUS	
022907	COTTEN JESSIE 7312023	0	2023 11 INV A	95.00	C-081523	8YR EMS DL J COTTEN	
			ACCOUNT TOTAL				1,805.00
			ORG 297 TOTAL				21,906.77
311			PUBLIC WORKS DEPARTMENT				
311	611000		MATERIALS				
000541	TRI COUNTY FARM SERV 1-904186	0	2023 10 INV A	2,100.00	C-081523	MAT	
005044	LOWE'S HOME CENTERS, 81523	0	2023 11 INV A	120.45	C-081523	LOWES CREDIT CARD 6	
			ACCOUNT TOTAL				2,220.45
311	611300		MAINTENANCE VEHICLES				
008561	S & H SMALL ENGINES 82578	0	2023 10 INV A	179.95	C-081523	MAT FOR SHOP	
010865	RELIABLE EQUIPMENT CT118832	0	2023 10 INV A	327.65	C-081523	MAT FOR SHOP	
			ACCOUNT TOTAL				507.60
311	612200		MAINTENANCE EQUIPMENT & BUILD				
018472	M2MANAGEMENT SOLUTIO 168	0	2023 11 INV A	87.80	C-081523	FLEET TRACKING SYST	
			ACCOUNT TOTAL				87.80
311	612500		UNIFORMS				
013377	CINTAS 4162711971	0	2023 10 INV A	860.59	C-081523	UNIFORMS	
			ACCOUNT TOTAL				860.59
			ORG 311 TOTAL				3,676.44
411			PARKS DEPARTMENT				
411	610400		OFFICE SUPPLIES				
007600	ODP BUSINESS 319345953001	0	2023 11 INV A	92.99	C-081523	SHREDDER OIL	
007600	ODP BUSINESS 31935939001	0	2023 11 INV A	75.98	C-081523	TEE BAGS	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
								168.97			
029120	YOUNG LEASING CO	INV6445573	0	2023 11	INV A	52.81	C-081523	COPY CONTRACT @ PAR			
						ACCOUNT TOTAL		221.78			
411	611300					MAINTENANCE VEHICLES					
009578	GATEWAY TIRE & SERVI	1022-161054	0	2023 11	INV A	33.00	C-081523	MAINTANCE			
						ACCOUNT TOTAL		33.00			
411	612200					MAINTENANCE EQUIPMENT & BUILD					
000233	QUARLES FIRE PROTEC	2023-1930	0	2023 11	INV A	150.00	C-081523	INSP OF FIRE PROT @			
000233	QUARLES FIRE PROTEC	2023-1931	0	2023 11	INV A	200.00	C-081523	INSPECTION OF FIRE			
						350.00					
000308	MAINTENANCE SUPPLY	240089	0	2023 11	INV A	23.16	C-081523	EYE BOLTS			
000308	MAINTENANCE SUPPLY	240134	0	2023 11	INV A	200.18	C-081523	CHAIN, JOINING ATTA			
						223.34					
000312	BOB LADD & ASSOCIATE	1-314760	0	2023 11	INV A	416.61	C-081523	FLOW CONTROL VALVES			
000826	JERRY PATE TURF & IR	455198	0	2023 11	INV A	1,610.00	C-081523	FAN & CANOPY			
001099	NORTH MS PEST CONTRO	132-01247755	0	2023 11	INV A	489.00	C-081523	PEST CONTROL			
001150	NAPA GENUINE PARTS C	411768	0	2023 10	INV A	11.36	C-081523	HOSE			
001150	NAPA GENUINE PARTS C	411998	0	2023 11	INV A	5.85	C-081523	TIRE REPAIR KIT			
001150	NAPA GENUINE PARTS C	412064	0	2023 11	INV A	97.08	C-081523	VACUUM PUMP			
001150	NAPA GENUINE PARTS C	412585	0	2023 11	INV A	31.13	C-081523	SOLENOID			
001150	NAPA GENUINE PARTS C	695-412405	0	2023 11	INV A	29.48	C-081523	BATTERY			
001150	NAPA GENUINE PARTS C	695-412770	0	2023 11	INV A	49.05	C-081523	OIL FILTERS			
						223.95					
002768	KEELING IRRIGATION	S4365622001	0	2023 11	INV A	317.47	C-081523	PVC PIPE			
002768	KEELING IRRIGATION	S4366235001	0	2023 11	INV A	38.91	C-081523	SYRINGE HAND PUMP			
002768	KEELING IRRIGATION	S4376422	0	2023 11	INV A	37.72	C-081523	PVC PIPE			
						394.10					
005044	LOWE'S HOME CENTERS,	81523	0	2023 11	INV A	1,368.73	C-081523	LOWES CREDIT CARD 6			
010865	RELIABLE EQUIPMENT	CT119035	0	2023 11	INV A	783.92	C-081523	BLADES			
011134	WHITFIELD	87781	0	2023 11	INV A	312.50	C-081523	REPAIR AMP SIGN & P			
013377	CINTAS	4162710996	0	2023 11	INV A	70.45	C-081523	MATS			
013377	CINTAS	4163270456	0	2023 11	INV A	140.70	C-081523	TOWEL & MAT			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
013377 CINTAS	4163271107	0	2023 11	INV	A	85.19	C-081523	TOWEL, MATS, AIR FR
013377 CINTAS	4163432088	0	2023 11	INV	A	70.45	C-081523	MATS
						366.79		
020490 INTERSTATE BATTERY S	500064479	0	2023 11	INV	A	612.60	C-081523	BATTERY
028588 DANIEL MCDOWELL PLUM	8423	0	2023 11	INV	A	228.00	C-081523	REBUILT HANDICAP VA
						ACCOUNT TOTAL		7,379.54
411 612201								PARK MAINTENANCE
001056 BWI MEMPHIS	17780074-S	0	2023 11	INV	A	49.39	C-081523	SHORT PAY TAXES
001056 BWI MEMPHIS	17783928-S	0	2023 11	INV	A	48.80	C-081523	SHORT PAY
001056 BWI MEMPHIS	17854311-S	0	2023 11	INV	A	11.69	C-081523	SHORT PAY
001056 BWI MEMPHIS	17884129-S	0	2023 11	INV	A	10.17	C-081523	SHORT PAY
001056 BWI MEMPHIS	17951154	0	2023 11	INV	A	663.00	C-081523	FERTILIZER
001056 BWI MEMPHIS	17951697	0	2023 11	INV	A	490.90	C-081523	HERBICIDE
001056 BWI MEMPHIS	17957367	0	2023 11	INV	A	1,084.21	C-081523	HERBICIDE & SURFACT
001056 BWI MEMPHIS	17961938	0	2023 11	INV	A	715.76	C-081523	HERBICIDE
						3,073.92		
005044 LOWE'S HOME CENTERS,	81523	0	2023 11	INV	A	407.71	C-081523	LOWES CREDIT CARD 6
007823 AMERICAN PAPER & TWI	4696723	0	2023 11	INV	A	266.36	C-081523	JANITORIAL
007823 AMERICAN PAPER & TWI	4701393	0	2023 11	INV	A	458.22	C-081523	SUPPLIES
007823 AMERICAN PAPER & TWI	4703993	0	2023 11	INV	A	101.22	C-081523	JANITORAL
						825.80		
019230 WASTE PRO-MEMPHIS	1049812	0	2023 11	INV	A	853.00	C-081523	TRASH @ AMP
019230 WASTE PRO-MEMPHIS	1049867	0	2023 11	INV	A	6,420.30	C-081523	TRASH @ SUNSET LOOP
						7,273.30		
						ACCOUNT TOTAL		11,580.73
411 612300								MUNICIPAL GOLF COURSE EXPENSE
006738 CALLAWAY GOLF	936855240	0	2023 11	INV	A	650.70	C-081523	TOWEL, BUCKET, VISO
006738 CALLAWAY GOLF	936855241	0	2023 11	INV	A	68.52	C-081523	COOLER
006738 CALLAWAY GOLF	936861488	0	2023 11	INV	A	281.20	C-081523	GOLF BALLS
006738 CALLAWAY GOLF	936871277	0	2023 11	INV	A	300.96	C-081523	WEATHER SPANN
						1,301.38		
						ACCOUNT TOTAL		1,301.38
411 613100								BALL EQUIPMENT
018539 COACH DECK	2395	0	2023 11	INV	A	468.50	C-081523	COACH DECK
033222 THE SOCCER CORNER	80059	0	2023 11	INV	A	485.00	C-081523	SOCCER BALLS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
035090 DUNLOP SPORTS GROUP	7586152	0	2023 11	INV	A	1,656.00	C-081523	TENNIS BALLS	
037207 SPORTS SPECIALTY INC	54362	0	2023 11	INV	A	458.00	C-081523	PEE WEE FOOTBALLS	
ACCOUNT TOTAL						3,067.50			
411 613400			COMMUNITY EVENTS						
000611 SIGNS & STUFF	104184	0	2023 11	INV	A	45.00	C-081523	COMPOSITE SIGN	
ACCOUNT TOTAL						45.00			
411 622100			PROFESSIONAL SERVICES						
000642 HOTEL & RESTAURANT	3191045	0	2023 11	INV	A	652,178.00	C-081523	COMM EQUIP BOA APPR	
035651 SUDDEN SERVICE INC	3052230	0	2023 11	INV	A	2,752.00	C-081523	CONCERT TOWER LIGHT	
036950 LOVELACE STUDIOS	300032	0	2023 11	INV	A	535.03	C-081523	PHOTOGRAPHY SNOWDEN	
ACCOUNT TOTAL						655,465.03			
411 627901			UMPIRES						
015545 KLINCK ZACHARY A	7-27-23	0	2023 11	INV	A	130.00	C-081523	SOCCER UMPIRES 7/27	
018253 CHAN DAVID	7-27-23	0	2023 11	INV	A	70.00	C-081523	SOCCER UMPIRES 7/27	
018255 PHILLIPS ERIC	7-27-23	0	2023 11	INV	A	70.00	C-081523	SOCCER UMPIRES 7/27	
028218 COX III DAVID ROYAL	7-27-23	0	2023 11	INV	A	140.00	C-081523	SOCCER UMPIRES 7/27	
031322 VASQUEZ GEORGE	7-27-23	0	2023 11	INV	A	70.00	C-081523	SOCCER UMPIRES 7/27	
ACCOUNT TOTAL						480.00			
ORG 411 TOTAL						679,573.96			
412			PARK TOURNAMENTS						
412 612400			RESELL / CONCESSION		EXPENSE				
003011 M & M PROMOTIONS	100399	0	2023 11	INV	A	4,164.75	C-081523	TSHIRT RESALE	
003011 M & M PROMOTIONS	100439	0	2023 11	INV	A	542.50	C-081523	SHIRT RESALE	
						4,707.25			
003538 SYSCO CORPORATION	414189848	0	2023 11	INV	A	572.92	C-081523	CONCESSION	
003538 SYSCO CORPORATION	414192269	0	2023 11	INV	A	4,009.36	C-081523	CONCESSION	
						4,582.28			
022105 NCR CORPORATION	6503603222	0	2023 11	INV	A	778.49	C-081523	ALOHA SUPPORT	
022806 PEPSI BEVERAGES COMP	6049157	0	2023 11	INV	A	5,251.50	C-081523	PEPSI RESALE	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
033037 HOSPITALITY CONTROL	52170	0	2023 11	INV	A	596.00	C-081523	ALOHA SUPPORT
037324 DIADEM SPORTS	INV37362	0	2023 11	INV	A	2,298.55	C-081523	PICKELBALL PADDLES-
ACCOUNT TOTAL						18,214.07		
412 626102								PROMOTIONS
031719 GOTO COMMUNICATIONS	IN7102187527	0	2023 11	INV	A	28.20	C-081523	GREENBROOK PHONES
ACCOUNT TOTAL						28.20		
ORG 412 TOTAL						18,242.27		
511								MUNICIPAL CODE ENFORCEMENT
511 610100								CLEANING SUPPLIES
030798 STATE CHEMICAL SUPPL	902988308	0	2023 11	INV	A	238.70	C-081523	CLEANING SUPPLIES
ACCOUNT TOTAL						238.70		
511 611000								MATERIALS
005044 LOWE'S HOME CENTERS, 81523		0	2023 11	INV	A	26.39	C-081523	LOWES CREDIT CARD 6
010919 TRACTOR SUPPLY CREDI	2095827078	0	2023 10	INV	A	96.24	C-081523	MATERIALS
010919 TRACTOR SUPPLY CREDI	2096112543	0	2023 11	INV	A	70.56	C-081523	MATERIALS
						166.80		
ACCOUNT TOTAL						193.19		
511 612200								MAINTENANCE EQUIPMENT & BUILD
005044 LOWE'S HOME CENTERS, 81523		0	2023 11	INV	A	394.37	C-081523	LOWES CREDIT CARD 6
ACCOUNT TOTAL						394.37		
511 612500								UNIFORMS
003011 M & M PROMOTIONS	100377	0	2023 11	INV	A	252.00	C-081523	UNIFORMS
003011 M & M PROMOTIONS	100405	0	2023 11	INV	A	252.00	C-081523	UNIFORMS
						504.00		
ACCOUNT TOTAL						504.00		
511 614900								FEED FOR ANIMALS
012713 HILL'S PET NUTRITION	246143009	0	2023 11	INV	A	173.10	C-081523	FEED ANIMALS
012713 HILL'S PET NUTRITION	246206064	0	2023 11	INV	A	157.95	C-081523	FEED ANIMALS
						331.05		
ACCOUNT TOTAL						331.05		
511 622100								PROFESSIONAL SERVICES
028872 PRECIOUS PAWS ANIMAL	12984	0	2023 11	INV	A	263.50	C-081523	PROF SERV

CITY OF SOUTHAVEN



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
							ACCOUNT TOTAL			263.50	
							ORG 511	TOTAL			1,924.81
902	620750	GENERAL EXPENSES									
902	620750	LANDSCAPE GROUNDS MANICURE ROW									
028454	CHANDLERS LAWN SER	44835	0	2023	11	INV	A	2,233.00	C-081523	LAWN MAINT	
028454	CHANDLERS LAWN SER	45792	0	2023	11	INV	A	28,500.00	C-081523	LAWN MAINT	
028454	CHANDLERS LAWN SER	46016	0	2023	11	INV	A	645.00	C-081523	LAWN MAINT	
028454	CHANDLERS LAWN SER	46431	0	2023	11	INV	A	135.00	C-081523	LAWN MAINT	
								31,513.00			
							ACCOUNT TOTAL			31,513.00	
902	620902	FACILITIES MANAGEMENT									
000232	MATHESON & ASSOC LLC	23277	0	2023	11	INV	A	245.00	C-081523	SERV CALL IT DEPT	
000233	QUARLES FIRE PROTEC	2023-1932	0	2023	10	INV	A	150.00	C-081523	QUARTERLY FIRE PROT	
000233	QUARLES FIRE PROTEC	2024-001	0	2023	11	INV	A	150.00	C-081523	COURT-FIRE PROTECTI	
000233	QUARLES FIRE PROTEC	2024-003	0	2023	11	INV	A	150.00	C-081523	LIBRARY FIRE PROTEC	
000233	QUARLES FIRE PROTEC	2024-004	0	2023	11	INV	A	150.00	C-081523	CITY HALL FIRE PROT	
								600.00			
006685	DEX IMAGING	AR9819700	0	2023	11	INV	A	242.45	C-081523	MP8510-4TH FLOOR	
012714	IRON MOUNTAIN	HSLD019	0	2023	11	INV	A	4,806.76	C-081523	STORAGE & SHRED SER	
018538	SIEMENS INDUSTRY	2600075230	0	2023	11	INV	A	7,470.65	C-081523	TERM OF PERFORMANCE	
019694	MID-SOUTH TELECOM	77699	0	2023	10	INV	A	459.00	C-081523	SPD-CARD READER	
032120	FACILITIES PREFORMAN	FPG-0723	0	2023	11	INV	A	7,547.55	C-081523	FPG-SOUTHAVEN-0723	
035717	NICHOLS FIRE	83225	0	2023	10	INV	A	330.00	C-081523	PEDESTRIAN BRDIGE C	
035717	NICHOLS FIRE	83256	0	2023	10	INV	A	575.00	C-081523	QUARTERLY MAIN CODE	
								905.00			
							ACCOUNT TOTAL			22,276.41	
902	622100	PROFESSIONAL SERVICES									
037740	CARROLL WARREN & PAR	23216	0	2023	11	INV	A	5,075.00	C-081523	FILE NO 629-01479M	
							ACCOUNT TOTAL			5,075.00	
902	625100	STREET RESURFACING									
018221	CIVIL-LINK, LLC	80383	0	2023	11	INV	A	18,944.07	C-081523	CITY PAVEMENT PRES	
							ACCOUNT TOTAL			18,944.07	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
902	625150							
018221 CIVIL-LINK, LLC	80380	0	2023 11	INV	A	5,906.01	C-081523	LCNOI EROSION CONTR
018221 CIVIL-LINK, LLC	80384	0	2023 11	INV	A	2,326.05	C-081523	DRAINAGE IMPROVEMEN
018221 CIVIL-LINK, LLC	80387	0	2023 11	INV	A	699.98	C-081523	AUTUMN WOODS DRAINA
						8,932.04		
						ACCOUNT TOTAL		8,932.04
902	625520							
018221 CIVIL-LINK, LLC	80381	0	2023 11	INV	A	2,383.40	C-081523	RASCO & GREENBROOK
018221 CIVIL-LINK, LLC	80385	0	2023 11	INV	A	1,335.35	C-081523	STATELINE & SWINNEA
018221 CIVIL-LINK, LLC	80386	0	2023 11	INV	A	399.27	C-081523	TCHULAHOMA & CHURCH
						4,118.02		
						ACCOUNT TOTAL		4,118.02
						ORG 902 TOTAL		90,858.54
903								
903	624102							
013790 HANCOCK BANK	40655	0	2023 11	INV	A	900.00	C-081523	SOUTHGORF1217 2/2/2
						ACCOUNT TOTAL		900.00
						ORG 903 TOTAL		900.00
904								
904	622100							
017086 BUTLER SNOW	10389275	0	2023 11	INV	A	25,000.00	C-081523	GENERAL SERV RENDER
017086 BUTLER SNOW	10389277	0	2023 11	INV	A	1,540.00	C-081523	LEGAL CONTRACT SERV
						26,540.00		
						ACCOUNT TOTAL		26,540.00
904	629100							
011139 TRAVELERS	631167	0	2023 11	INV	A	157.50	C-081523	ACCT9145V8093-L DOR
						ACCOUNT TOTAL		157.50
						ORG 904 TOTAL		26,697.50
905								
905	602700							
030408 ARTHUR J GALLAGHER	4790673	0	2023 11	INV	A	44,883.00	C-081523	SOUTHAV-06
						ACCOUNT TOTAL		44,883.00
						ORG 905 TOTAL		44,883.00

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION		
711				BOND PROJECT EXPENSES					
711	640220			FIRE STATION 5					
037550	WESTFIELD	PAYAPP16	0	2023 11 INV A	80,411.09	C-081523	FIRE STATION 5 PAYA		
				ACCOUNT TOTAL	80,411.09				
711	640550			SNOWOEN PEDESTRIAN TRAIL					
018221	CIVIL-LINK, LLC	80377	0	2023 11 INV A	5,679.76	C-081523	GETWELL MULTIUSE TR		
				ACCOUNT TOTAL	5,679.76				
711	640965			GETWELL ROAD SOUTH 18					
018221	CIVIL-LINK, LLC	80382	0	2023 11 INV A	32,201.89	C-081523	GETWELL RD WIDENING		
				ACCOUNT TOTAL	32,201.89				
			ORG 711	TOTAL	118,292.74				
FUND 0100 BOND FUNDED CAP PROJ					TOTAL:	118,292.74			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11							
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION	
611			SPECIAL ASSESSMENTS EXPEND				
611	623800 90017		PARK IMPROVEMENTS				
023861	JAYCON DEVELOPMENT	PAYAPP6RET	2023 11 INV A	43,472.83	C-081523	PAYAPP6RET ROOF PRO	
			ACCOUNT TOTAL	43,472.83			
611	623801		NEIGHBORHOOD PARKS				
018221	CIVIL-LINK, LLC	80398	2023 11 INV A	7,804.66	C-081523	NEIGHBORHOOD PARKS	
			ACCOUNT TOTAL	7,804.66			
611	623802		ARENA PARKING LOT				
018221	CIVIL-LINK, LLC	80397	2023 11 INV A	6,559.84	C-081523	ARENA PARKING MATER	
			ACCOUNT TOTAL	6,559.84			
611	626300		AMPHITHEATER MANAGEMENT				
017044	DESOTO COUNTY	9-2023	2023 11 INV A	8,333.33	C-081523	CONCERT PROMOTER FO	
			ACCOUNT TOTAL	8,333.33			
			ORG 611 TOTAL	66,170.66			
FUND 0240 TOURIST & CONVENTION				TOTAL:	66,170.66		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11							
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION	
0400			UTILITY FUND				
0400 211400	8-2-23	0	FEEES OWED TO NESBIT WATER ASSC				
010365 NESBIT WATER			2023 11 INV A	3,096.00	C-081523	7/1/23-7/31/23 FEEES	
			ACCOUNT TOTAL	3,096.00			
			ORG 0400 TOTAL	3,096.00			
815			UTILITY CAPITAL IMPROVEMENTS				
815 625300			EXTENSION & OTHER IMPROVEMENTS				
018221 CIVIL-LINK, LLC	80391	0	2023 11 INV A	13,047.14	C-081523	WATER VALVE OPER &	
018221 CIVIL-LINK, LLC	80393	0	2023 11 INV A	10,814.60	C-081523	UTILITY MAPPING & S	
018221 CIVIL-LINK, LLC	80396	0	2023 11 INV A	37,083.01	C-081523	MDOT- GOODMAN & I55	
				60,944.75			
033593 CHEROKEE BUILDING MA	95022281	0	2023 11 INV A	171.52	C-081523	SUPPLIES SAFE CLOSE	
			ACCOUNT TOTAL	61,116.27			
815 625300 1550			FIRE EXTENSION PH III				
018221 CIVIL-LINK, LLC	80392	0	2023 11 INV A	13,574.04	C-081523	FIRE SERV EXT PHASE	
			ACCOUNT TOTAL	13,574.04			
815 625305			SANITARY SEWER EXTENSION				
018221 CIVIL-LINK, LLC	80390	0	2023 11 INV A	726.88	C-081523	SANITARY SEWER SERV	
018221 CIVIL-LINK, LLC	80395	0	2023 11 INV A	1,492.74	C-081523	TCHULAHOMA PUMP STA	
				2,219.62			
			ACCOUNT TOTAL	2,219.62			
815 625310 1003			STARLANDING WATER SYS IM PH II				
018221 CIVIL-LINK, LLC	80394	0	2023 11 INV A	6,457.81	C-081523	STARLANDING TREATME	
			ACCOUNT TOTAL	6,457.81			
			ORG 815 TOTAL	83,367.74			
820			UTILITY ADMINISTRATIVE EXPENSE				
820 626500			PRINTING				
006685 DEX IMAGING	AR9819698	0	2023 11 INV A	62.38	C-081523	MP212296 COPIER @ C	
006685 DEX IMAGING	AR9841824	0	2023 11 INV A	10.75	C-081523	MP8773 COPIER @ CIT	
				73.13			
			ACCOUNT TOTAL	73.13			
			ORG 820 TOTAL	73.13			

CITY OF SOUTHAVEN



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
825								UTILITY MAINTENANCE EXPENSES	
825	611000							MATERIALS	
000354	METER SERVICE AND SU 31005	0	2023 11	INV	A	1,875.00	C-081523	CURBSTOPS	
000354	METER SERVICE AND SU 31010	0	2023 11	INV	A	285.00	C-081523	HYDRANT REPAIR KITS	
000354	METER SERVICE AND SU 31030	0	2023 11	INV	A	3,394.60	C-081523	FIRE HYD PARTS	
000354	METER SERVICE AND SU 31041	0	2023 11	INV	A	591.75	C-081523	FIRE HYDRANT EXT	
000354	METER SERVICE AND SU 31057	0	2023 11	INV	A	3,808.30	C-081523	FITTINGS	
						9,954.65			
000457	GRAINGER 9785693053	0	2023 11	INV	A	182.33	C-081523	TUBING CUTTERS	
000665	DESOTO COUNTY COOPER 177117	0	2023 11	INV	A	168.75	C-081523	WEED CONTROL CHEMIC	
000687	SOUTHERN PIPE & SUPP 8230166	0	2023 11	INV	A	54.74	C-081523	COPPER CUTTERS	
000687	SOUTHERN PIPE & SUPP 8253290	0	2023 11	INV	A	570.73	C-081523	WATER FITTINGS & MA	
						625.47			
000761	MEMPHIS STONE 156452	0	2023 11	INV	A	2,042.24	C-081523	SAND	
000915	HOME DEPOT CREDIT SE 30108	0	2023 11	INV	A	217.75	C-081523	MISC SUPPLIES FOR S	
000915	HOME DEPOT CREDIT SE 6014739	0	2023 11	INV	A	663.67	C-081523	WATER HOSES & SPRIN	
						881.42			
001102	SOUTHAVEN SUPPLY 192427	0	2023 11	INV	A	1,254.79	C-081523	MISC	
005044	LOWE'S HOME CENTERS, 81523	0	2023 11	INV	A	294.65	C-081523	LOWES CREDIT CARD 6	
007304	O'REILLYS AUTO PARTS 1791-226732	0	2023 11	INV	A	6.28	C-081523	CLAMPS	
007304	O'REILLYS AUTO PARTS 1791-226956	0	2023 11	INV	A	7.28	C-081523	TIRE PLUGGING REPAI	
						13.56			
008561	S & H SMALL ENGINES 82634	0	2023 10	INV	A	56.10	C-081523	CHAINSAW CHAINS	
010919	TRACTOR SUPPLY CREDI 200025856	0	2023 11	INV	A	100.97	C-081523	HOSE & PIPE COUPLIN	
011578	CORE & MAIN LP T109530	0	2023 11	INV	A	152.68	C-081523	FITTING FOR WATER L	
011578	CORE & MAIN LP T232902	0	2023 11	INV	A	215.52	C-081523	METER BOXES & LIDS	
						368.20			
030629	AMAZON CAPITAL 1HG77NXL7KYK	0	2023 11	INV	A	401.98	C-081523	GLOVES	
						ACCOUNT TOTAL			16,345.11
825	611100							CHEMICALS	
000551	USA BLUEBOOK INV00083215	0	2023 11	INV	A	899.95	C-081523	CHLORINE METER	
000551	USA BLUEBOOK INV00088028	0	2023 11	INV	A	470.85	C-081523	WATER CHEMICAL PUMP	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION		
							1,370.80	
001146 IDEAL CHEMICAL	283165	0	2023 11 INV A	3,729.10	C-081523	CHEMICALS FOR WHITW		
001146 IDEAL CHEMICAL	283166	0	2023 11 INV A	2,903.50	C-081523	CHEMICALS FOR GREEN		
001146 IDEAL CHEMICAL	283167	0	2023 11 INV A	3,495.35	C-081523	CHEMICALS FOR COLLE		
001146 IDEAL CHEMICAL	283399	0	2023 11 INV A	825.60	C-081523	CHEMICALS FOR GREEN		
001146 IDEAL CHEMICAL	283400	0	2023 11 INV A	2,669.75	C-081523	CHEMICALS FOR GETWE		
001146 IDEAL CHEMICAL	283561	0	2023 11 INV A	1,059.35	C-081523	CHEMICALS FOR GETWE		
001146 IDEAL CHEMICAL	283562	0	2023 11 INV A	2,669.75	C-081523	CHEMICALS FOR GREEN		
							17,352.40	
			ACCOUNT TOTAL				18,723.20	
825 612200			MAINTENANCE EQUIPMENT & BUILD					
000715 THOMPSON MACHINERY	PC600805734	0	2023 11 INV A	100.39	C-081523	PARTS FOR MIN TAHOE		
015790 TRI STATE AUTO	869	0	2023 11 INV A	1,489.98	C-081523	REPAIRS TO CREW TRK		
			ACCOUNT TOTAL				1,590.37	
825 614000			FUEL & OIL					
025130 BULLFROG MART LLC	1017505	0	2023 11 INV A	255.33	C-081523	FUEL (NON ETHANOL)		
			ACCOUNT TOTAL				255.33	
825 622100			PROFESSIONAL SERVICES					
005329 TENCARVA MACHINERY C	CD99082749	0	2023 11 INV A	618.76	C-081523	LAKES OF NICHOLAS P		
006917 THE SHOP	3349	0	2023 11 INV A	85.00	C-081523	NEW LETTERING FOR T		
016939 ADVANCE ELECTRIC	28869	0	2023 11 INV A	1,118.18	C-081523	TCH RD LIFT STATION		
018221 CIVIL-LINK, LLC	80389	0	2023 11 INV A	674.97	C-081523	UTILITES RPR SERV		
018472 M2MANAGEMENT SOLUTIO	168	0	2023 11 INV A	768.25	C-081523	FLEET TRACKING SYST		
022383 ADDISON TREE CARE	1826	0	2023 11 INV A	1,000.00	C-081523	CUT DOWN TREE @ LEG		
025818 BADGER METER INC	80133408	0	2023 11 INV A	44,457.00	C-081523	QUARTERLY CELLUAR M		
			ACCOUNT TOTAL				48,722.16	
			ORG 825 TOTAL				85,636.17	
FUND 0400 UTILITY FUND				TOTAL:			172,173.04	

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

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
120					FOREVER YOUNG SENIOR SERVIES			
120	622100				PROFESSIONAL FEES			
	019872	CULLEY DIANNE	7025-23-1	0	2023 10 INV P	60.00	D-081523	208189 YOGA INST
					ACCOUNT TOTAL	60.00		
				ORG 120	TOTAL	60.00		
150					INFORMATION TECHNOLOGY			
150	614000				GASOLINE/OIL			
	006919	FUELMAN	NP64795835	0	2023 11 INV P	197.51	D-081523	208592 IT FUEL
	006919	FUELMAN	NP64865836	0	2023 11 INV P	220.10	D-081523	208606 IT FUEL
						417.61		
					ACCOUNT TOTAL	417.61		
150	625700				TELEPHONE/POSTAGE			
	001137	FEDEX	8-203-26406	0	2023 11 INV P	26.43	D-081523	208590 2412-1149-5 SHIPPIN
					ACCOUNT TOTAL	26.43		
				ORG 150	TOTAL	444.04		
180					PLANNING / ENGINEERING DEPT			
180	622100				PROFESSIONAL FEES			
	010920	DALE K. THOMPSON	8-3-23	0	2023 11 INV P	156.00	D-081523	208588 LIEN RELEASE 26 LIE
					ACCOUNT TOTAL	156.00		
				ORG 180	TOTAL	156.00		
211					POLICE DEPARTMENT			
211	611300				MAINTENANCE VEHICLES			
	019700	CHOICE TOWING	77848-1	0	2023 10 INV P	50.00	D-081523	208188 RE-ISSUE / 3204 TOW
	019700	CHOICE TOWING	78834-1	0	2023 10 INV P	85.00	D-081523	208188 RE-ISSUE/ CHEROKEE
	019700	CHOICE TOWING	78848-1	0	2023 10 INV P	50.00	D-081523	208188 RE-ISSUE- 3191 TOW
	019700	CHOICE TOWING	78858-1	0	2023 10 INV P	50.00	D-081523	208188 RE-ISSUE/ 2020 MERC
	019700	CHOICE TOWING	78859-1	0	2023 10 INV P	50.00	D-081523	208188 RE-ISSUE/ 2010 ARMA
	019700	CHOICE TOWING	78860-1	0	2023 10 INV P	50.00	D-081523	208188 RE-ISSUE / 2008 COB
	019700	CHOICE TOWING	78861-1	0	2023 10 INV P	50.00	D-081523	208188 RE-ISSUE 2014 CHR 3
	019700	CHOICE TOWING	78862-1	0	2023 10 INV P	50.00	D-081523	208188 RE-ISSUE/ 2016 KIA
	019700	CHOICE TOWING	78863-1	0	2023 10 INV P	50.00	D-081523	208188 RE-ISSUE/ 2012 INFT
	019700	CHOICE TOWING	78876-1	0	2023 10 INV P	50.00	D-081523	208188 RE-ISSUE/ 3191 TOW
	019700	CHOICE TOWING	78914-1	0	2023 10 INV P	50.00	D-081523	208188 RE-ISSUE/ 3177 TOW
						585.00		
					ACCOUNT TOTAL	585.00		
211	614000				FUEL & OIL			
	006919	FUELMAN	NP64766920	0	2023 11 INV P	10,371.54	D-081523	208591 FUEL FOR SPD FLEET

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION				
006919 FUELMAN	NP64795510	0	2023 11 INV P	17,824.48	D-081523	208598	FUEL FOR SPD FLEET			
				28,196.02						
			ACCOUNT TOTAL	28,196.02						
211 625700			TELEPHONE & POSTAGE							
018521 SOUTHERN TELECOMMUNI	7-28-23	0	2023 11 INV P	592.28	D-081523	208609	SOUTHERN TELECOMMUN			
			ACCOUNT TOTAL	592.28						
211 626000			UTILITIES							
001145 ATMOS ENERGY	4805-072523	0	2023 11 INV P	39.85	D-081523	208587	4029104805-7320 HWY			
			ACCOUNT TOTAL	39.85						
211 630400			MACHINERY & EQUIPMENT							
013136 AT&T	1878-072323	0	2023 11 INV P	8,036.00	D-081523	208586	662M1070460011878-			
			ACCOUNT TOTAL	8,036.00						
			ORG 211 TOTAL	37,449.15						
290			FIRE DEPARTMENT							
290 614000			FUEL & OIL							
006919 FUELMAN	NP64766935	0	2023 10 INV P	196.10	D-081523	208196	FUEL			
			ACCOUNT TOTAL	196.10						
290 626000			UTILITIES							
001145 ATMOS ENERGY	1390-0723	0	2023 11 INV P	230.63	D-081523	208587	3020521390-6050 ELM			
001145 ATMOS ENERGY	4569-0723	0	2023 11 INV P	232.96	D-081523	208587	3020654569-6450 GET			
				463.59						
			ACCOUNT TOTAL	463.59						
290 626900			TRAVEL & TRAINING							
023095 KING JUSTIN	7-19-23	0	2023 11 INV P	290.00	D-081523	208607	REISSUE			
			ACCOUNT TOTAL	290.00						
			ORG 290 TOTAL	949.69						
311			PUBLIC WORKS DEPARTMENT							
311 622100			PROFESSIONAL SERVICES							
030534 DATAFACTS	188128	0	2023 11 INV P	44.50	D-081523	208589	EMPLOYEE BACKGROUND			
034374 TRUE MEDICAL TESTING	3731	0	2023 11 INV P	90.00	O-081523	208611	DRUG SCREENING			
			ACCOUNT TOTAL	134.50						

CITY OF SOUTHAVEN



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
				ORG 311	TOTAL			134.50				
315	CITY TRAFFIC AND STREETS LIGHT UTILITIES											
315	626000											
000966	ENTERGY	110007553728	0	2023	10	INV	P	206.64	D-081523	208190	16832230-453 AIRPOR	
000966	ENTERGY	110007553729	0	2023	10	INV	P	119.39	D-081523	208191	16834293-HWY 51 @ C	
000966	ENTERGY	110007553730	0	2023	10	INV	P	11.71	D-081523	208195	16834756-SOUTH CIR	
000966	ENTERGY	115007301447	0	2023	10	INV	P	49.07	D-081523	208193	115078636-1989 STAT	
000966	ENTERGY	120006162631	0	2023	10	INV	P	27.66	D-081523	208194	31166523-1200 BROOK	
000966	ENTERGY	130006124023	0	2023	10	INV	P	45.31	D-081523	208193	91224535-992 CHURCH	
000966	ENTERGY	135007205061	0	2023	10	INV	P	97.98	D-081523	208191	16713240-CHURCH RD	
000966	ENTERGY	135007205062	0	2023	10	INV	P	40.35	D-081523	208194	16713968-CHURCH RD	
000966	ENTERGY	135007205076	0	2023	10	INV	P	41.08	D-081523	208194	16832941-5140 TCHUL	
000966	ENTERGY	135007205077	0	2023	10	INV	P	139.36	D-081523	208190	16835019-TL MILLBRA	
000966	ENTERGY	150006086801	0	2023	10	INV	P	39.26	D-081523	208194	145700183-2996 COLL	
000966	ENTERGY	150006093178	0	2023	10	INV	P	30.99	D-081523	208194	180865792-STATELINE	
000966	ENTERGY	15008126312	0	2023	10	INV	P	143.11	D-081523	208190	169321593-2810 MAY	
000966	ENTERGY	160006075556	0	2023	10	INV	P	38.51	D-081523	208194	64945074-805 RASCD	
000966	ENTERGY	160006077397	0	2023	10	INV	P	260.73	D-081523	208190	42493999-8191 TULAN	
000966	ENTERGY	175007098944	0	2023	10	INV	P	34.07	D-081523	208194	16850885-AIRWAYS AN	
000966	ENTERGY	175007099051	0	2023	10	INV	P	54.95	D-081523	208192	89417216-5577 GETWE	
000966	ENTERGY	185007261948	0	2023	10	INV	P	195.95	D-081523	208190	61645719- TRAFFIC S	
000966	ENTERGY	185007261949	0	2023	10	INV	P	356.30	D-081523	208190	61645784-7532 SOUTH	
000966	ENTERGY	20009081661	0	2023	10	INV	P	660.24	D-081523	208190	100968049-8770 NORT	
000966	ENTERGY	205006802388	0	2023	10	INV	P	124.53	D-081523	208191	17327354-SWINNEA RD	
000966	ENTERGY	210005554670	0	2023	10	INV	P	53.43	D-081523	208193	58522954-6875 AIRWA	
000966	ENTERGY	210005561498	0	2023	10	INV	P	138.33	D-081523	208191	189364755 HIGHWAY 5	
000966	ENTERGY	215006734245	0	2023	10	INV	P	118.84	D-081523	208191	110821964-ST LINE H	
000966	ENTERGY	215006734246	0	2023	10	INV	P	93.37	D-081523	208192	110821972-STATELINE	
000966	ENTERGY	215006734247	0	2023	10	INV	P	98.42	D-081523	208191	110821998-MS VALLEY	
000966	ENTERGY	215006734248	0	2023	10	INV	P	94.24	D-081523	208191	110822038-RASCO RD	
000966	ENTERGY	220005615950	0	2023	10	INV	P	818.35	D-081523	208190	119287241-1855 FIRS	
000966	ENTERGY	225006658250	0	2023	10	INV	P	43.80	D-081523	208193	16837783-3005 COLLE	
000966	ENTERGY	225006658251	0	2023	10	INV	P	46.80	D-081523	208193	16853152-488 CHURCH	
000966	ENTERGY	230005640062	0	2023	10	INV	P	48.76	D-081523	208193	124065178-AIRWAYS B	
000966	ENTERGY	230005640063	0	2023	10	INV	P	56.46	D-081523	208192	124075086-AIRWAYS B	
000966	ENTERGY	230005646831	0	2023	10	INV	P	193.33	D-081523	208190	18054445-8777 WHITW	
000966	ENTERGY	240005655495	0	2023	10	INV	P	101.23	D-081523	208191	47904040-8683 AIRWA	
000966	ENTERGY	25007996687	0	2023	10	INV	P	27.66	D-081523	208194	15540321-367 RASCO	
000966	ENTERGY	275006205875	0	2023	10	INV	P	61.43	D-081523	208192	79896114-984 STATEL	
000966	ENTERGY	280005713170	0	2023	10	INV	P	74.69	D-081523	208192	16837528-STATELINE	
000966	ENTERGY	290005703573	0	2023	10	INV	P	63.01	D-081523	208192	176129674-7970 TCHU	
000966	ENTERGY	340003968581	0	2023	10	INV	P	26.29	D-081523	208195	16344749-SWEET FLAG	
000966	ENTERGY	35007856588	0	2023	10	INV	P	43.34	D-081523	208194	16838005-4830 AIRWA	
000966	ENTERGY	365005046628	0	2023	10	INV	P	43.34	D-081523	208194	19131200-8185 GETWE	
000966	ENTERGY	370003882980	0	2023	10	INV	P	11.88	D-081523	208195	98050180-5813 PEPPE	
000966	ENTERGY	375004947786	0	2023	10	INV	P	118.84	D-081523	208191	16293359-WHITWORTH	
000966	ENTERGY	400002875019	0	2023	10	INV	P	119.39	D-081523	208191	15556418-STATELINE	
000966	ENTERGY	410003027698	0	2023	10	INV	P	67.00	D-081523	208192	147671986-SE CORNER	
000966	ENTERGY	410003027699	0	2023	10	INV	P	64.60	D-081523	208192	147671994-GOODMAN &	
000966	ENTERGY	410003029877	0	2023	10	INV	P	27.66	D-081523	208194	17624495-3005 STANT	
000966	ENTERGY	415004516440	0	2023	10	INV	P	43.50	D-081523	208193	19047497-951 RASCO	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
000966	ENTERGY	420003135235	0	2023	10	INV P	486.75	D-081523	208190	69086056-HAMILTON
000966	ENTERGY	425004463696	0	2023	10	INV P	118.99	D-081523	208191	19075704-MS 302 & T
000966	ENTERGY	430003153532	0	2023	10	INV P	527.20	D-081523	208190	15064967-ST LTS CIT
000966	ENTERGY	440003152049	0	2023	10	INV P	48.01	D-081523	208193	89417232-6006 GETWE
000966	ENTERGY	450003211667	0	2023	10	INV P	54.91	D-081523	208193	161881305-699 RESEA
000966	ENTERGY	450003213119	0	2023	10	INV P	84.47	D-081523	208192	90253295-8507 INVER
000966	ENTERGY	485004160749	0	2023	10	INV P	51.78	D-081523	208193	59478867-6345 AIRWA
000966	ENTERGY	485004160750	0	2023	10	INV P	44.25	D-081523	208193	59478941-6610 AIRWA
000966	ENTERGY	485004163927	0	2023	10	INV P	106.84	D-081523	208191	68134584-HAMILTON &
000966	ENTERGY	520001646684	0	2023	10	INV P	211.18	D-081523	208190	52482346-8355 AIRWA
000966	ENTERGY	530001610230	0	2023	10	INV P	64.13	D-081523	208192	153800891-GOODMAN R
000966	ENTERGY	60007869684	0	2023	10	INV P	80.67	D-081523	208192	176873271-WHITWORT
000966	ENTERGY	70007760692	0	2023	10	INV P	51.17	D-081523	208193	68134634-NORTHWEST
000966	ENTERGY	70007760693	0	2023	10	INV P	84.02	D-081523	208192	68135326-STATELINE
000966	ENTERGY	90007664074	0	2023	10	INV P	51.33	D-081523	208193	149789885-MISSISSIPI
							7,480.88			
ACCOUNT TOTAL							7,480.88			
ORG 315 TOTAL							7,480.88			
411					PARKS DEPARTMENT					
411	600100			SALARIES-ADMINISTRATION						
038142	SIMMONS MICHAEL B	7-31-23	0	2023	11	INV P	202.64	D-081523	208595	MANUAL CHECK
ACCOUNT TOTAL							202.64			
411	612201			PARK MAINTENANCE						
019230	WASTE PRO-MEMPHIS	1046735	0	2023	10	INV P	269.20	D-081523	208200	19776- TRASH @ HWY
019230	WASTE PRO-MEMPHIS	1046737	0	2023	10	INV P	538.42	D-081523	208200	19779- TRASH @ STOW
019230	WASTE PRO-MEMPHIS	1046738	0	2023	10	INV P	137.19	D-081523	208200	19780-TRASH @ SWINN
019230	WASTE PRO-MEMPHIS	1046739	0	2023	10	INV P	181.19	D-081523	208200	19782-TRASH @ PINE
ACCOUNT TOTAL							1,126.00			
ACCOUNT TOTAL							1,126.00			
411	622100			PROFESSIONAL SERVICES						
030534	DATAFACTS	188129	0	2023	11	INV P	52.50	D-081523	208589	EMPLOYEE BACKGROUND
034374	TRUE MEDICAL TESTING	3731	0	2023	11	INV P	135.00	D-081523	208611	DRUG SCREENING
ACCOUNT TOTAL							187.50			
411	625700			TELEPHONE & POSTAGE						
018521	SOUTHERN TELECOMMUNI	7-28-23	0	2023	11	INV P	152.20	D-081523	208609	SOUTHERN TELECOMMUN
ACCOUNT TOTAL							152.20			
411	626000			UTILITIES						
000966	ENTERGY	185007263877	0	2023	10	INV P	28.40	D-081523	208194	117424333-1729 BROO



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11												
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION				
000966	ENTERGY	435004416629	0	2023	10	INV P	198.61	D-081523	208190	19046929-1978 STATE		
							227.01					
001105	NORTHCENTRAL ELECTRI	7010-072623	0	2023	11	INV P	107.17	D-081523	208599	59247010-3750 FREEM		
001105	NORTHCENTRAL ELECTRI	7015-0723	0	2023	11	INV P	30.07	D-081523	208599	59247015-3656 PINE		
001105	NORTHCENTRAL ELECTRI	7016-0723	0	2023	11	INV P	711.08	D-081523	208599	59247016-3656 PINE		
							848.32					
001145	ATMOS ENERGY	13076-071423	0	2023	10	INV P	39.85	D-081523	208185	3020713076-8925 SWI		
001145	ATMOS ENERGY	301501820723	0	2023	11	INV P	37.24	D-081523	208587	3015018239-6070 SNO		
001145	ATMOS ENERGY	30152533320723	0	2023	11	INV P	48.59	D-081523	208587	3015253332-7360 HWY		
							125.68					
001167	AT&T MOBILITY	1875-072823	0	2023	11	INV P	21.84	D-081523	208602	66228002585351875-P		
001234	BRIGHTSPEED	3210-080223	0	2023	11	INV P	347.66	D-081523	208603	465283210-PHONES		
001234	BRIGHTSPEED	373-071023	0	2023	10	INV P	192.83	D-081523	208186	400200373-FOREVER Y		
							540.49					
016529	DIRECTV	8039-230729	0	2023	11	INV P	200.07	D-081523	208604	021298039x230729-37		
							ACCOUNT TOTAL	1,963.41				
411	629300									INSURANCE-LIABILITY		
004538	SADLER & COMPANY	8-4-23	0	2023	11	INV P	1,304.74	D-081523	208600	RENEWAL AMERICAN YO		
							ACCOUNT TOTAL	1,304.74				
							ORG 411	TOTAL	4,936.49			
412										PARK TOURNAMENTS		
412	626102									PROMOTIONS		
001121	NEWTONS TROPHY	11687-1	0	2023	11	INV P	995.00	D-081523	208608	REISSUE-AWARDS		
							ACCOUNT TOTAL	995.00				
412	627901									TOURNAMENT UMPIRE FEES		
023412	JOHNSTON BRENT	5-7-23-1	0	2023	11	INV P	855.00	D-081523	208593	REISSUE- PG SUPER N		
031989	HARLOW WILLIAM C	710-728	0	2023	10	INV P	750.00	D-081523	208197	JD & JR TOURNAMENT		
035896	WOLF GEORGE	710-728	0	2023	10	INV P	350.00	D-081523	208202	JD & JR TOURNAMENT		
035897	WISEMAN JONATHAN	710-728	0	2023	10	INV P	345.00	D-081523	208201	JD & JR TOURNAMENT		
035899	JOHNSON ALEXANDRA	701-728	0	2023	10	INV P	680.00	D-081523	208198	JD & JR TOURNAMENT		
035900	PATINO ELIZABETH	710-728	0	2023	10	INV P	280.00	D-081523	208199	JD & JR TOURNAMENT		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11		PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR	INVOICE					
		ACCOUNT TOTAL		3,260.00		
		ORG 412	TOTAL	4,255.00		
511			MUNICIPAL CODE ENFORCEMENT			
511	622100			PROFESSIONAL SERVICES		
030534	DATAFACTS	188128	0	2023 11	INV P	52.50 D-081523 208589 EMPLOYEE BACKGROUND
034374	TRUE MEDICAL TESTING	3731	0	2023 11	INV P	135.00 D-081523 208611 DRUG SCREENING
		ACCOUNT TOTAL		187.50		
		ORG 511	TOTAL	187.50		
902			GENERAL EXPENSES			
902	620902			FACILITIES MANAGEMENT		
001105	NORTHCENTRAL ELECTRI	7007-0723	0	2023 11	INV P	151.82 D-081523 208599 59247007-5714 EIVER
001105	NORTHCENTRAL ELECTRI	7017-0723	0	2023 11	INV P	28.57 D-081523 208599 59247017-STATELINE/
				180.39		
001145	ATMOS ENERGY	1048-0723	0	2023 11	INV P	39.85 D-081523 208597 4045331048-7312 HWY
008127	WASTE CONNECTIONS OF	6940324W010	0	2023 11	INV P	238.89 D-081523 208601 DUMPSTERS
008127	WASTE CONNECTIONS OF	6942543W010	0	2023 11	INV P	150.00 D-081523 208601 DUMPSTERS
008127	WASTE CONNECTIONS OF	6942544W010	0	2023 11	INV P	150.00 D-081523 208601 DUMPSTERS
				538.89		
018521	SOUTHERN TELECOMMUNI	7-28-23	0	2023 11	INV P	304.93 D-081523 208609 SOUTHERN TELECOMMUN
		ACCOUNT TOTAL		1,064.06		
		ORG 902	TOTAL	1,064.06		
903			ADMINISTRATIVE EXPENSES			
903	624102			BANK FEES		
034213	U.S. BANK	6896876	0	2023 11	INV P	500.00 D-081523 208612 CITY OF SOUTHAVEN G
		ACCOUNT TOTAL		500.00		
		ORG 903	TOTAL	500.00		
904			LITIGATION			
904	629100			CLAIMS PAYMENTS		
011139	TRAVELERS	631439	0	2023 11	INV P	10,000.00 D-081523 208610 DEDUCTIBLE AUTO ACC
038141	ARENT ANDREW PAUL	8-01-23	0	2023 11	INV P	216.57 D-081523 208585 UTILITIES CLAIM-BOA
		ACCOUNT TOTAL		10,216.57		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
			ORG 904	TOTAL			10,216.57
	FUND 0010	GENERAL FUND		TOTAL:			67,833.88

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11							
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION	
711			BOND PRDJECT EXPENSES				
711	640965		GETWELL ROAD SOUTH 18				
037356	ACUFF ENTERPRISES IN PAYAPP4	0	2023 11 INV P	583,004.38	D-081523	208596	GETWELL RD WIDENING
			ACCOUNT TOTAL	583,004.38			
			ORG 711 TOTAL	583,004.38			
FUND 0100 BOND FUNDED CAP PROJ				TOTAL:	583,004.38		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
611								SPECIAL ASSESSMENTS EXPEND			
611	626200							DIZZY DEAN			
001121	NEWTONS TROPHY	11688-1	0	2023	11	INV	P	3,576.25	D-081523	208608	REISSUE- AWARDS
001121	NEWTONS TROPHY	11689-1	0	2023	11	INV	P	3,576.25	D-081523	208608	REISSUE- AWARDS
001121	NEWTONS TROPHY	11690-1	0	2023	11	INV	P	4,855.80	D-081523	208608	AWARDS
								12,008.30			
ACCOUNT TOTAL								12,008.30			
ORG 611 TOTAL								12,008.30			
FUND 0240 TOURIST & CONVENTION						TOTAL:	12,008.30				

CITY OF SOUTHAVEN



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
0400								UTILITY FUND			
0400	130700							ACCOUNTS RECEIVABLE			
037280	WITT PROPERTY HOLDIN 42219-1	0	2023	11	INV P	134.71	D-081523	208613	RE-ISSUE UTILITY RE		
038127	CHANG MAX 42722	0	2023	10	INV P	95.45	D-081523	208187	RE-ISSUE UTILITY RE		
						ACCOUNT TOTAL			230.16		
						ORG 0400 TOTAL			230.16		
825								UTILITY MAINTENANCE EXPENSES			
825	626000							UTILITIES			
000966	ENERGY 105007334839	0	2023	10	INV P	38.73	D-081523	208194	122548779-5253 SWIN		
000966	ENERGY 185007253868	0	2023	10	INV P	88.46	D-081523	208192	87490884-2017 STARL		
000966	ENERGY 430003152914	0	2023	10	INV P	121.79	D-081523	208191	85491660-CHANCEY CO		
000966	ENERGY 500001684966	0	2023	11	INV P	36.10	D-081523	208605	112498183-1395 PLEA		
						285.08					
001105	NORTHCENTRAL ELECTRI 7001-072623	0	2023	11	INV P	106.48	D-081523	208594	59247001-3541 GOODM		
001105	NORTHCENTRAL ELECTRI 7011-072623	0	2023	11	INV P	34.00	D-081523	208594	59247011-4105 GOODM		
						140.48					
001145	ATMOS ENERGY 1609-072723	0	2023	11	INV P	37.38	D-081523	208587	4012381609-4164 HWY		
001145	ATMOS ENERGY 1654-072523	0	2023	11	INV P	22.93	D-081523	208587	4012381654-53 WOODL		
						60.31					
						ACCOUNT TOTAL			485.87		
						ORG 825 TOTAL			485.87		
FUND 0400 UTILITY FUND						TOTAL:			716.03		

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

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION		
0010				GENERAL FUND					
0010	211300			SALES TAX PAYABLE					
001176	MS DEPT OF REVENUE	8-9-23	0	2023 11 DIR P	12,389.62	W-081523	63367	JULY 2023 SALES TAX	
				ACCOUNT TOTAL	12,389.62				
				ORG 0010 TOTAL	12,389.62				
411				PARKS DEPARTMENT					
411	622100			PROFESSIONAL SERVICES					
001176	MS DEPT OF REVENUE	8-7-23	0	2023 11 DIR P	12.00	W-081523	63366	BEER PERMIT -GOLF	
001176	MS DEPT OF REVENUE	8-9-23	0	2023 11 DIR P	106,268.35	W-081523	63367	JULY 2023 SALES TAX	
					106,280.35				
				ACCOUNT TOTAL	106,280.35				
				ORG 411 TOTAL	106,280.35				
FUND 0010 GENERAL FUND					TOTAL:	118,669.97			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
0400								UTILITY FUND
0400	211300							SALES TAX PAYABLE
001176 MS DEPT OF REVENUE	8-1-23	0	2023 11	DIR	P	30.00	W-081523	61416 PARKS BEER PERMIT R
001176 MS DEPT OF REVENUE	8-9-23	0	2023 11	DIR	P	12,006.11	W-081523	63367 JULY 2023 SALES TAX
						12,036.11		
						ACCOUNT TOTAL		12,036.11
						ORG 0400	TOTAL	12,036.11
FUND 0400 UTILITY FUND						TOTAL:		12,036.11

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION			
0600			PAYROLL FUND						
0600	214300		EMPLOYEE MEDICAL INSURANCE						
031228	UNITEDHEALTHCARE INC 649147435579	0	2023 11 DIR P	292,131.01	W-081523	61415	UHC	JULY	2023
	ACCOUNT TOTAL			292,131.01					
0600	214900		DEFERRED COMPENSATION						
002311	EMPOWER RETIREMENT 1112985718	0	2023 11 DIR P	9,081.72	W-081523	61417	DEF COMP	FOR AUG 20	
	ACCOUNT TOTAL			9,081.72					
0600	215101		CAF-PRETAX MEDICAL						
022644	CORPORATE PLANNING 8-4-23	0	2023 11 DIR P	6,559.90	W-081523	62579	FSA/DFSA	8/4/23	
	ACCOUNT TOTAL			6,559.90					
0600	215102		DENTAL INSURANCE PREMS						
031228	UNITEDHEALTHCARE INC 649147435579	0	2023 11 DIR P	17,988.02	W-081523	61415	UHC	JULY	2023
	ACCOUNT TOTAL			17,988.02					
0600	215105		VISION						
031228	UNITEDHEALTHCARE INC 649147435579	0	2023 11 DIR P	3,503.60	W-081523	61415	UHC	JULY	2023
	ACCOUNT TOTAL			3,503.60					
0600	216100		SHORT TERM DISABILITY						
035154	COLONIAL LIFE 57505750707550	0	2023 11 DIR P	4,562.74	W-081523	61418	STD	PREMIUMS	
	ACCOUNT TOTAL			4,562.74					
	ORG 0600 TOTAL			333,826.99					
FUND 0600 PAYROLL FUND				TOTAL:	333,826.99				

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

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
0400								UTILITY FUND			
0400	130700							ACCOUNTS RECEIVABLE			
012774	ADAMS HOMES	42910	0	2023	10	INV	A	89.90	U-081523		
024776	SMITH ROBERT	42905	0	2023	10	INV	A	151.51	U-081523		
025462	MUDDY WATER	42912	0	2023	10	INV	A	95.45	U-081523		
026995	MARSHALL PHILLIP	42923	0	2023	10	INV	A	125.00	U-081523		
028506	MANNING MALCOLM	42919	0	2023	10	INV	A	125.00	U-081523		
035187	LIN JEANETTE UBOVPM	42920	0	2023	10	INV	A	71.72	U-081523		
038114	PREWETT KRISTINA	42900	0	2023	10	INV	A	27.14	U-081523		
038115	ADAME MARIO A. GARCI	42901	0	2023	10	INV	A	13.25	U-081523		
038116	BURRESE THERESA CARO	42902	0	2023	10	INV	A	68.54	U-081523		
038117	HAGEWOOD JEREMY	42903	0	2023	10	INV	A	24.65	U-081523		
038118	RAINS JEFF	42904	0	2023	10	INV	A	12.45	U-081523		
038119	SCOTT SHAKYRA	42906	0	2023	10	INV	A	69.90	U-081523		
038120	AITHANG IRENE	42907	0	2023	10	INV	A	42.50	U-081523		
038121	TAYLOR ALEXIS W	42908	0	2023	10	INV	A	65.90	U-081523		
038122	LEWIS MARTIN & ADRIA	42909	0	2023	10	INV	A	12.95	U-081523		
038123	DUNCAN JERRY (TENANT	42911	0	2023	10	INV	A	24.51	U-081523		
038124	PATEL KAMLESH	42913	0	2023	10	INV	A	36.35	U-081523		
038125	BRYAN LEA	42914	0	2023	10	INV	A	65.90	U-081523		
038126	USAPPLICATOR'S	42915	0	2023	10	INV	A	715.37	U-081523		
038134	M&J RENTALS - UBOVPM	42916	0	2023	10	INV	A	125.00	U-081523		
038135	MCCLAIN INVESTMENT P	42917	0	2023	10	INV	A	125.00	U-081523		
038136	YOUNG LEIGH ANNE - U	42918	0	2023	10	INV	A	125.00	U-081523		
038137	LINVILLE INVESTMENTS	42921	0	2023	10	INV	A	125.00	U-081523		
038138	MARVIN'S GARDEN	42922	0	2023	10	INV	A	125.00	U-081523		
ACCOUNT TOTAL								2,462.99			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
				ORG 0400			TOTAL
							2,462.99
	FUND 0400	UTILITY FUND		TOTAL:			2,462.99

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



The City of Southaven Docket Recap
AUGUST 15, 2023
Special Docket

General Fund

Fire	-
Ems	-
Public Works	-
Parks	-
Facilities Management	-

Tourist & Convention	-
Payroll Fund	18,986.40

SPECIAL DOCKET TOTAL **18,986.40**

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

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2023/11	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0600				PAYROLL FUND			
0600	216108			VOLUNTARY LIFE INSURANCE			
	022642	LIFE INSURANCE COMPA JUNE2023	0	2023 11 DIR P	18,986.40	S-081523	63365 2023 JUNE EMP LIFE
				ACCOUNT TOTAL	18,986.40		
				ORG 0600 TOTAL	18,986.40		
FUND 0600 PAYROLL FUND					TOTAL:		18,986.40

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