

RESOLUTION AMENDING THE CITY OF SOUTHAVEN CODE OF ORDINANCES
BY ADDING THE COMMERCIAL ESTABLISHMENT CHRONIC NUISANCE
ORDINANCE

WHEREAS, the City of Southaven ("City") Board finds that Commercial Establishments that allow and/or facilitate nuisance activities present grave health, safety and welfare concerns, specifically, where the persons responsible for such Commercial Establishments have created conditions for the nuisance activities and failed to take corrective action to abate the nuisance condition; and

WHEREAS, Commercial Establishments where nuisance activities occur on an on-going basis have a tremendous negative impact upon the quality of life, safety and health in areas where they are located; and

WHEREAS, this Ordinance is enacted to remedy nuisance activities that are particularly disruptive to quality of life and repeatedly occur or exist at Commercial Properties by providing a process for abatement; and

WHEREAS, Chronic Nuisance Commercial Establishments are a financial burden to the City by the repeated calls for service to the properties because of the nuisance activities that repeatedly occur or exist on such property; and

WHEREAS, pursuant to Miss. Code 21-17-5, the City Governing Authorities shall 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,

WHEREAS, this Ordinance may be used in conjunction with the City's Ordinances and any other state law or regulation; and

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, BY RESOLUTION TO AMEND THE CITY OF SOUTHAVEN CODE OF ORDINANCES, TITLE X, CHAPTER 5, AS FOLLOWS:

SECTION 1. The prefatory clauses are hereby incorporated herein as findings of the City Governing Authorities of the City of Southaven.

SECTION 2. The City Code of Ordinances is amended to add Title X, Chapter 5 "Chronic Commercial Establishment Nuisance Property Ordinance" as follows:

Title.

This article may be cited as the "City of Southaven Chronic Nuisance Commercial Establishment Ordinance."

Purpose.

(a) Chronic Nuisance Commercial Establishments present grave health, safety and welfare concerns, where the persons responsible for such properties allow and/or facilitate nuisance activities and have failed to take corrective action to abate the nuisance condition. Chronic Nuisance Commercial Establishment have a tremendous negative impact upon the quality of life, safety, and health of areas where they are located. This ordinance is enacted to remedy Nuisance Activities that are particularly disruptive to quality of life and repeatedly occur or exist at Commercial Establishments by providing a process for penalizing such Commercial Establishments. This remedy is not an exclusive remedy and the City may, in addition, utilize all available state or local laws.

(b) Also, Chronic Nuisance Commercial Establishments are a financial burden to the City by the repeated calls for service to the properties because of the Nuisance Activities that repeatedly occur or exist on such property. This ordinance is a means to improve those conditions and hold accountable those persons responsible for Commercial Establishments.

Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Chronic Nuisance Commercial Establishment means a Commercial Establishment where the City Police have responded to three (3) separate and distinct incidents for a Nuisance Activity and made an arrest for the Nuisance Activity at the Commercial Establishment and the Commercial Establishment has neglected to implement and execute reasonable management practices and other measures to deter nuisance activity during a continuous six (6) month period.

Commercial Establishment means public or private facilities open to the general public, including but not limited to, restaurants, lounges, or any place that charges a direct or indirect fee for admission. For purposes of this Ordinance, Commercial Establishment shall include the building, parking lot, parcel, or land or portion thereof.

Control means the ability to regulate, restrain, dominate, counteract or govern the Commercial Establishment, or conduct that occurs at the Commercial Establishment.

Nuisance Activity means any criminal conduct as defined by Mississippi law or City of Southaven Ordinance occurring at a Commercial Establishment where City Police respond and make an arrest. The term "Nuisance Activity" shall not include conduct where the Commercial Establishment or Person Responsible is the victim of a crime and had no control over the criminal act.

Person means natural person, joint venture, partnership, association, club, company, corporation, business trust, organization, or the manager, lessee, agent, officer or employee of any of them.

Person Responsible for the Commercial Establishment or *Person Responsible* means, unless otherwise defined, any person or entity who has titled ownership of the Commercial Establishment, which is subject to this article, an occupant in control of the Commercial Establishment, which is subject to this article, a developer, builder, or business operator or owner who is developing, building or operating a Commercial Establishment, which is subject to this article and/or any person who has control over the Commercial Establishment and allows a violation of this article to continue.

Violation.

- (a) Any Commercial Establishment within the City of Southaven, which is a Chronic Nuisance Commercial Establishment, is in violation of this article and subject to its remedies.
- (b) Any Person Responsible for Commercial Establishment, who permits property to be a Chronic Nuisance Commercial Establishment, shall be in violation of this Ordinance and subject to its remedies.

Procedure and Penalty.

- (a) The police chief or his designee shall report any Nuisance Activity at Commercial Establishments on an ongoing basis to the City Planning Director or his/her designee. The City Planning Director or his/her designee shall review and confirm the occurrence of three (3) or more Nuisance Activities within a six (6) month period. Upon such finding, the City Planning Director shall notify the Person Responsible for the Commercial Establishment of the City Court date to determine if the Commercial Establishment is adjudicated to be a Chronic Nuisance Commercial Establishment.
- (b) The notice of violation shall contain:
 - (1) The street address or legal description sufficient enough for identification of the Commercial Establishment;
 - (2) A concise description of the Nuisance Activities, along with the incident reports, that have occurred at the Commercial Establishment;
 - (3) A copy of this Ordinance. The notice shall also include a summons for the City Court date and that upon conviction for misdemeanor violation of this Ordinance and declaration of the Commercial Establishment being a Chronic Nuisance Commercial Establishment, the Person Responsible shall be assessed a \$1,000.00 penalty and may result in a temporary closure of the Commercial Establishment and suspension of the Person Responsible certificate of occupancy for the Commercial Establishment.
- (c) The City Planning Director or designee shall serve or cause to be served written notice upon the Person Responsible by the following means of delivery:
 - (1) Delivered in person by a City Police Officer to the Person Responsible for the Commercial Establishment.

- (2) By first class United States mail, postage prepaid, addressed to the Person Responsible for the Commercial Establishment. Service by mail is deemed complete upon deposit in the U.S. mail.
- (d) It is a defense to an action for Chronic Nuisance Commercial Establishment that the Person Responsible, at all material times, could not, in the exercise of reasonable care or diligence, prohibit and/or prevent the Commercial Establishment from becoming a Chronic Commercial Establishment and reported the Nuisance Activity to the City Police.
- (e) As part of the City Court proceedings, the City shall submit official police reports and other Nuisance Activity occurring or existing at the Commercial Establishment.
- (f) Once the City Court determines the Commercial Establishment to be a Chronic Nuisance Commercial Establishment under this Ordinance, the City Court may impose a penalty in an amount not to exceed \$1,000.00 against any or all the Persons Responsible for the Property and may order any other relief deemed appropriate, including but not limited to temporary closure of the Commercial Establishment; suspension of the Responsible Person's certificate of occupancy for the Premises or Property; and/or imprisonment not exceeding ninety (90) days.

Summary closure.

Nothing in this article prohibits the City from taking any emergency action for the summary closure of the Commercial Establishment or other available remedies when it is necessary to avoid an immediate threat to public welfare and safety.

SECTION 3. *Severability.* If any term or provision of this Ordinance is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms and provisions of this Ordinance shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 4. *Conflict.* If the provisions of this Ordinance are inconsistent with one another or if they conflict with provisions found in other adopted ordinances or regulations of the City in the context of Commercial Establishments, the provisions in this Ordinance shall govern.

SECTION 5. The City Clerk is hereby directed to cause a summary of this ordinance in a form allowed by law to be published one time in the *Desoto Times Tribune*.

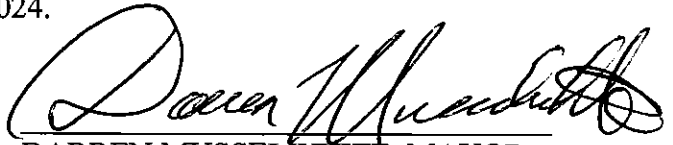
SECTION 6. The effective date of this ordinance shall be thirty (30) days after passage and publication required by law.

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After a full discussion of this matter, Alderman Gallagher moved that the foregoing Resolution to adopted and said motion was seconded by Alderman Payne and the vote thereupon was as follows:

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

RESOLVED AND DONE, this 2nd day of April, 2024.


DARREN MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK



**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF SOUTHAVEN, MISSISSIPPI FOR DONATION TO THE
DESOTO COUNTY ECONOMIC DEVELOPMENT COUNCIL
SALUTE TO INDUSTRY**

WHEREAS, the City of Southaven ("City"), pursuant to Mississippi Code Section 21-19-44 and Local and Private Legislation Chapter 938 HB 1618, desires to make a donation to the Desoto County Economic Development Council Salute to Industry ("Council") for the purpose of promoting the Council and promoting the City; and

WHEREAS, the City desires to donate the Seven Hundred Dollars and 00/100 (\$700.00) to further those purposes previously set forth.

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

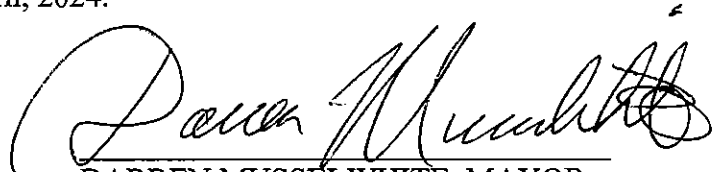
SECTION 1. Pursuant to Mississippi Code 21-19-44 and Local and Private Legislation Chapter 938 HB 1618, the Governing Body of the City hereby donates \$700.00 to the Council for the purpose of promoting the Council and promoting the City.

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

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

Alderman William Jerome	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman 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 2nd day of April, 2024.


DARREN MUSSELWHITE, MAYOR

ATTEST:


CITY CLERK





Mississippi Internet Crimes Against Children Memorandum of Understanding

Parties

The Mississippi Attorney General's Office is the recipient of a United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) grant to enforce laws regarding Internet Crimes Against Children (ICAC), and the Mississippi Attorney General's Office utilizes this grant to administer and operate the Mississippi ICAC Task Force.

This Memorandum of Understanding (MOU) is entered into by the Mississippi Attorney General's Office and the United States Department of Homeland Security acting through its duly authorized representative.

Overview/Mission Statement

OJJDP has created the ICAC Task Force Program, which is a national network of state and local law enforcement cyber crime units. The national ICAC program assists state and local law enforcement agencies to develop an effective response to cyber enticement and child pornography cases. This help encompasses investigative and forensic components, training and technical assistance, victim services, and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency, team approach to investigating and prosecuting ICAC cases.

The mission of the Mississippi ICAC Task Force therefore is to:

1. properly investigate and prosecute those who sexually exploit children through the use of the Internet and/or computers;
2. provide training and equipment to those involved in investigating and prosecuting ICAC cases and;
3. provide community education regarding the prevention of ICAC.

Purpose

The purpose of this MOU is to formalize the working relationship between the United States Department of Homeland Security and the Mississippi Attorney General's Office and the Mississippi ICAC Task Force, as well as to delineate the responsibilities and expectations of the relevant parties. By signing this MOU, the United States Department of Homeland Security agrees to join the ICAC Task Force for the primary purpose of vigorously and properly investigating ICAC cases. By

joining this Task Force, the United States Department of Homeland Security will benefit from grant resources, joint operations, and extensive training opportunities. By entering this MOU, the Mississippi Attorney General's Office will benefit from investigative support from the United States Department of Homeland Security.

Investigations

All ICAC investigations will be conducted by sworn law enforcement investigators and in the spirit of cooperation with other ICAC task force members. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. However, ICAC investigations shall also be governed by the national ICAC programs Operational and Investigative Standards (attached). Violation of the ICAC operational standards is cause for cancellation of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other agency. It is agreed that unilateral acts on the part of employees involved in Task Force investigations are not in the best interest of the Task Force.

The United States Department of Homeland Security will:

Agree to use only sworn United States Department of Homeland Security law enforcement personnel to conduct undercover ICAC investigations. Each investigator involved with undercover operations **must** receive ICAC training prior to initiating proactive investigations. Reports of all undercover and enforcement activity shall be made monthly to the Mississippi Attorney General's Office.

Agree to conduct reactive investigations where subjects are associated with the United States Department of Homeland Security jurisdiction, including investigations of child pornography CyberTip referrals from the National Center for Missing and Exploited Children (NCMEC), Internet Service Provider and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, etc.

Agree to record and document all undercover online activity. Any deviations from this policy due to unusual circumstances shall be documented in the relevant case file and reviewed by the ICAC Task Force Program Manager.

Agree to provide agents assigned to the Task Force access to all ICAC investigative files including, without limitation, computer records, in order to ensure compliance with all national ICAC standards.

Agree to locate its ICAC investigators in secured space provided by the United States Department of Homeland Security, with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under the control of the United States Department of Homeland Security ICAC Task Force personnel, with restricted access to authorized personnel only.

Agree to conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the ICAC Task Force, its affiliate agencies or the national ICAC Program.

Agree to accept ownership and be responsible for proper maintenance and use of any equipment purchased with OJJDP Grant funds and provided to Affiliate Agency by the Mississippi Attorney General's Office, based on the attached executed equipment transfer form. Upon termination of this MOU, ownership of equipment, hardware, and other non-expendable items will revert to the Mississippi Attorney General's Office.

Supervision

The United States Department of Homeland Security will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its officers and agents assigned to the Task Force. ICAC investigations are a cooperative effort and investigative decisions will be a joint process guided by ICAC standards.

Liability

The United States Department of Homeland Security is responsible and liable for the acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own officers, agents or employees that occur within the scope of their official duties.

Reporting Statistics

Using a form, or process provided by the Mississippi Attorney General's Office, the United States Department of Homeland Security shall submit monthly statistics to the Mississippi Attorney General's Office on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the Internet. These statistics shall be submitted in the appropriate format by the 10th day of each month, and shall include data on all related investigations opened or closed during the month, as well as forensic examinations, technical/investigative assistance provided to other agencies, subpoenas and court orders issued, training hours attended and taught, and community outreach provided.

In addition, a breakdown of basic case data shall be included for each sexual exploitation of a minor (child pornography) case, and/or criminal solicitation of a minor (enticement/traveler) case investigated by the United States Department of Homeland Security. The Mississippi Attorney General's Office will then be responsible for all required reporting to OJJDP.

Training

The United States Department of Homeland Security shall make investigators designated as Task Force members available for applicable specialized training provided through the national ICAC program and other appropriate training programs. The Mississippi Attorney General's Office will review training requests and provide funding for ICAC-approved training when appropriate. Funding under this MOU is limited to the available funds that are received by the Mississippi Attorney General's Office under the OJJDP Grant program for the national ICAC program.

Confidentiality

The United States Department of Homeland Security agrees that any confidential information pertaining to investigations of Internet Crimes Against Children will be held in the strictest confidence and will only be shared with participating ICAC Task Force members or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

Effective Date

This agreement shall be effective on _____, 2024 and shall continue until such time as federal funding for the ICAC Task Force ends or the agreement is canceled by either party upon 30 days written notice delivered to both agency directors.

Entered into this _____ day of _____, 2024.

ICAC Task Force Affiliate-Department Head Signature

Attorney General- Mississippi Attorney General's Office

Mississippi ICAC Task Force Authorized Signature

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**APPENDIX A - ECONOMIC AND DEMOGRAPHIC INFORMATION
CITY OF SOUTHAVEN, MISSISSIPPI**

FISCAL YEAR 2023

General Description

The City of Southaven, Mississippi (the "**City**") is located in the north central part of DeSoto County (the "**County**"), which lies just south of the Tennessee border and east of the Mississippi River and Tunica County, Mississippi. The City is approximately five miles south of Memphis, Tennessee, and 200 miles northeast of Jackson, Mississippi, the state capital.

Southaven began as a part of Whitehaven, Tennessee, which was then an unincorporated suburb of Memphis. Whitehaven was annexed by Memphis, and the Mississippi portion of the suburb was incorporated in 1980. Since then, the City has doubled its land area, and its population has nearly tripled. It is one of the fastest growing cities in the southeast United States. Industries have been attracted to the area by the healthy economic environment and by the availability of a qualified labor force. These factors have helped make the City the business hub of DeSoto County; one of the highest grossing Wal-Mart stores in the entire chain is located in the City, as is the nation's largest Sam's Wholesale Club. Snowden Grove Park, home to the Snowden Grove Baseball Complex was completed in 2000 and attracts over 200,000 players and over 500,000 spectators to the area each year. It is an award winning, state-of-the-art, 17 baseball field facility that possesses features previously only found at professional stadiums.

Population

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

1990	2000	2010	2020	2022 Estimate
21,434	28,977	48,982	54,648	56,260

SOURCE: Census Data information at website: www.census.gov; January 2024.

Government

The Governing Body of the City is comprised of the Mayor and a seven-member Board of Aldermen, in whom the City's legislative powers are vested. The Mayor has the superintending control of all offices and affairs of the City and has the duty to see that the laws and ordinances of the City are executed. The Mayor and one of the Aldermen are elected at large; the other Aldermen are each elected from one of the City's six wards. All are elected for concurrent four-year terms and are not limited in the number of terms they may serve.

The members of the Governing Body are:

Name	Position	Current Position Held Since
Darren Musselwhite	Full-time Mayor	June 2013
Kristian Kelly	Ward 1 Alderman	July 2013
Charlie Hoots	Ward 2 Alderman	March 2018
William Jerome	Ward 3 Alderman	July 2021
Joel Gallagher	Ward 4 Alderman	July 2013
John David Wheeler	Ward 5 Alderman	July 2017
Raymond Flores	Ward 6 Alderman	July 2013
George Payne	Alderman – At - Large	July 2009

Transportation

Highways: Interstate Highway 55 provides a four-lane north/south corridor and is being upgraded to eight or 10 lanes from Stateline Road in the City to the City of Hernando. U.S. Highway 51 also runs north/south through the City. U.S. Highways 61 and 78 traverse other parts of the County. State Highways 301 and 302 and a number of county roads provide access to outlying areas.

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

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

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

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

Unemployment Statistics of the County

Year	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Annual Average
2018	3.6	4.0	3.6	3.6	3.8	4.7	4.3	4.1	3.8	3.7	3.7	4.0	3.9
2019	4.7	4.4	4.3	4.1	4.3	5.4	5.3	4.8	4.5	4.1	4.2	3.9	4.5
2020	4.4	4.2	5.0	10.2	8.1	7.6	7.1	5.9	5.6	4.7	4.7	4.5	6.0
2021	5.0	5.0	4.8	4.6	4.7	5.7	5.2	4.5	3.8	3.4	3.0	2.9	4.4
2022	3.8	3.5	2.9	2.9	3.1	3.9	3.8	3.3	3.2	2.9	3.0	2.7	3.2
2023	2.9	2.7	2.6	2.4	2.6	3.4	3.4	3.4	2.8	2.5	2.3	–	2.8

SOURCE: Mississippi Department of Employment Security: Labor Market Data at website: www.mdes.ms.gov; January 2024.

County Employment Statistics

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
RESIDENCE BASED EMPLOYMENT					
I. Civilian Labor Force	90,600	93,130	91,330	92,980	93,590
II. Unemployed	3,540	4,220	5,440	4,060	3,030
Rate	3.9	4.5	6.0	4.4	3.2
III. Employed	87,060	88,910	85,890	88,920	90,560
ESTABLISHMENT BASED EMPLOYMENT					
I. Manufacturing	4,480	4,530			
II. Non-manufacturing	60,500	61,720			
A. Agriculture, Forestry, Fishing & Hunting	0	0			
B. Mining	40	40			
C. Utilities	170	180			
D. Construction	2,240	2,300			
E. Wholesale Trade	3,330	3,400			
F. Retail Trade	10,080	9,820			
G. Transportation & Warehousing	10,870	11,420			
H. Information	320	450			
I. Finance & Insurance	1,100	1,120			
J. Real Estate, Rental & Leasing	540	500			
K. Prof., Scientific & Technical Service	980	960			
L. Management of Companies & Entertainment	250	280			
M. Administrative Support & Waste Management	6,850	6,980			
N. Educational Services	420	450			
O. Health Care & Social Assistance	6,100	6,400			
P. Arts, Entertainment & Recreation	800	850			
Q. Accommodation & Food Service	8,320	8,450			
R. Other Services (except Public Administration)	1,170	1,160			
S. Government	6,920	6,960			
Education	4,240	4,240			
III. Total Nonagricultural Employment	64,980	66,250			

SOURCE: Mississippi Department of Employment Security ("MDES"): Annual Averages: Labor Force and Establishment Based Employment 2011-2019, Labor Market Information Department at website: www.mdes.ms.gov; Last revision date of information 5/11/2020. Annual Averages 2020 Forward released May 2023, are limited to "Residence Based Amounts" and MDES no longer tracks data for "Establishment Based Employment". Information available as of January 2024.

Per Capita Income

Year	County	Mississippi	United States	County as Percentage of the United States
2022	52,264	46,370	65,470	80%
2021	51,890	46,577	64,430	81%
2020	47,190	42,513	59,153	80%
2019	43,839	39,157	55,547	79%
2018	41,811	37,624	53,309	78%

SOURCE: Bureau of Economic Analysis: Regional Economic Accounts at website: www.bea.gov, (BEA data last updated November 16, 2023). Information available as of January 2024.

Banking Institutions

Institutions	Total Assets
Cadence Bank ¹	\$ 48,523,010,000
BankPlus ²	7,584,571,000
The Citizens National Bank of Meridian ³	1,661,768,000
Community Bank of Mississippi ⁴	4,617,032,000
Planters Bank & Trust Company ⁵	2,014,058,000
First Commercial Bank ⁶	838,750,000
First Security Bank ⁷	7,543,919,000
First Horizon Bank ⁸	82,238,275,000
Guaranty Bank and Trust Company ⁹	2,097,306,000
Regions Bank ¹⁰	152,906,000,000
Renasant Bank ¹¹	17,188,076,000
Trustmark National Bank ¹²	18,388,480,000
Wells Fargo Bank, National Association ¹³	1,704,891,000,000

SOURCE: Obtained from the FDIC's website, <https://banks.data.fdic.gov/bankfind-suite/FinancialReporting/details>; assets stated as of Fiscal year end September 30, 2023. January 2024.

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- ¹ Headquartered in Tupelo, Mississippi.
 - ² Headquartered in Belzoni, Mississippi.
 - ³ Headquartered in Meridian, Mississippi.
 - ⁴ Headquartered in Flowood, Mississippi.
 - ⁵ Headquartered in Indianola, Mississippi.
 - ⁶ Headquartered in Jackson, Mississippi.
 - ⁷ Headquartered in Searcy, Arkansas.
 - ⁸ Headquartered in Memphis, Tennessee.
 - ⁹ Headquartered in Belzoni, Mississippi.
 - ¹⁰ Headquartered in Birmingham, Alabama.
 - ¹¹ Headquartered in Tupelo, Mississippi.
 - ¹² Headquartered in Jackson, Mississippi.
 - ¹³ Headquartered in Sioux Falls, South Dakota.

Major Employers

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

Employer	Employees	Product/Service
DeSoto County School District	3,872	Education
Amazon	3,300	E-Commerce Fulfillment Center
Milwaukee Electric Tool	3,000	Distribution of portable electric tools
Baptist Memorial Hospital	1,750	Healthcare
Williams-Sonoma	1,000	Distribution of specialty cooking products
Fed Ex Ground	800	Package sorting hub
Helen of Troy	600	Distribution of personal care products
Synnex	600	Manufacturing and distribution
Associated Wholesale Grocers	580	Distribution of Groceries
Methodist Olive Branch Hospital	450	Healthcare
McKesson	400	Distribution Center
Future Electronics	360	Electronic equipment & supplies

SOURCE: DeSoto County Economic Development Council at www.desotocounty.com. Information available as of January 2024.

Retail Sales for the City

State Fiscal Year Ended June 30	Amount
2023	\$1,639,788,507
2022	1,580,743,578
2021	1,474,065,787
2020	1,270,991,077
2019	1,295,787,396

SOURCE: Annual Reports for fiscal years indicated Mississippi Department of Revenue website: www.dor.ms.gov; January 2024.

Sales Tax Rebates from the State

State Fiscal Year Ended June 30	Amount
2023	\$19,068,666
2022	18,287,934
2021	16,552,399
2020	14,638,832
2019	15,083,433

SOURCE: Annual Reports for fiscal years indicated, Mississippi Department of Revenue website: www.dor.ms.gov; January 2024.

Educational Facilities

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

Scholastic Year	Enrollment
2023-2024	34,819
2022-2023	35,003
2021-2022	34,469
2020-2021	34,067
2019-2020	34,752

SOURCE: Office of Research and Statistics, Mississippi Department of Education's website: <http://reports.mde.k12.ms.us/data/>; January 2024.

TAX INFORMATION

Assessed Valuation

Assessment Year	Real Property	Personal Property ¹⁴	Public Utility Property	Total
2023	\$546,282,260	\$179,098,168	\$22,404,320	\$747,784,748
2022	616,147,151	74,400,804	19,462,404	710,010,359
2021	595,860,597	69,854,362	17,251,052	682,966,011
2020	453,395,396	158,342,212	16,137,401	627,875,009
2019	442,189,498	156,138,315	14,042,996	612,370,809

SOURCE: Office of the County Tax Assessor, February 2024.

Procedure for Property Assessments

The Tax Assessor of DeSoto County assesses all real and personal property subject to taxation in the County, including property in the City, except motor vehicles and property owned by public service corporations, both of which are required by law to be assessed by the MS Department of Revenue, formerly the State Tax Commission.

Section 21-33-9, Mississippi Code of 1972, as amended, provides that the governing authorities of a municipality which is located within a county having completed a countywide reappraisal approved by the MS Department of Revenue and which has been furnished a true copy of that part of the County assessment roll containing the property located within a municipality as provided in Section 27-35-167, Mississippi Code of 1972, as amended, shall adopt such assessment rolls for its assessment purposes. The City is utilizing the assessment rolls of the County.

The City may not correct or revise such assessment rolls except for the purpose of conforming the municipal assessment roll to corrections or revisions made to the County assessment roll. All objections to the municipal assessment roll may be heard by the Board of Supervisors of the County at the time and in the manner that objections to the County assessment roll are heard. The Board of Supervisors shall notify, in writing, the Governing Body and the Tax Assessor of the City of any corrections or revisions made by it to the part of the County assessment roll adopted as the municipal assessment roll.

Procedure for Tax Collections

Ad valorem taxes on real, personal, and utility property are due on February 1 of each year. A penalty in the amount of one percent (1%) per month is levied against all delinquent ad valorem taxes. In the event the taxes are not paid by August 5, the property is sold for taxes on the last Monday in August and upon the sale of any property for failure to pay ad valorem taxes, the owner has two years from the date of sale in which to redeem the property. Ad valorem taxes for motor vehicles (license plates) are due one year from the first day of the month in which the tag is acquired. A onetime late penalty in the amount of 25% of the amount of the taxes due is levied in the event the license plate is not acquired in the month in which it expires. Ad valorem receipts for motor vehicles are collected on a monthly basis.

The Mayor and Board of Aldermen, acting for and on behalf of the City, are required under the Act and the Bond Resolution to annually levy a special tax upon all taxable property within the City sufficient to provide for the payment of the principal of and the interest on the Bonds. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes will bear interest at the rate of 1% per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties, and costs may accrue. Both real property and personal property are subject to public tax sale.

¹⁴ Personal Property includes automobiles, other motor vehicles and mobile homes.

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

Ad Valorem Tax Collections

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)
2023	31,294,000	31,298,893.11	4,893.11
2022	30,048,390	30,049,158.00	768.00
2021	29,598,000	28,509,131.00	(1,088,869.00)
2020	30,435,000	28,644,072.00	(1,790,928.00)
2019	26,900,000	27,955,814.14	1,055,814.14

SOURCE: Office of the City Administrator, February 2024.

History of Assessed Valuation

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

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

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

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

Sections 27-35-15, *et seq.*, Mississippi Code of 1972, as amended, require county tax assessors to annually appraise all personal property subject to taxation and describe how the assessors are to obtain and maintain property lists and how to value the property. Section 27-35-50 of the Mississippi Code also requires determination of true value of all real property annually, and the MS Department of Revenue (the "Department") is given power to establish rules to facilitate implementation of appraisal and assessment.

Rule 6 of the Department's Property Tax Bureau set the tax roll year 1997 as a year of developing and adopting standards and minimum requirements for maintenance of property appraisal. Each county was to prepare a base property sales file and establish an update cycle of no more than four years, during which 100% of the tax parcels would be physically observed and notated on the county's property records. The Department has statutory authority to monitor each county's progress and to assure that each county's assessment records comply with acceptable standards.

DeSoto County has opted for the four-year cycle, established its base real and personal property sales files, and is in the midst of its second cycle of physically observing and notating all tax parcels.

Homestead Exemption

The Homestead Exemption Law of 1946, as amended, reduces the local tax burden on certain homes and provides partial replacement of the tax loss by revenues from other sources of taxation on the state level. Provisions of the homestead exemption law determine qualification, define ownership, and limit the amount of property that may come within the exemption. The exemption is not applicable to taxes levied to pay the Bonds, except as hereinafter noted.

Those homeowners who qualify for homestead exemption and who have reached the age of sixty-five (65) years on or before January 1 of the year for which the exemption is claimed, service-connected, totally disabled American veterans who were honorably discharged from military services, and those classified as disabled under the federal Social Security Act are exempt from any and all ad valorem taxes on qualifying homesteads not in excess of \$7,500 of assessed value. The tax loss resulting to the City from homestead exemptions is reimbursed by the MS Department of Revenue. However, in any year the City will not be reimbursed an amount in excess of one hundred six percent (106%) of the total net reimbursement made to the City in the previous year nor may any exemption exceed \$200.00 per qualified applicant.

Tax Levy per \$1000 Valuation*

	Year in Which Taxes Levied				
	2023-24	2022-23	2021-22	2020-21	2019-20
General Purpose	38.55	35.72	35.72	33.22	32.92
General Obligation Bond & Int. Sinking Fund	8.23	8.01	8.01	10.51	10.81
Library	0.00	0.00	0.00	0.00	0.00
Sanitation	0.00	0.00	0.00	0.00	0.00
Total	46.78	43.73	43.73	43.73	43.73

*Tax Levy is shown in mills.

SOURCE: Office of the City Administrator, February 2024.

DEBT INFORMATION

Legal Debt Limit Statement

(As of March 1, 2024)

	15% Debt	20% Debt
Authorized Debt Limit (Last Completed Assessment for Taxation \$747,784,748)	\$112,167,712	\$149,556,950
Present Debt Subject to Debt Limits	34,235,500	34,235,500
Margin for Further Debt Under Debt Limits	\$77,932,212	\$115,321,450

General Statutory Debt Limits Provisions

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

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

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

Outstanding General Obligation Bonded Debt

(As of March 1, 2024)

Issue	Date of Issue	Original Principal	Outstanding Principal
G.O. Refunding Bonds, 2012A	10/31/12	3,015,000	320,000
G.O. Bonds, Series 2013A	12/1/13	6,565,000	3,845,000
Taxable G.O. Bonds, Series 2013B	1/31/14	2,930,000	325,000
G.O. Refunding Bonds, Series 2015	4/09/15	6,870,000	1,555,000
MDB G.O. Refunding Bonds, Series 2017	12/21/17	3,620,000	1,026,500
MDB G.O. Bonds, Series 2017	12/21/17	6,000,000	3,820,000
G. O. Refunding Bonds, Series 2020	3/25/20	3,015,000	1,335,000
MDB G. O. Bonds, Series 2020	4/23/20	15,000,000	13,004,000
MDB G. O. Bonds, Series 2022	3/17/22	10,000,000	9,005,000
Total:			\$34,235,500

SOURCE: Office of the City Administrator, February 2024.

Additional Bonded Debt (not subject to Debt Limits)

(As of March 1, 2024)

Issue	Date of Issue	Original Principal	Outstanding Principal
Water & Sewer Revenue Refunding Bonds	05/03/16	\$13,350,000	\$6,650,000
Combined Water & Sewer System Revenue Bonds	12/03/20	4,710,000	\$3,550,000
Total			\$10,200,000

Other Long-Term Debt

(As of March 1, 2024)

Issue	Date of Issue	Original Principal	Outstanding Principal
Mississippi Development Bank Loan ¹⁵	03/31/14	7,945,000	0

SOURCE: Office of the City Administrator, February 2024.

Other Outstanding Debt

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

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

¹⁵The City borrowed \$7,945,000 from the Bank on March 31, 2014, for refunding of various outstanding Bank debt. The loan is secured by revenues of the City.

Annual Debt Service Requirements

FY Ending September 30	General Obligation Debt		
	Principal	Interest	Total
2024	4,572,000.00	1,120,539.51	5,692,539.51
2025	4,439,000.00	985,663.75	5,424,663.75
2026	3,631,000.00	860,767.00	4,491,767.00
2027	2,944,000.00	757,472.50	3,701,472.50
2028	3,055,000.00	662,407.50	3,717,407.50
2029	2,857,000.00	567,364.25	3,424,364.25
2030	2,958,000.00	477,438.50	3,435,438.50
2031	1,879,000.00	408,029.75	2,287,029.75
2032	1,928,000.00	354,869.75	2,282,869.75
2033	1,987,000.00	299,342.00	2,286,342.00
2034	2,042,000.00	241,301.50	2,283,301.50
2035	1,643,000.00	188,834.00	1,831,834.00
2036	1,689,000.00	142,065.00	1,831,065.00
2037	1,740,000.00	93,072.00	1,833,072.00
2038	922,000.00	56,928.00	978,928.00
2039	944,000.00	34,536.00	978,536.00
2040	967,000.00	11,604.00	978,604.00
Totals:	\$40,197,000.00	\$7,262,235.01	\$47,459,235.01

<u>General Obligation Bonded Debt</u>	Fiscal Year Ended September 30				
	2023	2022	2021	2020	2019
General Obligation Public Improvement Bonds (07/01/08)	-0-	-0-	-0-	-0-	2,245,000
General Obligation Refunding Bonds (04/16/09)	-0-	-0-	-0-	355,000	1,095,000
General Obligation Bonds (02/26/10)	-0-	-0-	-0-	295,000	580,000
General Obligation Refunding Bonds (11/30/10)	-0-	-0-	-0-	245,000	1,530,000
General Obligation Refunding Bonds (02/17/11)	-0-	-0-	360,000	715,000	1,055,000
General Obligation W&S Refunding Bonds (10/31/12)	285,000	565,000	835,000	1,095,000	1,350,000
General Obligation Refunding Bonds 2012A (10/31/12)	635,000	940,000	1,240,000	1,530,000	1,820,000
General Obligation Bonds (11/29/12)	-0-	315,000	620,000	920,000	1,215,000
General Obligation Bonds 2013A (12/19/13)	4,160,000	4,465,000	4,760,000	5,045,000	5,320,000
General Obligation Bonds 2013B (01/13/14)	635,000	935,000	1,220,000	1,495,000	1,760,000
General Obligation Refunding Bonds 2015 (4/09/15)	2,295,000	3,020,000	3,730,000	4,425,000	5,105,000
General Obligation Refunding Bonds 2017 (12/21/17)	2,779,000	3,131,000	3,471,000	3,501,000	3,531,000
General Obligation Bonds 2017 (12/21/17)	4,390,000	4,945,000	5,480,000	6,000,000	6,000,000
General Obligation Note 2018 (7/31/18)	-0-	-0-	1,354,528	2,672,034	3,953,530
General Obligation Refunding Bonds 2020 (3/25/20)	1,840,000	2,330,000	2,800,000	3,015,000	-0-
General Obligation Bonds 2020 (4/23/20)	13,663,000	14,306,000	14,792,000	15,000,000	-0-
General Obligation Bonds 2022 (3/17/22)	9,515,000	10,000,000	-0-	-0-	-0-
Totals	\$40,197,000	\$44,952,000	\$40,662,528	\$46,308,034	\$36,734,530

Debt Ratios

FY Ended September 30	General Obligation Debt	General Obligation Debt to Assessed Value
2023	\$40,197,000	5.38%
2022	44,952,000	6.33
2021	40,662,528	5.95
2020	46,308,034	7.38
2019	36,734,530	5.99

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EXHIBIT A

Event Notice

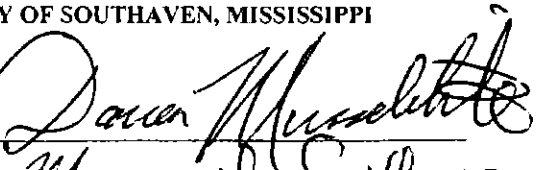
The City certifies that none of the event notices have occurred with respect to the Bonds:

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

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

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

CITY OF SOUTHAVEN, MISSISSIPPI

By: 

Title: Mayer of Southaven

Dated: 1-25-24

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

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



Submission ID: P21352979

Submission Date: 3/25/2024 1:43 PM

Status: PUBLISHED

Disclosure Categories

Rule 15c2-12 Disclosure

Annual Financial Information and Operating Data: FY 2023 Appendix A (City Information) - City of Southaven, MS, for the year ended 09/30/2023

Document

File	Period Date
FY 2023 Appendix A (City Information) - City of So	03/25/2024

Associated Securities

The following are associated with this continuing disclosure submission.

CUSIP-6	Issuer Name
60534X	MISSISSIPPI DEVELOPMENT BANK
841217	CITY OF SOUTHAVEN, MISSISSIPPI
841216	CITY OF SOUTHAVEN, MISSISSIPPI
60534W	MISSISSIPPI DEVELOPMENT BANK
60534T	MISSISSIPPI DEVELOPMENT BANK

Total CUSIPs associated with this submission: 133

The disclosure will be published for the following securities.

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534XMK9	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2023	5
60534XML7	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2024	5
60534XMM5	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2025	5
60534XMN3	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2026	5
60534XMP8	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2027	5
60534XMQ6	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2028	5
60534XMR4	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2029	4.25

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534XMS2	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2030	2.65
60534XMT0	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2031	2.77
60534XMU7	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2032	2.87
60534XMV5	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2033	3
60534XMW3	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2034	3.1
60534XMX1	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2035	3.2
60534XMY9	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2036	3.3
60534XMZ6	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2037	3.4
841217CH3	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2021	1.5
841217CJ9	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2022	2
841217CK6	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2023	2
841217CL4	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2024	2
841217CM2	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2025	2
841217CN0	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2026	2
841217CP5	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2027	1.5
841217CQ3	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2028	1.625
841217CR1	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2029	1.625
841217CS9	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2030	1.75
841217CT7	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2031	2
841216WY6	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2020	3
841216WZ3	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2021	3
841216XA7	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2022	3
841216XB5	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2023	3
841216XC3	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2024	3
841216XD1	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2025	3
841216XE9	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2026	3
841216XF6	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2027	3
60534WRX8	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2021	3
60534WRY6	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2022	3

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534WRZ3	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2023	3
60534WSA7	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2024	3
60534WSB5	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2025	3
60534WSC3	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2026	3
60534WSD1	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2027	3
60534WSE9	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2028	3
60534WSF6	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2029	4
60534WSG4	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2030	4
841217BS0	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2017	2
841217BT8	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2018	2
841217BU5	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2019	2
841217BV3	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2020	2
841217BW1	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2021	3
841217BX9	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2022	5
841217BY7	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2023	5
841217BZ4	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2024	5
841217CA8	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2025	5
841217CB6	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2026	5
841217CC4	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2027	4
841217CD2	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2028	4
841217CE0	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2029	4
841217CF7	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2030	4
841217CG5	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2031	4
841216WM2	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2015	2
841216WN0	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2016	2
841216WP5	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2017	2
841216WQ3	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2018	2
841216WR1	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2019	2
841216WS9	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2020	2
841216WT7	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2021	2

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
841216WU4	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2022	2.25
841216WV2	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2023	2.5
841216WW0	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2024	3
841216WX8	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2025	3
60534TVU6	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2015	5
60534TVV4	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2016	2.5
60534TVW2	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2017	2
60534TVX0	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2018	2
60534TVY8	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2019	2
60534TVZ5	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2020	2
60534TWA9	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2021	2.5
60534TWB7	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2022	2.75
60534TWD3	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2024	3
841216VR2	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2014	2.5
841216VS0	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2015	2.5
841216VT8	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2016	2.5
841216VU5	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2017	2.5
841216VV3	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2018	2.5
841216VW1	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2019	2.5
841216VX9	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2020	2.5
841216VY7	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2021	2.5
841216VZ4	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2022	2.5
841216WA8	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2023	2.5
841216WB6	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2024	2.5
841216WC4	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2025	3
841216WD2	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2026	3
841216WE0	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2027	3
841216WF7	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2028	3
841216WG5	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2029	3.25
841216WH3	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2030	3.5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
841216WJ9	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2031	3.5
841216WK6	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2032	3.5
841216WL4	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2033	3.5
841216VF8	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2013	1.25
841216VG6	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2014	1.25
841216VH4	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2015	1.25
841216VJ0	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2016	1.25
841216VK7	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2017	1.25
841216VL5	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2018	1.25
841216VM3	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2019	1.25
841216VN1	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2020	1.375
841216VP6	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2021	1.5
841216VQ4	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2022	1.7
841216UF9	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2012	1
841216UG7	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2013	1
841216UH5	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2014	1.5
841216UJ1	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2015	2
841216UK8	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2016	2
841216UL6	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2017	2
841216UM4	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2018	2
841216UN2	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2019	2
841216UP7	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2020	2
841216UQ5	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2021	2
841216UR3	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2022	2
841216US1	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2023	2.125
841216UT9	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2024	2.25
841216UU6	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2013	1
841216UV4	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2014	1.5
841216UW2	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2015	2
841216UX0	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2016	2
841216UY8	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2017	2
841216UZ5	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2018	2
841216VA9	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2019	2

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
841216VB7	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2020	2
841216VC5	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2021	2
841216VD3	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2022	2
841216VE1	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2023	2.125

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**APPENDIX B
THE WATER AND SEWER SYSTEM
CITY OF SOUTHAVEN, MISSISSIPPI
FISCAL YEAR 2023 INFORMATION**

General

The City of Southaven, Mississippi (the "City") owns and operates the System through its Utilities Department. The water portion of the System utilizes 13 wells and five treatment facilities, a total estimated capacity of 16.7 million gallons per day and average daily usage of 6 million gallons per day. The peak load is 9 million gallons per day.

The City's sewage is collected throughout the city and sent to the Memphis Regional Wastewater System and to the Desoto County Regional Utility Authority for treatment.

Water and Sewer Utility Fund

The System is maintained as a separate accounting entity. The Utility Fund is used to account for water and sewer services provided to residents of the City. All activities necessary to provide such services are accounted for in this fund, including administration, engineering, pumping and purification, transmission and distribution, financing and debt service, and billing and collections.

Management of the System

The System is operated by the City's Utility Division under administrative control of the Mayor. The City Clerk and the Chief Financial Officer of the City maintain the books of accounts and prepares financial statements for the System.

Establishment of Rates

Rates for water services are established by the Governing Body and shall only be changed or amended by the Board of Aldermen. During any time that any indebtedness is outstanding with a lien on the revenues of the System, the Governing Body must consider, among other things, the rate covenant contained in the applicable resolutions and/or any other governing documents secured by such indebtedness.

Rate Structure

The existing Utility Rates, effective October 1, 2023, are summarized below:

Residential Rates:

Water:	\$2.89 per 100 cubic feet
Sewer:	\$2.96 per 100 cubic feet

Other Residential Fees:

¾" Tap Fee:	\$700.00
1" Tap Fee:	\$800.00
2" Tap Fee:	\$1,500.00
Irrigation Tee: 1" -	\$350.00; ¾" - \$300.00
Cut-Off Fee:	\$25.00
Pull Meter Fee:	\$75.00

Commercial Rates:

Water:	\$3.85 per 100 cubic feet
Sewer:	\$4.44 per 100 cubic feet

Other Commercial Fees:

¾" Tap Fee: \$950.00
1" Tap Fee: \$1000.00
1 ½" Tap Fee: \$1,300
2" Tap Fee: \$1,900.00
3" Tap Fee: \$2,100.00
4" Tap Fee: \$4,000.00
6" Tap Fee: \$6,000.00
Cut-Off Fee: \$25.00
Pull Meter Fee: \$75.00

Sewer Tap Fees:

Inside Basin: \$1,400.00
Outside Basin: \$2,050.00

Fire Tap Fees:

8" Water Line or smaller: \$1,000.00
10" Water Line or larger: \$2,000.00

Largest Users See Exhibit A.

Litigation and Claims Affecting the System and the City

System Litigation. A portion of the City of Southaven's wastewater is transported by the Horn Lake Creek Interceptor Sewer District ("District") to the City of Memphis. The District is under contract with the City of Memphis whereby the City of Memphis provides the treatment for the wastewater transferred by the District. In September of 2023, in response to a lawsuit filed by the City of Memphis against the District regarding the contract, the Federal District Court of the Western District of Tennessee ruled that the contract between the District and City of Memphis expired in September of 2023 and that the District has until September 30, 2031 to redirect the wastewater from the City of Memphis for treatment. While, the City of Southaven was not a party to the litigation, the re-routing by the District will create extra costs; thus, an increase in the City of Southaven's utility rates to its citizens.

Other Litigation. Currently there are no pending or threatened lawsuits, claims or other proceedings (private, governmental or otherwise) pertaining to the City.

The outstanding debt of the System as of September 30, 2023 is listed below:

Bonds Outstanding¹	Outstanding Principal
Water & Sewer Revenue Refunding Bonds (05/03/16)	\$7,745,000
Combined Water & Sewer System Revenue Bonds (12/03/20)	3,945,000
Total Bonds:	\$11,690,000
SRF and DWI Loans²	
DWI 04	\$85,499
DWI 05	\$296,142
DWI 06	\$793,028
DWI 07	\$420,235
DWI 08	\$756,275
SRF 01	\$4,346,338
SRF 02	\$2,370,910
SRF 03	\$822,848
Total Loans:	\$9,891,275

¹ Balances as of October 1, 2023.

² Balances as of October 1, 2023.

EXHIBIT A – LARGEST SYSTEM USERS- FISCAL YEAR 2023³

Name	Water (gallons monthly)	Sewer (gallons monthly)
TERRACES AT SOUTHAVEN	941,052	941,052
BAPTIST MEMORIAL HEALTH CARE CORP – DESOTO	335,773	335,773
ASSOCIATED WHOLESALE	615,088	615,088
BAPTIST MEMORIAL HOSPITAL	265,265	265,265
DIVERSI CARE OF SOUTHAVEN	185,006	185,006
GLIDEXPRESS	145,687	145,687
RED LOBSTER RESTAURANT	142,082	142,082
DESOTO HEALTHCARE INC	128,325	128,325

³ SOURCE: City Finance Director, February 2024. Note: These figures are a monthly average for a 12-month period from November 2022 to October 2023.



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Status: PUBLISHED

Disclosure Categories

Rule 15c2-12 Disclosure

Annual Financial Information and Operating Data: FY 2023 Appendix B (System Information) - City of Southaven, MS, for the year ended 09/30/2023

Document

File	Period Date
FY 2023 Appendix B (System Information) - City of	03/05/2024

Associated Securities

The following are associated with this continuing disclosure submission.

CUSIP-6	Issuer Name
60534X	MISSISSIPPI DEVELOPMENT BANK
841217	CITY OF SOUTHAVEN, MISSISSIPPI
841216	CITY OF SOUTHAVEN, MISSISSIPPI
60534W	MISSISSIPPI DEVELOPMENT BANK
80534T	MISSISSIPPI DEVELOPMENT BANK

Total CUSIPs associated with this submission: 133

The disclosure will be published for the following securities.

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534XMK9	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2023	5
60534XML7	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2024	5
60534XMM5	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2025	5
60534XMN3	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2026	5
60534XMP8	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2027	5
60534XMQ6	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2028	5
60534XMR4	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2029	4.25

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534XMS2	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2030	2.65
60534XMT0	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2031	2.77
60534XMU7	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2032	2.87
60534XMV5	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2033	3
60534XMW3	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2034	3.1
60534XMX1	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2035	3.2
60534XMY9	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2036	3.3
60534XMZ6	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2037	3.4
841217CH3	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2021	1.5
841217CJ9	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2022	2
841217CK6	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2023	2
841217CL4	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2024	2
841217CM2	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2025	2
841217CN0	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2026	2
841217CP5	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2027	1.5
841217CQ3	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2028	1.625
841217CR1	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2029	1.625
841217CS9	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2030	1.75
841217CT7	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2031	2
841216WY6	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2020	3
841216WZ3	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2021	3
841216XA7	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2022	3
841216XB5	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2023	3
841216XC3	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2024	3
841216XD1	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2025	3
841216XE9	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2026	3
841216XF6	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2027	3
60534WRX8	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2021	3
60534WRY6	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2022	3

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534WRZ3	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2023	3
60534WSA7	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2024	3
60534WSB5	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2025	3
60534WSC3	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2026	3
60534WSD1	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2027	3
60534WSE9	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2028	3
60534WSF6	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2029	4
60534WSG4	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2030	4
841217BS0	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2017	2
841217BT8	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2018	2
841217BU5	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2019	2
841217BV3	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2020	2
841217BW1	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2021	3
841217BX9	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2022	5
841217BY7	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2023	5
841217BZ4	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2024	5
841217CA8	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2025	5
841217CB6	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2026	5
841217CC4	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2027	4
841217CD2	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2028	4
841217CE0	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2029	4
841217CF7	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2018	02/01/2030	4
841217CG5	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2031	4
841216WM2	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2015	2
841216WN0	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2016	2
841216WP5	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2017	2
841216WQ3	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2018	2
841216WR1	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2019	2
841216WS9	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2020	2
841216WT7	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2021	2

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
841216WU4	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2022	2.25
841216WV2	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2023	2.5
841216WW0	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2024	3
841216WX8	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2025	3
60534TVU6	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2015	5
60534TVV4	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2016	2.5
60534TVW2	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2017	2
60534TVX0	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2018	2
60534TVY8	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2019	2
60534TVZ5	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2020	2
60534TWA9	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2021	2.5
60534TWB7	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2022	2.75
60534TWD3	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2024	3
841216VR2	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2014	2.5
841216VS0	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2015	2.5
841216VT8	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2016	2.5
841216VU5	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2017	2.5
841216VV3	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2018	2.5
841216VW1	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2019	2.5
841216VX9	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2020	2.5
841216VY7	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2021	2.5
841216VZ4	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2022	2.5
841216WA8	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2023	2.5
841216WB6	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2024	2.5
841216WC4	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2025	3
841216WD2	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2026	3
841216WE0	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2027	3
841216WF7	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2028	3
841216WG5	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2029	3.25
841216WH3	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2030	3.5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
841216WJ9	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2031	3.5
841216WK6	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2032	3.5
841216WL4	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2033	3.5
841216VF8	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2013	1.25
841216VG6	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2014	1.25
841216VH4	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2015	1.25
841216VJ0	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2016	1.25
841216VK7	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2017	1.25
841216VL5	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2018	1.25
841216VM3	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2019	1.25
841216VN1	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2020	1.375
841216VP6	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2021	1.5
841216VQ4	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2022	1.7
841216UF9	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2012	1
841216UG7	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2013	1
841216UH5	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2014	1.5
841216UJ1	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2015	2
841216UK8	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2016	2
841216UL6	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2017	2
841216UM4	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2018	2
841216UN2	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2019	2
841216UP7	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2020	2
841216UO5	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2021	2
841216UR3	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2022	2
841216US1	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2023	2.125
841216UT9	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2024	2.25
841216UU6	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2013	1
841216UV4	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2014	1.5
841216UW2	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2015	2
841216UX0	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2016	2
841216UY8	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2017	2
841216UZ5	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2018	2
841216VA9	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2019	2

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
841216VB7	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2020	2
841216VC5	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2021	2
841216VD3	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2022	2
841216VE1	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2023	2.125
Submitter's Contact Information Issuer's Contact Information Obligated Person's Contact Information BUTLER SNOW LLP Name: PAMELA WILDER Address: P. O. BOX 6010 City, State Zip: RIDGELAND, MS 39158 Phone Number: 6019854335 Email: pamela.wilder@butlersnow.com				

**RESOLUTION FIXING THE AD VALOREM TAX LEVY ON REAL AND
PERSONAL PROPERTY FOR TAXES
AND ESTABLISHING THE BUDGET**

**Appropriations and Expenditures for the Fiscal Year 2023-2024
FOR THE CITY OF SOUTHAVEN, MISSISSIPPI**

**BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF SOUTHAVEN, MISSISSIPPI**

SECTION 1. That for the Fiscal Year beginning October 1, 2023, there shall be and there is hereby levied on all taxable property, Real and Personal, within the corporate limits of the City of Southaven, Mississippi for Ad Valorem taxes for municipal purposes as indicated, the following levies to be collected upon each dollar of assessed value as shown upon the Real and Personal Ad Valorem assessment rolls of the City of Southaven as to such property within the city limits, to-wit:

FOR GENERAL REVENUE PURPOSES:

THIRTY-EIGHT POINT FIFTY FIVE (38.55) MILLS

**SECTION 27-39-307 AND 83-3-37 PARAGRAPH 5 OF THE MISSISSIPPI CODE
OF 1972**

FOR DEBT RETIREMENT OF GENERAL OBLIGATION BONDS:

EIGHT POINT TWO THREE (8.23) MILLS

SECTION 21-33-45 OF THE MISSISSIPPI CODE OF 1972

TOTAL FOR SAID MUNICIPAL PURPOSES:

FORTY-THREE POINT SEVENTY EIGHT (46.78) MILLS

***FOR PARKS AND LIBRARY DEBT MILLAGE APPLIED TO EXEMPT BUSINESS AS PER
AD VALOREM TAX ABATEMENT PURPOSES:***

NINETEEN POINT NINE FOUR (19.94) MILLS

SECTION 27-39-329 OF THE MISSISSIPPI CODE OF 1972

WHEREAS, the Mayor and the Board of Aldermen of the City of Southaven, Mississippi, wish to prepare and publish a summarized budget of the municipal revenues and expense estimated for the fiscal year 2023-2024; and

WHEREAS, the budget herein shall be for the period beginning from October 1, 2023 and ending September 30, 2024; and

WHEREAS, the "Municipal Budget Law" of the State of Mississippi provides that said budget shall be adopted and approved as finally determined by governing authorities being the Mayor and Board of Aldermen of the City of Southaven, Mississippi; now therefore,

**BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF
SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI, AS FOLLOWS:**

	Budget for
Fund Description	FYE 9/30/2024
GENERAL FUND	
REVENUE	
GENERAL PROPERTY TAXES	\$ (29,700,000)
LICENSES & PERMITS	(8,150,000)
INTERGOVERNMENTAL	(26,569,000)
CHARGES FOR SERVICES	(4,434,000)
FINES	(3,535,000)
FRANCHISE TAXES	(1,965,000)
GRANTS	(1,150,000)
OTHER	(663,000)
TOTAL REVENUE	\$ (68,831,000)
EXPENDITURES	
GENERAL GOVERNMENT	
PERSONNEL SERVICES	5,152,600
SUPPLIES	222,250
OTHER SERVICES & CHARGES	14,623,150
TOTAL GENERAL GOVERNMENT	19,998,000
PUBLIC SAFETY	
POLICE	
PERSONNEL SERVICES	18,229,000
SUPPLIES	736,000
OTHER SERVICES & CHARGES	1,463,100
TOTAL POLI CE	20,428,100
FIRE	
PERSONNEL SERVICES	12,847,000
SUPPLIES	350,500
OTHER SERVICES & CHARGES	940,000
TOTAL FIRE	14,137,500
TOTAL PUBLIC SAFETY	34,565,600

PUBLIC WORKS

PERSONNEL SERVICES	1,629,000
SUPPLIES	438,500
OTHER SERVICES & CHARGES	343,000
TOTAL PUBLIC WORKS	2,410,500

CULTURE & RECREATION

PERSONNEL SERVICES	3,995,700
SUPPLIES	843,000
OTHER SERVICES & CHARGES	2,647,500
TOTAL CULTURE & RECREATION	7,486,200

HEALTH & WELFARE

PERSONNEL SERVICES	359,200
SUPPLIES	26,000
OTHER SERVICES & CHARGES	47,000
TOTAL HEALTH & WELFARE	332,200

CAPITAL OUTLAY 3,938,500

TOTAL EXPENDITURES 68,831,000

NON REVENUE RECEIPTS

PRIOR YEAR OBLIGATED CASH -

TOTAL EXP& YEAR END BALANCE -

**BOND FUNDED CAPITAL
PROJECTS FUND****REVENUE**

OTHER	(50,000)
TOTAL REVENUES	(50,000)

EXPENDITURES

BOND FUNDED CAPITAL PROJECT	3,437,000
TOTAL EXPENDITURES	3,437,000

NON REVENUE RECEIPTS

PRIOR YEAR OBLIGATED CASH	(3,387,000)
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TOTAL AVAILABLE RECEIPTS	(3,387,000)
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TOTAL EXP& YEAR END BALANCE	-
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TOURISM FUND

REVENUE

INTERGOVERNMENTAL	(3,300,000)
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OTHER	(290,000)
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TOTAL REVENUES	(3,590,000)
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EXPENDITURES

PARK IMPROVEMENTS	3,287,500
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OTHER	302,500
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TOTAL EXPENDITURES	3,590,000
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NON REVENUE RECEIPTS

PRIOR YEAR OBLIGATED CASH	-
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TOTAL EXP & YEAR END BAL	-
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DEBT SERVICE FUND

REVENUE

GENERAL PROPERTY TAX	(5,940,000)
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TOTAL REVENUE	(5,940,000)
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EXPENDITURES

DEBT SERVICE	5,940,000
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TOTAL EXPENDITURES	5,940,000
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TOTOAL EXP & YEAR END BAL	-
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AMPHITHEATER FUND

REVENUE

TICKET REVENUE (3,250,000)

OTHER REVENUE (750,000)

TOTAL REVENUE (4,000,000)

EXPENDITURESPROFESSIONAL SERVICES 4,000,000

TOTAL EXPENDITURES 4,000,000

TOTAL EXP & YEAR END BAL -

UTILITY FUND

REVENUES

CHARGES FOR SERVICES (15,198,000)

OTHER (167,000)

NON REVENUE RECEIPTS -

TOTAL REVENUES (15,365,200)

EXPENDITURES

PERSONNEL SERVICES 2,732,335

SUPPLIES 882,500

CAPITAL OUTLAY 2,192,936

DEBT SERVICE 3,588,929

OTHER SERVICES & CHARGES 5,968,500

TOTAL EXPENDITURES 15,365,200

TOTAL EXP & YEAR END BAL -

SANITATION FUND

REVENUESCHARGES FOR SERVICES (3,000,000)

TOTAL REVENUES (3,000,000)

EXPENDITURES

PERSONNEL SERVICES 153,190

PROFESSIONAL SERVICES 2,846,810

TOTAL EXPENDITURES 3,000,000

TOTAL EXP & YEAR END BAL -

SECTION 2. It is hereby authorized by the Mayor and Board of Aldermen the funds as herein provided shall be appropriated for the provision of municipal services in the City of Southaven, DeSoto County, Mississippi, for the fiscal period 2023-2024.

SECTION 3. The above funds are set forth herein in the budget summary concerning both appropriations and expenditures.

SECTION 4. The Utility Rates for the City of Southaven shall be:

Residential

Water: \$2.89/100 cubic feet

Sewer: \$2.96/100 cubic feet

¾" Tap Fee: \$700

1" Tap Fee: \$800

2" Tap Fee: \$1,500

Irrigation Tee: 1" - \$350 ¾" - \$300

Cut-Off Fee: \$25.00

Pull Meter Fee: \$75

Commercial

Water: \$3.85/100 cubic feet

Sewer: \$4.44/100 cubic feet

¾" Tap Fee: \$950.00

1" Tap Fee: \$1000.00

1 ½" Tap Fee: \$1,300

2" Tap Fee: \$1,900.00

3" Tap Fee: \$2,100.00

4" Tap Fee: \$4,000.00

6" Tap Fee: \$6,000.00

Cut-Off Fee: \$25.00

Pull Meter Fee: \$75.00

Sewer Tap Fees

Inside Basin: \$1,400.00

Outside Basin: \$2,050.00

Fire Tap Fees

8" Water Line or Smaller: \$1,000.00

10" Water Line or Larger: \$2,000.00

These rates are to be effective October 1, 2023 and shall only be amended by the Southaven Board of Alderman.

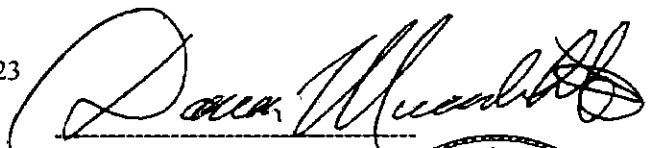
SECTION 5. The sanitation rate for the City of Southaven shall be: \$12.00 per month.

SECTION 6. The Municipal Budget for the City of Southaven, DeSoto County, Mississippi, presented and reviewed at this public meeting for the fiscal year 2023-2024 shall be published according to law and be in full force and effect after passage.

SECTION 7. The Motion to adopt the budget and establish the millage rate as presented being made by Alderman Flores with a second by Alderman Wheeler with the following aldermen being present and voting thereon as follows:

Alderman Hoots	NO
Alderman Jerome	YES
Alderman Payne	YES
Alderman Wheeler	YES
Alderman Kelly	YES
Alderman Flores	YES
Alderman Gallagher	YES

RESOLVED THIS 12th DAY OF SEPTEMBER 2023


Darren Musselwhite, Mayor


Andrea Mullen, City Clerk



CERTIFICATE

I, Andrea Mullen, clerk of the City of Southaven, Mississippi do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted at a Regular Meeting of the Mayor and Board of Aldermen on Tuesday, September 12, 2023, and duly appears of record in Minute book 77 of the proceedings of the said Mayor and Board of Aldermen.

This the 14th day of September 2023

**RESOLUTION FIXING THE AD VALOREM
TAX LEVY ON REAL AND
PERSONAL PROPERTY FOR TAXES
AND ESTABLISHING THE BUDGET**

Appropriations and Expenditures for the Fiscal Year 2023-2024

FOR THE CITY OF SOUTHAVEN, MISSISSIPPI

BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI

SECTION 1. That for the Fiscal Year beginning October 1, 2023, there shall be and there is hereby levied on all taxable property, Real and Personal, within the corporate limits of the City of Southaven, Mississippi for Ad Valorem taxes for municipal purposes as indicated, the following levies to be collected upon each dollar of assessed value as shown upon the Real and Personal Ad Valorem assessment rolls of the City of Southaven as to such property within the city limits, to-wit:

FOR GENERAL REVENUE PURPOSES: THIRTY-EIGHT POINT FIFTY FIVE (38.55) MILLS SECTION 27-39-307 AND 80-3-37 PARAGRAPH 5 OF THE MISSISSIPPI CODE OF 1972

FOR DEBT RETIREMENT OF GENERAL OBLIGATION BONDS: EIGHT POINT TWO THREE (8.23) MILLS SECTION 21-31-45 OF THE MISSISSIPPI CODE OF 1972

TOTAL FOR SAID MUNICIPAL PURPOSES: FORTY-THREE POINT SEVENTY EIGHT (46.78) MILLS

FOR PARKS AND LIBRARY DEBT MILLAGE APPLIED TO EXEMPT BUSINESS AS PER AD VALOREM TAX ABATEMENT PURPOSES: NINETEEN POINT NINE FOUR (19.94) MILLS SECTION 27-39-329 OF THE MISSISSIPPI CODE OF 1972

WHEREAS, the Mayor and the Board of Aldermen of the City of Southaven, Mississippi, wish to prepare and publish a summarized budget of the municipal revenues and expense estimated for the fiscal year 2023-2024, and

WHEREAS, the budget herein shall be for the period beginning from October 1, 2023 and ending September 30, 2024; and

WHEREAS, the "Municipal Budget Law" of the State of Mississippi provides that said budget shall be adopted and approved as finally determined by governing authorities being the Mayor and Board of Aldermen of the City of Southaven, Mississippi; now therefore,

BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI, AS FOLLOWS:

Budget for	
Fund Description	FYE 9/30/2024
GENERAL FUND	
REVENUE	
GENERAL PROPERTY TAXES	\$ (29,700,000)
LICENSES & PERMITS	(8,150,000)
INTERGOVERNMENTAL	(26,569,000)
CHARGES FOR SERVICES	(4,834,000)
FINES	(3,535,000)
FRANCHISE TAXES	(1,565,000)
GRANTS	(1,150,000)
OTHER	(663,000)
TOTAL REVENUE	\$ (68,631,000)
EXPENDITURES	
GENERAL GOVERNMENT	
PERSONNEL SERVICES	5,152,600
SUPPLIES	222,250
OTHER SERVICES & CHARGES	14,623,150
TOTAL GENERAL GOVERNMENT	19,998,000
PUBLIC SAFETY	
POLICE	
PERSONNEL SERVICES	18,229,000
SUPPLIES	730,000
OTHER SERVICES & CHARGES	1,463,100
TOTAL POLICE	20,422,100
FIRE	
PERSONNEL SERVICES	12,847,000
SUPPLIES	350,500
OTHER SERVICES & CHARGES	940,000
TOTAL FIRE	14,137,500
TOTAL PUBLIC SAFETY	34,565,600

PUBLIC WORKS	
PERSONNEL SERVICES	1,629,000
SUPPLIES	438,500
OTHER SERVICES & CHARGES	343,000
TOTAL PUBLIC WORKS	2,410,500

CULTURE & RECREATION	
PERSONNEL SERVICES	3,995,700
SUPPLIES	843,000
OTHER SERVICES & CHARGES	2,647,500
TOTAL CULTURE & RECREATION	7,486,200

HEALTH & WELFARE	
PERSONNEL SERVICES	359,200
SUPPLIES	26,000
OTHER SERVICES & CHARGES	47,000
TOTAL HEALTH & WELFARE	432,200

CAPITAL OUTLAY	
	1,938,500
TOTAL EXPENDITURES	68,831,000

NON REVENUE RECEIPTS	
PRIOR YEAR OBLIGATED CASH	
TOTAL EXP & YEAR END BALANCE	-

BOND FUNDED CAPITAL PROJECTS FUND	
REVENUE	
OTHER	(50,000)
TOTAL REVENUES	(50,000)
EXPENDITURES	
BOND FUNDED CAPITAL PROJECT	3,437,000
TOTAL EXPENDITURES	3,437,000

NON REVENUE RECEIPTS	
PRIOR YEAR OBLIGATED CASH	(3,387,000)
TOTAL AVAILABLE RECEIPTS	(3,387,000)
TOTAL EXP & YEAR END BALANCE	-
TOURISM FUND	
REVENUE	
INTERGOVERNMENTAL	(3,100,000)
OTHER	(290,000)
TOTAL REVENUES	(3,390,000)
EXPENDITURES	
PARK IMPROVEMENTS	3,287,500
OTHER	302,500
TOTAL EXPENDITURES	3,590,000

NON REVENUE RECEIPTS	
PRIOR YEAR OBLIGATED CASH	-
TOTAL EXP & YEAR END BAL	-
DEBT SERVICE FUND	
REVENUE	
GENERAL PROPERTY TAX	(5,940,000)
TOTAL REVENUE	(5,940,000)
EXPENDITURES	
DEBT SERVICE	5,940,000
TOTAL EXPENDITURES	5,940,000
TOTAL EXP & YEAR END BAL	-

AMPHITHEATER FUND	
REVENUE	
TICKET REVENUE	(3,250,000)
OTHER REVENUE	(750,000)
TOTAL REVENUE	(4,000,000)
EXPENDITURES	
PROFESSIONAL SERVICES	4,000,000
TOTAL EXPENDITURES	4,000,000
TOTAL EXP & YEAR END BAL	-

UTILITY FUND	
REVENUE	
TICKET REVENUE	(3,250,000)
OTHER REVENUE	(750,000)
TOTAL REVENUE	(4,000,000)
EXPENDITURES	
PROFESSIONAL SERVICES	4,000,000
TOTAL EXPENDITURES	4,000,000
TOTAL EXP & YEAR END BAL	-

REVENUES	
CHARGES FOR SERVICES	(15,198,000)
OTHER	(167,000)
NON REVENUE RECEIPTS	
TOTAL REVENUES	(15,365,000)

EXPENDITURES	
PERSONNEL SERVICES	2,732,335
SUPPLIES	882,500
CAPITAL OUTLAY	2,192,836
DEBT SERVICE	3,588,829
OTHER SERVICES & CHARGES	5,968,500
TOTAL EXPENDITURES	15,365,200

TOTAL EXP & YEAR END BAL	-
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SANITATION FUND	
REVENUES	
CHARGES FOR SERVICES	(3,000,000)
TOTAL REVENUES	(3,000,000)
EXPENDITURES	
PERSONNEL SERVICES	153,190
PROFESSIONAL SERVICES	2,846,810
TOTAL EXPENDITURES	3,000,000

TOTAL EXP & YEAR END BAL	-
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SECTION 2. It is hereby authorized by the Mayor and Board of Aldermen the funds as herein provided shall be appropriated for the provision of municipal services in the City of Southaven, DeSoto County, Mississippi, for the fiscal period 2023-2024.

SECTION 3. The above funds are set forth herein in the budget summary concerning both appropriations and expenditures.

SECTION 4. The Utility Rates for the City of Southaven shall be:

Residential	
Water:	\$2.89/100 cubic feet
Sewer:	\$2.96/100 cubic feet
1" Tap Fee:	\$700
1 1/2" Tap Fee:	\$800
2" Tap Fee:	\$1,500
Irrigation Fee:	1" - \$350 1 1/2" - \$300
Cut-Off Fee:	\$25.00
PUB Meter Fee:	\$75

Commercial	
Water:	\$2.83/100 cubic feet
Sewer:	\$4.44/100 cubic feet
1" Tap Fee:	\$950.00
1 1/2" Tap Fee:	\$1,000.00
2" Tap Fee:	\$1,900.00
3" Tap Fee:	\$2,100.00
4" Tap Fee:	\$4,000.00
6" Tap Fee:	\$6,000.00
Cut-Off Fee:	\$25.00
Pull Meter Fee:	\$75.00

Sewer Tap Fees	
Inside Basin:	\$1,400.00
Outside Basin:	\$2,050.00

Fire Tap Fees	
8" Water Line or Smaller:	\$1,000.00
10" Water Line or Larger:	\$2,000.00

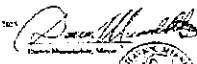
These rates are to be effective October 1, 2023 and shall only be amended by the Southaven Board of Aldermen.

SECTION 5. The sanitation rate for the City of Southaven shall be \$120.00 per month.

SECTION 6. The Municipal Budget for the City of Southaven, DeSoto County, Mississippi, prepared and reviewed in this public meeting for the fiscal year 2023-2024 shall be published as ordered to be and be in full form and effect after passage.

SECTION 7. The Motion to adopt the budget and establish the millage rate as presented being made by Alderman Flores with a second by Alderman Wheeler with the following aldermen being present and voting thereon as follows:

Alderman Flores	NO
Alderman Jensen	YES
Alderman Payne	YES
Alderman Wilson	YES
Alderman Kirby	YES
Alderman Flores	YES
Alderman Gallagher	YES

RESOLUTION 17 ONLY OF SEPTEMBER 2023

 Andrea Miller, City Clerk

CERTIFICATE

CERTIFICATE

I, Andrea Miller, clerk of the City of Southaven, Mississippi, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted at a Regular Meeting of the Mayor and Board of Aldermen on Tuesday, September 12, 2023, and duly signed of record in Minute Book 27 of the proceedings of the said Mayor and Board of Aldermen.

This the 11th day of September 2023

**RESOLUTION OF THE MAYOR AND BOARD OF
ALDERMEN
OF THE CITY OF SOUTHAVEN, MISSISSIPPI AMEND
FISCAL YEAR 2023 BUDGET**

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), considered the matter of the final amendment for the FY 2023 City Budget.

WHEREAS, pursuant to Miss. Code 21-35-25, the City desires to amend its FY2023 budget to finalize and balance; and

WHEREAS, this amendment records revenues received for grants and money spent from prior year funds on items previously approved in a prior year but received in fiscal year 2023; and

WHEREAS, in addition, this amendment utilizes unspent funds to cover additional funds spent within City Departments, along with recording the revenues and expenses from the Amphitheater.

WHEREAS, as set forth in Exhibit A, the FY2023 budget is balanced as required by Mississippi law; and

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

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

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

Alderman William 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 3rd day of October, 2023.

Darren Musselwhite, MAYOR

ATTEST:

Andrea Mullen, CITY CLERK

GENERAL FUND		EXPENDITURES	
REVENUE			
GENERAL PROPERTY TAXES	\$ (27,260,000)	PARK IMPROVEMENTS	2,850,000
LICENSES & PERMITS	(930,000)	OTHER	452,500
INTERGOVERNMENTAL	(24,473,700)		
CHARGES FOR SERVICES	(4,516,300)	TOTAL EXPENDITURES	3,302,500
FINES	(2,249,000)		
FRANCHISE TAXES	(1,965,000)	NON REVENUE RECEIPTS	
GRANTS	(3,963,000)	PRIOR YEAR OBLIGATED CASH	
OTHER	(638,000)		
TOTAL REVENUE	\$ (65,995,000)	TOTAL EXP & YEAR END BAL	
EXPENDITURES		AMPHITHEATER FUND	
GENERAL GOVERNMENT		REVENUE	
PERSONNEL SERVICES	4,801,950	TICKET SALES	(3,931,206)
SUPPLIES	195,250	CONCESSIONS	(319,581)
OTHER SERVICES & CHARGES	13,423,271	RETAIL SALES	(75,634)
TOTAL GENERAL GOVERNMENT	18,421,471	OTHER	(126,091)
PUBLIC SAFETY		TOTAL REVENUE	(4,452,463)
POLICE		EXPENDITURES	
PERSONNEL SERVICES	16,541,000	PROFESSIONAL FEES	2,956,421
SUPPLIES	634,000	SUPPLIES	151,797
OTHER SERVICES & CHARGES	1,479,838	CAPITAL OUTLAY	1,342,433
TOTAL POLICE	18,654,838	OTHER SERVICES & CHARGES	516,462
FIRE		TOTAL EXPENDITURES	4,969,095
PERSONNEL SERVICES	11,379,000	NON REVENUE RECEIPTS	(514,632)
SUPPLIES	305,000	TOTAL EXP & YEAR END BAL	
OTHER SERVICES & CHARGES	877,500	DEBT SERVICE FUND	
TOTAL FIRE	12,561,500	REVENUE	
TOTAL PUBLIC SAFETY	31,167,338	GENERAL PROPERTY TAX	(5,733,000)
PUBLIC WORKS		TOTAL REVENUE	(5,733,000)
PERSONNEL SERVICES	1,271,000	EXPENDITURES	
SUPPLIES	327,800	DEBT SERVICE	5,758,268
OTHER SERVICES & CHARGES	1,521,000	TOTAL EXPENDITURES	5,758,268
TOTAL PUBLIC WORKS	3,121,800	NON REVENUE RECEIPTS	(25,268)
CULTURE & RECREATION		TOTAL EXP & YEAR END BAL	
PERSONNEL SERVICES	3,718,500	UTILITY FUND	
SUPPLIES	785,000	REVENUES	
OTHER SERVICES & CHARGES	3,315,500	CHARGES FOR SERVICES	(14,671,000)
TOTAL CULTURE & RECREATION	7,819,000	OTHER	(42,000)
HEALTH & WELFARE		NON REVENUE RECEIPTS	(6,244,100)
PERSONNEL SERVICES	332,500	TOTAL REVENUES	(20,957,100)
SUPPLIES	23,500	EXPENDITURES	
OTHER SERVICES & CHARGES	32,750	PERSONNEL SERVICES	2,619,000
TOTAL HEALTH & WELFARE	388,750	SUPPLIES	914,500
CAPITAL OUTLAY		CAPITAL OUTLAY	8,224,660
TRANSFER OUT	8,207,073	DEBT SERVICE	3,598,940
	3,000,000	OTHER SERVICES & CHARGES	5,480,000
TOTAL EXPENDITURES	72,125,432	TOTAL EXPENDITURES	20,957,100
NON REVENUE RECEIPTS		TOTAL EXP & YEAR END BAL	
PRIOR YEAR OBLIGATED CASH	(6,130,432)	SANITATION FUND	
TOTAL EXP & YEAR END BALANCE		REVENUES	
BOND FUNDED CAPITAL PROJECTS FUND		CHARGES FOR SERVICES	(3,117,700)
EXPENDITURES		MISCELLANEOUS REVENUES	(4,800)
REVENUE		TOTAL REVENUES	(3,122,500)
OTHER		EXPENDITURES	
TOTAL REVENUES		PERSONNEL SERVICES	151,500
BOND FUNDED CAPITAL PROJECT	11,220,000	PROFESSIONAL SERVICES	3,799,600
TOTAL EXPENDITURES	11,220,000	OTHER	
NON REVENUE RECEIPTS		TOTAL EXPENDITURES	3,951,100
BOND PROCEEDS	(8,600,000)	NON REVENUE RECEIPTS	(628,600)
CAPITAL GRANT PROCEEDS	(2,620,000)	TOTAL EXP & YEAR END BAL	
TOTAL AVAILABLE RECEIPTS	(11,220,000)	TOURISM FUND	
TOTAL EXP & YEAR END BALANCE		REVENUE	
TOURISM FUND		INTERGOVERNMENTAL	(3,000,000)
REVENUE		OTHER	(402,500)
INTERGOVERNMENTAL	(3,000,000)	TOTAL REVENUES	(1,302,500)
OTHER	(402,500)		
TOTAL REVENUES	(1,302,500)		

Southaven Budget

DeSoto Times-Tribune

PROOF OF PUBLICATION

THE STATE OF MISSISSIPPI

COUNTY OF DESOTO

Budget
Mark Randall personally appeared before me the undersigned in and for said County and State and states on oath that he is the **CLERK** of the DeSoto Times Tribune, a newspaper published in the town of Nesbit, State and County aforesaid, and having a general circulation in said county, and that the publication of the notice, a copy of which is hereto attached, has been made in said paper 1 consecutive times, as follows, to-wit:

Volume No. 127 on the 21st day of Sept 2023

Volume No. _____ on the _____ day of _____ 2023

Volume No. _____ on the _____ day of _____ 2023

Volume No. _____ on the _____ day of _____ 2023

Volume No. _____ on the _____ day of _____ 2023

[Signature]
Sworn to and subscribed before me, this 21st day of Sept 2023

By *Kymbella Baac*

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE

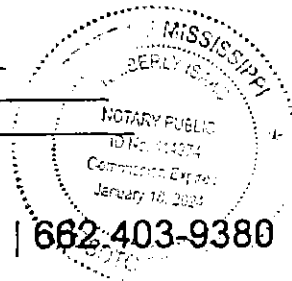
MY COMMISSION EXPIRES: JANUARY 18, 2024

BONDED THRU RLI, INCORPORATED.

- A. Single first insertion of 8x16 words @.12 \$ _____
B. _____ subsequent insertions of _____ words @.10 \$ _____
C. Making proof of publication and deposing to same \$ _____

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Southaven, MS 38671

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Phone #: (662)280-6550
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Due Date: 09/26/2023
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Status: PUBLISHED

Disclosure Categories

Voluntary Disclosure

Budget: FY 2024 Budget - City of Southaven, MS, for the year ended 09/30/2023

Document

File	Period Date
FY 2024 Budget - City of Southaven, MS.pdf	03/05/2024

Associated Securities

The following are associated with this continuing disclosure submission.

CUSIP-6	Issuer Name
60534X	MISSISSIPPI DEVELOPMENT BANK
841217	CITY OF SOUTHAVEN, MISSISSIPPI
841216	CITY OF SOUTHAVEN, MISSISSIPPI
60534W	MISSISSIPPI DEVELOPMENT BANK
60534T	MISSISSIPPI DEVELOPMENT BANK

Total CUSIPs associated with this submission: 133

The disclosure will be published for the following securities.

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534XMK9	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2023	5
60534XML7	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2024	5
60534XMM5	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2025	5
60534XMN3	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2026	5
60534XMP8	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2027	5
60534XMQ6	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2028	5
60534XMR4	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2029	4.25

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534XMS2	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2030	2.65
60534XMT0	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2031	2.77
60534XMU7	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2032	2.87
60534XMV5	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2033	3
60534XMW3	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2034	3.1
60534XMX1	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2035	3.2
60534XMY9	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2036	3.3
60534XMZ6	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2037	3.4
841217CH3	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2021	1.5
841217CJ9	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2022	2
841217CK6	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2023	2
841217CL4	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2024	2
841217CM2	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2025	2
841217CN0	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2026	2
841217CP5	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2027	1.5
841217CO3	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2028	1.625
841217CR1	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2029	1.625
841217CS9	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2030	1.75
841217CT7	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2031	2
841216WY6	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2020	3
841216WZ3	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2021	3
841216XA7	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2022	3
841216XB5	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2023	3
841216XC3	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2024	3
841216XD1	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2025	3
841216XE9	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2026	3
841216XF6	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2027	3
60534WRX8	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2021	3
60534WRY6	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2022	3

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534WRZ3	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2023	3
60534WSA7	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2024	3
60534WSB5	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2025	3
60534WSC3	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2026	3
60534WSD1	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2027	3
60534WSE9	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2028	3
60534WSF6	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2029	4
60534WSG4	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2030	4
841217BS0	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2017	2
841217BT8	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2018	2
841217BU5	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2019	2
841217BV3	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2020	2
841217BW1	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2021	3
841217BX9	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2022	5
841217BY7	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2023	5
841217BZ4	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2024	5
841217CA8	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2025	5
841217CB6	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2026	5
841217CC4	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2027	4
841217CD2	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2028	4
841217CE0	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2029	4
841217CF7	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2030	4
841217CG5	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2031	4
841216WM2	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2015	2
841216WN0	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2016	2
841216WP5	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2017	2
841216WQ3	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2018	2
841216WR1	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2019	2
841216WS9	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2020	2
841216WT7	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2021	2

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
841216WU4	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2022	2.25
841216WV2	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2023	2.5
841216WW0	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2024	3
841216WX8	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2025	3
60534TVU6	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2015	5
60534TVV4	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2016	2.5
60534TVW2	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2017	2
60534TVX0	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2018	2
60534TVY8	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2019	2
60534TVZ5	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2020	2
60534TWA9	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2021	2.5
60534TWB7	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2022	2.75
60534TWD3	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2024	3
841216VR2	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2014	2.5
841216VS0	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2015	2.5
841216VT8	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2016	2.5
841216VU5	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2017	2.5
841216VV3	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2018	2.5
841216VW1	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2019	2.5
841216VX9	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2020	2.5
841216VY7	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2021	2.5
841216VZ4	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2022	2.5
841216WA8	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2023	2.5
841216WB6	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2024	2.5
841216WC4	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2025	3
841216WD2	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2026	3
841216WE0	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2027	3
841216WF7	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2028	3
841216WG5	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2029	3.25
841216WH3	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2030	3.5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
841216WJ9	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2031	3.5
841216WK6	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2032	3.5
841216WL4	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2033	3.5
841216VF8	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2013	1.25
841216VG6	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2014	1.25
841216VH4	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2015	1.25
841216VJ0	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2016	1.25
841216VK7	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2017	1.25
841216VL5	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2018	1.25
841216VM3	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2019	1.25
841216VN1	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2020	1.375
841216VP6	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2021	1.5
841216VQ4	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2022	1.7
841216UF9	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2012	1
841216UG7	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2013	1
841216UH5	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2014	1.5
841216UJ1	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2015	2
841216UK8	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2016	2
841216UL6	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2017	2
841216UM4	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2018	2
841216UN2	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2019	2
841216UP7	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2020	2
841216UQ5	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2021	2
841216UR3	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2022	2
841216US1	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2023	2.125
841216UT9	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2024	2.25
841216UU6	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2013	1
841216UV4	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2014	1.5
841216UW2	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2015	2
841216UX0	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2016	2
841216UY8	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2017	2
841216UZ5	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2018	2
841216VA9	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2019	2

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
841216VB7	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2020	2
841216VC5	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2021	2
841216VD3	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2022	2
841216VE1	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2023	2.125

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**NOTICE OF FAILURE TO FILE
FY 2023 Audited or Unaudited
Financial Statements**

Issuer: City of Southaven, Mississippi

NOTICE IS HEREBY PROVIDED that the Issuer's Audited Financial Statements and/or Unaudited Financial Statements for Fiscal Year 2023 are unavailable for filing at this time. The financial statements will be filed upon availability thereof.

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Submission Date: 2/21/2024 11:45 AM
Status: PUBLISHED

Disclosure Categories

Rule 15c2-12 Disclosure

Failure to Provide Annual Financial Information: Notice of Failure to File FY 2023 Audit - Southaven, MS, for the year ended 09/30/2023

Document

File	Period Date
Notice of Failure to File FY 2023 Audit - Southave	02/21/2024

Associated Securities

The following are associated with this continuing disclosure submission.

CUSIP-6	Issuer Name
60534X	MISSISSIPPI DEVELOPMENT BANK
841217	CITY OF SOUTHAVEN, MISSISSIPPI
841216	CITY OF SOUTHAVEN, MISSISSIPPI
60534W	MISSISSIPPI DEVELOPMENT BANK
60534T	MISSISSIPPI DEVELOPMENT BANK

Total CUSIPs associated with this submission: 92

The disclosure will be published for the following securities.

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534XQF6	SPECIAL OBLIGATION BONDS (CITY OF COLUMBUS, MISSISSIPPI RECREATIONAL IMPROVEMENTS PROJECT), SERIES 2023	10/26/2023	07/01/2033	5.35
60534XPR1	SPECIAL OBLIGATION BONDS, SERIES 2023 (MERIDIAN PUBLIC SCHOOL DISTRICT GENERAL OBLIGATION BOND PROJECT)	06/14/2023	04/01/2025	5
60534XPS9	SPECIAL OBLIGATION BONDS, SERIES 2023 (MERIDIAN PUBLIC SCHOOL DISTRICT GENERAL OBLIGATION BOND PROJECT)	06/14/2023	04/01/2026	5
60534XPT7	SPECIAL OBLIGATION BONDS, SERIES 2023 (MERIDIAN PUBLIC SCHOOL DISTRICT GENERAL OBLIGATION BOND PROJECT)	06/14/2023	04/01/2027	5
60534XPU4	SPECIAL OBLIGATION BONDS, SERIES 2023 (MERIDIAN PUBLIC SCHOOL DISTRICT GENERAL OBLIGATION BOND PROJECT)	06/14/2023	04/01/2028	5
60534XPV2	SPECIAL OBLIGATION BONDS, SERIES 2023 (MERIDIAN PUBLIC SCHOOL DISTRICT GENERAL OBLIGATION BOND PROJECT)	06/14/2023	04/01/2029	5
60534XPW0	SPECIAL OBLIGATION BONDS, SERIES 2023 (MERIDIAN PUBLIC SCHOOL DISTRICT GENERAL OBLIGATION BOND PROJECT)	06/14/2023	04/01/2030	5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534XPX8	SPECIAL OBLIGATION BONDS, SERIES 2023 (MERIDIAN PUBLIC SCHOOL DISTRICT GENERAL OBLIGATION BOND PROJECT)	06/14/2023	04/01/2031	5
60534XPY6	SPECIAL OBLIGATION BONDS, SERIES 2023 (MERIDIAN PUBLIC SCHOOL DISTRICT GENERAL OBLIGATION BOND PROJECT)	06/14/2023	04/01/2032	5
60534XPZ3	SPECIAL OBLIGATION BONDS, SERIES 2023 (MERIDIAN PUBLIC SCHOOL DISTRICT GENERAL OBLIGATION BOND PROJECT)	06/14/2023	04/01/2033	5
60534XQA7	SPECIAL OBLIGATION BONDS, SERIES 2023 (MERIDIAN PUBLIC SCHOOL DISTRICT GENERAL OBLIGATION BOND PROJECT)	06/14/2023	04/01/2035	5
60534XQB5	SPECIAL OBLIGATION BONDS, SERIES 2023 (MERIDIAN PUBLIC SCHOOL DISTRICT GENERAL OBLIGATION BOND PROJECT)	06/14/2023	04/01/2037	4
60534XQC3	SPECIAL OBLIGATION BONDS, SERIES 2023 (MERIDIAN PUBLIC SCHOOL DISTRICT GENERAL OBLIGATION BOND PROJECT)	06/14/2023	04/01/2039	4
60534XQD1	SPECIAL OBLIGATION BONDS, SERIES 2023 (MERIDIAN PUBLIC SCHOOL DISTRICT GENERAL OBLIGATION BOND PROJECT)	06/14/2023	04/01/2041	4
60534XQE9	SPECIAL OBLIGATION BONDS, SERIES 2023 (MERIDIAN PUBLIC SCHOOL DISTRICT GENERAL OBLIGATION BOND PROJECT)	06/14/2023	04/01/2043	4.125
60534XML7	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2024	5
60534XMM5	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2025	5
60534XMN3	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2026	5
60534XMP8	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2027	5
60534XMQ6	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2028	5
60534XMR4	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2029	4.25
60534XMS2	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2030	2.65
60534XMT0	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2031	2.77
60534XMU7	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2032	2.87
60534XMV5	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2033	3
60534XMW3	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2034	3.1
60534XMX1	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2035	3.2
60534XMY9	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2036	3.3
60534XMZ6	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2037	3.4
841217CH3	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2021	1.5
841217CJ9	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2022	2

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
841217CL4	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2024	2
841217CM2	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2025	2
841217CN0	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2026	2
841217CP5	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2027	1.5
841217CO3	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2028	1.625
841217CR1	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2029	1.625
841217CS9	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2030	1.75
841217CT7	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2031	2
841216WZ3	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2021	3
841216XA7	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2022	3
841216XC3	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2024	3
841216XD1	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2025	3
841216XE9	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2026	3
841216XF6	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2027	3
60534WSB5	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2025	3
60534WSC3	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2026	3
60534WSD1	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2027	3
60534WSE9	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2028	3
60534WSF6	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2029	4
60534WSG4	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2030	4
841217BX9	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2022	5
841217CA8	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2025	5
841217CB6	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2026	5
841217CC4	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2027	4
841217CD2	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2028	4
841217CE0	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2029	4
841217CF7	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2030	4
841217CG5	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2031	4
841216WT7	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2021	2
841216WU4	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2022	2.25
841216WW0	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2024	3

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
841216WX8	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2025	3
60534TWB7	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2022	2.75
60534TWD3	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2024	3
841216VY7	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2021	2.5
841216VZ4	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2022	2.5
841216WB6	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2024	2.5
841216WC4	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2025	3
841216WD2	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2026	3
841216WE0	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2027	3
841216WF7	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2028	3
841216WG5	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2029	3.25
841216WH3	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2030	3.5
841216WJ9	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2031	3.5
841216WK6	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2032	3.5
841216WL4	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2033	3.5
841216VF8	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2013	1.25
841216VG6	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2014	1.25
841216VH4	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2015	1.25
841216VJ0	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2016	1.25
841216VK7	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2017	1.25
841216VL5	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2018	1.25
841216VM3	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2019	1.25
841216VN1	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2020	1.375
841216VP6	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2021	1.5
841216VQ4	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2022	1.7
841216UQ5	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2021	2
841216UR3	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2022	2
841216UT9	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2024	2.25
841216VC5	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2021	2
841216VD3	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2022	2

Submitter's Contact Information

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Issuer's Contact Information

Obligated Person's Contact Information

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Submission Date: 3/5/2024 11:28 AM

Status: PUBLISHED

Disclosure Categories

Rule 15c2-12 Disclosure

Audited Financial Statements or ACFR: FY 2022 Audit - City of Southaven, MS, for the year ended 09/30/2022

Document

File

FY 2022 Audit - City of Southaven, MS.pdf

Period Date

03/05/2024

Associated Securities

The following are associated with this continuing disclosure submission.

CUSIP-6	Issuer Name
60534X	MISSISSIPPI DEVELOPMENT BANK
841217	CITY OF SOUTHAVEN, MISSISSIPPI
841216	CITY OF SOUTHAVEN, MISSISSIPPI
60534W	MISSISSIPPI DEVELOPMENT BANK
60534T	MISSISSIPPI DEVELOPMENT BANK

Total CUSIPs associated with this submission: 133

The disclosure will be published for the following securities.

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534XMK9	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2023	5
60534XML7	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2024	5
60534XMM5	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2025	5
60534XMN3	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2026	5
60534XMP8	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2027	5
60534XMQ6	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2028	5
60534XMR4	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2029	4.25

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534XMS2	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2030	2.65
60534XMT0	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2031	2.77
60534XMU7	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2032	2.87
60534XMV5	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2033	3
60534XMW3	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2034	3.1
60534XMX1	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2035	3.2
60534XMY9	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2036	3.3
60534XMZ6	TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2022 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	03/17/2022	03/01/2037	3.4
841217CH3	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2021	1.5
841217CJ9	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2022	2
841217CK6	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2023	2
841217CL4	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2024	2
841217CM2	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2025	2
841217CN0	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2026	2
841217CP5	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2027	1.5
841217CQ3	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2028	1.625
841217CR1	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2029	1.625
841217CS9	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2030	1.75
841217CT7	WATER AND SEWER REVENUE BONDS, SERIES 2020	12/03/2020	11/01/2031	2
841216WY6	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2020	3
841216WZ3	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2021	3
841216XA7	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2022	3
841216XB5	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2023	3
841216XC3	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2024	3
841216XD1	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2025	3
841216XE9	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2026	3
841216XF6	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	03/25/2020	11/01/2027	3
60534WRX8	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2021	3
60534WRY6	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2022	3

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
60534WRZ3	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2023	3
60534WSA7	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2024	3
60534WSB5	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2025	3
60534WSC3	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2026	3
60534WSD1	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2027	3
60534WSE9	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2028	3
60534WSF6	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2029	4
60534WSG4	SPECIAL OBLIGATION BONDS, SERIES 2017 (SOUTHAVEN, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)	12/21/2017	01/01/2030	4
841217BS0	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2017	2
841217BT8	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2018	2
841217BU5	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2019	2
841217BV3	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2020	2
841217BW1	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2021	3
841217BX9	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2022	5
841217BY7	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2023	5
841217BZ4	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2024	5
841217CA8	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2025	5
841217CB6	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2026	5
841217CC4	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2027	4
841217CD2	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2028	4
841217CE0	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2029	4
841217CF7	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2030	4
841217CG5	COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016	05/03/2016	02/01/2031	4
841216WM2	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2015	2
841216WN0	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2016	2
841216WP5	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2017	2
841216WQ3	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2018	2
841216WR1	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2019	2
841216WS9	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2020	2
841216WT7	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2021	2

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
841216WU4	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2022	2.25
841216WV2	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2023	2.5
841216WW0	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2024	3
841216WX8	GENERAL OBLIGATION REFUNDING BONDS SERIES 2015	04/09/2015	12/01/2025	3
60534TVU6	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2015	5
60534TVV4	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2016	2.5
60534TVW2	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2017	2
60534TVX0	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2018	2
60534TVY8	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2019	2
60534TVZ5	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2020	2
60534TWA9	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2021	2.5
60534TWB7	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2022	2.75
60534TWD3	SPECIAL OBLIGATION BONDS, SERIES 2014 (SOUTHAVEN, MISSISSIPPI RECREATION FACILITIES REFUNDING PROJECT)	03/31/2014	03/01/2024	3
841216VR2	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2014	2.5
841216VS0	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2015	2.5
841216VT8	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2016	2.5
841216VU5	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2017	2.5
841216VV3	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2018	2.5
841216VW1	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2019	2.5
841216VX9	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2020	2.5
841216VY7	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2021	2.5
841216VZ4	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2022	2.5
841216WA8	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2023	2.5
841216WB6	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2024	2.5
841216WC4	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2025	3
841216WD2	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2026	3
841216WE0	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2027	3
841216WF7	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2028	3
841216WG5	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2029	3.25
841216WH3	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2030	3.5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
841216WJ9	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2031	3.5
841216WK6	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2032	3.5
841216WL4	GENERAL OBLIGATION BONDS, SERIES 2013A	12/01/2013	12/01/2033	3.5
841216VF8	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2013	1.25
841216VG6	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2014	1.25
841216VH4	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2015	1.25
841216VJ0	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2016	1.25
841216VK7	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2017	1.25
841216VL5	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2018	1.25
841216VM3	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2019	1.25
841216VN1	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2020	1.375
841216VP6	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2021	1.5
841216VO4	GENERAL OBLIGATION BONDS SERIES 2012	11/01/2012	11/01/2022	1.7
841216UF9	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2012	1
841216UG7	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2013	1
841216UH5	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2014	1.5
841216UJ1	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2015	2
841216UK8	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2016	2
841216UL6	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2017	2
841216UM4	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2018	2
841216UN2	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2019	2
841216UP7	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2020	2
841216UQ5	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2021	2
841216UR3	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2022	2
841216US1	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2023	2.125
841216UT9	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A	10/31/2012	12/01/2024	2.25
841216UU6	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2013	1
841216UV4	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2014	1.5
841216UW2	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2015	2
841216UX0	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2016	2
841216UY8	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2017	2
841216UZ5	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2018	2
841216VA9	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2019	2

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
841216VB7	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2020	2
841216VC5	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2021	2
841216VD3	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2022	2
841216VE1	GENERAL OBLIGATION WATER AND SEWER REFUNDING BONDS, SERIES 2012	10/31/2012	12/01/2023	2.125
Submitter's Contact Information Issuer's Contact Information Obligated Person's Contact Information BUTLER SNOW LLP Name: PAMELA WILDER Address: P. O. BOX 6010 City, State Zip: RIDGELAND, MS 39158 Phone Number: 6019854335 Email: pamela.wilder@butlersnow.com				



NATIONAL POLICE DOG FOUNDATION

VETERINARY ASSISTANCE APPLICATION

For Active or Retired K-9s

General Guidelines

- 1) All requested Grant Information and Documentation must be supplied before the Application will be considered by the Grant Committee.
- 2) Grants are awarded primarily to assist Active K9s to return to Active Duty, and Retired K9s to enjoy a comfortable retirement as a reward for their years of dedicated service to their community. Grants are therefore weighted towards K9s that have a reasonable prognosis and a reasonable period of life expectancy.
- 3) Grants are limited to Applications that are submitted within 60 days of last veterinary expense.
- 4) Clarifying questions must be submitted via email to medical@nationalpolicedogfoundation.org rather than via voice mail questions. Submissions of signed applications may be scanned and sent via email to this email address (preferable), or sent via USPS to our street address.
- 5) If Application is for a retired K9 the Owner is to sign all documents requested.
- 6) If Application is for a retired K9, the Agency Head should also sign the Photography/Film Release Form if any of the photos submitted are in Agency uniform. We always would like to have some photos in uniform.
- 7) Requested photos and career statistics must be received prior to Grant check being mailed out.



NATIONAL POLICE DOG FOUNDATION

VETERINARY ASSISTANCE APPLICATION

ALL INFORMATION MUST BE FILLED OUT.
AN INCOMPLETE APPLICATION WILL NOT BE CONSIDERED FOR FUNDING.

Date: 02 / 22 / 2024

Name of K-9 needing assistance: Bob Age: 8 ☒ Active Duty or ☐ Retired

Breed: Belgian Malinois Sex: Male ☐ Altered or ☒ Intact

Owner/Handler's Name: Angela Carden Handler's Phone: (901) 497-5984

Owner/Handler's Address: 3801 Brackett Road City: Southaven State: MS Zip: 38672

Owner/Handler's Email: acarden@southaven.org

Agency Name: Southaven Police Department Agency Phone: (662) 393-8652

Agency Address: 8691 Northwest Drive City: Southaven State: MS Zip: 38671

Your Name: Angela Carden Your Phone: (901) 497-5984

Your Email: acarden4@gmail.com Your Position: K-9 Handler

Please give a brief description of the medical problem:

Severe attrition of all four canine teeth with one canine (upper right) having pulp exposure.

Multiple incisors with pulp exposure.

Please give a summary of what has been done already:

Dental Radiograph on 02/02/2024 performed by Dr. Kennedy at Precious Paws Animal Hospital

Referral to specialist, Animal Care Hospital, for further dental treatment

Please give your understanding of what must yet be done:

Specialist needs to perform the following over the course of two surgeries: Oral Exam, Dental Radiograph, Dental Clean,

Root canal of canine tooth with dentistry crown prep & impressions, Dentistry crown cementation of metal crown,

and apply "bond" to three canines with abrasions to prevent pulp exposure

Please give a summary of any other current medical conditions present or in history:

No current medical conditions present.

Amount of Assistance requested:

** See Medical Care Plan Estimate for itemized expenses. **
\$ 4791.00 to 7186.50



NATIONAL POLICE DOG FOUNDATION

PHOTOGRAPH/FILM RELEASE FORM

For consideration herein acknowledged as received, and by signing this release I hereby give the Photographer/Filmmaker and Assigns my permission to license the content, and to use the content in any media for the sole purpose of promoting National Police Dog Foundation and its non-profit work with law enforcement agencies. This may include, among others: advertising, promotion, marketing and packaging for any National Police Dog Foundation product or service. I agree that the content may be combined with other images, text, graphics, and film audio and audio-visual works; and may be cropped, altered or modified.

It is agreed that my personal information (other than handler's name, K-9's name, and name of agency) will not be made publicly available, but may only be used directly in relation to the licensing of the content where necessary (e.g. to defend claims, protect rights or notify trade unions) and may be retained as long as necessary to fulfill this purpose, including by being shared with sub-licensees/ assignees of the Photographer/Filmmaker and transferred to countries with differing data protection and privacy laws where it may be stored, accessed and used. I represent and warrant that I am at least 18 years of age and have the full legal capacity to execute this release.

Definitions: "Assigns" means a person or any company to whom the Photographer/Filmmaker has assigned or licensed rights under this release as well as the licensees of any such person or company. "Consideration" means \$1 or something else of value I have received in exchange for the rights granted by me in this release. "Content" means all photographs, film, audio, other recording, still or moving, taken of me as part of the shoot. "Media" means all media including digital, electronic, print, television, film, radio and other media now known or to be invented. "Model" means me and includes my appearance, likeness and voice. "Photographer/Filmmaker" means photographer, illustrator, filmmaker or cinematographer, or any other person or entity session photographing or recording me. "Shoot" means the photographic, film or recording described in this form.

(Please type or print)

K-9 Name: Bob

Owner/Handler's Name: Angela Carden

Owner/Handler's Signature: *Angela Carden*

Date: 02 / 22 / 2024

Law Enforcement Agency: Southaven Police Department

Agency Head's Name: Chief Brent Vickers

Agency Head's Signature: (for photos in Agency uniform) _____

Date: ____ / ____ / ____



NATIONAL POLICE DOG FOUNDATION

How much (and from where) have you or your agency already raised toward your need?

☒ Department: \$ 5,000.00 ☐ Donation: \$ _____ ☐ Self: \$ _____
☐ Fundraiser: \$ _____ ☐ Grant: \$ _____

How much has already been spent to treat this current problem?: \$ 400.00

Do you currently have any fund-raising activities or other funding sources available to you ☐ Yes or ☒ No

Are you actively seeking any financial help from your community? ☐ Yes or ☒ No

CURRENT VETERINARIAN INFORMATION

(attach additional pages if needed for additional doctors or hospitals)

PLEASE OBTAIN COPIES OF MEDICAL RECORDS AND INVOICES AND SUBMIT WITH THIS APPLICATION

PRIMARY VETERINARIAN INFORMATION

Hospital Name: Precious Paws Animal Hospital Phone: (662) 996-4545
Attending Veterinarian's Name: Dr. Kennedy
Address: 3949 Getwell Road City: Southaven State: MS Zip: 38672
Contact Name: Brett Logazino Position: Captain Special Operations
Contact Phone: (662) 536-9347 Contact Email: blogazino@southaven.org

SPECIALIST OR ADDITIONAL VETERINARIAN INFORMATION

Hospital Name: Animal Care Hospital Phone: (901) 466-9224
Attending Veterinarian's Name: Dr. Stephen
Address: 8565 Hwy 64 City: Oakland State: TN Zip: 38068
Contact Name: Brett Logazino Position: Captain Special Operations
Contact Phone: (662) 536-9347 Contact Email: blogazino@southaven.org

I hereby grant permission for the above Doctors and Hospitals to release copies of Veterinary Records and Invoices, and to discuss this K-9's medical care with representatives of the National Police Dog Foundation.

Signature: _____ Date: ____ / ____ / ____
(person listed on veterinary records as owner)

Printed Name: _____



NATIONAL POLICE DOG FOUNDATION

UNDERSTANDINGS AND AGREEMENTS

1. The National Police Dog Foundation's assistance is a charitable gift to the Agency, K-9's owner, or veterinarian. It is agreed that no obligations or responsibilities of any kind are assumed by the granting of this gift.
2. Grants are limited to Applications that are submitted within 60 days of last veterinary expense.
3. It is understood that National Police Dog Foundation does not usually disburse funds directly to Agency or Owner, but pays directly from the Veterinarian's Invoice to the Veterinarian after receipt of said invoice. In certain mutually agreed upon cases reimbursement may be made to Agency or K-9 Owner upon receipt of copy of invoice marked as paid.
4. Agency or Owner agrees to send out a Press Release to all local news outlets mentioning the role of National Police Dog Foundation's assistance. Agency or Owner agrees to provide the National Police Dog Foundation with a copy of this Press Release and a photograph of the handler in uniform with his K-9 partner for National Police Dog Foundation's marketing, PR and website use. This information will be received by the National Police Dog Foundation no later than 30 days from date of Grant notification.
4. Agency or Owner agrees to periodically send updates and photos for National Police Dog Foundation's marketing, PR and website use.
5. Agency or Owner agrees to the attached perpetual photo or model release for Handler and K-9.
6. Agency or Owner and the National Police Dog Foundation agree that nothing shall be deemed to create any relationship of agency, partnership, or joint venture. Agency or Owner assumes full and complete responsibility for all liabilities to third parties. The National Police Dog Foundation is not a party to any contracts Agency or Owner may have with any third parties.
7. Agency or Owner hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the National Police Dog Foundation, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the Agency or Owner, their employees or agents.

Signed: _____ Date: ____ / ____ / ____

Print Name: Brent Vickers

Title: Chief of Police
(Chief of Police, Sheriff, Agency Head or K-9 owner)

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

PARCEL # 1079321500000200

587 JENNINGS DR.

PARCEL # 2073050000000500

PARCEL # 1078282000000400

PARCEL # 1078282000000500

PARCEL# 1075211200022900

PARCEL # 1075211000011500

2211 CEDARWOOD COVE

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, **April 2, 2024** 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, **April 2, 2024**, 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 ADDRESSS

PARCEL # 1079321500000200

587 JENNINGS DR.

PARCEL # 2073050000000500

PARCEL # 1078282000000400

PARCEL # 1078282000000500

PARCEL# 1075211200022900

PARCEL # 1075211000011500

2211 CEDARWOOD COVE

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 Hoots. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

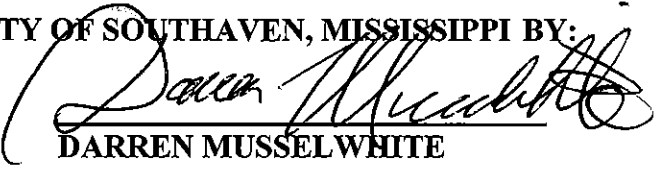
ALDERMAN

VOTED

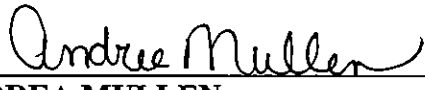
Alderman George Payne	YES
Alderman Kristian Kelly	YES
Alderman Charlie Hoots	YES
Alderman William Jerome	YES
Alderman Joel Gallagher	YES
Alderman John David Wheeler	YES
Alderman Raymond Flores	YES

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the 2nd day of April 2024.

CITY OF SOUTHAVEN, MISSISSIPPI BY:


DARREN MUSSELWHITE
MAYOR

ATTEST:

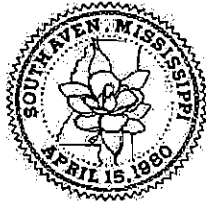

ANDREA MULLEN
CITY CLERK
(S E A L)



CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Code Enforcement Office



8710 Northwest Drive
Southaven, MS 38671
Ph. 662-280-6523
Fax 662-280-6534

www.southaven.org

March 18, 2024

BORRA, SUDHAKAR S
PARCEL # 107932150 0000200
SOUTHAVEN, MS 38671

RE: Municipal Code Violations at PARCEL # 107932150 0000200

Please be advised that the violations noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-referenced location. Please contact this office within seven (7) days of receipt of this notice to discuss the disposition of this matter.

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on 4/2/2024 pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

Please contact this office at 662-280-6523. Cooperation in this matter is appreciated.

Sincerely,

Code Enforcement Office
Municipal Code Office
City of Southaven

X Unsafe Property Violation --- Municipal Ordinance: Section 10-7 (a), (1)

Note: This matter should be addressed immediately to avoid condemnation of this property.

Network: Mar 18, 2024 at 11:36:27 AM CDT

Local: Mar 18, 2024 at 11:36:27 AM CDT

N 34° 57' 42.554" W 89° 57' 20.262"

1965 Goodman Rd E

Southaven MS 38671

United States

Mar 18, 2024 at 11:37:43 AM
1965 Goodman Rd E
Southaven MS 38671
USA, United States



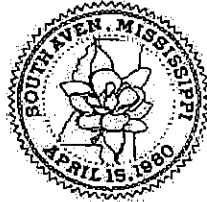


Mar 18, 2024 at 11:37:55 AM
1965 Goodman Rd E
Southaven MS 38671
United States

CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Code Enforcement Office



8710 Northwest Drive
Southaven, MS 38671
Ph. 662-280-6523
Fax 662-280-6534

www.southaven.org

March 18, 2024

SOBH FAMILY WEALTH PERSERVATION TRUST
587 JENNINGS Dr.
SOUTHAVEN, MS 38671

RE: Municipal Code Violations at 587 JENNINGS Dr.

Please be advised that the violations noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-referenced location. Please contact this office within seven (7) days of receipt of this notice to discuss the disposition of this matter.

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on 4/2/2024 pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

Please contact this office at 662-280-6523. Cooperation in this matter is appreciated.

Sincerely,

Code Enforcement Office
Municipal Code Office
City of Southaven

X Unsafe Property Violation — Municipal Ordinance: Section 10-7 (a), (1)

Note: This matter should be addressed immediately to avoid condemnation of this property.

Network:Mar 18, 2024 at 12:27:15 PM CDT
Local:Mar 18, 2024 at 12:27:15 PM CDT
N 34° 57' 38.819", W 89° 58' 44.908"
-577-599 Jennings Dr
Southaven MS 38671
United States



POSTAGE WILL BE PAID BY ADDRESSEE
FIRST CLASS PERMIT NO. 1000 SOUTHAVEN, MS
NO POSTAGE NEEDED IF MAILED IN THE UNITED STATES

NO POSTAGE NEEDED IF MAILED IN THE UNITED STATES

NO POSTAGE NEEDED IF MAILED IN THE UNITED STATES

NO POSTAGE NEEDED IF MAILED IN THE UNITED STATES

NO POSTAGE NEEDED IF MAILED IN THE UNITED STATES

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NO POSTAGE NEEDED IF MAILED IN THE UNITED STATES

NO POSTAGE NEEDED IF MAILED IN THE UNITED STATES

NO POSTAGE NEEDED IF MAILED IN THE UNITED STATES

Network: Mar 18, 2024 at 12:28:46 PM CDT

Local: Mar 18, 2024 at 12:28:46 PM CDT

N 34° 57' 38.57" E, W 89° 58' 44.590"

577-599 Jennings Dr

Southaven MS 38671

United States



Network: Mar 18, 2024 at 12:28:36 PM CDT

Local: Mar 18, 2024 at 12:28:36 PM CDT

N 34° 57' 40.148", W 89° 58' 47.586"

577 Goodman Rd E

Southaven MS 38671

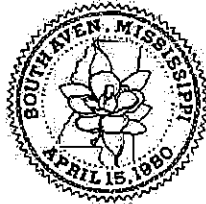
United States



CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Code Enforcement Office



8710 Northwest Drive
Southaven, MS 38671
Ph. 662-280-6523
Fax 662-280-6534

www.southaven.org

March 18, 2024

SIDHU MANJEET K
PARCEL # 207305000 0000500
SOUTHAVEN, MS 38671

RE: Municipal Code Violations at PARCEL # 207305000 0000500

Please be advised that the violations noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-referenced location. Please contact this office within seven (7) days of receipt of this notice to discuss the disposition of this matter.

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on **4/2/2024** pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

Please contact this office at 662-280-6523. Cooperation in this matter is appreciated.

Sincerely,

Code Enforcement Office
Municipal Code Office
City of Southaven

X Unsafe Property Violation --- Municipal Ordinance: Section 10-7 (a), (1)

Note: This matter should be addressed immediately to avoid condemnation of this property.

Network: Mar 18, 2024 at 11:16:04 AM CDT

Local: Mar 18, 2024 at 11:16:04 AM CDT

N 34° 56' 45.537", W 89° 58' 19.031"

Swinnea Rd

Southaven MS 38671

United States



Network: Mar 18, 2024 at 11:15:55 AM CDT

Local: Mar 18, 2024 at 11:15:55 AM CDT

N 34° 56' 45.537", W 89° 58' 19.031"

Swinnea Rd

Southaven MS 38671

United States



Network: Mar 18, 2024 at 11:15:28 AM CDT

Local: Mar 18, 2024 at 11:15:28 AM CDT

N 34° 56' 45.537", W 89° 58' 19.031"

Swinnea Rd

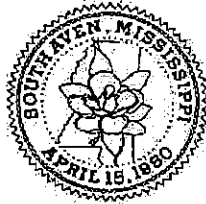
Southaven MS 38671

United States

CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Code Enforcement Office



8710 Northwest Drive
Southaven, MS 38671
Ph. 662-280-6523
Fax 662-280-6534

www.southaven.org

March 18, 2024

ERA INVESTMENTS LLC
PARCEL# 1078282000000400
SOUTHAVEN, MS 38671

RE: Municipal Code Violations at PARCEL# 1078282000000400

Please be advised that the violations noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-referenced location. Please contact this office within seven (7) days of receipt of this notice to discuss the disposition of this matter.

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on 4/2/2024 pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

Please contact this office at 662-280-6523. Cooperation in this matter is appreciated.

Sincerely,

Code Enforcement Office
Municipal Code Office
City of Southaven

X Unsafe Property Violation --- Municipal Ordinance: Section 10-7 (a), (1)

Note: This matter should be addressed immediately to avoid condemnation of this property.

Network: Mar 18, 2024 at 11:47:41 AM CDT

Local: Mar 18, 2024 at 11:47:41 AM CDT

N 34° 58' 25.718", W 89° 57' 13.631"

7757 Woodridge Dr W

Southaven MS 38672

United States

Network: Mar 18, 2024 at 11:47:59 AM CDT

Local: Mar 18, 2024 at 11:47:59 AM CDT

N 34° 58' 25.718", W 89° 57' 13.631"

7757 Woodridge Dr W

Southaven, MS 38672

United States



Network: Mar 18, 2024 at 11:48:02 AM CDT

Local: Mar 18, 2024 at 11:48:02 AM CDT

N 34° 58' 25.718", W 89° 57' 13.631"

7757 Woodridge Dr W

Southaven, MS 38686

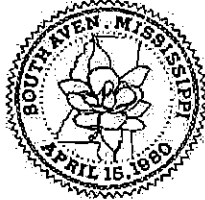
United States



CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Code Enforcement Office



8710 Northwest Drive
Southaven, MS 38671
Ph. 662-280-6523
Fax 662-280-6534

www.southaven.org

March 18, 2024

ERIC HERM
PARCEL# 1078282000000500
SOUTHAVEN, MS 38671

RE: Municipal Code Violations at PARCEL# 1078282000000500

Please be advised that the violations noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-referenced location. Please contact this office within seven (7) days of receipt of this notice to discuss the disposition of this matter.

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on **4/2/2024** pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

Please contact this office at 662-280-6523. Cooperation in this matter is appreciated.

Sincerely,

Code Enforcement Office
Municipal Code Office
City of Southaven

X Unsafe Property Violation --- Municipal Ordinance: Section 10-7 (a), (1)

Note: This matter should be addressed immediately to avoid condemnation of this property.

Network:Mar 18 2024 at 11:48:57 AM CDT
Local:Mar 18 2024 at 11:48:57 AM CDT
N 34° 58' 26.424" W 89° 57' 12.208"

2060 Woodridge Dr N
Southaven MS 38672
United States

Network: Mar 18, 2024 at 11:49:28 AM CDT

Local: Mar 18, 2024 at 11:49:28 AM CDT

N 34° 58' 26.020", W 89° 57' 13.028"

7701-7799 Woodridge Dr W

Southaven MS 38872

United States



Network: Mar 18, 2024 at 11:49:25 AM CDT

Local: Mar 18, 2024 at 11:49:25 AM CDT

N 34° 58' 26.020", W 89° 57' 13.028"

7701-7799 Woodridge Dr W

Southaven, MS 38872

United States



CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Code Enforcement Office



8710 Northwest Drive
Southaven, MS 38671
Ph. 662-280-6523
Fax 662-280-6534

www.southaven.org

March 18, 2024

AMERICAN EQUITIES INTERNATIONAL
PARCEL# 1075211200022900
SOUTHAVEN, MS 38671

RE: Municipal Code Violations at PARCEL# 1075211200022900

Please be advised that the violations noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-referenced location. Please contact this office within seven (7) days of receipt of this notice to discuss the disposition of this matter.

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on 4/2/2024 pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

Please contact this office at 662-280-6523. Cooperation in this matter is appreciated.

Sincerely,

Code Enforcement Office
Municipal Code Office
City of Southaven

X Unsafe Property Violation --- Municipal Ordinance: Section 10-7 (a), (1)

Note: This matter should be addressed immediately to avoid condemnation of this property.

Network: Mar 18, 2024 at 11:57:32 AM CDT
Local: Mar 18, 2024 at 11:57:32 AM CDT
N 34° 58' 45.754", W 89° 56' 36.473"
2606 Rasco Road Ext
Southaven MS 38672
United States

Mar 18, 2024 at 12:01:26 PM
2579 Blue Ridge Dr
Southaven MS 38672
United States



Mar 18, 2024 at 12:01:31 PM
2579 Blue Ridge Dr
Southaven MS 38672
United States



CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Code Enforcement Office



8710 Northwest Drive
Southaven, MS 38671
Ph. 662-280-6523
Fax 662-280-6534

www.southaven.org

March 18, 2024

CERTIFIED STATE OF MISSISSIPPI
PARCEL# 1075211000011500
SOUTHAVEN, MS 38671

RE: Municipal Code Violations at PARCEL# 1075211000011500

Please be advised that the violations noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-referenced location. Please contact this office within seven (7) days of receipt of this notice to discuss the disposition of this matter.

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on 4/2/2024 pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

Please contact this office at 662-280-6523. Cooperation in this matter is appreciated.

Sincerely,

Code Enforcement Office
Municipal Code Office
City of Southaven

X Unsafe Property Violation --- Municipal Ordinance: Section 10-7 (a), (1)

Note: This matter should be addressed immediately to avoid condemnation of this property.

Mar 18, 2024 at 12:11:24 PM

8422 Windsor Ln

Southaven MS 38672

United States



Mar 18, 2024 at 12:12:02 PM

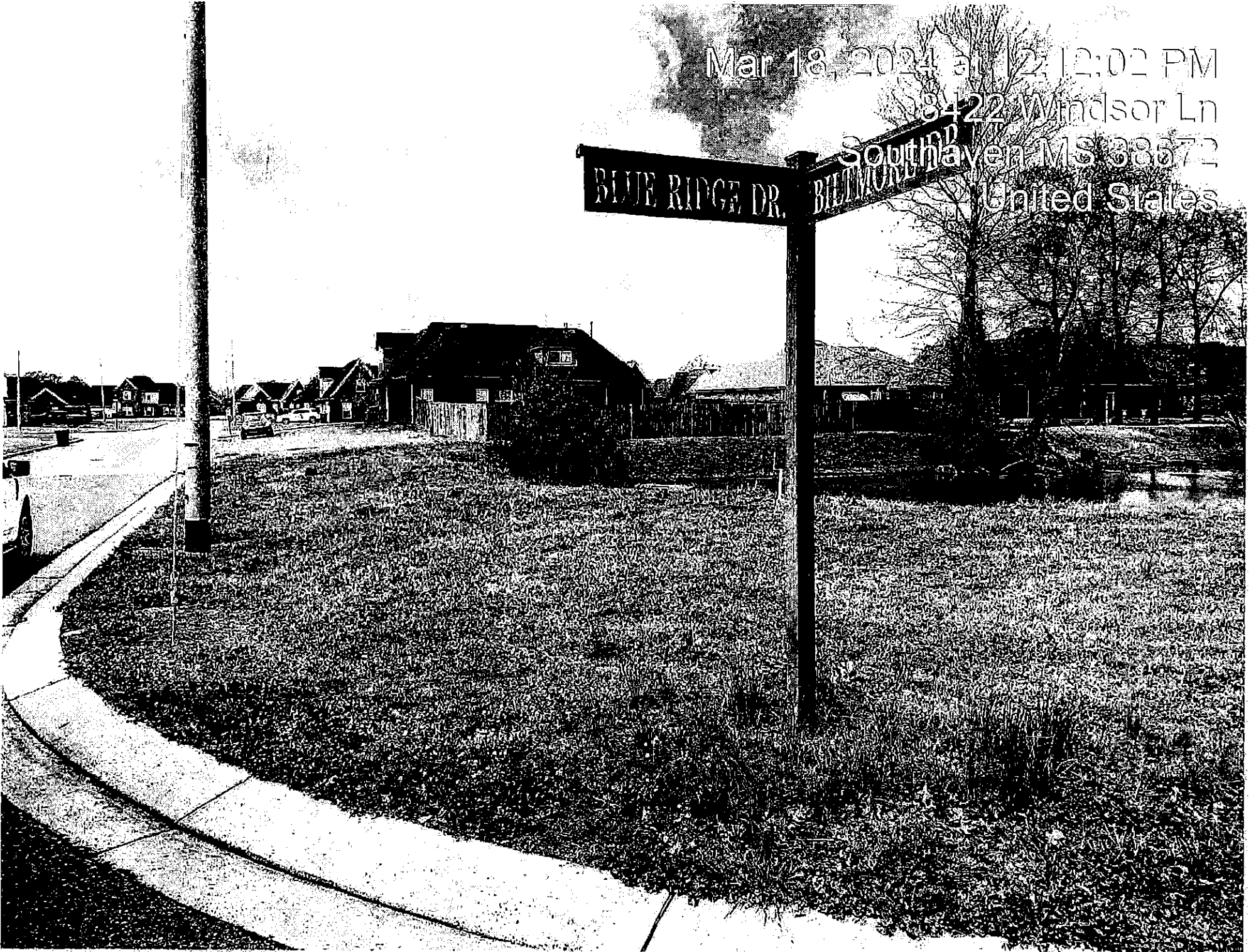
38422 Windsor Ln

Southaven MS 38872

United States

BLUE RIDGE DR.

BILTMORE RD



Mar 18, 2024 at 12:12:08 PM
8422 Windsor Ln
Southaven MS 38672
United States

BLUE RIDGE DR.
BILTMORE DR.



CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Code Enforcement Office



8710 Northwest Drive
Southaven, MS 38671
Ph. 662-280-6523
Fax 662-280-6534

www.southaven.org

March 18, 2024

David Nelson
2211 Cedarwood Cv
SOUTHAVEN, MS 38671

RE: Municipal Code Violations at 2211 Cedarwood Cv

Please be advised that the violations noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-referenced location. Please contact this office within seven (7) days of receipt of this notice to discuss the disposition of this matter.

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on 4/2/2024 pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

Please contact this office at 662-280-6523. Cooperation in this matter is appreciated.

Sincerely,

Code Enforcement Office
Municipal Code Office
City of Southaven

X Unsafe Property Violation --- Municipal Ordinance: Section 10-7 (a), (1)

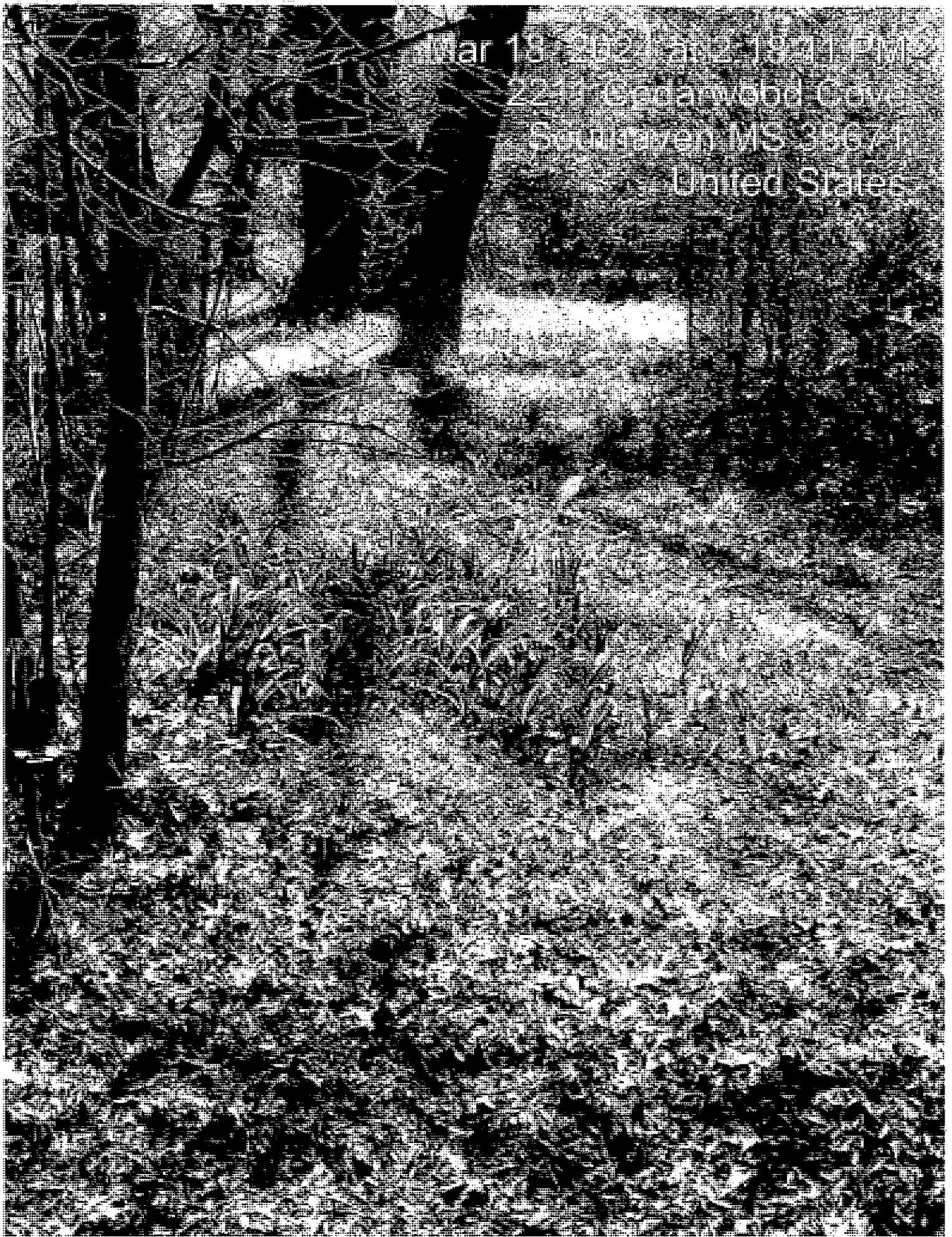
Note: This matter should be addressed immediately to avoid condemnation of this property.

Mar 18, 2024 at 2:16:09 PM
2211 Cedarwood Cove
Southaven MS 38671
United States

RECEIVED
MAR 19 2024
FBI - MEMPHIS
COMMUNICATIONS SECTION
FBI - MEMPHIS
COMMUNICATIONS SECTION

END OF MESSAGE

Mar 18 2021 at 2:18:41 PM
221 Cedarwood Circle
Southaven MS 38671
United States

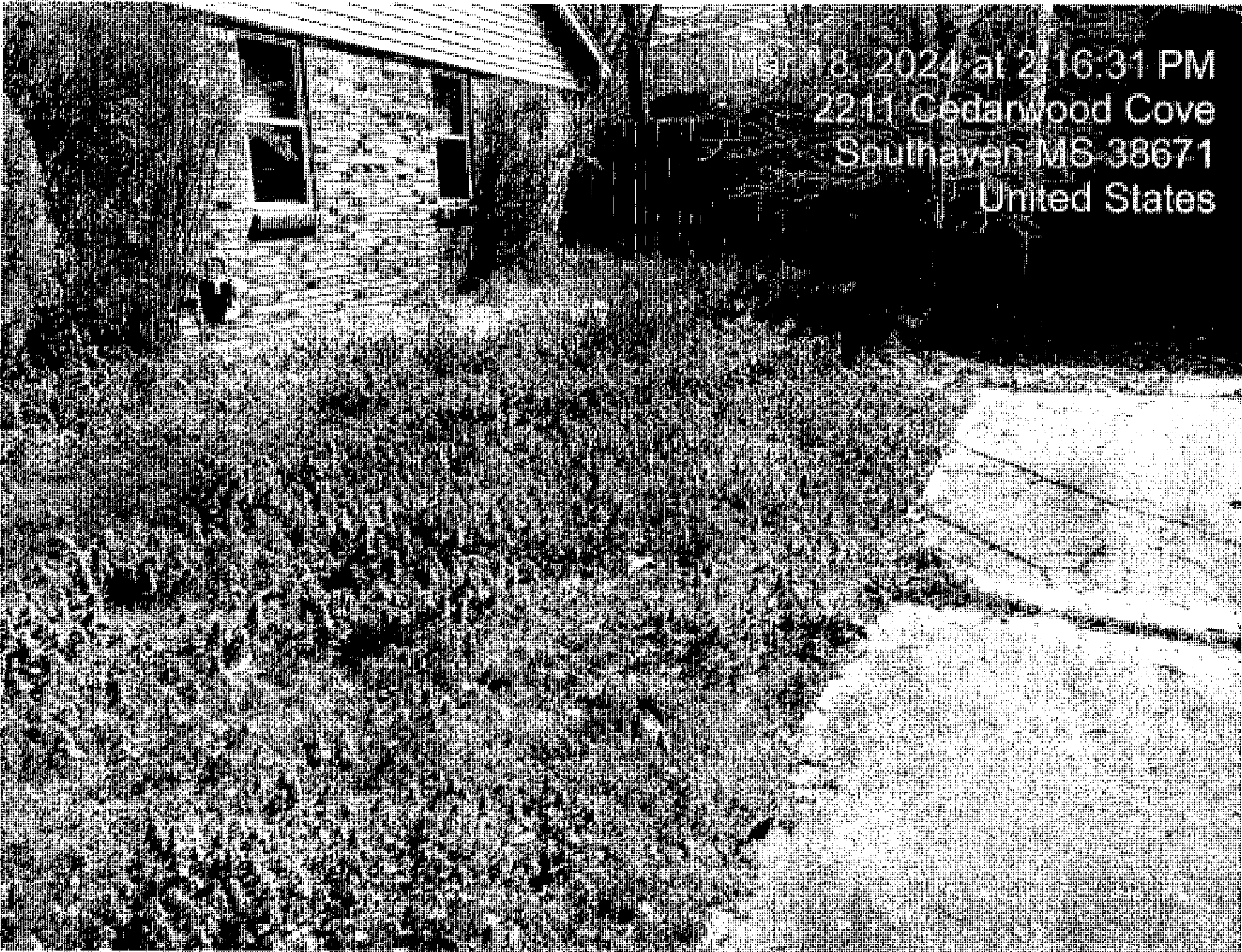


Mar 18, 2024 at 2:17:06 PM
2211 Cedarwood Cove
Southaven MS 38671
United States



Mar 18 2024 at 2:16:43 PM
2211 Cedarwood Cove
Southaven, MS 38671
United States





Met 18, 2024 at 2:16:31 PM
2211 Cedarwood Cove
Southaven MS 38671
United States

REAL ESTATE SERVICE CONTRACT

I-55 Widening Utility Relocations

Project No. 110921-560

Desoto County

This CONTRACT, is made and entered into by and between the *City of Southaven*, a body Politic of the State of Mississippi (the "LPA"), and *Civil-Link* (the "CONSULTANT"), a *LLC* duly registered to do business in the State of Mississippi, whose address for mailing is *5779 Getwell Rd, Bldg. B, Southaven, MS 38761*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA requires the right of way real estate services of a CONSULTANT to perform *boundary survey, maps & deeds, title work, appraisal, appraisal review, acquisition, and project management*, as provided for in Project No. 110921-560, hereinafter called the "PROJECT", as requested by the LPA; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to conduct said services as stated above, hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby CONTRACT and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all Right of Way (ROW) services and materials required to perform the tasks described in the Scope of Work for the proposed project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

The LPA, in support of the CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to the CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this CONTRACT or subsequently directed by MDOT during the course of the CONTRACT. When in conflict between the Project Development Manual for LPA (PDM) and this CONTRACT, the PDM will govern.

ARTICLE II. SCOPE AND PROCEDURE

The CONSULTANT shall conduct the SERVICES in accordance with the General Scope of Work attached to this contract as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel, any phase under this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until the LPA issues a written Letter of Acceptance (LOA) at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA. The CONSULTANT shall not make any claim, demand or application for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and designated agents designated in this CONTRACT.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

If the CONSULTANT provides SERVICES hereunder, it shall be paid on a labor hour/unit cost basis and/or a lump sum/firm fixed price basis per parcel as set forth in "Exhibit 3" to this CONTRACT. The CONSULTANT shall bill all title work, appraisals, review appraisals, and any other related property evaluation services at the cost to the consultant.

For purposes of this CONTRACT, "parcel," also referred to as a "file," is a piece of real estate, improved or unimproved, that may be acquired as part of a right of way project, or is defined by property lines, described in metes and bounds, or other acceptable legal description, and includes all interests necessary for the LPA to acquire fee simple title to the property, less any interests that the LPA may exclude. Warranty deeds, quitclaim deeds, temporary easements, or other instruments may be required from one or more holders of a possible interest in the parcel for the LPA to acquire fee simple title. Compensation shall be based on acquisition of a "parcel" or "file" and not on the number of instruments necessary for acquisition of a "parcel" or "file."

Each phase of the SERVICES, being appraisal, acquisition, and property management, shall become eligible for payment following the appropriate determination by the LPA of the following:

- (1) For Appraisal fees:
An appraisal fee is due upon completion of the appraisal review of the appraisal report by the review appraiser that results in the appraisal being identified as either, **accepted** (meets all requirements but is not selected as recommended), or **recommended** (as the basis for the establishment of the amount believed to be just compensation)..
"Appraisal Revisions" shall be completed at a fee to be determined by the LPA which shall be based on the percent of effort relative to the initial negotiated Appraisal fee.
- (2) For Review Appraisal fees:
An appraisal review fee is due upon completion of the appraisal review of the appraisal report by the review appraiser that results in (a) the appraisal being identified as **recommended** as the basis for the establishment of the amount believed to be just compensation or (b) the review appraiser, as part of the review, present and analyze market information to support a **determination of the recommended value**, and (c) the Establishment of the Amount Believed to be Just Compensation (EJC) for the real property by the LPA. "Review Appraisal Revisions" shall be completed at a fee to be determined by the LPA which shall be based on the percent of effort relative to the initial negotiated Review Appraisal fee.
- (3) For Acquisition fees:
For each parcel acquired by deed(s): Upon the recording of the deed and notification from the LPA, "Acquisition Revisions" and all other instruments necessary to convey the title shall be completed at a fee to be determined by the LPA, which shall be based on the percent of effort relative to the initial negotiated Acquisition fee.

A Waiver Valuation fee is due upon the acceptance of the Waiver Valuation report and the Establishment of the Amount Believed to be Just Compensation. "Waiver Valuation Revisions" shall be completed at a fee determined by the LPA, which shall

be based on the percent of effort relative to the initial negotiated Waiver Valuation fee.

For each parcel which is referred to the LPA for further negotiations or filing of condemnation proceedings. Acquisition fee will be invoiced upon receipt of Right of Entry and notification from LPA. Approval of written documentation and reports required and based on the LPA determination of the time and effort expended by the CONSULTANT, but not to exceed the price of a successful acquisition by deed(s). Parcels recommended for condemnation invoice on Right of Entry being granted.

(5) For Project Management fees:

Project Management fees shall be paid on a per parcel basis for the satisfactory completion of the tasks outlined in the Project Management scope of work at a fee to be determined by the LPA., and shall be invoiced upon final completion and closing of each parcel file. A parcel with an improvement will not be considered complete until all phases of Right of Way acquisition, relocation, and clearance have occurred.

B. Billing (Labor Hour/Unit Cost price)

The CONSULTANT may submit monthly progress billings based on the rates established in this CONTRACT and the time expended on the PROJECT through the end of the billing period. Each billing shall include all time and allowable expenses through the end of the billing period and should include all the supporting documentation necessary for the appropriate LPA personnel to recommend payment. Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the CONTRACT total. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that MDOT and/or FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA may retain the final 5% of the CONSULTANT'S contract amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation.

The CONSULTANT shall clearly indicate on its last Invoice that the Invoice is "FINAL". The LPA will confirm that the PROJECT is ready to be closed and the "FINAL" Invoice may be paid. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination/completion of the PROJECT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT thereunder or amendments thereto. Authorized representatives of the MDOT and/or FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will MDOT and/or FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies, maps and computations prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the MDOT and/or FHWA may also review and inspect said reports, drawings, designs, studies, maps and computations prepared under this CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its contractual and professional obligation to correct, at its expense, any of its breaches, errors and/or omissions in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall

be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including attorney fees, to the extent caused by any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than one million dollars (\$1,000,000.00) for each occurrence.
- C. Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than one million dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel has sufficient coverage, or CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this CONTRACT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the life of this CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier."

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of the CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of the CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of the CONTRACT and thereafter on an annual basis for the duration of the PROJECT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, LPA, percentage, brokerage fee, gifts or any other consideration contingent upon or

resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the MDOT. For breach or violation of this warranty, the LPA shall have the right to annul this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase of the CONTRACT begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of MDOT, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before the modifications, amendments, or addenda become effective.

The CONSULTANT **MAY NOT** begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the maximum not to exceed amount of the contract, extensions of time (except extensions of deadlines as specifically set forth under Article III) or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. The LPA acknowledges that due to the specialized tasks involving right-of-way acquisition services, the CONSULTANT will be utilizing subconsultants to perform a majority of the work under this contract. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontracts documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. The CONSULTANT shall pay any retainage owed to the subconsultant for the satisfactory completion of the work within 15 days after CONSULTANT has received payment for this work. If the CONSULTANT fails to comply with these requirements, the CONSULTANT may be subject to those sanctions listed in Exhibit 10.

**ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND
WORK MADE FOR HIRE**

The CONSULTANT agrees that all reports, documents, computer information and access, software, drawings, studies, notes, maps and other data and products, prepared by and for the LPA under the terms of this CONTRACT shall become and remain the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA, regardless of any claim or dispute between the parties. All such data and products shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without

limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

All approved releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Desoto County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Desoto County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated

to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT shall abide by the provisions of the U.S. Department of Transportation regulations on Disadvantaged Business Enterprises, 49 CFR Part 26 (as amended), and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACT.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility -- as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION: The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation

or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

- A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such

order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the LPA may notify the CONSULTANT, in writing, of the LPA's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

LPA:

For Contractual Matters:
Mayor Darren Musselwhite
City of Southaven
8710 Northwest Drive
Southaven, MS 38671
Phone: (662) 393-6939
Fax: (662) 393-7294
dmusselwhite@southaven.org

CONSULTANT:

For Contractual Matters:
Danny W. Cordell, II, PE, PLS
Civil-Link, LLC
5779 Getwell Road, Bldg B
Southaven, MS 38672
Phone: (662) 510-2169
Fax: (662) 510-2197
dcordell@civil-link.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # 14687
Surveyor # 02866

For Technical Matters:
Whitney Choat-Cook
City of Southaven
8710 Northwest Drive
Southaven, MS 38671
Phone: (662) 392-0111
Fax: (662) 280-6556
wchoat@southaven.org

For Technical Matters:
Chase Dabbs, PE
Civil-Link, LLC
5779 Getwell Road, Bldg B
Southaven, MS 38672
Phone: (662) 510-2169
Fax: (662) 510-2197
cdabbs@civil-link.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

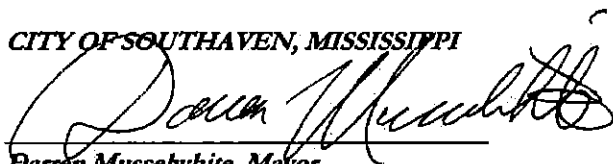
P.E. # 33278

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the 4th day of April, 2024.

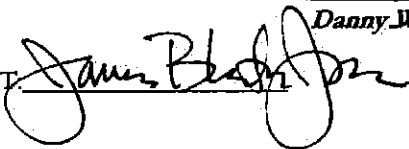
CITY OF SOUTHAVEN, MISSISSIPPI


Darren Musselwhite, Mayor

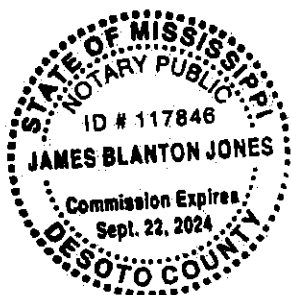
WITNESS this my signature in execution hereof, this the 8th day of April, 2024.

CIVIL-LINK, LLC

BY: 
Danny W. Cordell, II, President

ATTEST 

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".



LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses
4. Sample Invoice
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant / Contractor EEV Certification and Agreement

EXHIBIT 1

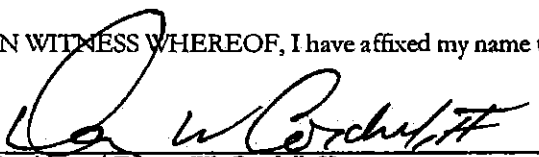
I, Danny W. Cordell, II, hereby certify that I am the Managing Member of Civil-Link, LLC, a Limited Liability Company organized under the laws of the State of Mississippi; that the following is a true and correct copy of a resolution duly adopted by the Members of said Limited Liability Company at a Special Meeting convened and held in said accordance with the operating agreement on November 6, 2014 and that said resolution is now in full force and effect:

RESOLVED, that Civil-Link, LLC is desirous of entering into a Consulting Engineering Contract with City of Southaven, Mississippi; and

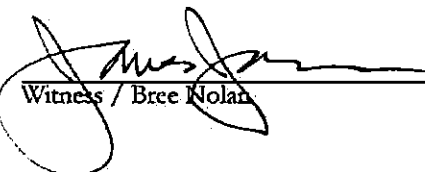
WHEREAS, City of Southaven requires a resolution authorizing and empowering a specific individual(s) of Civil-Link, LLC, the Consultant, to execute a consulting engineering contract.

NOW, THEREFORE, BE IT RESOLVED, that Danny W. Cordell, II, as the Owner and President, is hereby authorized and empowered for and on behalf of this Limited Liability Company to sign and execute a consulting engineering contract(s) with the City of Southaven, associated with the Getwell Road Widening Project, Desoto County, Mississippi.

IN WITNESS WHEREOF, I have affixed my name to this document on this 5th day of April, 2024



President / Danny W. Cordell, II



Witness / Bree Nolan

EXHIBIT 2
SCOPE OF WORK

PROJECT MANAGEMENT SCOPE OF WORK

The Consultant will be responsible for managing the subconsultants, communication with the LPA and MDOT, and insuring the scope of work, schedule and terms of the CONTRACT are being fulfilled in accordance with the direction from the LPA. Specifically, the CONSULTANT will provide the following:

1. Administrative support (to include filing, monthly reimbursement payments, invoicing, monthly status reports, and preparation/distribution of notification letters);
2. Management of the subconsultants (to include educating appraisers on the project design; answering access/design questions during the appraisal work; participation in the property owner meetings; interfacing between appraiser and review appraiser; and quality control);
3. Preparation/update of overall right-of-way acquisition exhibit;
4. Review of acquisition files;
5. Preparation of subcontracts for the subconsultant;
6. Meeting with the LPA and MDOT

APPRAISAL SCOPE OF WORK

General

After written authorization has been received by the LPA from the MDOT LPA District Coordinator, but prior to the initiation of negotiations on any parcel of property on the Project, the CONSULTANT shall prepare real property appraisal reports in accordance with this contract and all applicable rules, regulations and laws including, without limitations, including the following:

1. The Uniform Standards of Professional Appraisal Practice, (USPAP);
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §4601 and Regulations promulgated pursuant thereto at 49 CFR Part 24;
3. Mississippi law applicable to governmental acquisition appraisal;
4. The appraiser should be a Licensed Real Estate Appraiser with two (2) years' experience in appraisal for the purpose of the acquisition of right of way, or shall at a minimum conform to the requirements of 24. 103 (d)(1)(2) of 49 CFR 24 of the Uniform Act ;
5. All appraisal reports shall be completed in a format materially equivalent to the MDOT Appraisal Report forms; and
6. If the MDOT Appraisal Report Forms are used, all references to MDOT must be edited to replace MDOT with the name of the LPA.

Definitions

CONSULTANT – The person, firm or company, including any sub-consultants hired by the CONSULTANT, that has been contracted by the LPA to perform any of the real estate services defined in the scope of work to this contract.

APPRAISER OF RECORD – The appraiser who is a licensed certified general real estate appraiser with experience in appraising real estate and interests in real property for the purpose of right of way acquisition and develops and reports the appraisals for each parcel on the project.

REVIEW APPRAISER – The Review Appraiser for the project, either performing as an employee of the LPA or hired by the LPA by contract. The Review Appraiser shall be a licensed certified general real estate appraiser with a minimum of six (6) years of experience in appraising and/or appraisal review of real estate and interests in real property for the purpose of right of way acquisition.

RECOMMENDED APPRAISAL – Review Appraisers under contract by the LPA to perform appraisal review services are only authorized to “recommend” an appraisal report to the LPA as the basis for the amount believed to be as just compensation. An authorized official of the LPA shall utilize the “Recommended Appraisal” to establish the amount believed to be just compensation.

ACCEPTED APPRAISAL – Meets all requirements, but not selected as recommended.

NOT ACCEPTED APPRAISAL – Does not meet all requirements and is not selected as accepted, or recommended.

Appraisal Meeting

Before beginning developing or reporting of any appraisal work, the CONSULTANT (including any sub-consultants) and the Review Appraiser shall meet jointly with the LPA to discuss project plans, Right of Way procedures and the appraisal scope of work. At the meeting, the type of appraisal reports (Total Before and After of Improved Property, Land, and Short Form appraisal reports), parcels that may qualify for use of waiver valuations, and the need for specialty reports will be discussed. At this meeting the LPA shall provide to the CONSULTANT the following:

1. Right of Way Acquisition Map(s);
2. Deeds (Conveyance instruments);
3. Deraignment of title on all parcel interests;
4. One set of ROW plans; and
5. Other pertinent information about the project.

Project Sales Brochure

The CONSULTANT shall prepare a Project Sales Brochure along with a record search list, showing the Sections, Townships and Ranges that were searched for comparable sales. The CONSULTANT shall include a map of comparable sales with the Project Sales Brochure. A copy of the Project Sales Brochure shall be furnished to the Review Appraiser, and, if requested, to the LPA and MDOT. The Project Sales Brochure shall be reviewed and accepted by the Review Appraiser before the CONSULTANT begins any appraisal

work. During the project, the CONSULTANT shall update the Project Sales Brochure with new sales data and provide a copy of each comparable sale to the Review Appraiser for acceptance before adding to the Project Sales Brochure.

Appraisal Development and Reporting

Once the MDOT LPA District Coordinator has issued written authorization to begin the acquisition process, the Review Appraiser has accepted the Project Sales Brochure and the LPA has issued notice to proceed to the CONSULTANT, the CONSULTANT may begin the appraisal development and reporting. The CONSULTANT shall develop a fully documented real property appraisal report on each parcel of property for the Project, and in so doing shall make a personal inspection of each parcel appraised.

Before the initiation of negotiations the real property to be acquired shall be appraised, except as provided in 24.102(c)(2), and the CONSULTANT shall notify the owner in writing of the LPA's interest in acquiring the real property and the basic protections provided to the owner by law and shall offer in writing to the property owner(s) or the property owner(s)' designated representative an opportunity to accompany the appraiser on the inspection of the property, in compliance with 49 CFR 24.102(c)(1). This offer to accompany the appraiser must be documented in the appraisal report. The CONSULTANT shall provide the owner with the following:

1. Owner-Appraiser Contact Letter;
2. Highlighted copy of the ROW Acquisition Map; and
3. Citizen's Right of Way Acquisition Guide.

Each notification provided to the property owner or occupant shall be personally served or sent by certified or registered first-class mail, return receipt requested, and documented in the LPA files in compliance with 49 CFR 24.5.

A fully documented real property appraisal report shall be considered to be the value of all compensable interests under the laws of the State of Mississippi, including the before and after rule, pertaining to the same parcel. In addition to the fee simple interest, this is to include all leasehold and leased fee interests, permanent easements, access rights, uneconomical remnants, (remainders), temporary easements, and any other interest in the real property, excluding utility easements.

As mentioned above, the CONSULTANT shall prepare real property appraisal reports in accordance with this contract and all applicable rules, regulations and laws, including the Uniform Act Regulations found in 49 CFR 24. Therefore, Appraisal Reports developed and reported as part of this scope of work shall, at a minimum, meet the following requirements as defined in 49 CFR 24.103.

1. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property.
2. All relevant and reliable approaches to value consistent with established Federal and federally-assisted program appraisal practices. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value.

3. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
4. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate. And;
5. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

The per-parcel appraisal fee agreed to and made a part of the Real Estate Service Contract for the LPA shall include any and all expenses necessary for, and related to, completion of the Project Sales Brochure, the appraisal development and reporting, for the parcel, including, but not being limited to, timber cruises, cost-to-cure quotes, and cost-new estimates and, upon request by the LPA, any time required to attend conferences for the purpose of discussing certain aspects of the appraisal report, not to include time and expense for eminent domain purposes. The LPA shall approve payment of appraisal reports for each parcel appraised upon review and acceptance or recommended approval of the appraisal report from the Review Appraiser.

All requests by the CONSULTANT for a Specialty Report shall have the concurrence of the Review Appraiser and shall be subject to approval by the LPA. If it is determined by the LPA that a Specialty Report is necessary, then the LPA shall enter into a Specialty Report Agreement with a professional service provider to prepare the Specialty Report.

A "Specialty Report" is defined as a written report impartially and independently prepared by a qualified specialist setting forth an opinion of the valuation of specialty items to be used as data in or as a component part of an appraisal report. Examples of a specialty report may be a feasibility study or a report from a professional landscape architect to estimate the cost-to-cure damages to a golf course or from a professional engineer to provide a report on the cost of developing a subdivision of real estate.

Upon the completion of appraisal report(s), the CONSULTANT shall deliver one (1) hard copy and/or one (1) electronic copy of each appraisal report to the LPA. The LPA shall transmit all appraisal report(s) to the project Review Appraiser. The LPA will approve payment of the appraisal report(s) upon review, and acceptance or recommended approval from the Review Appraiser.

Revised Appraisal Reports and Project Sales Brochure

The LPA will review any and all revisions to the Right of Way Acquisition Maps and Deeds and in consultation with the Review Appraiser will determine if the revision will require a revised appraisal of the parcel. If it is determined that a revised appraisal report is necessary, the CONSULTANT will develop and report a revised appraisal. If the CONSULTANT initiates the request for revision to the Right of Way Plans and maps and deeds, the request must be made to the LPA and have the concurrence of the Review Appraiser. All appraisals shall be completed in accordance with the requirements above for appraisals.

Upon completion of the revised appraisal report(s), the CONSULTANT shall deliver to the LPA one (1) hard copy of the appraisal report and/or one (1) electronic copy. The LPA will transmit all revised appraisal report(s) to the project Review Appraiser.

If the revised appraisal report resulted in any changes or additions to the Project Sales Brochure, the CONSULTANT shall be responsible for including the new and/or revised sale record(s) to the LPA and the Review Appraiser. All revised appraisal report(s) shall be reviewed, accepted or recommended, by the Review

Appraiser prior to any establishment of just compensation being made by the LPA. The LPA will approve payment of the revised appraisal report(s) upon review, acceptance and recommended approval from the Review Appraiser.

Preparation of Appraisals for Court Testimony

The following services may be included in the scope of work for this contract and in compensation covered under this contract. If the following services are required under the scope of work for this contract, the services shall be considered part of this contract and shall be commenced upon written authorization from the LPA at the time they are needed in accordance with the compensation agreed to in the fee schedule contained within the Real Estate Service Contract for LPAs in Mississippi.

If the preparation of appraisals for court testimony and attendance at pre-trial conferences or trial testimony or other court proceedings relating to the acquisition of the right of way for the Project are NOT covered by this Contract (or the compensation to the CONSULTANT under this Contract), the services may be considered as "Additional Services" for all purposes and the fees for "Additional Services" shall be negotiated and agreed to at the rates provided within the Real Estate Service Contract for LPAs in Mississippi by a Supplemental Agreement to this Contract prior to the rendering of such "Additional Services".

In the event of condemnation proceedings, the LPA shall direct the CONSULTANT to prepare appraisal(s) for court testimony. The appraisal(s) for court testimony shall be completed in preparation for testimony before the Special Court of Eminent Domain and shall be performed and completed in accordance with the requirements set forth herein, as of the date of the filing of the suit.

A letter shall be sent by LPA to the CONSULTANT, requesting the preparation of an appraisal report for court, court pre-trial preparation conferences and meetings with the legal representatives of the LPA, and trial testimony if required. The appraisal for court shall include, but not be limited to, market research, property inspection(s), report writing and preparation, preparation of the discovery material, and transmittal letters. The appraisal report prepared for court testimony shall be reviewed and accepted by the Review Appraiser before any pre-trial conferences and court testimony unless otherwise authorized by the LPA. The LPA shall approve payment of the appraisal report prepared for court testimony, upon review and acceptance for court testimony by the project Review Appraiser.

The LPA may require and request the attendance of the CONSULTANT and/or the Appraiser of Record at conferences for the purpose of discussing certain aspects of the appraisal report or for pre-trial conferences for the purpose of discussing certain aspects of the appraisal report or for pre-trial conferences with the attorney prior to actual court trial. Also, the CONSULTANT, or, more specifically, the Appraiser of Record shall be available for court appearances and court testimony to provide an oral testimony of his appraisal for Court and opinion of market value.

The CONSULTANT shall be responsible for supplying all appraisal expert witness testimony and for delivering all Appraisal Reports for Court to meet all deadlines. In the event the Appraiser of Record cannot fulfill the obligations to testify as the valuation witness, the CONSULTANT shall be responsible for supplying a properly qualified substitute appraisal witness acceptable to the LPA at no additional costs above the agreed upon fee for this service.

APPRAISAL REVIEW SCOPE OF WORK

General

Prior to the Establishment of the Amount Believed to be Just Compensation, the Fair Market Value Offer, and Acquisition of the parcel interest, a review of the appraisal report shall be performed by the Review Appraiser. The appraisal review shall be developed and reported in compliance with the terms of this contract, and all applicable laws, rules and regulations including, without limitation, the following:

1. The Uniform Standards of Professional Appraisal Practice, (USPAP);
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §4601 and Regulations promulgated pursuant thereto at 49 CFR Part 24;
3. The Review Appraiser should be a State Certified General Real Estate Appraiser with at least six (6) years' of experience in appraisal for the purpose of acquisition of right of way, or shall at a minimum conform to the requirements of 24.103 (d)(1)(2) of 49 CFR 24 of the Uniform Act;
4. All appraisal review reports shall be completed in a format materially equivalent to the MDOT Appraisal Review Report Forms;
5. If the MDOT Appraisal Review Reports are used, all references to MDOT must be edited to replace MDOT with the LPA name; and
6. The Establishment of the Amount Believed to be Just Compensation or also referred to as the Establishment of Just Compensation (EJC) Form shall be completed on the approved MDOT form, edited to replace the references to MDOT with the LPA name.

Appraisal Review Scope of Work

The Review Appraiser shall meet with the LPA and the real estate CONSULTANT at the beginning of the project acquisition phase to discuss the project status, plans, the possible use of waiver valuations, and the real property appraisal and review appraisal process. This meeting shall be held at a place determined by the LPA.

The primary function of the Review Appraiser under this contract is to recommend (to the LPA) an appraisal that can be used as the basis for the establishment of the amount believed to be just compensation for each parcel to be acquired on the project. Therefore, the Appraisal Review Reports developed and reported as part of this contract shall, at a minimum, meet the following requirements as defined in 49 CFR 24.104 as follows:

1. A qualified Review Appraiser (*see* §24.103(d) (1) and appendix A, §24.104) shall examine the presentation and analysis of market information in all appraisals to assure that they meet the definition of appraisal found in 49 CFR 24.2(a) (3), appraisal requirements found in 49 CFR 24.103 and other applicable requirements, including, to the extent appropriate, the UASFLA, and support the appraiser's opinion of value. The level of review analysis depends on the complexity of the appraisal problem. As needed, the review appraiser shall, prior to acceptance, seek necessary corrections or revisions;
2. The Review Appraiser shall identify each appraisal report as 1) recommended (as the basis for the establishment of the amount believed to be just compensation), 2) accepted (meets all requirements, but not selected as recommended, or 3) not accepted (does not meet all requirements and is not selected as recommended or accepted); and
3. If the Review Appraiser is unable to recommend an appraisal as an adequate basis for the establishment of the offer of just compensation, and it is determined by the acquiring Agency that it is not practical to obtain an additional appraisal, the Review Appraiser may, as part of the

review, present and analyze market information in conformance with §24.103 to support recommended value. (See appendix A, §24.104(b).)

The Review Appraiser shall prepare a written report that identifies the appraisal reports reviewed and documents the findings and conclusions arrived upon during the review of the appraisal(s). Any damages or benefits to any remaining property shall be identified in the Review Appraiser's report. The Review Appraiser shall also prepare a signed certification that states the parameters of the review. This certification shall state the recommended value.

The Review Appraiser shall not begin work before the LPA issues the notice to proceed. The Review Appraiser shall begin appraisal review work and shall continue until all appraisals, appraisal revisions, and appraisals for court, if requested as part of this scope of work, have been received, reviewed, accepted and/or recommended. The Review Appraiser shall complete the review of each appraisal report within a reasonable time to be determined by the LPA. If deficiencies are found, the appraisal report will be returned to the CONSULTANT for corrections or clarifications, and the Review Appraiser shall have additional time to complete the appraisal review as determined by the LPA.

The Review Appraiser shall provide to the LPA a Review Appraisal Weekly Status Report in a format prescribed by the LPA, but may use the Review Appraisal Weekly Status report as a guide..

The Review Appraiser shall provide one (1) recommended appraisal report, one (1) appraisal review report, and one (1) Establishment of Just Compensation (EJC) Form to the LPA. The LPA's designated official shall complete the Establishment of Just Compensation Form (EJC) by signing and dating the form. Once the EJC has been completed by the LPA, the LPA shall submit one (1) copy of the recommended appraisal report, one (1) copy of the review appraisal report, and one (1) copy of the completed EJC to the CONSULTANT for each parcel on the project. This document shall be provided at the discretion of the LPA in either hard copy or electronic format.

In addition to the requirements set forth in the preceding paragraphs, the Review Appraiser shall be available to assist and advise the LPA, the CONSULTANT, when difficulties arise. Difficulties may involve, but are not limited to, recommending changes in the proposed acquisition, explaining differences in values from different appraisals, or correcting omissions or changes. In addition, the Review Appraiser shall make a supported, written recommendation to the LPA when a second appraisal is needed or when the services of a specialist are needed. The Review Appraiser shall be available to meet with the LPA, the CONSULTANT, to discuss the Review Appraiser's recommended appraisal report of his estimate of market value, if applicable.

The negotiated appraisal review fee per parcel agreed to and made a part of the Real Estate Service Contract shall include any and all expenses necessary for, and related to, 1) review and acceptance of the Project Sales Brochure, 2) developing and reporting the original and revised Appraisal Review Reports, which results in a recommended amount believed to be just compensation, 3) preparation of the EJC, and, upon request by the LPA, 4) time required to attend conferences for the purpose of discussing certain aspects of the appraisal report.

Review Appraiser services related to the preparation of eminent domain proceedings may be part of this contract or as a supplemental agreement for additional services to this contract. If the Review Appraiser(s)' eminent domain related services are part of this contract or a supplemental agreement, the negotiated per parcel fee for review of appraisal for court testimony shall include any and all expenses for developing and reporting the acceptance of an appraisal for court testimony for eminent domain purposes, if necessary and requested by the LPA. If the Review Appraiser(s)' services are requested for pre-trial preparation of trial

testimony, the services will be charged on an hourly basis as specified in this contract or a supplemental agreement to this contract.

The LPA shall approve payment of appraisal reports for each parcel appraised on the project upon review and acceptance or recommended approval of the appraisal report from the Review Appraiser. The LPA shall approve payment of the appraisal review reports on each parcel appraised on the project upon acceptance by the LPA of the recommended appraisal report or Review Appraiser(s)' determination of value, appraisal review report and submission of the amount believed to be just compensation on the Establishment of Just Compensation from the Review Appraiser.

When all of the appraisals on the project have been reviewed, recommended, or accepted, and all parcels have been either acquired by deed or recommended for condemnation, the Review Appraiser shall provide a final copy of the Project Sales Brochure to the LPA. The following items shall be furnished as indicated.

The LPA shall furnish to the Review Appraiser the following:

1. One (1) original Appraisal Report;
2. One (1) Project Sales Brochure;
3. One (1) Project Sales Location Map;
4. One (1) Record Search List of the Sections, Townships and Ranges searched for comparable sales;
5. One (1) set of full-scale Right of Way Plans, including revised plans; and
6. One (1) set of Project Acquisition Maps, including revised maps.

The Review Appraiser shall furnish to the LPA the following:

1. One (1) recommended Appraisal Report;
2. One (1) Appraisal Review Report;
3. One (1) Establishment of Just Compensation (EJC) Form to be approved (completed, signed and dated) by the LPA designated official; and
4. Review Appraisal Status Report on a regular basis.

The LPA will furnish to the CONSULTANT the following:

1. One (1) copy recommended Appraisal Report;
2. One (1) copy Appraisal Review Report;
3. One (1) copy of the LPA approved Establishment of Just Compensation (EJC) Offer; and
4. Copy of the Review Appraisal Status Report on a regular basis.

ACQUISITION SCOPE OF WORK

General

The CONSULTANT shall perform the acquisition of real property scope of work in accordance with all applicable state and federal laws and regulations, including, but not limited to, the regulations found in the Uniform Act, 49 CFR 24.102.

Prior to the Initiation of Negotiations

After the LPA has received written authorization for the MDOT LPA District Coordinator to begin the acquisition process, but prior to the initiation of the negotiations, the CONSULTANT shall review ROW acquisition maps, instruments of conveyance and appraisals to verify the consistency of the information, such as the description of the area to be acquired and to identify all interests of each parcel.

Additionally, the CONSULTANT shall review title work to identify the owner(s) of record and any mortgages, tax liens, and other liens or judgments. If title update is needed, request shall be forwarded to the LPA Project Director.

Waiver Valuation

Prior to the initiation of negotiations, the real property to be acquired shall be appraised, except as provided in 49 CFR 24.102(c) (2). An appraisal may not be required if:

1. The owner is donating the property and releases the Agency from its obligation to appraise the property; or
2. The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data.
3. When the Agency determines the appraisal is unnecessary, the Agency shall prepare a waiver valuation; and
4. The person performing the waiver valuation must have sufficient understanding of the local real estate market to be qualified to make the waiver valuation.

The CONSULTANT in consultation with the Review Appraiser for the project shall make a recommendation to the LPA Project Director that a parcel meets the above criteria for being valued by a Waiver Valuation. The LPA Project Director shall provide the CONSULTANT with written approval to proceed with the acquisition of the parcel using a Waiver Valuation Form. A Waiver Valuation shall be completed by the CONSULTANT for all applicable parcels and submitted to the LPA Project Director. The LPA shall establish the amount believed to be just compensation based on the total compensation of the Waiver Valuation. The LPA Project Director shall return the Waiver Valuation and the Establishment of Just Compensation to the CONSULTANT upon completion. The CONSULTANT shall use the Waiver Valuation and Establishment of Just Compensation to prepare the Fair Market Value Offer (FMVO) for each Parcel. (Se. The LPA Project Director shall approve the FMVO prior to the offer being made to all interest holders of the property to be acquired by the CONSULTANT.

Establishment and Offer of Just Compensation

The LPA shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the recommended appraisal of the fair market value of the property, taking into consideration the value of allowable damages or benefits to any remaining property. The amount which the LPA believes is just compensation for the real property shall be established either by the appraisal and appraisal review process or the waiver valuation process. The LPA official must establish the amount believed to be just compensation, per 49 CFR 24.102(d). Promptly thereafter, the LPA shall provide CONSULTANT with the establishments of just compensation of the FMVO to enable the CONSULTANT to make the Fair Market Value written offer to the owner to acquire the property for the full amount believed to be just compensation.

Begin Acquisition

As soon as feasible, after the LPA has received written authorization to begin the Right of Way Acquisition phase of the LPA project and the LPA has notified the CONSULTANT of receiving such written authorization, the CONSULTANT shall begin the acquisition process. The CONSULTANT shall make every reasonable effort to acquire the real property expeditiously by negotiation.

Administrative Settlement

The purchase price for the property may exceed the amount offered as just compensation when reasonable efforts to negotiate an agreement at that amount have failed and the authorized LPA official approves such administrative settlement as being reasonable, prudent, and in the public interest. The CONSULTANT shall furnish to the LPA official a written justification and request for Administrative Settlement, which states all applicable information, including trial risks, and all documentation in support of such a settlement, as set forth in 49 CFR 24.102(j) and §43-37-2 of the MS Code of 1972, Annotated as Amended. The LPA shall promptly advise the CONSULTANT of approval of an administrative settlement.

Acquisition by Deed

When a parcel is acquired by deed, the CONSULTANT shall furnish to the LPA the following:

1. The original documentation that an agreement was reached with the property owner(s) and agreed upon method of payment, with the signature of the CONSULTANT'S acquisition agent or CONSULTANT project manager recommending payment;
2. A copy of the executed instruments of conveyance, along with copies of executed partial releases of deeds of trust including executed Third Party Release Authorization Form from the property owners;
3. An executed IRS Form W-9 from the property owner(s);
4. A copy of a Fair Market Value Offer (FMVO) which was given to every identifiable interest holder, including documentation and justification of any administrative settlements that are issued by the LPA. This Fair Market Value Offer shall be in a form prescribed by the LPA and the CONSULTANT may utilize the MDOT ROW Operations Manual for reference. (*See Exhibit G*).
5. A contact record in a format prescribed by the LPA. Formatting of the contact record and information contained therein will include, but not be limited to, the date of the meeting and the name(s) of person(s) in attendance, along with all contact information; indication that a Citizen's Guide to Acquisition was given to the property owner(s) along with the written FMVO, W-9, tax

letter (when appropriate), map with acquisition area highlighted and instrument(s) of conveyance. The contact record shall also indicate the CONSULTANT has inquired if any judgments, lis pendens, tax liens, other liens, or mortgages exist for the subject property (when appropriate). If such liens do exist on the parcel, the CONSULTANT must certify that the property owner(s) have been made aware of these liens and notified that such liens will be added to the check to be issued to them. If such liens can be satisfied before parcel is submitted for payment, the contact record shall indicate the date paid and proof of payment shall be attached. Every contact with the property owner(s) whether in person, over the phone, by letter or email must be documented in detail. Documentation should provide a sequence of events up to the point of agreement. And;

6. An original closing statement signed by the CONSULTANT and all parties. This closing Statement shall be in a form prescribed by the LPA, but the CONSULTANT may utilize the MDOT ROW Operations Manual for reference.

Acquisition by Donation

The CONSULTANT may acquire the parcel by donation as set forth in 49 CFR 24.108. In so doing, the CONSULTANT must fully inform the owner of the right to receive just compensation for such property, and that the owner(s) may donate such property, or any part thereof, or any interest therein, to the LPA, as the owner(s) shall determine. The CONSULTANT shall assure that the appraisal and review appraisal processes have occurred, unless the LPA determined prior to negotiations that the Waiver Valuation process is applicable and was utilized on the property or the owner(s) have waived the right to an appraisal. The CONSULTANT must obtain from all ownership interests waiver of the right to an appraisal in writing, together with written waiver of the right to receive just compensation.

The instrument of conveyance for the donated parcel shall include the following clause and the clause must be initialed by the landowner(s) and the CONSULTANT acquiring:

"I/We fully understand that we have the right to receive just compensation for the real property herein described based on an appraisal of said property. I/We hereby waive our right to just compensation and donate the real property herein described to _____."

In the event that the property owner additionally waives the right to the appraisal process, an additional statement shall be added to the instrument of conveyance as follows:

"I/We further understand that we have the right to request that a fair market value appraisal of the property be made and I/We hereby waive that right."

Acquisition by Condemnation

When a parcel is to be acquired by condemnation, CONSULTANT shall furnish the following:

1. Written recommendation for condemnation signed by the CONSULTANT, with any counter offer information given by landowner(s). The condemnation form shall provide physical addresses, not post office boxes, of all parties involved in the condemnation;
2. Statement in contact record that a copy of the Fair Market Value Offer was delivered to every identifiable interest holding including a copy of the Fair Market Value Offer given; and
3. A contact record in a format prescribed by the LPA. Formatting of the contact record and information contained therein will include, but not be limited to, the date of the meeting and the name(s) of person(s) in attendance, along with all contact information; indication that a Citizen's Guide to Acquisition was given to the property owner(s) along with the written FMVO, W-9, tax letter (when appropriate), map with acquisition area highlighted and instrument(s) of conveyance. The contact record shall also indicate the CONSULTANT has inquired if any judgments, lis pendens, tax liens, other liens, or mortgages exist for the subject property (when appropriate). Every contact with the property owner(s) whether in person, over the phone, by letter or email must be documented in detail. Documentation should provide a sequence of events up to the point of agreement.

Once a parcel has been recommended for condemnation by the Consultant and the LPA Project Director has approved the parcel for condemnation, the LPA must pass an Order of Condemnation on each parcel being placed into condemnation.

Payment and Closings

Before requiring the owner to surrender possession of the real property, the LPA shall pay the agreed purchase price to the owner, or in the case of a condemnation, deposit with the court, for the benefit of the owner, an amount not less than the LPA's approved (or recommended) appraisal of the fair market value of such property, or the court award of compensation in the condemnation proceeding for the property, as set forth in 49 CFR 24.102(j). It may be necessary for the CONSULTANT to be present at real property closings.

The CONSULTANT, when submitting a pay package to the LPA for processing and payment to the landowner(s) shall ensure that all necessary documentation is submitted to the LPA for their files. The CONSULTANT may utilize the MDOT ROW Operations Manual as reference and utilize The Consultant Checklist, or other similar document. (*See Exhibit J*).

Acquisition Status Reports and Record Keeping

The CONSULTANT shall furnish the LPA Project Director, on an agreed upon basis, a status report in a format prescribed by the LPA, using the MDOT ROM as a reference. (*See Exhibit K, Weekly Acquisition Status Report*). This status report shall be inclusive of, but not limited to, number of parcels in the Project, Project number(s), number of files in negotiation, number of files acquired and condemned, parcel numbers, date of negotiations, date of fair market value offers, date acquired, condemnation dates, acreage involved, values on land, improvements, and damages and amount(s) of any administrative settlement(s), if applicable.

All information and files must be maintained by the LPA for a period of three (3) years, and must be made available immediately to MDOT at any time upon MDOT's request. These records must be maintained as prescribed by 49 CFR Part 24 §24.9.

Payment of Services

The LPA will be liable to CONSULTANT for acquisition fees upon receipt of all necessary and recorded conveyance instruments from the CONSULTANT.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual Labor Hour/Unit Cost Basis and/or Lump Sum/Firm Fixed Price Basis for the satisfactory completion of the Scope of Work set forth under "Exhibit 2" hereto, or all salaries, payroll additives, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead, and direct costs. Direct salaries are those amounts actually paid to the person performing the Services which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated unless specifically stated otherwise in the Contract. Accordingly, direct salaries chargeable to the Contract shall not include any overtime premiums. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT'S allowable indirect costs attributable to the Contract.

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work which are charged directly to the project and not included in overhead.

Fixed-fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT'S profit and business expenses not allocable to overhead for the successful completion of the Services.

Labor-Hour rate as the term is used herein shall include all direct salaries, payroll additives, overhead, and). Unit costs, as the term is used herein shall include all direct costs and profit, and any other associated costs Labor-Hour rates/Unit Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the services in the CONTRACT. The Labor Hour rates/Unit costs shall not exceed those rates established in the Rate Table of Exhibit 3.

Lump sum/Firm-fixed price, as the term is used herein, shall include a firm price for a defined deliverable. The price will not be subject to adjustment based on the consultant's cost of performing the Scope of Work in the Contract. Unit-cost rates as the term is used herein shall include all direct salaries, payroll additives, overhead, direct costs and profit, as well as any other associated expenses. The Unit-Cost rates shall be established in the Rate Table of Exhibit 3. Unit-cost rates are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the services in the CONTRACT. The Unit-cost rates shall not exceed those rates established in the Rate Table of Exhibit 3.

If requested by the LPA, all charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct Costs:

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the State Travel Handbook (*i.e. State Travel Policy Rules & Regulations published by the Mississippi Department of Finance and Administration*), whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the State Travel Handbook shall govern the allowability of any expense reimbursement. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** In addition, no meal reimbursement will be allowed when there is no overnight stay. **All Direct costs must be substantiated by supporting data in accordance with the State Travel Handbook, i.e., mileage, log books, receipts, etc.**

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Real Estate Services Fee Schedule
Project No. 110921-560
City of Southaven

MAXIMUM ALLOWABLE COST

The consultant shall not exceed the "Cost per Parcel" rate established for this Work Assignment identified below:

Function	Est. No. of Parcels	Cost per Parcel	Total Cost
<u>SURVEY PHASE</u>			
Boundary Survey	32	\$1500	\$48,000
Maps & Deeds	32	\$500	\$16,000
TOTAL			\$64,000
<u>TITLE WORK</u>			
Title Work Research	32	\$200	\$6400
TOTAL			\$6,400
<u>APPRAISAL PHASE</u>			
Original Appraisal Reports			
Unimproved	5	\$2000	\$10,000
Improved Land Only	27	\$2000	\$54,000
Revised Appraisal Reports (if requested)	10	\$500	\$5,000
Appraisal Reports for Court (if requested)			
Unimproved	3	\$750	\$2250
Improved	3	\$750	\$2250
Pretrial Preparation and Trial Testimony for Court (if requested)	20 hrs	\$120/hr	\$2400
Total Estimated Direct Costs for Labor Hours			\$0
TOTAL			\$75,900
<u>REVIEW APPRAISAL PHASE</u>			
Review Appraisal Reports			
Unimproved	5	\$1400	\$7,000
Improved Land Only	27	\$1400	\$37,800

Revised Appraisal Reports (if requested)	10	\$300	\$3,000
Appraisal Review for Court (if requested)			
Unimproved	3	\$500	\$1,500
Improved Land Only	3	\$500	\$1,500
Pretrial Preparation and Trial Testimony for Court (if requested)	20 hrs	\$120/hr	\$2,400
Total Estimated Direct Costs for Labor Hours			\$0
TOTAL			\$53,200

ACQUISITION PHASE

Original Acquisition of Parcels			
Waiver Valuation Report	5	\$300	\$1,500
Acquisition of Unimproved Parcel	5	\$500	\$2,500
Acquisition of Improved Land Only Parcel	27	\$2000	\$54,000
Acquisition of Revised Parcel	10	\$500	\$5,000
TOTAL			\$63,000

Project Management

Project Management	32	\$1500	\$ 48,000
SUBTOTAL			\$ 48,000
TOTAL FEE			\$ 310,500

ESTIMATED DIRECT COSTS – APPRAISAL

	Est. No. of Units	Cost per Unit	Total
Mileage			
Lodging			
Meals			
Total			

ESTIMATED DIRECT COSTS – REVIEW APPRAISAL

	Est. No. of Units	Cost per Unit	Total
Mileage			
Lodging			
Meals			
Total			

EXHIBIT 4

SAMPLE COVER SHEET FOR CONSULTANT INVOICE (Summary)
[Labor-Hour/Unit Cost]

{LPA Name Here}
 {Physical Address Here}
 {City, State Zip Code Here}

DATE:

ATTENTION:

INVOICE NO. 0000*
 PERIOD , 20 THROUGH , 20
 PROFESSIONAL SERVICES IN ACCORDANCE WITH
 CONTRACT DATED , 20 , AS RELATES TO
 PROJECT NO. IN COUNTY. HIGHWAY .

CONSULTANT:
 CUSTOMER NUMBER 0000000000 FILE NUMBER 000-000000
 REPORT NUMBER: 000 through 000 FMS NUMBER 000000-000000LPA

	Summary of Billings		
	CURRENT Invoice	PREVIOUS Invoice	TOTAL ALLOWED TO DATE
UNIT COSTS			
Appraisal	\$	\$	\$
Review Appraisal	\$	\$	\$
Acquisition	\$	\$	\$
Relocation	\$	\$	\$
Property Management	\$	\$	\$
Eminent Domain Services			
Appraisals for Court			
LABOR HOUR			
Eminent Domain Servicesre-Trial Preparation	\$	\$	\$
Trial Testimony	\$	\$	\$
DIRECT EXPENSES			
Eminent Domain Services	\$	\$	\$
Title Services	\$	\$	\$
 PROJECT TOTAL	 \$	 \$	 \$

NOTE:

1. Attach supporting documentation.
2. * Invoice numbers should be no more than 12 characters in length (including letters, numbers, spaces, and symbols). No duplicate invoice numbers are allowed.
3. The consultant may use its own invoice form so long as it has been approved. Prior to submission by the CONSULTANT, said form should, at a minimum, contain the above information.

Sample Invoice by Parcel Unit Cost /Hourly Rate

{LPA Name Here}
 {Physical Address Here}
 {City, State Zip Code Here}

DATE:

ATTENTION: {LPA} Administrator

INVOICE NO. 0000*
 PERIOD _____, 20____ THROUGH _____, 20____
 PROFESSIONAL SERVICES IN ACCORDANCE WITH
 CONTRACT DATED _____, 20____, AS RELATES TO
 PROJECT NO. _____ IN _____ COUNTY. HIGHWAY _____
 CONSULTANT: _____

Services Rendered under this Invoice: {Appraisal, Review Appraisal, Acquisition, Relocation, Property Management, or Eminent Domain}				
Parcel No.	No. of Units	Unit Fee	Type of Work**	Total
		\$		\$
		\$		\$
		\$		\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. Attach supporting documentation.
2. * Invoice numbers should be no more than 12 characters in length (including letters, numbers, spaces, and symbols). No duplicate invoice numbers are allowed.
3. The consultant may use its own invoice form so long as it has been approved. Prior to submission by the CONSULTANT, said form should, at a minimum, contain the above information.
4. ** Specify "Type of Work" as denoted in Function list of Rate Schedule in Exhibit 3.

Sample Invoice by Lump Sum

{LPA Name Here}
{Physical Address Here}
{City, State Zip Code Here}

DATE:

ATTENTION: {LPA} Administrator

INVOICE NO. 0000*
PERIOD _____, 20____ THROUGH _____, 20____
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED _____, 20____, AS RELATES TO
PROJECT NO. _____ IN _____ COUNTY. HIGHWAY _____.
CONSULTANT: _____

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
Contract Mas \$ _____			
Percentage complete to date _____%	\$	\$	\$

EXHIBIT 5

**NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COPELAND ANTI-KICKBACK ACT DAVIS BACON ACT
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT
DISADVANTAGED BUSINESS ENTERPRISES ACT, WORKER VISIBILITY**

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the LPA, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.
2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).
3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.
4. Anti-kick back provisions: All CONTRACTS and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each CONSULTANT or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.
5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination

made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).
8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
9. Disadvantaged Business Enterprises (DBE): It is the policy of the MDOT to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin, or sex in the performance of this CONTRACT. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT to carry out those requirements is a material breach of this CONTRACT which may result in the termination of this CONTRACT or such other remedies as the MDOT deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for LPA of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or CONTRACT under a public transaction, violation of federal or state antitrust statutes or LPA of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with LPA of any of the offenses enumerated in paragraph (1)(b) of this certification;
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default; and
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (a) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding 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; and
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$25,000 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for LPA, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this agreement, or
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 8th day of April, 2024

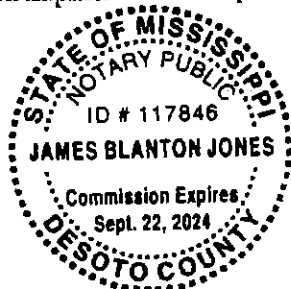
CIVIL-LINK, LLC

BY:

Danny W. Cordell, II, President

ATTEST: JAMES BLANTON JONES

My Commission Expires: SEPT 22, 2024



James Blanton Jones
Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the ____ day of _____, 20____.

City of Southaven, Mississippi



Darren Musselwhite

Darren Musselwhite, Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation LPA [MTC], Department of Employment Security, State Tax LPA, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

572258

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(n)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:

Authorized Officer or Agent

Date

Danny W Cordell, II

Printed Name of Authorized Officer or Agent

Resident

Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 8th day of APRIL, 2024.

James Blanton Jones
NOTARY PUBLIC

My Commission Expires: SEPT 22, 2024

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Administration of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

