RESOLUTION OF THE CITY OF SOUTHAVEN, MISSISSIPPI ADOPTING COUNTY ASSESSMENT ROLLS

WHEREAS, the Mayor and Board of Aldermen of the City of Southaven have entered into an agreement with the County Tax Assessor for the assessment of municipal ad valorem tax, and

WHEREAS, the County Tax Assessor has completed the assessment of real and personal property in accordance with Miss. Code Ann. Section 27-35-81, and

WHEREAS, pursuant to Miss. Code Ann. Sections 21-33-9 and 27-35-167 and other applicable law, the governing authority for the City of Southaven desires to adopt such assessment in the amount of \$771,484,667.00 and any subsequent changes to the rolls approved in accordance with law.

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

1. That the County assessment rolls of real and personal property within the municipality are hereby adopted, to be conformed to any subsequent changes to the rolls approved in accordance with law.

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

Alderman Kelly: YES

Alderman Hoots: YES

Alderman Jerome: YES

Alderman Gallagher: YES

Alderman Wheeler: YES

Alderman Flores: YES

Alderman Payne: YES

RESOLVED AND DONE this 6^{th} day of August, 2024.

TMAYOR.

ATTEST:

andres Mullen

CITY CLERK



THIRD ADDENDUM TO AGREEMENT OF DESOTO COUNTY, MISSISSIPPI, DESOTO COUNTY CONVENTION AND VISITORS BUREAU AND THE CITY OF SOUTHAVEN, MISSISIPPI FOR EXPANDING AND IMPROVING THE DESOTO COUNTY CIVIC CENTER

THIS THIRD ADDENDUM TO AGREEMENT ("Third Addendum") is made on this day of August, 2024, by and DeSoto County, Mississippi (the "County"), by and through its governing authority, the Board of Supervisors, (the "Supervisors"), the DeSoto County Convention and Visitors Bureau (the "CVB"), and the City of Southaven (the "City"), by and through its governing authority, the Board of Aldermen, (the "Alderman" and with the County and CVB being the "Parties").

Recitals

WHEREAS, on or about the 20TH day of April, 2023, the Parties entered into that agreement, styled "AGREEMENT OF DESOTO COUNTY, MISSISSIPPI, DESOTO COUNTY CONVENTION AND VISITORS BUREAU AND THE CITY OF SOUTHAVEN, MISSISSIPPI FOR EXPANDING AND IMPROVING THE DESOTO COUNTY CIVIC CENTER" ("Agreement") for the expanding, equipping, repairing, reconstructing, remodeling and enlarging CVB buildings including, but not limited to, the DeSoto Civic Center a/k/a the Landers Center; and

WHEREAS, paragraph 11 of the Agreement sets forth the obligations and commitments of the CVB and DeSoto County with regard to the planning, design, construction and management for the expansion and improvements to the DeSoto County Civic Center;

WHEREAS, the CVB has designated a certain portion of its real estate to be surplus property ("surplus property") since said parcel is not needed for governmental purposes. The surplus property is located property at the intersection of Pepperchase and Venture Drive which is on the Northwestern portion of the CVB's property. The surplus property encompasses a total of 337,105 square feet or 8.657 acres, more or less. A copy of the plat of said surplus property is attached as Exhibit "A" to this Third Addendum.

WHEREAS, Pursuant to paragraph 14 of the Agreement, the expansion of the DeSoto County Civic Center is subject to and conditioned upon the sale of the surplus property to a prospective hotel developer for the construction of a full-service hotel that is to be constructed

simultaneously with the expansion, and the aforementioned surplus property has been determined to be a suitable location for the proposed hotel site;

WHEREAS, Mississippi Code Section 57-7-1 allows any municipality, county, supervisors district, municipal airport authority, regional airport authority or other governmental subdivision to sell or lease surplus lands which are not needed for governmental purposes, and Mississippi Code Section 57-7-1 also allows for any such surplus property to be set aside and improved for industrial and/or commercial purposes to thereafter be leased or sold upon such terms and conditions as the governmental subdivision prescribes;

WHEREAS Mississippi Code Section 57-7-1 further allows for the governmental authority to provide for the improvement of such surplus property for industrial or commercial purposes, which includes, but is not limited to, the governing authority providing all necessary utilities therefor and providing for the grading, drainage, sewer, and all other necessary or proper utilities as may be necessary or proper to make such land desirable or useful as a site for an industrial or commercial purpose, and the costs and expenses of such improvements shall be paid for from funds made available from the lease or sale of such surplus property to the extent such funds are available:

WHEREAS, based upon the topographic layout of the above referenced surplus property, the CVB has determined that it is necessary for certain grading and improvements be made to the surplus property to make the surplus property "pad ready." In accordance with Mississippi Code Section 57-7-1, the CVB desires to make necessary and proper improvements to make the surplus property "pad ready" which shall make the surplus property more desirable and useful for the commercial purpose of the construction of a full-service hotel, and in accordance with Mississippi Code Section 57-7-1, the costs and expenses of such improvements shall be paid for from funds made available from the sale of such surplus property by the CVB; and

WHEREAS the Parties desire to amend the Agreement to include their supplemental funding commitments described herein.

Agreements

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the "Agreement," and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. All defined terms of the Agreement shall have the same meaning in this Third Addendum as are set forth in the Agreement unless otherwise specified herein.
- 2. Paragraph 11 of the Agreement is amended so as to include the following additional language:
 - f. In accordance with Mississippi Code Section 57-7-1, the CVB shall make its surplus property desirable and useful for sale for a commercial purpose by making certain improvements to the surplus parcel to make the surplus parcel "pad ready." The aforesaid pad ready site improvements, which are to be within the parcel boundary lines of the surplus property, shall include, but are not limited to, the completion of all demolition, mass clearing, grading, and initial installation of all erosion control measures required for the site, utility extensions and relocations required for water and sewer stubbed up within the property boundary lines for future connection, extensions and relocations required for underground site storm drainage system, and the grading of required building pads plus or minus one (1) foot, as shown and detailed in the engineered plans and specifications provided by the project's architect. In accordance with Mississippi Code Section 57-7-1, the costs and expenses of such improvements to said surplus property shall be paid for from funds made available from the sale of such lands by the CVB.
- 3. Except as amended by the terms of this Third Addendum, all other terms and conditions of the "Agreement," shall remain unchanged and in full force and effect. In the event the terms and conditions of the "Agreement" conflict with the terms of this Third Addendum, this Third Addendum shall be deemed to supersede and override the terms of the "Agreement."
- 4. This Third Addendum incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements and understandings between the parties concerning the subject matter hereof. No deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations, agreements or understanding, whether oral or written.

IN WITNESS WHEREOF, the Parties have caused this Third Addendum to be duly

executed on their behalf by their duly authorized representative.

DESOTO COUNTY
BY:
PRESIDENT, BOARD OF SUPERVISORS
DATE:
ATTEST:
CLERK - BOARD OF SUPERVISOR
CITY OF SOUTHAVEN
BY: HON. DARREN MUSSEL WHITE, MAYOR
DATE:
ATTEST: Ordrig Muller CITY CLERK
DESOTO COUNTY CONVENTION AND VISITORS BUREAU
BY: Man Falcher CHAIRMAN
CHARLY AND
DATE: /// DE STATE OF THE PARTY
ATTEST:

executed on their behalf by their duly authorized representative.

DESOTO COUNTY
BY: A CO CO COLON DE PRESIDENT, BOARD OF SUPERVISORS
DATE: August 5, 2024
ATTEST: 12 Styles Charces Clark CLERK - BOARD OF SUPERVISOR CLERK - BOARD OF SUPERVISOR M555155189
CITY OF SOUTHAVEN
BY: HON. DARREN MUSSELWHITE, MAYOR
DATE:
ATTEST:
CITY CLERK
DESOTO COUNTY CONVENTION AND VISITORS BUREAU
BY:
CHAIRMAN
DATE:
ATTEST:

RESOLUTION OF THE DESOTO COUNTY CONVENTION AND VISITORS BUREAU BOARD OF DIRECTORS

WHEREAS, the DeSoto County Convention and Visitors Bureau (DCCVB) is the owner of a certain parcel of real property described as 8.657 acres, more or less, which is surplus property located at the Northwest corner of Pepperchase Drive and Venture Drive located in the North Half of Section 12, Township 2 South, Range 8 West in DeSoto County, Mississippi, as shown highlighted on the attached plat, that was conveyed to the DCCVB by a Deed of Gift from W.E. Ross, Jr., Et Al to the DCCVB dated January 31, 1998, and recorded on February 5, 1998 in Deed Book 328, Page 40S in the Land Records in DeSoto County, Mississippi.

WHEREAS, since the acquisition of the property on February 5, 1998, the DCCVB has never used said parcel, it is no longer needed for, or related to purposes of the DCCVB and it has not been used in the operation of the DCCVB, and it has ceased being used for DCCVB purposes, and as a result, said parcel is hereby deemed to be surplus property in accordance with Mississippi Law.

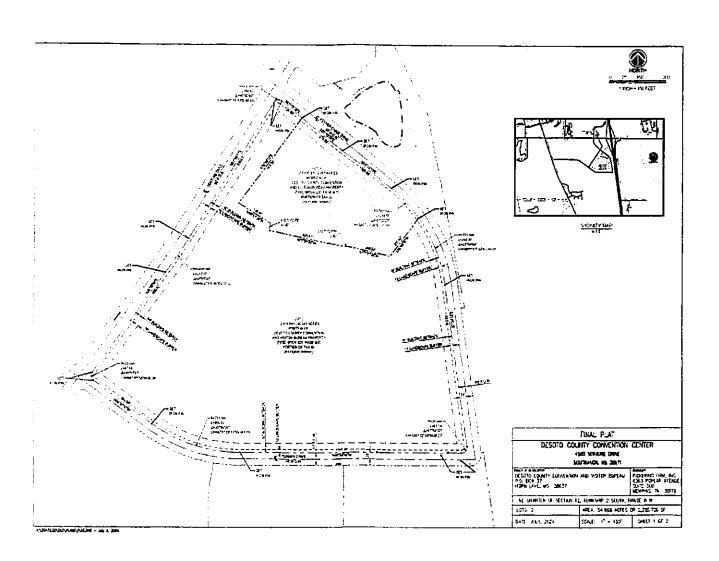
WHEREAS, the Board of Directors of the DeSoto County Convention and Visitors Bureau does hereby declare that the sale of this said surplus property is in the best interest of the DCCVB, and hereby authorizes the Executive Director to do all things necessary to sell said parcel in accordance with the Law, including but not limited to, contracting for the professional services of a Mississippi licensed real estate broker to assist in the marketing and sale of the parcel, if necessary, as required by Law.

WHEREAS, a copy of this resolution shall be placed upon and spread upon the minutes of the DCCVB as required by Law.

SO ORDERED this 18th day of July 2024.

MICHAEL HATCHÈR, CHAIRMAN

EXHIBIT ...





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- 2. The title to any and all products listed on the Sales Order remain with RJ Young Company (RJY) until full payment is received from you, Invoices are payable upon receipt unless prior written approval is received from the RJY corporate offices.
- Without prior written approval of RJY you may not assign any of your rights or obligations under this Agreement or allow a lien or encumbrance of any kind to be placed upon any products for which you have not received title free and clear.
- 4. If payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.
- 5. If payment is not paid when due, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under the law: (a) cancel this agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts, plus all our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession for any Equipment for which you have not received title free and clear.
- This Agreement, and other terms and conditions that you have acknowledged receipt of by signing this Sales Order, constitute the entire Agreement.
- 7. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

SMP AND/OR MAINTENANCE AGREEMENT

The following terms and conditions are in addition to the General Terms and Conditions above.

- 8. Service includes both labor and material for adjustments, repairs and replacement of parts as necessitated by normal equipment usage. Also included are regularly scheduled preventive maintenance and emergency service subject to provisions. The charge is based on the original geographic installation location of the machine and RJY must be notified whenever the geographical location of the equipment is changed. If the equipment has been moved to a new RJY service zone, a new agreement must be reached. For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. This agreement does not cover overhauls on the machine.
- Service calls will be made during normal business hours at the specified installation address. (Business hours are 8:00 a.m. to 5:00 p.m., Monday to Friday). Travel and labor time on calls made other than during normal business hours will be charged to Customer at established overtime rates.
- 10. Meter cards or fax forms will be provided to the Customer for monthly or quarterly billings. If forms are not received by the required date, an estimated meter will be used for billing purposes.
- Customer agrees to make available a Meter Contact for training purposes in the use of the equipment and agrees to notify RJY of any change in the Meter Contact assignment.
- 12. Service will not be provided on equipment upon which there has been used unauthorized parts or supplies or that has been modified or used by unauthorized personnel to repair or change said equipment. Master or drums will not be replaced under this agreement when damage is caused by operator abuse or error. An initial master or drum charge may be required on older equipment.
- 13. This agreement shall be effective on the date of delivery of equipment if new equipment, otherwise on the commencement date listed on the contract and shall continue for a period of 12 months from the date and will automatically renew for consecutive 12 month periods unless written cancellation notice is given by either party 30 days prior to the end of the then current term. In the event of cancellation of this agreement for any reason, unused supplies shall be the property of RJY, although Customer may purchase the supplies at the then prevailing retail rates. Customer agrees to pay the periodic charges and upon failure to do so RJY may (1) terminate the agreement, (2) refuse to service the equipment or furnish supplies, (3) recover damages as a result thereof.
- 14. At the end of each contract anniversary date, the rate charge can increase without written notice to allow for cost increases.
- 15. This agreement is not refundable or transferrable to a third party. If the equipment is traded in on new equipment, any unused portion of the contract period charge shall be prorated and credited to the Customer.
- 16. This agreement may not be assigned by Customer without the written consent of RJY. This instrument contains the entire agreement between the parties and cannot be altered or amended except by an instrument in writing signed by the parties hereto. Any agreement containing variations from the printed terms set forth herein must be accepted and counter-signed by an officer of RJY at its offices in Nashville, Tennessee.
- 17. Sales or use tax shall be added where applicable.

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Order #	J83Y00	Page	2 of 2
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- Without prior written approval of RJY you may not assign any of your rights or obligations under this Agreement or allow a lien or encumbrance of any kind to be placed upon any products for which you have not received title free and clear.
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- 5. If payment is not paid when due, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under the taw: (a) cancel this agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts, plus all our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession for any Equipment for which you have not received title free and clear.
- This Agreement, and other terms and conditions that you have acknowledged receipt of by signing this Sales Order, constitute the entire Agreement.
- 7. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

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- 13. This agreement shall be effective on the date of delivery of equipment if new equipment, otherwise on the commencement date listed on the contract and shall continue for a period of 12 months from the date and will automatically renew for consecutive 12 month periods unless written cancellation notice is given by either party 30 days prior to the end of the then current term. In the event of cancellation of this agreement for any reason, unused supplies shall be the property of RJY, although Customer may purchase the supplies at the then prevailing retail rates. Customer agrees to pay the periodic charges and upon failure to do so RJY may (1) terminate the agreement, (2) refuse to service the equipment or furnish supplies, (3) recover damages as a result thereof:
- 14. At the end of each contract anniversary date, the rate charge can increase without written notice to allow for cost increases.
- 15. This agreement is not refundable or transferrable to a third party. If the equipment is traded in on new equipment, any unused portion of the contract period charge shall be prorated and credited to the Customer.
- 16. This agreement may not be assigned by Customer without the written consent of RJY. This instrument contains the entire agreement between the parties and cannot be altered or amended except by an instrument in writing signed by the parties hereto. Any agreement containing variations from the printed terms set forth herein must be accepted and counter-signed by an officer of RJY at its offices in Nashville. Tennessee.
- 17. Sales or use tax shall be added where applicable.



Purchase / Service Agreement





Order # NT95	200								
Custo	mer's Full Legal Name ("Yo	u" and '	"Your"):	City Of Southa	ven				
Tr	ade / DBA Name (if differe	above):	<u> </u>						
					11 Highway 51 N				Suite:
City: Sou	thaven			State: M		-	Zip Code	: 38671	
Phone Numb	er: 662-280-6557			County: D	esoto		Fed Tax II	D: 64-0642	2403
Equipment	Information:								
Quantity	Make			Model			D	escription	
1	Zebra Printer ZC300 2Sided I	Bundle		<u>.</u>		ZC32-000C	Q00US00		
1	Zebra One Care 3 years			Zeb			Zebra One Care 3 year license		
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For Additional Equ	ipment - See Schedule A			·					
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		· ·		Included N	lonthly P	rints - Blk	0	Overage Ch	arge - Blk
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Service	Agreement Term (months):			Payment Terms			Over	age Period:	
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NTouch Sup	port Service Hourly Pay Option: Custor	ner may obt	ain the Soft	ware Support describe	in Secti	ion 13 at an hour	ly rate of \$149.		

You acknowledge and agree that this agreement (as amended from time to time, the "Agreement") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Agreement can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement) are not part of this Agreement. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents.

- 1. EQUIPMENT PURCHASE. You agree to purchase from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Agreement is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name, serial numbers and any other information describing the Equipment.
- 2. EQUIPMENT SERVICE & SUPPLIES. We have agreed to provide You with Equipment service during normal business hours and to provide You with all labor, toner, developer and parts necessary for You to produce copies, all of which are included in the Monthly Service Agreement amount. However, You agree that You must separately purchase all other supplies, including, without limitation, copier paper and staples, at Your own cost, and You must separately purchase Equipment service outside Our normal business hours and any service, parts or supplies required by Your misuse or abuse of the Equipment, negligence, use of improper supplies, electrical or environmental problems, improper moving, extraordinary use or failure to follow the manufacturer's suggested use instructions, each as reasonably determined by Us. At your request, We will also provide You with training on the use and care of the Equipment for no additional charge. You agree that You selected the Equipment based on Your own judgment. Your obligations hereunder are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever.
- 3. TERM AND PAYMENTS. You agree to pay Us, based on the payment terms listed above, the Total Cash Price for Equipment, plus applicable tax. Unless you notify Us in writing not less than 60 days nor more than 150 days prior to the expiration of the term, or any renewal term, that You intend to cancel, the Service Agreeement will automatically renew for an additional one-year period and all terms of this Service Agreement will continue to apply. You agree to pay the Monthly Service Agreement plus applicable Overage Charges and taxes by the due date set forth on Our invoice to You, even if You do not make the applicable number of copies in a given month. You agree that We may increase the Payment and/or the applicable Overage Charges once each year during the Term, by an amount not to exceed 15% per year. You shall allow Us to install a Data Collection Agent ("DCA") to facilitate the processing of meter readings. If a DCA is not installed or is disabled, You will provide Us by e-mail, telephone or facsimile with the actual meter readings when We so request. If We request You to provide Us with meter readings and You fail to do so within 7 days of Our request, then We may estimate the number of copies & prints collectively called Images made and invoice You accordingly. If 3 consecutive requests for actual meter readings go unanswered, a technician shall be dispatched to the Equipment to gather the meter readings and a charge will be assessed to You. No retroactive adjustments will be made to the estimated meter readings. As used herein, a "copy" is an increment of the machine page counter caused by any operation of the Equipment which causes paper to print, including printing, copying and fax printing. Scanning does not constitute a copy and is included at no extra charge, unless the number of pages scanned exceeds twice the number of copies, in which case You shall pay an additional fee determined by Us for excess scans. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or \$29.00 (or the maximum amount permitted by applicable law if less). You shall pay Us a returned check or non-sufficient funds charge of \$25.00 for any returned or dishonored check or draft.

Customer: (identified above)	<u> </u>	NovaTech, Inc. ("We," "Us," "Our" and "Owner")	
By:	Date:	Ву:	Date:
 			
x			
Print name:	Title:	Print name:	Title:

Page 1 of 2

- 4. DISCLAIMER. EXCEPT TO THE EXTENT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 5. INDEMNIFICATION. You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) (collectively "Claims") made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment or Our performance of any services hereunder, excluding any such Claims caused by Our gross negligence or willful misconduct. This obligation shall survive the termination of this Agreement. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment or Our performance of any services hereunder.
- 6. OWNERSHIP; USE AND MAINTENANCE. You will provide electrical power for the Equipment in accordance with manufacturer specifications, with suitable surge protectors and free of exposed wires, safety hazards or extension cords. You will maintain temperature, humidity and other environmental conditions at levels recommended by the manufacturer. You will locate the Equipment in an area with sufficient space for machine ventilation and adequate space for repairs as determined by Us. You will use supplies and paper specified by Us. You agree to maintain current anti-virus software for all computer systems connected to the Equipment and shall hold Us harmless in accordance with Section 5 for any damages caused by computer viruses. You are responsible for Equipment maintenance to the extent this Agreement does not require Us to provide the same. You will not remove the Equipment from the Equipment Location unless You first get Our permission. If the Equipment is moved to a new location, We may increase the Service Payment portion of the Total Payment and/or "overage" charges by a reasonable amount in order to account for any increased costs to Us in providing covered service, parts and supplies to You. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment.
- 7. ASSIGNMENT. You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Service Agreement, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Agreement, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform any of Our obligations hereunder. Any Transfer by Us will not relieve Us of Our obligations hereunder.
- 8. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Agreement or the Equipment. You agree to pay Us a supply freight fee for delivering supplies to You and for special orders.
- 9. **DEFAULT; REMEDIES**. You will be in default hereunder if (1) You fail to pay any amount due hereunder within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee, (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee, and/or (4) You and/or any guarantors or sureties of Your obligations hereunder (i) die, (ii) go out of business, (iii) commence dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer an adverse change in Your or their financial condition. If You default, We may do any or all of the following: (A) cancel this Agreement, (B) take possession of the Equipment (if not paid in a srequired herein) and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (C) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due, (ii) all remaining Payments for the remainder of the Term (iii) interest from the date of demand to the date paid at the rate of 1.5% per month (or the maximum amount permitted by law if less), and/or (D) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees, colle
- 10. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. This Agreement shall be governed by, enforced and construed in accordance with the laws of the state of Our principal place of business, or, if We assign this Agreement to an Assignee, the laws of the state of the Assignee's principal place of business, and any dispute concerning this Agreement shall be adjudicated in a federal or state court in such state, or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Owner or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Owner or its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION. If any amount charged or collected under this Agreement is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.
- 11. MISCELLANEOUS. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement, and (b) provide Your credit application, information regarding Your account to credit reporting agencies, potential Assignees and parties having an economic interest in this Agreement and/or the Equipment. You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.
- 12. THIRD PARTY SOFTWARE. Any software or updates provided by third party software manufacturers will be governed by the terms and conditions of the applicable license agreement.
- 13. NTOUCH SUPPORT SERVICE. As used herein, "Software Support" means the technical service for computer connectivity to the Equipment, including loading print drivers, configuring scan settings, desktop faxing and troubleshooting problems printing individual files, complex job creation, and color matching. During the first 30 days of the Term, We will provide You with MFP App, Fiery Controller and Software Support for no additional charge. Thereafter We will continue to provide You with Software Support (a) for an additional payment of \$15.00 per month for each item of Equipment (in addition to the Total Payments and other amounts due under this Agreement) for the Term if You checked the box for "NTouch Support Service Monthly Pay Option" on Page 1 of this Agreement, or (b) at the rate of \$149 per hour if You checked the box for "NTouch Support Service Hourly Pay Option" on Page 1 of this Agreement. You acknowledge that the installation, operation, upgrade or maintenance of the Equipment or software can cause data and/or files to be accessed, deleted or damaged and You will take precautions to backup, secure and protect all software, data and removable storage media prior to requesting Us to provide any Software Support.

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Non-Appropriation Addendum



Title of lease, rental or	other agreement: Purcha	se/Service Agreement	(the "Agreement")
Lessee/Renter/Custor	mer: City of Southaven	("Customer")	
Lessor/Lender/Owner	: NOVATECH, INC	("Company")	
This Addendum (this "Ad	dendum") is entered into by ar	d between Customer and Com	pany. This Addendum shall be effective as of the effective date of the Agreement.
			nd incorporated into, the Agreement as though fully set forth therein. As modified or

- provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

 2. GOVERNMENTAL PROVISIONS. Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Company of Such Non-Appropriation (ii) the permed due under the Agreement in Customer's payt fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of Such Non-Appropriation. (iii)
- which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and to perform all of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum and the transactions contemplated respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated
- 3. **INDEMNIFICATION.** To the extent Customer is or may be obligated to indemnify, defend or hold Company harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 2 above.
- 4. **REMEDIES.** To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.
- 5. GOVERNING LAW. Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located.
- 6. MISCELLANEOUS. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

Customer (identified above):	City of Southaven	Company (identified above): NOVATECH, INC						
Ву:	Date://	By:	Date://					
Print name:	Title:	Print name:	Title:					
Agreement Number:								
Master Agreement Number (if	applicable):							

Addendum



Title of lease, rental or other agreement: Purchase/Service Agreement NT96370 (the "Agreement")

Lessee/Renter/Customer: City of Southaven ("Customer")

Lessor/Lender/Owner: Novatech, Inc. ("Company")

This Addendum (this "Addendum") is entered into by and between Customer and Company. This Addendum shall be effective as of the effective date of the Agreement.

- 1. INCORPORATION AND EFFECT. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.
- 2. SERVICE PAYMENT INCREASE: For the first five (5) years of the Term, Company shall not increase the Payment or the applicable Overage Charges but thereafter Customer agrees that Company may increase the Payment and/or the applicable Overage Charges once each year during the Term, by an amount not to exceed fifteen percent (15%) per year.
- 3. MISCELLANEOUS. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

Customer (identified above): <u>City of Southaven</u>				Company (identified above): Novatech, Inc.			<u> </u>
Ву:	Date:	/	/	By:	Date:		/
Print name:	Title:			Print name:	Title:		•
	_			Agreement Number:			
				Master Agreement Number (if applicable):		-	

Purchase / Service Agreement

'NT96370' NOVATECH

Order # NT96	370			· · · · · ·			RRING EVE	TYTUHG UP TO	SPEED *
				<u> </u>					
Custo	<u>mer's Full Legal Name ("Y</u>	ou" and	<u>"Your"):</u>	City Of Southaver	1				
Tr	<u>ade / DBA Name (if differe</u>	ent from	above):						
	Primary	Street	Address:	8710 Northwest D)r	-		Suite:	
City: Sou	thaven			State: MS		Zip Code	38671		
Phone Numb	er: 662-393-5931		•	County:		Fed Tax II			
Equipment	<u>Information</u> :								
Quantity	Make			Model		Ð	escription		-
1	Сапоп		CA-IR52	9if	ImageRUNN	IER ADVANCE	DX 529IF		_
							· ·		
For Additional Equi	pment - See Schedule A								
Tota	al Cash Price for Equipment:	\$2,1	57.08	Included Monthly	Images - Bik	.0	Overage Ch	arge - Blk	
Base	e Monthly Service Payment:	\$C	.00	Included Monthly	Images - Clr	i O	Overage Cl	narge - Cir	
				Included Month	ly Prints - Blk	:0	Overage Ch	arge - Blk	\$.
Total Due (prior to sales tax): \$ 2,157.08			Included Month	ly Prints - Cir	0	Overage Char		\$ -	
Service	Agreement Term (months):		0	Payment Terms:	Monthly	Overa	ge Period:	Qu	arterly
NTouch Supp	cort Service Monthly Pay Option: Cust	omer agree	s to pay \$15	per month for each item of	Equipment for the S	oftware Support de	scribed in Sect	ion 13.	
	port Service Hourly Pay Option: Custo								
You acknowledge	e and agree that this agreement	f in	3 3 2						

You acknowledge and agree that this agreement (as amended from time to time, the "Agreement") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Agreement can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement) are not part of this Agreement. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents.

- 1. EQUIPMENT PURCHASE. You agree to purchase from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Agreement is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name, serial numbers and any other information describing the Equipment.
- 2. EQUIPMENT SERVICE & SUPPLIES. We have agreed to provide You with Equipment service during normal business hours and to provide You with all labor, toner, developer and parts necessary for You to produce copies, all of which are included in the Monthly Service Agreement amount. However, You agree that You must separately purchase all other supplies, including, without limitation, copier paper and staples, at Your own cost, and You must separately purchase Equipment service outside Our normal business hours and any service, parts or supplies required by Your misuse or abuse of the Equipment, negligence, use of improper supplies, electrical or environmental problems, improper moving, extraordinary use or failure to follow the manufacturer's suggested use instructions, each as reasonably determined by Us. At your request, We will also provide You with training on the use and care of the Equipment for no additional charge. You agree that You selected the Equipment based on Your own judgment. Your obligations hereunder are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever.
- 3. TERM AND PAYMENTS. You agree to pay Us, based on the payment terms listed above, the Total Cash Price for Equipment, plus applicable tax. Unless you notify Us in writing not less than 60 days nor more than 150 days prior to the expiration of the term, or any renewal term, that You intend to cancel, the Service Agreement will automatically renew for an additional one-year period and all terms of this Service Agreement will continue to apply. You agree to pay the Monthly Service Agreement plus applicable Overage Charges and taxes by the due date set forth on Our Invoice to You, even if You do not make the applicable number of copies in a given month. You agree that We may increase the Payment and/or the applicable Overage Charges once each year during the Term, by an amount not to exceed 15% per year. You shall allow Us to install a Data Collection Agent ("DCA") to facilitate the processing of meter readings. If a DCA is not installed or is disabled, You will provide Us by e-mail, telephone or facsimile with the actual meter readings when We so request. If We request You to provide Us with meter readings and You fail to do so within 7 days of Our request, then We may estimate the number of copies & prints collectively called Images made and invoice You accordingly. If 3 consecutive requests for actual meter readings go unanswered, a technician shall be dispatched to the Equipment to gather the meter readings and a charge will be assessed to You. No retroactive adjustments will be made to the estimated meter readings. As used herein, a "copy" is an increment of the machine page counter caused by any operation of the Equipment which causes paper to print, including printing, copying and fax printing. Scanning does not constitute a copy and is included at no extra charge, unless the number of pages scanned exceeds twice the number of copies, in which case You shall pay a additional fee determined by Us for excess scans. Restrictive endorsements on checks will not be binding on Us. All payments received will be ap

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ву: Х		VH	15	8/7/2024	By:	Date:
Print n	W		יראו	Parks Director	Print name:	Title:

- 4. DISCLAIMER. EXCEPT TO THE EXTENT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 5. INDEMNIFICATION. You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) (collectively "Claims") made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment or Our performance of any services hereunder, excluding any such Claims caused by Our gross negligence or willful misconduct. This obligation shall survive the termination of this Agreement. We shall not be flable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment or Our performance of any services hereunder.
- 6. OWNERSHIP; USE AND MAINTENANCE. You will provide electrical power for the Equipment in accordance with manufacturer specifications, with suitable surge protectors and free of exposed wires, safety hazards or extension cords. You will maintain temperature, humidity and other environmental conditions at levels recommended by the manufacturer. You will locate the Equipment in an area with sufficient space for machine ventilation and adequate space for repairs as determined by Us. You will use supplies and paper specified by Us. You agree to maintain current anti-virus software for all computer systems connected to the Equipment and shall hold Us harmless in accordance with Section 5 for any damages caused by computer viruses. You are responsible for Equipment maintenance to the extent this Agreement does not require Us to provide the same. You will not remove the Equipment from the Equipment Location unless You first get Our permission. If the Equipment is moved to a new location, We may increase the Service Payment portion of the Total Payment and/or "overage" charges by a reasonable amount in order to account for any increased costs to Us in providing covered service, parts and supplies to You. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment.
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- 9. DEFAULT; REMEDIES. You will be in default hereunder if (1) You fail to pay any amount due hereunder within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee, (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee, and/or (4) You and/or any guarantors or sureties of Your obligations hereunder (I) die, (ii) go out of business, (iii) commence dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell ail or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vI) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer an adverse change in Your or their financial condition. If You default, We may do any or all of the following: (A) cancel this Agreement, (B) take possession of the Equipment (if not paid in full as required herein) and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (C) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due, (ii) all remaining Payments for the remainder of the Term (III) interest from the date of demand to the date paid at the rate of 1.5% per month (or the maximum amount permitted by law if less), and/or (D) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees, c
- 10. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. This Agreement shall be governed by, enforced and construed in accordance with the laws of the state of Our principal place of business, or, if We assign this Agreement to an Assignee, the laws of the state of the Assignee's principal place of business, and any dispute concerning this Agreement shall be adjudicated in a federal or state court in such state, or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Owner or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Owner or its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION. If any amount charged or collected under this Agreement is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be interfective only to the extent of such unenforceability without invalidating the remainder hereof.
- 11. MISCELLANEOUS. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement, and (b) provide Your credit application, information regarding Your account to credit reporting agencies, potential Assignees and parties having an economic interest in this Agreement and/or the Equipment. You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Agreement. You walve notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.
- 12. THIRD PARTY SOFTWARE. Any software or updates provided by third party software manufacturers will be governed by the terms and conditions of the applicable license agreement.
- 13. NTOUCH SUPPORT SERVICE. As used herein, "Software Support" means the technical service for computer connectivity to the Equipment, including loading print drivers, configuring scan settings, desktop faxing and troubleshooting problems printing individual files, complex job creation, and color matching. During the first 30 days of the Term, We will provide You with MFP App, Fiery Controller and Software Support for no additional charge. Thereafter We will continue to provide You with Software Support (a) for an additional payment of \$15.00 per month for each item of Equipment (in addition to the Total Payments and other amounts due under this Agreement) for the Term if You checked the box for "NTouch Support Service Monthly Pay Option" on Page 1 of this Agreement, or (b) at the rate of \$149 per hour if You checked the box for "NTouch Support Service Hourly Pay Option" on Page 1 of this Agreement. You acknowledge that the installation, operation, upgrade or maintenance of the Equipment or software can cause data and/or files to be accessed, deleted or damaged and You will take precautions to backup, secure and protect all software, data and removable storage media prior to requesting Us to provide any Software Support.

Non-Appropriation Addendum



	Dimit Letti (filled of 10 SPEED
Title of lease, rental or other agreement: Purchase/Service Agreement	(the "Agreement")
Lessee/Renter/Customer: City of Southaven ("Customer")	
Lessor/Lender/Owner: NOVATECH, INC ("Company")	
This Addendum (this "Addendum") is entered into by and between Customer and Com	pany. This Addendum shall be effective as of the effective date of the Agreement
1. INCORPORATION AND EFFECT. This Addendum is hereby made a part of a	and incorporated into, the Agreement as though fully set forth therein. As modified o
pay all payments and other amounts due during Customer's current fiscal period; (c make all payments for the full term of the Agreement can be obtained; and (d) Custo which payments due under the Agreement may be made, including making provisions submitted and adopted in accordance with applicable law. If Customer's governing bo to become due under the Agreement in Customer's next fiscal period. ("Non-Appropria the Agreement will terminate as of the last day of the fiscal period for which appropria the Agreement will terminate as of the last day of the fiscal period for which appropriate to the terms of the Agreement. Customer's obligations under the Agreement in contravention of any applicable constitutional or statutory limitations or requirement constitute a pledge of Customer's general tax revenues, funds or monies. Customer power and authority under applicable law to enter into the Agreement and this Adde obligations hereunder and thereunder, (b) Customer has duly authorized the execution governing body and has obtained such other authorizations, consents and/or approval other requirements have been met, and procedures have occurred to render the Agreement and the Agreement an	ovenants to Company that: (a) Customer intends, subject only to the provisions of this ent for the full term; (b) Customer's governing body has appropriated sufficient funds to a customer reasonably believes that legally available funds in an amount sufficient to mer intends to do all things lawfully within its power to obtain and maintain funds from in for such payments to the extent necessary in each budget or appropriation request dy fails to appropriate sufficient funds to pay all payments and other amounts due and tion"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) opriations were received, and (iii) Customer shall return the Equipment to Company that shall constitute a current expense and shall not in any way be construed to be a debt its concerning Customer's creation of indebtedness, nor shall anything contained herein further represents, warrants and covenants to Company that: (a) Customer has the nature of the Agreement and this Addendum by appropriate official action of its and delivery of the Agreement and this Addendum by appropriate official action of its as as are necessary to consummate the Agreement and this Addendum, (c) all legal and greement and this Addendum enforceable against Customer in accordance with their sapplicable to the Agreement and this Addendum and the transactions contemplated
 INDEMNIFICATION. To the extent Customer is or may be obligated to Indem indemnification obligation shall arise only to the extent permitted by applicable law ar with Section 2 above. 	nnify, defend or hold Company harmless under the terms of the Agreement, any such nd shall be limited solely to sums lawfully appropriated for such purpose in accordance
 REMEDIES. To the extent Company's remedies for a Customer default unde Agreement, such acceleration shall be limited to amounts to become due during Custor 	r the Agreement include any right to accelerate amounts to become due under the mer's then current fiscal period.
GOVERNING LAW. Notwithstanding anything in the Agreement to the contrary accordance with the laws of the state in which Customer is located.	y, the Agreement and this Addendum shall be governed by, construed and enforced in
This Addendum may be executed in any number of counterparts, each of which shall h	ent not expressly inconsistent herewith, constitutes the entire agreement between the rail or written negotiations, understandings and commitments regarding such matters. It deemed to be an original, but all of which together shall be deemed to constitute one dendum and agrees that a facsimile or other copy containing Customer's faxed, copied sible as evidence of this Addendum.
Customer (identified above): City of Southaven	Company (identified above): NOVATECH, INC
By: Mesh brown Date: 8 /7 , 2024	By://
Print name: Wesley brown Title: Gits Director	Print name: Title:
Agreement Number:	

Master Agreement Number (if applicable):

Addendum



Title of lease, rental or other agreement: Purchase/Service Agreement NT96370 (the "Agreement")

Lessee/Renter/Customer: City of Southaven ("Customer")

Lessor/Lender/Owner: Novatech. Inc. ("Company")

This Addendum (this "Addendum") is entered into by and between Customer and Company. This Addendum shall be effective as of the effective date of the Agreement.

- 1. INCORPORATION AND EFFECT. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.
- 2. SERVICE PAYMENT INCREASE: For the first five (5) years of the Term, Company shall not increase the Payment or the applicable Overage Charges but thereafter Customer agrees that Company may increase the Payment and/or the applicable Overage Charges once each year during the Term, by an amount not to exceed fifteen percent (15%) per year.
- 3. MISCELLANEOUS. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts; each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

		Master Agreement Number (if	applicable):
•		Agreement Number:	
Print name: Westy Brown	Title: falts Director	Print name:	Title:
Ву:	Date: 8 / 7 2024	Ву:	Date: / /
Customer (identified above): City of South	<u>aven</u>	Company (identified above):	Novatech, Inc.

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

WHEREAS, the City of Southaven ("City") Fire Department is presently in possession of:

2001 Dodge Ram 1500 (Blue) VIN 1B7HC16Y415166315 Mileage 97,113 Fleet number 3005

2003 Ford Expedition (Maroon) VIN 1FMPU15L13LA62145 Mileage 171,922 Fleet number 5003

(collectively, the "Vehicles")

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

WHEREAS, the Vehicles shall be surplused pursuant to Mississippi Code 17-25-25(2); and

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

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

- 1. The Vehicles be hereby declared as surplus property pursuant to Mississippi Code 17-25-25(2) and 17-25-25(5).
- 2. The City Fire Chief, or his designee, is hereby authorized and directed to any and all actions to effectuate the intent of this Resolution.

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

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

RESOLVED AND DONE, this $6^{\rm th}$ day of August, 2024.

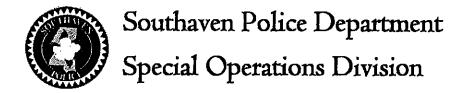
Darren Musselwhite, MAYOR

indua Mullar

ATTEST:

CITY CLERK





INTEROFFICE MEMORANDUM

From:

Captain Brett Logazino

To:

Deputy Chief Scallorn July 11, 2024

Date: RE:

Griffith Towing

On Thursday, July 11, 2024, at 07:30 hours a crash occurred at the intersection of Church Road and I-55 N/B involving a dump truck that overturned as it was attempting to turn onto I-55. Griffith Towing was called to the scene on a rotational call to upright the truck. I spoke with the heavy duty wrecker driver and asked him where he was towing the trailer and he stated that he was towing it to the Southaven lot on Hwy 51. The scene was cleared and Officer Holliday observed the Griffith Towing heavy duty wrecker towing the trailer N/B on Hwy 51 from Stateline Road at 11:04 hours. I referred to the MDOT camera at the intersection and captured the truck on video. The video has been downloaded and saved to my computer.

On Thursday, June 6, 2024, a10:40 hours a crash occurred at Hospitality Drive and Hwy 302 involving an 18 wheeler. Griffith was called to the scene to remove the 18 wheeler trailer. I asked the driver where he was taking the trailer and he advised the lot on Hwy 51. The wrecker towed the trailer from the scene and was observed on MDOT camera traveling W/B on Hwy 302 from Airways Blvd and then N/B on I-55 into Memphis.

In recent months Glen Doane, the owner, has sent new driver background checks via email for us to check. Glen doesn't have a scanner at whatever office he sends the background forms from and fails to email a pictures of the front and back of the driver's license. I then have to remind him to send the pictures so that the background can be completed. Glen then text the pictures to my work phone and I then have to email them to my work email so that I can print them out to include them with the background check. This happens every time he sends a new background check.

I had a personal meeting with Glen Doane at the traffic office about a year ago in reference to issues with Griffith Towing making the scene with drivers that aren't approved, wreckers that aren't approved and extended response times, which resulted in the wrecker being disregarded. Glen understood the concerns and advised that he would handle the issues. I have also attached two emails in reference to issues in the past with Griffith Towing. I have also attached page 8 VI. Place of Business and Storage Facility Section C and page 9 VII. Service Procedures Section C indicating the violations for vehicle storage.

The Police Department could run into a major problem if a vehicle is towed to a lot out of our city and we need to conduct a search warrant. If the vehicle is towed out of the city we would then have to get a warrant from the other jurisdiction, which could create a major issue with getting evidence (including weapons, CDR data, narcotics, etc.). If it is towed to Memphis it could potentially be a problem getting a search warrant created and signed in Memphis.

Due to the ongoing issues I am asking that Griffith Towing be removed from our police rotational calls.

Respectfully Submitted,

Captain Brett Logazino Special Operations Division

Southaven Police Department

2/10/12/17

Brett Logazino

From:

Brett Logazino

Sent:

Wednesday, April 5, 2023 10:39 AM

To:

Glen Doane

Subject:

Heavy Duty Wrecker

Glen,

I wanted you to be aware of an incident that occurred yesterday, April 4, 2023. At about 4:25 P.M. Southaven PD notified Griffith Towing that a heavy duty wrecker was needed for a rotational call at 8554 Northwest Drive. It is my understanding that the green Kenworth heavy duty arrived on the scene and towed the 18 wheeler that officers were out with. The green Kenworth heavy duty (tag # A474307) failed our wrecker inspection on March 15, 2023, for inoperable emergency lights. The wrecker has not been inspected and issued a 2023 inspection sticker, therefore it is not allowed to tow on the Southaven Police rotation. The driver was advised on the date of the inspection that he is not permitted to tow for the Police Department. If this wrecker shows up on a Police call in the future without being inspected, the driver will be denied the call and there is a possibility that your company could be suspended from our rotational calls. Please address this with your driver(s) that they must have a valid 2023 inspection sticker and a City of Southaven ID card in order to tow for the City of Southaven.

If this is not the case with the incident yesterday please let me know.

Respectfully,

Captain Brett Logazino

Special Operations Division Southaven Police Department (662) 393-8652 Phone (662) 536-9347 Cell (662) 393-7138 Fax



Brett Logazino

From:

Brett Logazino

Sent:

Monday, October 23, 2023 5:44 AM

To:

Glen Doane

Subject:

Wrecker Issues

Glen,

We have had two recent motor vehicle accidents where we have experienced issues with drivers from Griffith Towing. I will list below the dates and incident numbers where we had the issues.

Wednesday, October 11th, 2023 Incident #202300106859

Griffith made the scene to take possession of a Ford pickup that sustained disabling damage in a crash. The tow driver for Griffith towing showed up on the scene and advised he only had half a bag of oil dry to place down on the ground. The crash scene was approximately 50-100 yards with debris and antifreeze in the roadway. After clearing the scene, we observed more debris in the roadway, so we had the tow driver stop and finish cleaning up. He was also advised that he needed to go to the Dollar General on Airways to get more oil dry (cat litter). After he was advised that he needed to get more oil dry, he returned to the scene where he had an attitude and was slamming the doors on the tow truck.

Thursday, October 12th, 2023 Incident #202300107183

Officers were dispatched to a one car motor vehicle accident on Dorchester Drive near Chesteridge Ave. At approximately 0754 hours, officers arrived on the scene and immediately notified dispatch that they would need a wrecker in route. Dispatch advised that Griffith towing was in route for the tow. At approximately 0830 hours, Griffith towing was still not on the scene. The wrecker was disregarded and the next wrecker on rotations was notified to make the scene.

I just wanted you to be aware of the problems that have occurred and to please advise your drivers to have enough oil dry and all the required equipment on each wrecker at all times. Also if your driver knows that they will not be able to make the scene of a crash in the allotted time, it may be better for them to deny the call instead of driving from wherever they are and then get disregarded because they were to far away to begin with.

Respectfully,

Captain Brett Logazino

Special Operations Division Southaven Police Department (662) 393-8652 Phone (662) 536-9347 Cell (662) 393-7138 Fax c. Minimum on hook coverage - \$ 75,000

C. Insurance Renewal

- 1. Towing companies' certificate of insurance shall be submitted to the Office of Chief of Police no later than ten (10) days prior to expiration of the current certificates.
- 2. The owner of the towing company shall notify the Office of the Chief of Police in writing of any changes in any certificate throughout the annual cycle.

VI. PLACE OF BUSINESS AND STORAGE FACILITY

- A. The towing company must have an established commercial business site within the City of Southaven; building and storage area located within the city limits of Southaven and must have an applicable and relevant business license issued by the City of Southaven.
- B. The location must be in compliance with zoning regulations, pass all building codes and be in compliance with Use and Occupancy inspections.
- C. The towing company must be equipped to provide adequate an storage lot or building for proper, safe and secure storage of all vehicles towed at the request of the SPD.
- D. The towing company's place of business shall be staffed, between the hours of 8 a.m. and 5 p.m., Monday through Friday, excluding legal holidays.
- E. No two (2) or more towing companies will be permitted to share the same office building or storage lot.
- F. When an individual owns more than one (1) towing company, it may be permissible for each company to be included on the rotation list, if the entities have different locations, licenses and separate filings with the Mississippi Secretary of State.

VII. CALL AND NOTIFICATION PROCEDURES

- A. The towing company must be available 24 hrs./day, 7 days/week.
 - 1. Towing companies are restricted to a maximum of two (2) telephone numbers on the Rotation List. Pagers, answering services and beepers are not permitted. Cell phones are permitted.
 - 2. If the SPD receives a busy signal or voicemall, the next scheduled towing company will be called and the first called towing company will lose its turn.
 - 3. When the towing company is called, they should answer "Yes" or "No" when asked if they can respond.
 - 4. A towing company shall not refer a call to another towing company or substitute another company's vehicle to avoid losing its turn on the list.

- B. The towing company must make the scene within 20 minutes of the call during the day, and within 30 minutes of the call at night.
 - 1. If the towing company fails to respond in the allotted amount of time, the next scheduled towing company will be called and the first will lose its turn.

VIII. SERVICE PROCEDURES

- A. Towing companies shall not monitor the scanner and make the scene of calls, prior to being called by the dispatch center
- B. No towing company will tow a vehicle from an accident scene prior to police arrival.
- C. Towing companies who may have other lots in other cities shall not tow a vehicle to any of the other lots, they must be towed to their lot in Southaven. The only exception will be if the call is a motorist assist.
- D. A towing company shall not perform repair work on a towed vehicle without the owner's written consent.
- E. Personal property or cargo contained in towed vehicles must be released to the owner/designee upon their request, unless otherwise ordered by an SPD officer. Personal property is defined as anything that is not physically attached or mounted to the towed vehicle. Such items may include, but not limited to, clothing articles, tools, CD's, personal items in glove boxes or consoles. The towing company shall not charge for releasing personal property during normal business hours.
- F. Anytime personal property is released from a vehicle, the date and time of release and whom release made to should be noted on the original invoice.
- G. Towing company drivers/employees shall not wear exposed firearms at any scene while performing their duties. While those possessing a valid Firearms permit are allowed to legally carry a firearm, the concealed carry law must be followed.
- H. When a "HOLD" has been placed by an SPD officer on a vehicle towed on the rotation, the towed vehicle shall be placed in an area of the storage facility that is not accessible to the general public, and no one is to be allowed access to the vehicle except the proper law enforcement officers, until such time as the hold has been released.

MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTHAVEN POLICE DEPARTMENT AND THE UNITED STATES SECRET SERVICE

The Southaven Police Department and the United States Secret Service (USSS) enter into this memorandum of understanding (MOU), which becomes effective with the signatures of both parties and remains in effect until terminated by the mutual agreement of the Southaven Police Department and the USSS or upon 30 day written notice by either party to this agreement.

I. AUTHORITY

This MOU is established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 USC 9703, as amended. This act established the Department of the Treasury Forfeiture Fund and authorized the payment of certain overtime expenditures, travel, fuel, training, equipment and other similar costs of State and Local law enforcement officers, that are involved in joint operations, with a Department of the Treasury law enforcement organization, as prescribed in 31 USC 9703 (a)(1)(I)(hereinafter "overtime costs and other expenses").

II. PURPOSE

This MOU establishes the procedures and responsibilities of both the Southaven Police Department and the USSS for the reimbursement of certain overtime costs and other expenses pursuant to 31 USC 9703.

III. CONDITIONS AND PROCEDURES

The parties agree to the following conditions:

- (a) The Southaven Police Department may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the U.S. Secret Service's Memphis Cyber Fraud Task Force in conducting official investigations. Southaven Police Department will submit all requests for reimbursement payments, together with appropriate documentation, to the U.S. Secret Service's Task Force Supervisor. Request for reimbursement will be based solely upon overtime worked and other expenses performed on behalf of the U.S. Secret Service Memphis Cyber Fraud Task Force.
- (b) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the U.S. Secret Service Task Force supervisor. The reimbursable overtime payments will be based upon the actual

hourly overtime rate, exclusive of matching employer contributions for any taxes or benefits.

- (c) The U.S. Secret Service Task Force supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) Criminal Investigative Division (Attention: Asset Forfeiture Branch), to the Treasury Forfeiture Fund's payment agent, U.S. Customs National Finance Center (NFC).
- (d) During the period of assignment to the Memphis Cyber Fraud Task Force, the Southaven Police Department will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the Task Force and making all payments due them. Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the U.S. Secret Service through the Department of the Treasury Forfeiture fund.
 - (e) The Southaven Police Department shall permit and have readily available for examination and auditing by the U.S. Secret Service, the Department of Treasury, the Comptroller of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. They shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three (3) years, which ever is sooner.
- (f) Payments may be made to the extent they are included in the U.S. Secret Service Fiscal Year Plan and the monies are available within the Department of Treasury Forfeiture Fund to satisfy the request(s) for reimbursable expenses. It should also be understood that the total amount(s) made available to the U.S. Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to the Southaven Police Department, could change at any time.
- (g) Pursuant to the Treasury Executive Office for Asset Forfeiture (TEOAF) directive number 18, the maximum reimbursement entitlement for overtime costs to any one law enforcement official cannot exceed fifteen thousand (\$15,000.00) dollars during the fiscal year.
- (h) This document does not obligate funds. Funding authority will be provided through other documents.

(i) The Southaven Police Department shall provide the U.S. Secret Service within 10 days of the signing of this MOU, with their agency's mailing address, contact name, telephone number and tax identification number. Further, this agency must provide the name, account number and ABA routing number of the financial institution where the (Name of Law Enforcement Agency) wants the Electronic Funds transfer (EFT) payment deposited for the reimbursement of overtime salary costs. Failure to provide this information within the prescribed period of time will nullify this MOU agreement.

IV. REVISIONS

The terms of this MOU may be amended upon the written approval of both the Southaven Police Department, and the U.S. Secret Service. Such amendment is effective upon the date of approval.

U.S. Secret Service Memphis Field Office	Southaven Police Department
SAIC Mark Switzer	Chief (Name) Brews Vickens
U.S. Secret Service, Criminal Investigative Division (Attention: Asset Forfeiture Branch)	Date: 08/12/2024
SAIC - Criminal Investigative Division	
Date:	

Memorandum of Understanding

From: Desoto County Sheriff's Office

To: All Agencies Accessing Desoto County Jail Management Systems

Subject: Access and Security Protocols for JailTracker and Smart Communications Systems

Dear Southaven Police Department:

This Memorandum of Understanding (MOU) outlines the access and security protocols for agencies utilizing the Desoto County Sheriff's Office Jail Management System, JailTracker, and the inmate communication system, Smart Communications.

Purpose:

The purpose of this MOU is to ensure the integrity, security, and proper use of the JailTracker and Smart Communications systems. Adherence to these protocols is mandatory for continued access.

Access and Security Protocols:

- 1. Individual User Access:
 - Each authorized user will be provided with a unique username and password.
- Under no circumstances is an authorized user permitted to share their username and password with anyone.
- 2. Notification of Personnel Changes:
- Agencies must notify the Desoto County Sheriff's Office immediately if an individual with access to our systems leaves their department or no longer requires access.
- This notification is essential for the timely deactivation of the individual's profile to maintain system security.
- 3. Compliance:
- Failure to adhere to these protocols, including the sharing of usernames and passwords or the failure to notify us of personnel changes, may result in the termination of your agency's access to the JailTracker and Smart Communications systems.

Your cooperation in maintaining the security and integrity of these systems is greatly appreciated. Should you have any questions or require further clarification, please do not hesitate to contact our office.

Thank you for your attention to this matter.

Sincerely,

By signing below, you acknowledge that you have read, understood, and agree to comply with the
access and security protocols outlined in this MOU.
Agency Representative:

Name:
Title:
Agency:
Signature:
Date:
Desoto County Sheriff's Office Representative:
Name:
Title:
Signature:

This MOU is effective as of [Effective Date] and remains in force until amended or terminated by the Desoto County Sheriff's Office.

Bank Secrecy Act Access Memorandum of Understanding Between the Financial Crimes Enforcement Network and the Southaven Police Department (Mississippi)



This Memorandum of Understanding (MOU) is between the Financial Crimes

Enforcement Network (FinCEN), a bureau within the U.S. Department of the Treasury, and the

Southaven Police Department (Mississippi) (Agency). This MOU states the terms under which
the Agency may obtain direct electronic access to information collected pursuant to the reporting
authority contained in the Bank Secrecy Act (BSA), codified at 12 U.S.C. § 1829b, 12 U.S.C

§§ 1951-1960, and 31 U.S.C. §§ 310, 5311-5314, 5316-5336, and including notes thereto, with
implementing regulations at 31 C.F.R. Chapter X. This MOU includes and incorporates by
reference the following documents, which, as set forth herein, may be periodically updated with
notice to the Agency: (1) Re-Dissemination Protocols for Bank Secrecy Act Information,
included as Attachment A (Re-Dissemination Protocols); and (2) the Information Access
Security Protocols for Bank Secrecy Act Information, included as Attachment B (Security
Protocols), collectively the "Protocols." To the extent that FinCEN and the Agency have entered
into previous BSA access agreements, this MOU and accompanying Protocols supersede any and
all such agreements including the most recent version of their attachments.

(1) <u>Definitions</u>: For purposes of this MOU, the definitions set forth below apply.

BSA Access MOU – FinCEN and the Southaven Police Department (Mississippi) 2024

- (A) <u>Authorized Personnel</u>: All individuals who have been granted access to FinCEN BSA Systems to conduct authorized queries pursuant to this MOU. Consistent with the requirements set forth in the Security Protocols, Authorized Personnel must be: (1) designated employees of the Agency; or (2) contractors under the supervision of a designated employee of the Agency.
- (B) <u>Agency Coordinator</u>: The individual Point of Contact (POC) who represents their Agency in their obligations as specified in this MOU and the Protocols.
- (C) <u>FinCEN BSA Systems:</u> The systems through which FinCEN may provide access to the Agency for searching and obtaining BSA Information, as defined in this MOU. For purposes of this MOU, this includes FinCEN Query and any successor to the FinCEN Query System, as well as any other system used to access BSA Information.
- (D) <u>Subject:</u> Any person, entity, or transaction that is the basis for a query of the FinCEN BSA Systems system.
- (E) <u>BSA Information</u>: Information protected under the BSA, including the following:
 - (a) Suspicious Activity Reports (SARs);
 - (b) Currency Transaction Reports (CTRs);
 - (c) Reports of Foreign Bank and Financial Accounts (FBARs);
 - (d) Reports of International Transportation of Currency or Monetary Instruments (CMIRs);

¹ This MOU does not cover beneficial ownership information reported to FinCEN pursuant to 31 U.S.C. § 5336.

BSA Access MOU – FinCEN and the Southaven Police Department (Mississippi) 2024

- (e) Form 8300 Reports of Cash Payments over \$10,000 Filed by a Trade or Business (Form 8300s);
- (f) Information provided in response to any Geographic Targeting Order (GTO);
- (g) Registration forms filed by money services businesses (MSB Registration Forms);
- (h) Forms completed by banks to designate certain persons as exempt from CTR reporting (DOEP Forms);
- (i) Any other information filed with, or obtained by, FinCEN pursuant to its authority under the BSA which FinCEN may make available; and
- (j) Any other information concerning whether any particular person, entity, or transaction is named or referred to in any report filed under the BSA, including the type of form filed, whether the information is a null set, and all query results.
- (2) Access to BSA Information. This MOU applies to any access of BSA Information, including whether by examination of screen displays, download to an Agency system, transfer to any electronic or physical media, or otherwise directly through FinCEN BSA Systems. The Agency must designate an Agency Coordinator and provide that individual's contact information to FinCEN.
- of BSA Information is critically important, and FinCEN takes this responsibility seriously. In making BSA Information available to the Agency, FinCEN is relying upon the Agency's commitment to safeguard BSA Information. By signing this MOU, the Agency expressly agrees

to safeguard BSA Information made available to the Agency. The Agency expressly agrees to report any unauthorized disclosure of BSA Information to FinCEN immediately. The unauthorized disclosure of SARs, including information that would reveal the existence of a SAR, can be a crime, and FinCEN refers such matters to the Treasury Department's Office of Inspector General. Given the vital importance of safeguarding BSA Information, the Agency expressly agrees to cooperate in any inquiries from FinCEN, the Treasury Department, or relevant law enforcement authorities involving potential unauthorized disclosures of BSA Information, including by providing any information that FinCEN, the Treasury Department, or relevant law enforcement authorities deem necessary to investigate a potential unauthorized disclosure of BSA Information.

- (4) <u>Limitations on Access to BSA Information</u>. Authorized Personnel, acting on behalf of the Agency (including in the Agency's capacity as a participant in a multiagency task force), may make direct electronic queries to retrieve BSA Information from FinCEN BSA Systems:
 - (A) Solely consistent with the legal authority of the Agency; and
 - (B) Solely for the following purposes: identification, investigation, or prosecution of possible or actual violations of criminal law that fall within the investigative or prosecutorial jurisdiction of the Agency, including related proceedings such as civil and criminal forfeiture proceedings.
 - (C) Limited in scope: BSA Information they obtain through FinCEN BSA Systems should be limited to that BSA Information which is immediately useful in connection with the specific matter prompting the query and narrowing any query as much as possible based on reasonably available information.

- Authorized Personnel will make best efforts to retain only that BSA Information that is immediately useful in connection with the specific matter prompting the query through which the BSA Information was obtained, and consistent with applicable law enforcement requirements. The Agency and Authorized Personnel will promptly destroy any and all data, documents, or summaries which contain BSA Information that it has obtained, stored, or generated that is not immediately useful in connection with the specific matter prompting the query.
- (6) <u>Limitations on Use of Queried BSA Information.</u> Authorized Personnel may retain and use BSA Information if it continues to be consistent with the Agency's legal authority; and for the identification, investigation, or prosecution of possible or actual violations of criminal law that fall within the investigative or prosecutorial jurisdiction of the Agency, including related proceedings such as civil and criminal forfeiture proceedings.
- Authorized Personnel will make best efforts to obtain advance approval from FinCEN before copying BSA Information into a format that can be accessed outside of FinCEN BSA Systems, when such copy will contain or consist of 5000 or more unique reports covered by Section 1, or substantially all of the information contained in such reports. Any such copies of BSA Information will be stored and maintained solely on a secure government system (or equivalent). The approval described herein is required whether such copy is an electronic file containing images of the reports, an electronic file containing BSA Information in spreadsheet form, a printed document, or a copy in any other format or medium. In the event of exigent circumstances preventing the Agency from obtaining prior approval, the Agency shall notify

FinCEN before the end of the first business day after the copying of records as described in this paragraph. Notwithstanding the foregoing, the following conditions apply:

- (A) The Agency will not use BSA Information to develop or contribute to any database not under the control of FinCEN that Agency personnel will be able to search as an alternative to making subsequent direct electronic queries to retrieve BSA Information from FinCEN BSA Systems; and
- (B) If the Agency discovers that such a database exists and that it contains BSA Information, the Agency will (i) immediately notify FinCEN; (ii) destroy all BSA Information contained in the database; and (iii) destroy any copies, summaries, or other documents that include or make derivative use of such BSA Information.
- (8) <u>Conditions of Access</u>. In addition to requirements set forth in the MOU and Protocols, the Agency agrees that, prior to accessing BSA Information, all Authorized Personnel must: (i) enter into individual user agreements acknowledging the terms and conditions under which they can obtain access to FinCEN BSA Systems; and (ii) fully and accurately complete the FinCEN BSA Systems computer access screens (Access Screens) for the relevant data file, to include the search justification field, conducting any queries or accessing BSA Information.
- (9) <u>Continuing Representation and Warranty</u>. Each query under this MOU, including, if applicable, completion of any Access Screen in connection with such query, shall be deemed to constitute a continuing representation and warranty by the Agency that the request for retrieval or use complies with, and any use of retrieved or analyzed information will comply with, the terms of this MOU.

- (10) <u>Disclaimer of Liability</u>. FinCEN will make all reasonable efforts to make BSA Information available to the Agency upon the Agency's request, consistent with the terms of this MOU. However, FinCEN expressly disclaims any liability for any consequence of the non-availability of BSA Information through FinCEN BSA Systems for whatever reason.
- (11) Re-dissemination of BSA Information. No BSA Information may be disseminated to any person outside the Agency except consistent with the provisions of the Re-Dissemination Protocols. This restriction also applies to case-related information, and to statistical or other information that references, summarizes, or may reveal the existence of BSA Information.
- (12) <u>Information about Inquiries by the Agency</u>. FinCEN maintains as part of its internal databases information concerning queries made by Authorized Personnel, including without limitation (i) information contained on the Access Screens completed by Authorized Personnel, if applicable, and (ii) a record of the information in the relevant data files searched, retrieved, or both, by such Authorized Personnel.
- investigating the same matters. If the Subject of a query under this MOU has been or subsequently becomes the Subject of another query to FinCEN by another agency, FinCEN at its discretion and without obtaining prior permission, may concurrently notify the Agencies making the two queries concerning the match of information about the two queries, provided that (i) such concurrent notification will involve only the name of the Subject queried, sufficient additional information about the Subject to demonstrate the fact of the match, and information about relevant officials to contact at the two Agencies; and (ii) no concurrent notification of a match will be made in a particular case to the extent that the Access Screen completed by either

relevant Agency with respect to that case is specifically marked to indicate the Agency's decision not to permit concurrent notification.

- (14) Reports on Use of BSA Information. Upon FinCEN's request, the Agency will supply FinCEN with a report or reports in a format prescribed by FinCEN on information needed to assess the usefulness and impact of the use of BSA Information and networking. This can include but is not limited to (i) the status or results of investigations and prosecutions relating to inquiries made hereunder, including investigations and prosecutions based on referrals from the Agency in connection with such inquiries; and (ii) such other information, including statistical information about the Agency's use of BSA Information hereunder as FinCEN may reasonably request, provided, however, that the Agency may delay providing information concerning any specific investigation or prosecution until such time after the final resolution of that case as the Agency in the reasonable exercise of its discretion deems appropriate.
- or share BSA Information with agencies, entities, organizations, or individuals who do not have independent access to BSA Information through an access MOU with FinCEN, except as provided in the Re-Dissemination Protocols or with the express permission of FinCEN. In the event such sharing is authorized, the Agency agrees to maintain records relating to any dissemination of BSA Information to agencies, entities, organizations, or individuals who do not have independent access to BSA Information through an access MOU with FinCEN, consistent with the requirements and procedures set forth in the Re-Dissemination Protocols. The Agency agrees to retain such files and make them available, upon request or as otherwise required by this MOU and accompanying Protocols, to FinCEN, Treasury, or law enforcement.

- appropriate documentation is maintained for FinCEN with respect to the Agency's compliance with this MOU. Such documentation shall include a written record of the purpose for which every query was conducted that coincides with the query justification noted in the database. A contemporaneous investigative file relating to a Subject will satisfy the requirement to prepare such a written record. The Agency agrees to make such files regarding justification for queries of BSA Information available to FinCEN, Treasury, or law enforcement, upon request by FinCEN.
- (17) Agency's Compliance. To ensure the Agency's compliance with the terms of this MOU, FinCEN may (i) request the Agency provide internal review and certification of their compliance; and/or (ii) arrange for and conduct onsite and/or electronic inspections of the Agency's access of FinCEN BSA Systems. The Agency agrees to cooperate and respond timely to all requests and actions initiated by FinCEN to ensure compliance and understands that failure to do so may result in the termination of its access to FinCEN BSA Systems.
- (18) Periodic Updates to Protocols. FinCEN reserves the right to revise and supplement the Protocols at any time. Revised Protocols automatically become part of this MOU upon receipt by the Agency. In addition, FinCEN reserves the right to issue additional BSA Information safeguards in connection with this MOU in the future as necessary. The Agency also agrees that any such future safeguards will also automatically become part of this MOU upon receipt by the Agency.
- (19) <u>Security; Authorized Personnel</u>. The Agency agrees to follow the steps outlined in the Security Protocols, including confirming that all Agency employees acting as Authorized Personnel (or proposed by the Agency for Authorized Personnel status) are the subject of a

satisfactory background investigation completed in accordance with the Agency's policies, have taken all required training, and met all other requirements specified in the Security Protocols.

The Agency must immediately revoke access privileges of Authorized Personnel when they no longer require access to FinCEN BSA Systems. This includes authorized users who (i) are no longer employed by the agency; (ii) have changes in employment status or undergo changes in job duties and responsibilities such that they no longer require access to BSA information; (iii) are subject to personnel actions that implicate matters pertaining to honesty, integrity, or security; or (iv) are the subject of any criminal charges that become known to the Agency.

- (20) Control of Records: Open Information and Privacy Laws. BSA Information, or any records thereof, are exempt from search and disclosure under the Freedom of Information Act (FOIA). See 31 U.S.C. § 5319. Further, BSA Information "may not be disclosed under any State, local, tribal, or territorial 'freedom of information', 'open government', or similar law."

 Id. The Agency shall promptly notify FinCEN of any FOIA or similar request implicating BSA Information and coordinate any response to such a request with FinCEN FOIA Office.

 Similarly, the Agency shall promptly notify FinCEN of any Privacy Act or similar request as well as any subpoena implicating BSA Information and coordinate any response to such a request with FinCEN FOIA Office.
- (21) Costs. The Agency is responsible for costs to the Agency that may arise in connection with its compliance with this MOU, its use of BSA Information consistent with this MOU, and its receipt of training as contemplated by this MOU, including but not limited to travel expenses of Authorized Personnel for the purpose of receiving training. FinCEN imposes no charges for access to BSA Information hereunder and no charges with respect to the travel

expenses of FinCEN personnel for the purposes of exercising FinCEN's inspection rights or providing training as contemplated by this MOU.

- (22) <u>Authority to Sign</u>. The persons identified below as signing on behalf of FinCEN and the Agency have the authority to commit FinCEN and the Agency to the undertakings contained in this MOU for the period during which this MOU is effective.
- (23) Effective Date; Termination. This MOU is effective as of the first Monday following the date on which it is signed on behalf of FinCEN (Effective Date). This MOU expires five (5) years from the Effective Date. This MOU may be renewed on the same terms for additional five (5) year terms upon mutual agreement of the parties. This MOU may be terminated by either party upon written notice to the other, effective 30 days from the date that notice of termination is sent (Termination Date). The Agency's access rights to BSA Information under this MOU will terminate on the Termination Date. FinCEN reserves the right without notice, to suspend the Agency's access to data files containing BSA Information if, in FinCEN's sole discretion, such suspension is necessary for reasons of security or for failure to observe the terms of this MOU. If the Agency's access to BSA Information is terminated or suspended, the Agency shall continue to use and safeguard BSA Information consistent with the terms of this MOU and shall continue to cooperate with FinCEN's efforts to ensure the Agency's compliance in that regard.
- (24) <u>Material Changes.</u> The Agency is required to notify FinCEN immediately of any material changes to the Agency's organization, mandate, or structure, that would alter the Agency's ability to comply with any provision of this MOU.

(25) For all required communications referenced in this MOU, FinCEN communications shall be routed to the FinCEN employee assigned as your point of contact or to DataAccessManagement@fincen.gov.

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Accepted and agree	eed to:
FINANCIAL CRI	MES ENFORCEMENT NETWORK
By:	
Katherine E. Ford Associate Director	r, Strategic Operations Division
Date:	
SOUTHAVEN PO	OLICE DEPARTMENT (MISSISSIPPI)
By:	
Brent Vickers Chief	
Date:	
Attachments:	
Tab A:	Re-dissemination Protocols for Bank Secrecy Act Information
Tab B:	Information Access Security Protocols for Bank Secrecy Act Information (Security Protocols)



RE-DISSEMINATION PROTOCOLS FOR BANK SECRECY ACT INFORMATION

I. Purpose

These Re-Dissemination Protocols for Bank Secrecy Act (BSA) Information (Re-Dissemination Protocols) set forth requirements on the use and dissemination by any Agency of information provided by the Financial Crimes Enforcement Network (FinCEN), a bureau within the U.S. Department of the Treasury, pursuant to any Memorandum of Understanding (MOU) for access to information filed with FinCEN pursuant to the BSA, codified at 12 U.S.C. § 1829b, 12 U.S.C. §§ 1951-1960, and 31 U.S.C. §§ 310, 5311-5314, 5316-5336, and including notes thereto, with implementing regulations at 31 C.F.R. Chapter X.

Because BSA Information generally consists of personal and/or sensitive financial data, the dissemination of such information is subject to strict control. Each Agency with access to BSA Information has an obligation to safeguard such information and to prevent the unauthorized disclosure of such information, consistent with the terms of the MOU, these Re-Dissemination Protocols, the Security Protocols, and the BSA.

FinCEN notes, in particular, that the unauthorized disclosure of Suspicious Activity Reports (SARs), a type of BSA Information, is a violation of law subject to both criminal and civil penalties.

These Re-Dissemination Protocols and the requirements set forth herein are to be read in conjunction with the MOU between FinCEN and the Agency. All defined terms in the MOU are hereby incorporated by reference. As stated in the MOU, the requirements set forth in these Re-Dissemination Protocols supersede any prior re-dissemination protocols that may have been published by FinCEN. As set forth in the MOU, FinCEN reserves the right to revise and supplement these Re-Dissemination Protocols at any time. Revised Re-Dissemination Protocols automatically become part of this MOU upon receipt by the Agency.

II. General Authorization to Re-Disseminate with MOU Holders

Subject to the following conditions, the Agency may disclose BSA Information to another Federal, State, local, tribal, or territorial government Agency with an MOU with FinCEN in support of financial institution examinations, criminal, tax, or regulatory investigations, risk assessments, or proceedings; or intelligence or counterintelligence activities, including analysis, to protect against terrorism, without first obtaining the approval of FinCEN.

Any BSA Information shared by an Agency must be accompanied by the warning statement affixed as Appendix II.

Both the sharing and the receiving Agencies are required to implement appropriate safeguards for sharing and transmitting BSA Information, consistent with the terms of the MOU,

these Re-Dissemination Protocols, the accompanying Security Protocols.

III. Recordkeeping Requirements and Obligations for Sharing BSA Information

An Agency may, under certain circumstances, share BSA Information with any agency, individual, or entity that does not have an active MOU with FinCEN. The circumstances under which such sharing is permitted, and the necessary requirements for such sharing, are set forth in Sections IV-V below.

In addition to the procedures set forth below, any such sharing of BSA Information with an entity that does *not* have an active MOU with FinCEN is subject to the following conditions, notice, and record-keeping requirements:

- (1) The disclosing Agency shall maintain a record of each disclosure of BSA Information, to include the written acknowledgment obtained from the receiving Agency at the time of disclosure reflecting the receiving Agency's understanding that the further dissemination of such information is prohibited without the prior approval of FinCEN. This written acknowledgement shall take the form of the Acknowledgement Form contained at Appendix I to these Re-Dissemination Protocols; and
- (2) The disclosing Agency shall ensure that any BSA Information shared prominently contains the warning statement set forth in Appendix II to these Re-Dissemination Protocols.

IV. Authorization to Share BSA Information with Foreign Partners

With prior written approval from FinCEN, an Agency may share BSA Information in the following situations:

A. Unclassified Sharing with Foreign Partners

FinCEN approval is required prior to re-disseminating BSA Information to foreign partners. FinCEN strongly encourages sharing or re-dissemination of BSA Information contained in an unclassified report or product to occur via Egmont Group channels when the recipient country's financial intelligence unit is a member of the Egmont Group, which may include requests for further dissemination to additional government components (e.g., federal police, sanctioning authority) of a country.

To request that FinCEN share or re-disseminate BSA Information included in an unclassified report via Egmont Group channels, contact FinCEN's Egmont Support Team at CMSEgmontSupportTeam@fincen.gov to request the current Spontaneous Disclosure template. A Spontaneous Disclosure includes the following information: (1) the FIU recipient name; (2) any additional foreign government components the Agency may wish to further share with; (3) a subject line; and (4) the BSA information you are seeking to share.

To seek authorization from FinCEN to share or re-disseminate BSA Information included in an unclassified report outside of Egmont Group channels, contact FinCEN at frc@fincen.gov. In your request to share with foreign partners outside of Egmont Group channels, you must provide the following: (1) the name of the requestor, phone number, office, and organization; (2) a justification for sharing; (3) the proposed method of sharing: hard copy, electronic (e.g., via encrypted email), verbal, etc.; (4) the foreign recipient(s), specifying the country and government authority or authorities receiving the information (e.g., Canada, Royal Canadian Mounted Police);

and (5) a justification for the need to share outside of Egmont channels.

B. Classified Sharing with Foreign Partners

To seek permission from FinCEN to share or re-disseminate BSA Information included in a classified report or product, or that is being shared for classified reasons, contact infoshare@treasury.gov. All requests must include the following: (1) name of requestor, phone number, office, organization; (2) justification for sharing; (3) method of sharing: hard copy, electronic, verbal; (4) classification at which the information will be shared; (5) proposed language to be shared; and (6) the country and government authority or authorities receiving the information. Do not include classified information if sending a request to infoshare@treasury.gov.

V. Other Dissemination of BSA Information

Except as authorized elsewhere in these Re-dissemination Protocols, neither an Agency nor any of its employees may share BSA Information without first obtaining the approval of FinCEN. Any such request for approval must be made via written request to FinCEN via email at frc@fincen.gov. FinCEN requests at least five business days to process such requests, absent exigent circumstances. With respect to requests for sharing of BSA Information, the following requirements apply:

A. Requests from Other Agencies Not Otherwise Authorized

An Agency seeking to share BSA Information with an Agency that is not otherwise authorized under these Re-Dissemination Guidelines, must submit a written request clearly setting forth the following: (1) the particular BSA Information sought to be disclosed; (2) the identity of the Agency or Person to whom the information would be disclosed; and (3) the purpose for the disclosure. The written request also must provide a point of contact, with an email address and phone number, at the Agency seeking to re-disseminate the BSA information.

B. Requests from Third Parties in Connection with Litigation

An Agency that receives requests for BSA Information in litigation, through the process described in their *Touhy* regulations or other authorities, should submit the request to DataAccessManagement@fincen.gov and provide: (1) the name of the requestor, phone number, office, and organization; (2) a justification for sharing; and (3) the proposed method of sharing, such as hard copy, encrypted email, verbal, etc. In addition, the Agency should contact FinCEN's Office of Chief Counsel at (703) 905-3590 before acting on the request. If the request seeks BSA information from a SAR filed by a bank, the agency receiving the request also should contact the filing bank's primary federal regulator.

C. Requests to Share with the Public

An Agency seeking to share BSA Information or analysis derived from BSA Information with members of the public must submit a written request that includes the following: (1) intended the recipient(s) (e.g., general public, public-private Bank conference); (2) a copy of the unclassified report, product, or language that includes BSA Information or analysis derived from BSA Information; (3) description of how the BSA Information or analysis derived from BSA Information will be used (e.g., public press release, PowerPoint with BSA statistics); and (4) requested suspense date. Note that BSA Information is exempt from disclosure under the FOIA in accordance with 5 U.S.C. § 552(b)(3) and 31 U.S.C. § 5319. As required by the MOU, an

Agency shall promptly notify FinCEN of any FOIA, Privacy Act, subpoena or similar request implicating BSA Information and coordinate any response to such a request with FinCEN FOIA office at FOIA@fincen.gov. These requirements do not apply to information that FinCEN has already made public on their website.

VI. Handling BSA Information That is Not Shared with Foreign Partners

BSA Information or analysis derived from BSA Information that is re-disseminated must be bannered as UNCLASSIFIED//NOFORN//LAW ENFORCEMENT SENSITIVE. Each paragraph of derivatively reported BSA Information, meaning BSA Information extracted from a source document (e.g., a SAR) and incorporated into a subsequent report, product, or correspondence, must be portion marked as (U//LES-NF).

The following citation styles must be used for citing BSA Information:

A. Standard BSA Forms Citation Style for Analytical Products

(U//LES-NF) TREASURY | Access Method (e.g., FinCEN Query, XXXXXXX) | BSA ID Number | Filing Date of Record (two-digit day, three letter month, two-digit year) | (U//LES-NF) BSA ID XXXXXXXXXXXXXXX | Cite portion classified UNCLASSIFIED//LES NOFORN | Overall document classified UNCLASSIFIED//LES NOFORN

B. Standard BSA Collections Data Citation Style for Analytical Products

(U//LES-NF) TREASURY | Access Method (e.g., FinCEN Query, C2BSA) | BSA records collected between Month Year and Month Year | Date Analyst Pulled the information (two-digit day, three letter month, two-digit year) | Cite portion classified UNCLASSIFIED//LES NOFORN | Overall document classified UNCLASSIFIED//LES NOFORN

VII. Reporting Obligations & Auditing

The Agency must retain a record of all disclosures of BSA Information to any agency, individual, or entity that does not have an active MOU with FinCEN. The Agency must provide a list of all such disclosures on an annual basis including the following: (1) date of disclosure; (2) receiving agency, individual, or entity; (3) description of BSA Information disclosed; (4) copy of authorization from FinCEN, where applicable, to share such BSA Information, consistent with these Re-Dissemination Protocols; and (5) a copy of the signed certification provided in Appendix II that accompanied each such disclosure.

VIII. Miscellaneous Provisions

A. Compliance

Failure to comply with these Re-Dissemination Protocols may result in the suspension of the Agency's and/or Authorized Personnel's access to the System. Additionally, criminal, and civil penalties may apply to the misuse of Federal data and resources. Such criminal and civil penalties may be pursued against Authorized Personnel or any other individual who violates applicable law.

B. Unauthorized Disclosure

No current or former government officer, employee, or contractor may disclose a SAR to any person involved in a reported transaction, or otherwise reveal any information that would reveal that the transaction has been reported, other than as necessary to fulfill their official duties.

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31 U.S.C. § 5318(g)(2). Under FinCEN's regulations, the disclosure of a SAR to any person except for official purposes is unlawful and subject to criminal and civil penalties. 31 CFR § 1010.950(e). Federal law provides for civil penalties of up to \$100,000 for each violation, 31 U.S.C. § 5321, 31 CFR § 1010.820, and criminal penalties including up to five years imprisonment and fines of up to \$250,000, 31 U.S.C. § 5322, 31 CFR § 1010.840(b). Criminal penalties may increase to include up to ten years imprisonment and fines of up to \$500,000 if the violation occurs "while violating another law of the United States." 31 U.S.C. § 5322(b), 31 CFR § 1010.840(c).

Any suspected unauthorized disclosure of BSA Information will be referred to the appropriate officials for inquiry and/or investigation. The Agency expressly agrees to report any unauthorized disclosure of BSA Information to FinCEN immediately by emailing DataAccessManagement@fincen.gov.

C. Effective Date, Rights & Obligations

As set forth in the MOU, FinCEN reserves the right to update these Re-Dissemination Protocols as appropriate. Any revised versions of the Re-Dissemination Protocols shall become effective and binding on the Agency as of the date of transmission to the Agency.



INFORMATION ACCESS SECURITY PROTOCOLS FOR BANK SECRECY ACT INFORMATION

I. PURPOSE

These Bank Secrecy Act (BSA) Information Access Security Protocols (Security Protocols) set forth the security features required to ensure that BSA Information accessed through the Financial Crimes Enforcement Network (FinCEN), a bureau within the U.S. Department of the Treasury, is safeguarded appropriately. These Security Protocols apply to, and must be followed by, any Agency that has access to BSA Information pursuant to any Memorandum of Understanding (MOU) for access to information filed with FinCEN pursuant to the BSA, codified at 12 U.S.C. § 1829b, 12 U.S.C. §§ 1951-1960, and 31 U.S.C. §§ 310, 5311-5314, 5316-5336, and including notes thereto, with implementing regulations at 31 C.F.R. Chapter X.¹

Because BSA Information generally consists of personal and/or sensitive financial data, the dissemination of such information is subject to strict control. Each Agency with access to BSA Information has an obligation to safeguard such information and to prevent the unauthorized access to and disclosure of such information, consistent with the terms of the MOU, these Security Protocols, the Re-Dissemination Protocols, the BSA, and its implementing regulations.

FinCEN notes, in particular, that the unauthorized disclosure of Suspicious Activity Reports (SARs), a type of BSA Information, is a violation of law subject to both criminal and civil penalties.

These Security Protocols and the requirements set forth herein are to be read in conjunction with the MOU between FinCEN and the Agency. All defined terms in the MOU are hereby incorporated by reference. As stated in the MOU, the requirements set forth in these Security Protocols supersede any prior Security Protocols or guidelines that may have been published by FinCEN. As set forth in the MOU, FinCEN reserves the right to revise and supplement these Security Protocols at any time. Revised Security Protocols automatically become part of this MOU upon receipt by the Agency.

¹ Note that the MOU referenced herein does not cover beneficial ownership information reported to FinCEN pursuant to 31 U.S.C. § 5336.

II. PERSONNEL SECURITY

A. General Security Principles

Given the sensitivity of BSA Information, access is restricted to Authorized Personnel who are in good standing with their respective Agencies and who meet the criteria set forth below. The Agency has an ongoing and continuing obligation to ensure that Authorized Personnel (and those employees and/or contractors submitted by the Agency to become Authorized Personnel) meet these criteria. Any questions that the Agency has concerning standards of suitability for Authorized Personnel regarding access to BSA Information should be addressed to the FinCEN Application Helpdesk at fincenappshd@fincen.gov.

B. Screening of Authorized Personnel

Before an Agency may propose a person for Authorized Personnel status, the Agency must have determined that the proposed Authorized Personnel meets the following criteria:

- 1. Is a designated employee of the Agency or a contractor of the Agency under the supervision of a designated employee of the Agency in good standing, meaning that the individual's employment or retention with the Agency has not been suspended or terminated for any reason, and the person is not on disciplinary-related probation with, or under any investigation by the Agency, law enforcement, or any inspector general;
- 2. Has been the subject of a satisfactory background investigation by the Agency, or any agent retained by the Agency for this purpose, in accordance with the Agency's policies. Satisfactory background checks of federal employees completed under U.S. Office of Personnel Management guidelines are deemed to meet this standard. Otherwise, a background investigation under this provision must include, at a minimum, the following components:
 - a) Criminal history checks of National Crime Information Center (NCIC) and state and local indices; and
 - b) Verification of the individual's identity, including full name, date of birth, and social security number, based on official documentation that is sufficient to form a reasonable belief as to the individual's identity.

- 3. Has completed the User Acknowledgement. The User Acknowledgement will at all times be the version found on FinCEN BSA Systems;
- 4. Has, prior to accessing FinCEN BSA Systems, and annually thereafter, successfully completed training and/or certification requirements as a condition for use of the FinCEN BSA Systems; and
- 5. Is a citizen or permanent resident alien of the United States.²

After determining that a designated employee or contractor meets the criteria for becoming Authorized Personnel, the Agency Coordinator shall submit the user's profile to FinCEN for review and approval before access to FinCEN BSA Systems is granted.

C. Ongoing Obligation to Ensure Eligibility of Authorized Personnel

The Agency has an ongoing and continuing obligation to ensure that Authorized Personnel are and remain eligible for access to BSA Information and have an ongoing need to access BSA Information, consistent with the terms of the MOU. The Agency is also obligated to notify FinCEN, as set forth below, when it determines that an Authorized Personnel should no longer have access to BSA Information.

Revocation of Access for Routine Personnel Matters and Associated Recordkeeping Requirements. When Authorized Personnel no longer require access to FinCEN BSA Systems for routine personnel reasons, including because the individual designated as Authorized Personnel: (i) is no longer employed or, if a contractor, retained, by the Agency; or (ii) has experienced changes in employment status or undergone changes in job duties and responsibilities such that they no longer require access to BSA Information, the Agency must revoke the access to FinCEN BSA Systems for such personnel not later than ten (10) business days after the applicable personnel action or change in circumstances. When the Agency revokes access of Authorized Personnel that no longer require access to BSA Information for routine personnel reasons, the Agency need not proactively notify FinCEN, but must maintain and make available to FinCEN—upon request and during inspections—records of such revocations of access.

Agency Notification and Revocation of Access for Non-Routine Matters. When Authorized Personnel no longer require access to FinCEN BSA Systems for non-routine personnel reasons, including because the individual designated as Authorized Personnel: (i) is subject to personnel actions that implicate matters pertaining to honesty, integrity, or security; or (ii) is the subject of any investigation or criminal charges that become known to the Agency, the Agency must revoke the access to FinCEN BSA Systems for such personnel within forty-eight (48) hours of the personnel action or knowledge of any investigation³ or criminal charges. When the Agency revokes access privileges of Authorized Personnel for reasons described in this paragraph or for any other non-routine personnel matter, the Agency must also notify FinCEN within this same forty-eight (48)-

² FinCEN may waive this requirement on a case-by-case basis in extenuating circumstances.

³ If revocation of access within 48 hours is not practicable, such as when such revocation would adversely impact an internal investigation of the Authorized Personnel, the Agency must notify FinCEN as set forth in this subparagraph 2, continue to monitor the Authorized Personnel's access to BSA data, and follow any FinCEN further instruction.

hour period by contacting the appropriate FinCEN agency Query liaison via email <u>and</u> at <u>DataAccessManagement@fincen.gov</u>.

III. PHYSICAL & SYSTEM SECURITY

A. System Connections

Access to BSA Information must be limited to Authorized Personnel. The Agency must take reasonable precautions to ensure that Authorized Personnel do not connect to FinCEN BSA Systems in areas readily accessible to persons other than Agency employees or contractors (e.g., public spaces, including hallways or foyers of Agency offices subject to uncontrolled public access). In the event Authorized Personnel need to access FinCEN BSA Systems outside of the Agency's controlled areas for work consistent with both the Agency's mission and the authorized use of BSA Information, extreme caution should be exercised to maintain the security of the BSA Information.

If connections are made via a wireless network, connections should be limited to encrypted wireless networks utilizing strong WPA2 or AES (or successors) encryption.⁴ FinCEN BSA Systems may not be accessed in any uncontrolled or unencrypted shared internet access point. Further, FinCEN BSA Systems should not be accessed from a publicly available or widely accessible computer or other device (e.g., retail stores, business establishments, hotels, or cyber cafés).

B. Additional Physical Security Measures

Authorized Personnel must make reasonable efforts to protect BSA Information. Reasonable efforts in this context include, but are not necessarily limited to, the following: equipment in use must not be left unattended at any time without utilizing a password-protected screensaver, logging out, removing tokens or fobs and/or if appropriate, implementing additional physical security measures.

C. Authorized Personnel Access

FinCEN provides Authorized Personnel with access to FinCEN BSA Systems on the following terms:

- 1. FinCEN must approve Authorized Personnel before FinCEN BSA Systems access will be granted to them;
- 2. FinCEN requires that all Authorized Personnel have a unique username and unique authentication method (e.g., password, PIV-mediated credentials, or similar) for accessing FinCEN BSA Systems that are unique to the individual designated as Authorized Personnel. Authorized Personnel will receive a username, temporary password, and instructions for setting up a certificate and establishing a unique authentication method from FinCEN when their User Account is created; Authorized Personnel must not share their unique passwords or other authentication methods such as PIV cards, PIN numbers, or tokens, with

⁴ For more information, please consult the National Institute of Standards and Technology (NIST) Special Publication 800-153 revision 1, <u>Guidelines for Securing Wireless Local Area Networks (WLANs)</u>. WEP and WPA are not acceptable protocols.

anyone, including, but not limited to, other Authorized Personnel. The Authorized Personnel to whom passwords or similar unique user authentication credentials are issued are responsible for all queries made using their username and user authentication method;

- 3. The user account for any Authorized Personnel that do not access the FinCEN BSA Systems for a period of 90 days or more will be automatically deleted. Once an account is deleted, the Agency will be required to submit a new application for the user to obtain access; and
- 4. Authorized Personnel are required to comply with all instructions from FinCEN regarding continued access, including in connection with periodic changes to passwords or similar user authentication methods and recovering lost passwords or similar user authentication methods. Questions regarding Authorized Personnel access should be directed to the FinCEN BSA System Application Helpdesk at or fincenappshd@fincen.gov to reset their login credentials.

D. Password/Data Compromise or Loss

- 1. If Authorized Personnel passwords or user authentication methods are compromised or lost, Authorized Personnel must <u>immediately</u> notify the FinCEN BSA System Application Helpdesk at fincenappshd@fincen.gov.
- 2. Authorized Personnel must also notify the FinCEN BSA System Application Helpdesk upon the receipt of information concerning any apparent, threatened, or possible BSA Information compromise or loss.

IV. SECURITY OF BSA INFORMATION

A. Privacy and Appropriate Use

FinCEN BSA Systems are official government systems, and all Authorized Personnel acknowledge prior to logging into the FinCEN BSA Systems that no user has any expectation of privacy concerning use of FinCEN BSA Systems. The Agency is responsible for monitoring the use of FinCEN BSA Systems by their Authorized Personnel. The Agency must take reasonable precautions to ensure that Authorized Personnel avoid and prevent unauthorized use of the FinCEN BSA Systems. Any unauthorized use will result in suspension or termination of the Agency and/or Authorized Personnel's access to FinCEN BSA Systems and/or BSA Information.

B. Maintenance and Destruction of BSA Information

As set forth in the MOU, the Agency and Authorized Personnel are required to limit the BSA Information they obtain through a query to that BSA Information which is immediately useful in connection with the specific matter prompting the query. The Agency will take reasonable precautions to ensure that Authorized Personnel promptly destroy all BSA Information not of value for the specific matter queried that the Agency has obtained or generated, consistent with the Agency's applicable record retention requirements.

Where BSA Information is retained by the Agency, the Agency must take reasonable precautions to ensure the safety and security of BSA Information and materials (electronic or hard copy) containing BSA Information. BSA Information must not be left unsecured or left unattended in a working area to which persons other than Authorized Users have access.

All electronic files containing such BSA Information must be deleted in accordance with National Security Agency (NSA) guidelines on computer media sanitization.⁵ Hard copies of all such BSA Information must be destroyed by shredding, burning, or similar means.

C. Standards for Electronic Transmission of BSA Information

If it is necessary to transmit BSA Information, either within the Agency or to a third party consistent with the MOU and the Re-Dissemination Protocols, the BSA Information shall only be transmitted as encrypted Data in Transit (DIT) following current NIST and Executive Order (EO) 14028⁶ protocols. FinCEN provides the FinCEN BSA System Secure Mail System as one means for electronic transmission of BSA Information.

D. Standards for Electronic Storage and Processing of BSA Information

The Agency must utilize electronic systems which have implemented a security program and protocols with established current security standards such as NIST 800-53 at the appropriate impact baseline control levels. NIST 800-53 addresses security control families such as Access Control, Audit and Accountability, Identification and Authentication, Media Protection, System and Communication Protection, System and Information Integrity, and others. The Agency must establish a policy and procedure to approve the use of removable media on an exception basis only. While the use of removable media should be limited, when it is approved to be used on an exception only basis, the current security standards for removable devices should be followed. EO 14028 includes encryption requirements to ensure that Authorized Personnel use of portable computing devices and portable electronic storage media intended to contain BSA Information enable strong cipher algorithm such as AES-256, and that encryption is used when Authorized Personnel store BSA Information on such media.

E. Standards for Physical Transmission of BSA Information

If it is necessary to physically transmit BSA Information, either within the Agency or to a third party consistent with the MOU and the Re-Dissemination Protocols, the Agency and/or Authorized Personnel must use the following methods: (1) certified or registered U.S. mail; or (2) courier service, such as UPS, Federal Express, or authorized USG courier personnel for purposes of intraoffice delivery.

V. REPORTING, INSPECTIONS & AUDITS

A. Participation in Audits and Inquiries

The Agency and Authorized Personnel are required to cooperate in any audits by or inquiries from FinCEN, the Treasury Department, or relevant inspectors general or law enforcement authorities regarding use of FinCEN BSA Systems, unauthorized disclosure of BSA Information, or otherwise related to the access to and use of the information described in the

⁵ See: Media Destruction Guidance (nsa.gov)

⁶ See: Executive Order on Improving the Nation's Cybersecurity | The White House

MOU. Failure to provide such cooperation will result in suspension or termination of access to FinCEN BSA Systems and/or BSA Information by the Agency and/or Authorized Personnel.

B. Authorized Personnel Certifications

On at least an annual basis, FinCEN will supply the Agency Coordinator with a report containing the names of all the Agency's Authorized Personnel for the purposes of controlling and monitoring access to BSA Information. The Agency must timely certify that all individuals on the FinCEN-provided Authorized Personnel list continue to meet the criteria for Authorized Personnel laid out in II.B. and II.C. of this document, or timely identify any individuals on the FinCEN-provided list that have been or should be removed from Authorized Personnel status. The Agency Coordinator must also certify that the Agency has processes in place to timely disable Authorized Personnel accounts and notify FinCEN as necessary, in accordance with the requirements described in section II. C. of this document. The Agency must certify on an annual basis that it has such processes in place and that it has timely disabled Authorized Personnel accounts and notified FinCEN as required in this document.

C. Monitoring and Audits

FinCEN retains the right to monitor and audit the Agency and Authorized Personnel relating to the use of FinCEN BSA Systems, as well as the use of BSA Information accessed via FinCEN BSA Systems, including through on-site inspections.

FinCEN will request Agency internal review and annual certification to MOU compliance and conduct annual inspections to ensure that the Agency and Authorized Personnel are using the FinCEN BSA Systems and BSA Information appropriately. FinCEN reserves the right to request additional Agency reviews and/or conduct inspections, including on-site inspections, at any time if FinCEN has reason to suspect that FinCEN BSA Systems or BSA Information is being or may have been misused. FinCEN reserves the right to inspect Agency's internal systems, including any systems where BSA Information or materials that may rely on or incorporate BSA Information may be stored, to determine if misuse of the FinCEN BSA Systems or BSA Information has occurred.

These requests and inspections may include contacting the Agency for verification that the queries by Authorized Personnel were conducted for authorized purposes and with the approval of their supervisor(s). Such inspections may also include on-site visits to the Agency's office and access to the Agency's relevant records.

VI. MISCELLANEOUS PROVISIONS

A. Compliance

Failure to comply with these Security Protocols may result in the suspension of the Agency's and/or Authorized Personnel access to the FinCEN BSA Systems. Additionally, criminal, and civil penalties may apply to the misuse of Federal data and resources. Such criminal and civil penalties may be pursued against Authorized Personnel or any other individual who violates applicable law.

B. Unauthorized Disclosure

No current or former government officer, employee, or contractor may disclose a SAR to any person involved in a reported transaction, or otherwise reveal any information that would reveal that the transaction has been reported, other than as necessary to fulfill their official duties. See 31 U.S.C. § 5318(g)(2). Under FinCEN's regulations, the disclosure of a SAR to any person except for official purposes relating to the investigation, proceeding, or matter in connection with which the information is sought is unlawful and subject to criminal and civil penalties. See 31 CFR § 1010.950(e). Federal law provides for civil penalties of up to \$100,000 for each violation, 31 U.S.C. § 5321, 31 CFR § 1010.820, and criminal penalties including up to five years imprisonment and fines of up to \$250,000, 31 U.S.C. § 5322, 31 CFR § 1010.840(b). Criminal penalties may increase to include up to ten years imprisonment and fines of up to \$500,000 if the violation occurs "while violating another law of the United States." 31 U.S.C. § 5322(b), 31 CFR § 1010.840(c).

No current or former government officer, employee, or contractor may disseminate or redisseminate BSA Information except in accordance with the Re-Dissemination Protocols, and doing otherwise constitutes a misuse of BSA Information.

Any suspected misuse of FinCEN BSA Systems, suspected or actual misuse of BSA Information, or suspected or actual unauthorized disclosure of BSA Information should be referred to FinCEN immediately at DataAccessManagement@fincen.gov and will be referred to the appropriate officials for inquiry and/or investigation.

C. Effective Date, Rights & Obligations

As set forth in the MOU, FinCEN reserves the right to update these Security Protocols as appropriate. Any revised versions of the Security Protocols shall become effective and binding on the Agency as of the date of transmission to the Agency.

APPENDIX II

WARNING STATEMENT TO BE AFFIXED TO BSA REPORT INFORMATION DISCLOSED TO OTHER AGENCIES

The enclosed information was collected and disseminated under provisions of the Bank Secrecy Act (BSA) and regulations implementing the BSA, codified at 12 U.S.C. § 1829b, 12 U.S.C. §§ 1951-1959, and 31 U.S.C. §§ 310, 5311-5314, 5316-5336, and including notes thereto, with implementing regulations at 31 C.F.R. Chapter X. The information is sensitive in nature and is to be treated accordingly. The information may be used only for a purpose related to a criminal, tax, or regulatory investigations, risk assessments, or proceedings; or in the conduct of intelligence or counterintelligence activities, including analysis, to protect against terrorism. See 31 U.S.C. § 5311.

This information – referred to herein as "BSA Information" cannot be further released, disseminated, disclosed, or transmitted except as specified in FinCEN's Re-Dissemination Protocols.

FinCEN notes, in particular, that the unauthorized disclosure of Suspicious Activity Reports (SARs), a type of BSA Information, is a violation of law subject to both criminal and civil penalties.

Suspicious activity reports (SARs) filed under the BSA must be treated with particular care given that they contain unsubstantiated allegations of possible criminal activity, akin to confidential informant tips. Such reports, or the fact they have been filed, may not be disclosed to any person by any government officer, employee, or contractor except for official purposes. 31 CFR § 1020.320(e); 31 U.S.C. 5318 (g)(2)(ii).

The unauthorized disclosure of a SAR is unlawful and subject to criminal and civil penalties. Federal law provides for civil penalties of up to \$100,000 for each violation (31 U.S.C. § 5321 and 31 CFR § 1010.820), and criminal penalties that include fines of up to \$250,000 and/or imprisonment of up to 5 years (31 U.S.C. § 5322 and 31 CFR § 1010.840). Criminal penalties may increase to include fines of up to \$500,000 and/or imprisonment of up to 10 years if the violation occurs "while violating another law of the United States." (31 U.S.C. § 5322(b)).

Any suspected unauthorized disclosure of BSA Information will be referred to the appropriate officials for inquiry and/or investigation.

APPENDIX I - ACKNOWLEDGMENT FORM

TO BE USED BY AGENCY FOR DISCLOSURE OF BSA INFORMATION TO OTHER AGENCIES

I understand that any Bank Secrecy Act (BSA) Information provided to me by the [insert name of disclosing agency here] ("Disclosing Agency") is being made available to me in my capacity as an employee of [insert name of receiving Agency] ("Receiving Agency") and for use exclusively in support of financial institution examinations, criminal, tax, or regulatory investigations, risk assessments, or proceedings; or intelligence or counterintelligence activities, including analysis, to protect against terrorism. This Acknowledgement Form is to be signed by a representative of the Receiving Agency with sufficient authority to bind the Receiving Agency with respect to the treatment and handling of BSA Information shared pursuant to this Acknowledgement Form.

I further understand that the unauthorized disclosure of SARs, including information that would reveal the existence of a SAR, can be a crime, and FinCEN refers such matters to the Treasury Department's Office of Inspector General. Given the vital importance of safeguarding BSA Information, Receiving Agency agrees to cooperate in any inquiries from FinCEN or the Treasury Department involving potential unauthorized disclosures of BSA Information, including by providing any information that FinCEN, the Treasury Department, or relevant law enforcement authorities deem necessary to investigate a potential unauthorized disclosure of BSA Information.

I further understand that this BSA Information is being provided by the Disclosing Agency to the Receiving Agency, consistent with the terms of the MOU between the Disclosing Agency and FinCEN. By signing this Acknowledgement, the Receiving Agency agrees to be bound by the terms and conditions set forth in the MOU, as well as the Re-Dissemination and Security Protocols, including, but not limited to the following:

- The Receiving Agency may use BSA Information solely consistent with the legal authority of the Receiving Agency for the following purposes: identification, investigation, or prosecution of possible or actual violations of criminal law that fall within the investigative or prosecutorial jurisdiction of the Receiving Agency.
- The Receiving Agency must make best efforts to obtain and maintain only that BSA Information which is of value in connection with the specific matter at issue. The Receiving Agency must promptly destroy any and all data, documents, or summaries which contain BSA Information that it has obtained, stored, or generated that is not of value for the specific matter at issue.
- The Receiving Agency must maintain any copies of BSA information appropriately; BSA Information must be stored and maintained solely on a secure government system (or equivalent). The Receiving Agency may not use BSA Information to develop or contribute to any database not under the control of FinCEN that Agency personnel will be able to search as an alternative to making subsequent direct electronic queries to retrieve BSA Information from FinCEN Systems.

I agree not to use this information for other purposes, nor to disclose this information outside of my Agency without prior approval from FinCEN.

·	
Signature and Title of Receiving Official Name of Receiving Agency	Date
Signature and Title of Disclosing Official Name of Disclosing Agency	Date

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI ADJUDICATING THE COST OF CLEANING PROPERTY, IMPOSING A PENALTY AND IMPOSING LIEN OF THE SAME AGAINST PROPERTY

WHEREAS, the City of Southaven ("City") has the authority, pursuant to Section 21-19-11 of the Mississippi Code (1972) to clean up property within the City, under circumstances which create a menace to the public health and safety of the community, and

WHEREAS, the Mayor and Board of Aldermen conducted hearings regarding various properties, as set forth in Exhibit A, and determined that the conditions and circumstances of such properties created a menace to the public health and safety of the community, and ordered the clean-up of the properties, and

WHEREAS, pursuant to the authority granted to the City, the Mayor and Board of Aldermen, the City used City personnel for the clean-up of the properties; and

WHEREAS, the Mayor and Board of Aldermen have heard proof and find as a fact that the actual cost of the clean-up is as attached hereto as Exhibit A, and

WHEREAS, the Mayor and Board of Aldermen deem and resolve that the clean-up cost and penalty shall be collected as a lien against property and if not paid, the lien shall be converted as an assessment against each property, to be collected by the Tax Collector in the manner employed for the collection of all other taxes and assessments of the municipality, unless sooner collected through other means; and

WHEREAS, the City Governing Authorities previously adopted, via resolution, the cost and penalties charged by the City for the clean-up of properties; and

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

- 1. The fees, costs, and penalties listed in Exhibit A be assessed to the property.
- 2. The total amount, as set forth above, be, and the same is hereby assessed against each property, to be filed as a lien and if not collected, to be converted as an assessment to be collected by the Tax Collector in the manner used for collection of other municipal taxes and assessments, unless sooner collected through other means.
- 3. The City Planner and/or her designee is authorized to take any and all action to effectuate the intent of this Resolution.

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

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

RESOLVED AND DONE this 6th day of August, 2024.

DARREN MUSSELWHITE, MAYOR

ATTEST:

Inchae Mullo



EXHIBIT A

			Enrollment &	
Address	Cuttings	Penalty	Release	Total
Parcel# 107828281300019100	1	250.00	8.00	258.00
7903 Nature Walk	1	250.00	8.00	258.00
2072 Coral Hills Dr.	1	250.00	8.00	258.00
Parcel# 1087260900000201	1	500.00	8.00	508.00
Parcel# 1087260900000200	1	500.00	8.00	508.00
Parcel# 1078282000000400	1	250.00	8.00	258.00
7766 Charleston Dr.	1	250.00	8.00	258.00
526 Christybrook Cove	1	250.00	8.00	258.00
Parcel# 1084170600000100	. 1	250.00	8.00	258.00
Parcel# 1079321500000200	1	550.00	8.00	558.00
Parcel# 1074190700111000	1	250.00	8.00	258.00
Parcel# 1074190700110900	1	250.00	8.00	258.00
Parcel# 1074190700110700	1	250.00	8.00	258.00
Parcel# 1074190700110600	1	250.00	8.00	258.00
Parcel# 1074190700110800	1	250.00	8.00	258.00
2211 Cedarwood Cove	1	250.00	8.00	258.00
7885 Hwy 51 N	1	250.00	8.00	258.00
1175 Main St.	1	250.00	8.00	258.00
1153 Claiborne	1	250.00	8.00	258.00
1911 Clairmont Dr.	1	250.00	8.00	258.00
8182 Cedarbrook Dr.	1	250.00	8.00	258.00
680 Thornwood Place	1	250.00	8.00	258.00
1415 Staunton	1	250.00	8.00	258.00
Parcel# 1079310800000716	1	650.00	8.00	658.00
Parcel# 1079310800000715	1	500.00	8.00	508.00
Parcel# 1079310800000717	1	500.00	8.00	508.00
Parcel# 1079310800000708	1	550.00	8.00	558.00
5357 Bradley Lane	1	250.00	8.00	258.00
8911 Mary Frances	1	250.00	8.00	258.00
8903 Mary Frances	1	250.00	8.00	258.00
Parcel# 1085212000028800	1	250.00	8.00	258.00
Parcel# 1085212000028900	1	250.00	8.00	258.00
920 Main St	1	250.00	8.00	258.00
1422 Town & Country	1	250.00	8.00	258.00
1175 Main St.	1	250.00	8.00	258.00
3182 Summerhill Dr.	1	250.00	8.00	258.00
1352 Carriage View Lane	1	250.00	8.00	258.00

7381 Getwell Rd.	1	250.00	8.00	258.00
1925 StatelineRd.	1	250.00	8.00	258.00
6782 Snowden Lane	1	250.00	8.00	258.00

conditions shall be communicated to police or fire department.

RS COMMUNICATION ECG INC. 3095 Directors Row Memphis, Tennessee 38131 (901) 398-9324

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: <u>5/9/2024</u>		
Subscriber's Name: Sil	o Bullding 39 (Silo Southaven Police Dept)	Telephone No.:
Address: 6227 Silo S	Square Lane South	Cell Phone No.:
RS COMMUN Subscriber agrees to buy	VICATION ECG INC. (hereinafter referred to as "RS y an electronic security system consisting of the equi	s" or "ALARM COMPANY") agrees to sell, Install, and program, at Subscriber's premises, and oment and services described in the attached Schedule of Equipment and Services.
Purchase Price:	\$	Approximate date work to begin
Taxes:	\$	Estimated date work to be substantially completed
Total:	\$ <u></u>	· , —
Down Payment:	\$	
Balance due upon o	completion of Installation: \$	
2. DESCRIPTIO Check Service	ON OF EQUIPMENT AND SERVICES: es Provided:	
X🗆 Fire A	Narm 🗆 Burglar Alarm	
☐ Monitoring ☐ Alarm Sign	Center Monitoring □ Service X□ Inspection □ self-Monitoring □ Self-Monitoring	Remote Subscriber Access/Cameras
rits option provide to Subs property of RS and any a Code, and may subject vi to, alteration, conversion, any apparatus not furnish	scriber the passcode to the CPU software or change the unauthorized use of same, including derivative work folator to civil and criminal penalties. The Equipment to improvement, modernization, remodeling, repair or hed by RS. RS' signs and decals remain the property	3: Provided Subscriber performs this agreement for the full term, upon lermination RS shall at ne passcode to the manufacturer's default code. Software programmed by RS is the intellectual s, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States shall remain Subscriber's personal property and shall not be considered a fixture, or an addition replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of rof RS and must be ramoved upon termination of this agreement.
SERVICES AI	FOR APPROPRIATE SERVICES: Only services se ND RECURRING CHARGES: All charges are bille be: XII Monthly II Quarter Annually II Semi	d in advance and are plus tax, if applicable [select one option]:
(a) MONITOR (i) The from the alarm panel if no	ING CENTER CHARGES: Subscriber agrees to pay sum of \$, payable in advance for the installed already installed.	RS: atton and programming of the communication software and communication devices if separate
X 🗆 (ii) Ti	ne sum of \$ 49.00 per month for the month	toring of the Security System for the term of this agreement.
and labor at time of service period. Service by anyon	(Select 1 or II) bscriber agrees to pay RS on a per call basis. If this ce. Subscriber is not obligated to call RS for per call se other than RS during warranty period relieves RS of per call service option:	agreement provides for service on a per call basis, Subscriber agrees to pay RS for all parts service and RS is under no duty to provide service except its warranty service during warranty of any further obligations under the Limited Warranty.
□ (il) Su	ibscriber agrees to pay RS for service of the security	equipment the sum of \$ per month for the term of this agreement.
all accessible component advance of inspection dat time of inspection unless	i make I inspection(s) per year. Unless other to insure proper working order. If the system is UL te. It is Subscriber's responsibility to reschedule or per otherwise reported to Subscriber at time of inspection	\$ 31.00 per month for the term of this agreement for inspection service. If this service noted in the Schedule of Equipment and Services inspection service includes testing of Certified, the inspection will comply with UL requirements. RS will notify Subscriber 3 days in sermit access. Testing at inspection insures only that components are in proper working order at inspection does not include repair. If sprinkler alarm or other device monitoring water flow is f water supply, for which RS has no responsibility or liability.
Signal Verification as a s	iGNAL VERIFICATION: Subscriber agrees to pay Rasservice to be provided, or if Alarm Signal Verification immunication, video verification or such other verification.	S the sum of \$ per month for the term of this agreement. If Subscriber selects Alarm is required by law, RS or its designated Monitoring Center shall verify the alarm signal by tion system deemed appropriate by RS or as required by local law and only verified alarm

(e) REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CCTV / AUDIO / SELF-MONITORING: Subscriber agrees to pay RS the sum of \$ per month for the term of this agreement. Select remote access / video / audio services to be provided: Recording Device
☐ Video Clips Monitored Upon Alarm Activation Only ☐ Verification Recorded Video Clips ☐ Cloud Service Data Storage and Retrieval
☐ Remote Access By Subscriber ☐ Video Data to Subscriber's Smart Phone ☐ Self-Monitoring ☐ Audio ☐ Other (describe):
(f) ACCESS CONTROL ADMINISTRATION SERVICES: Subscriber agrees to pay RS the sum of \$ per month for the term of this agreement. Select Access Control Administration services to be provided:
☐ Remote Access Administration ☐ On-Site Administration ☐ Data Storage ☐ Data Backup
(g) GUARD RESPONSE: Subscriber agrees to pay RS the sum of (select payment method) \$ per month for the term of this agreement (or \$ plus tax payable per guard response).
(h) SELF-MONITORING: Subscriber agrees to pay RS the sum of \$ per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors who facilitate signals and data from Subscriber's alarm system to Subscriber's Internet or Cellular connected device. Unless Subscriber has selected Monitoring Center Monitoring, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional Monitoring Center.
☐ IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(h) ABOVE, SUBSCRIBER SHALL PAY \$80.00 PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 4(a)-(h)

- 5. TERM OF AGREEMENT / RENEWAL: The term of this agreement shall be for a period of (3) three years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof RS shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. RS may invoice Subscriber in advance monthly, quarterly, or annually at RS' option. Unless otherwise specified herein, all recurring charges for 4(a)-(h) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.
- 6. MONITORING CENTER MONITORING SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, RS or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from RS. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of RS or RS' designee Monitoring Center and RS does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of RS and are not maintained by RS except RS may own the radio network, and RS shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish RS with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List, RS will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with RS' notification obligation. All changes and revisions shall be supplied to RS in writing. Subscriber authorizes RS to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal, Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests RS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay RS \$90.00 for each such service. RS may, without prior notice, suspend or terminate its services, in RS' sole discretion, in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by RS.
- 7. REPAIR SERVICE: Repair service pursuant to paragreph 4(b)(ii), includes all parts and labor, (excludes all/any new or existing main panels and power supplies) and RS shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vernin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batterles, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without RS' written consent.
- 8. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by RS, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by RS or Subscriber's Internet or wireless connection device which is compatible with RS' remote services. RS will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which RS has no control. The remote services server is provided either by RS or a third party. RS shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. RS shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology or any other established criteria for encryption and RS shall have no liability for access to the alarm system by others.
- 9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. RS does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, RS will authorize Subscriber access. RS is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and RS shall have no liability for such third party unauthorized access. RS is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. RS is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or internet service.
- 10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION: If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service RS or its designee shall store and/or backup data received from Subscriber's system for a period of one year. RS shall have no liability for data corruption or inability to retrieve data even if caused by RS' negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by RS and RS has no responsibility for such access or IP address service. RS shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided RS will maintain the data base for the operation of the Access Control System. Subscriber will advise RS of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to RS regarding personnel access must be in writing via email or fax to addresses designated by RS. RS shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access.
- 11. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. RS shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, RS shall store data received from Subscriber's system for one year. RS shall have no liability for data corruption or inability to retrieve data even if caused by RS' negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by RS and RS has no responsibility for such access or IP address service. If system has remote access RS is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. RS has made no representations and has provided no advice regarding the use of audio or video devices, and it is

Subscriber's sole responsibility to use the camera and audio devices lawfully.

12. GUARD RESPONSE: If guard response is specified as a service to be provided, upon receipt of an alarm signal, RS or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless the guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the Monitoring Center or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and resit the alarm, though Subscriber scknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests RS to station its guard at the premises for more than 30 minutes, and RS has sufficient personnel to provide such service, and RS makes no such representation that its personnel will be available, then Subscriber agrees to pay RS \$95.00 per half hour plus tax for such service. Subscriber agrees to confirm the request to RS to provide extended guard service by email, text or recorded conversation to RS at the time request is made and RS is authorized to ignore any request not confirmed within 15 minutes.

LIMITED WARRANTY ON SALE

13. In the event that any part of the security equipment becomes defective, RS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. RS reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. RS is not the manufacturer of the equipment and other than RS' limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, RS makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and RS shall not be liable for consequential damages. RS does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. RS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than RS. Subscriber scknowledges that any affirmation of fact or promise made by RS shall not be deemed to create an express warranty unless included in this agreement in writing; that

Subscriber is not relying on RS' skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that RS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for RS' breach of this agreement or negligence to any degree under this agreement is to require RS to repair or replace, at RS' option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, RS will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

- 14. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: RS shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to etectric failure, strikes, walk-outs, war, acts of God, or other causes, including RS' negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of RS, RS shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay RS the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber and fault of RS on less than 24 hour notice to RS. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of RS, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. Should RS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay RS for such service or material.
- 15. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify RS if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. RS shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, RS shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise RS of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and RS fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to RS, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the Issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by RS, evidencing that warranty service was requested by Subscriber.
- 16. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding menufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without RS' written consent,
- 17. ALTERATION OF PREMISES FOR INSTALLATION: RS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in RS' sole discretion for the installation and service of the security system, and RS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.
- 18. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by RS.
- 19. LIEN LAW: RS or any subcontractor engaged by RS to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.
- 20. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless RS, its employees, agents and subcontractors, from and against all claims, lewsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by RS' performance, negligence or fallure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against RS or RS' subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of RS, which shall not unreasonably be withheld. RS shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.
- 21. EXCULPATORY CLAUSE: RS and Subscriber agree that RS is not an insurer and no insurance coverage is offered herein. The security system, equipment, and RS' services are designed to detect and reduce certain risks of loss, though RS does not guarantee that no loss or damage will occur. RS is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by RS' breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for intentional willful misconduct.
- 22. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and RS is named as additional insured and which shall cover any loss or damage RS' services are intended to detect to one hundred percent of the Insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of fallure of the equipment, system or RS' services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. RS shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against RS and its subcontractors for loss or damages caused by perils intended to be detected by RS' services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.
- 23. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF RS AS A RESULT OF RS' BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF RS' OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT RS' LIABILITY SHALL BE LIMITED TO THE SUM OF \$250,00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE RS' AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH RS' INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

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24. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by RS, the payments to be made by the Subscriber for the term of this agreement form an integral part of RS' anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix RS' actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to RS, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and RS shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

The prevailing party in any litigation or arbitration is entitled to recover its reasonable legal fees from the other party. In any action commenced by RS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER AGREES THAT SUBSCRIBER MAY BRING CLAIMS AGAINST RS ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY. AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING DUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESING.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement and is authorized to conduct proceedings by telephone, video or by submission of papers. By agreeing to this erbitration provision you are waiving your right to a jury trial, waiving your right to appeal the arbitration award and waiving your right to participate in a class action. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or

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another address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Tennessee, except for arbitration which is governed by the FAA and agree that any litigation or arbitration between the parties may be commenced and maintained in the county where RS' principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against RS in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND

FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

25. RS' RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that RS is authorized and permitted to subcontract any services to be provided by RS to third parties who may be independent of RS, and that RS shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints RS to act as Subscriber's agent with respect to such third parties, except that RS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to RS' disclement of warranties, exemption from the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of RS.

26. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber shall notify RS in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event RS discovers the presence of suspected asbestos or other hazardous material, RS shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate RS for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If RS, in its sole discretion, determines that continuing the work poses a risk to RS or its employees or agents, RS may elect to terminate this agreement on 3 day notice to Subscriber shall compensate RS for all services rendered and material provided to date of termination. RS shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall RS be liable to Subscriber for any damage caused by moid or hazardous conditions or remediation thereof.

27. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of RS assigned by RS to perform any service for or on behalf of Subscriber for a period of two years after RS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, RS shall recover from Subscriber an amount equal to such employee's salary based on the average

three months preceding employee's termination of employment with RS, times twelve, together with RS' counsel and expert witness fees.

28. FALSE ALARMS / PERMIT FEES / WITNESS FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse RS for any fees or fines relating to permits or false alarms. RS shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons RS requiring any services or appearances, Subscriber agrees to pay RS \$150 per hour for such services and appearances. Subscriber shall reimburse RS for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

29. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants RS a security interest in the security

equipment installed by RS and RS is authorized to file a financing statement.

- 30. CREDIT INVESTIGATION: Subscriber and any guarantor authorize RS to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.
- 31. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.
- 32 .Provision .The City or Southaven (subscriber) is a Mississippi Governmental Entity, which is governed by Mississippi law. By executing this agreement, the City of Southaven as The Subscriber, does not waive any defense and/or is not bound by those provisions set forth in this agreement which is the City is not legally able to agree in accordance with Mississippi law. Those provisions include, but are not limited to, indemnification; arbitration; waiver of liability; and limitation of liability.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY
OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.

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SUBSCRIBER:

Subscriber: Signature by Authorized Officer

Title of Person Signing

Pint Name of Subscriber's Email Address:

Tex ID or EIN

The undersigned personally guarantees Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein.

Print Name

Residence Address

Kidz Popin Concert

Contract Number: 10192024LN-KzB

BANKPLUS AMPHITHEATER

Facility Use Lease Agreement

This Agreement ("Agreement") is made and entered into as of the date of the last signature of the parties hereto, by and between the City of Southaven (hereinafter referred to as "OWNER") and Live Nation Worldwide, Inc. (hereinafter referred to as "LESSEE"). Notwithstanding the use of the terms "LESSEE" or "Lease," the parties acknowledge that this Agreement is a temporary license to use the Facility and that no landlord-tenant relationship is created hereby.

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

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

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

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

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

Section 1. Premises. OWNER does hereby lease and grant the right to use the Facility, generally referred to as the BankPlus Amphitheater, to the LESSEE and the LESSEE does accept for use of the Facility. LESSEE acknowledges that if LESSEE has inspected the Facility (which shall only be a cursory, pre-Event inspection in accordance with industry practice),

then, unless provided in writing or verbally to OWNER, LESSEE is satisfied with and has accepted the Facility in its present condition. Notwithstanding anything contained herein, OWNER will provide the Facility in a good state of repair and in compliance with all applicable laws (including the Americans with Disabilities Act), regulations and health and safety and other applicable codes and regulations, and the OWNER shall maintain all building-related permits required for the day-to-day operation of the Facility.

Section 2. Use. LESSEE shall have use of the Facility for a live entertainment event featuring Kidz Bopin Concert (the "Event") and, if applicable, any support acts as may be determined by the Headline Artist and LESSEE (hereinafter referred to as the "Event"). This Agreement provides LESSEE with only the right and privilege to possess and use the Facility in the manner set forth herein and this Agreement does not confer upon LESSEE and LESSEE's guests any greater or lesser rights and privileges with respect to use of the Facility. LESSEE acknowledges and agrees that certain services and portions of the Facilities, such as entrances, exits, loading docks, receiving areas, elevators and similar features, must be shared. OWNER shall retain full and absolute authority to establish the schedules for the use and availability of such services and facilities, including the extent to which service and facility sharing will be required so as to operate the Facility as efficiently as possible, provided, however that such other use does not unreasonably interfere with LESSEE's Event.

Section 3. Term. The term of this Agreement commences at 7 o'clock A.M. on the 19th day of October 2024 and terminates at 2 o'clock A.M. on the 20th day of October 2024 (hereinafter referred to as the "Term").

Section 4. Lease Fee.

(i) LESSEE agrees to pay the OWNER a fee (hereinafter referred to as the "Lease Fee") for the use of the Premises in the amount of \$32,500.00, in the following manner and on the basis and terms set forth below:

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

- (ii) In addition to the above Lease Fee, the LESSEE shall pay all taxes, charge, fees, leases and permits, whether federal, state, county, or city, due on account of its business and the permitted activities engaged in under this Agreement.
- (iii) "Gross Receipts" as used herein is defined to mean the total amount of dollars of all tickets sold or paid admissions and merchandise sold, derived by LESSEE from the use of the Facility pursuant to this Agreement without deduction therefrom for any cost or expense of promotion, conduct or operation of the Event. Gross receipts shall not, however, include any sums collected and remitted for any admission taxes, excise taxes or sales taxes imposed by any duly constituted governmental authority and separately stated, nor shall they include refunds made to patrons, customers or exhibitors. Any exclusions from gross receipts shall be described and substantiated in the written statement of gross receipts as provided herein above.

Section 5. Security Deposit. LESSEE shall pay to OWNER the sum of \$______, which sum shall be credited to 66014863.v1

expenses such as the rental payment, ticket office fees, and cancellation charges for equipment, operating personnel, and services.

Section 6. Damage Deposit. LESSEE shall provide to OWNER a damage deposit of \$______. The damage deposit shall be withheld from the initial settlement of funds, as set forth in Section 7 and, thereafter said deposit, less the actual and documented cost to repair any damages caused by LESSEE'S use, shall be refunded to LESSEE within ten (10) days following the termination of this Agreement. Notwithstanding anything contained herein to the contrary, any claim of damages to the Facility herein shall be subject to OWNER providing LESSEE with notice of and an opportunity to inspect such damage as soon as reasonably possible during or promptly following load-out, but in no event later than (a) 48 hours following the Event or (b) the beginning of load-in of the next event at the Facility, whichever is earlier. In no event shall LESSEE be responsible for any pre-existing conditions or damage caused by OWNER or its employees, agents or contractors.

- Section 7. Settlement. (i) All Gross Receipts, less deductions for all taxes due, shall be held by OWNER and applied to the payment of all sums due from LESSEE pursuant to this Agreement, or any agreement modifying or supplementing this Agreement, including amounts due for personnel, services, materials or equipment furnished to LESSEE by OWNER. Any surplus then remaining shall be first applied by OWNER to satisfy any obligations or liabilities of LESSEE to OWNER pursuant to this Agreement, or any agreement modifying or supplementing this Agreement.
- (ii) Within 24 hours after the conclusion of the closing night of the LESSEE's Event, OWNER will furnish to LESSEE a preliminary settlement statement of the Gross Receipts and deductions therefrom. If the Event extends over multiple nights, the settlement shall occur on the last night of the Event. Within seven (7) days after the delivery of the settlement statement, OWNER shall provide to LESSEE a final statement, reflecting corrections or amendments to the preliminary settlement statement, along with payment due LESSEE. LESSEE agrees to examine the final settlement statement and notify OWNER, in writing, of any errors or omissions in, or objections to, the final settlement statement. If no notice of errors, omissions or objections is given by LESSEE to OWNER within a reasonable period of time after receipt by LESSEE, the final settlement statement shall be deemed true and correct.
- (iii) OWNER will remit on LESSEE's behalf, out of the Gross Receipts, all sales, entertainment and other taxes due to appropriate governmental authorities.
- (iv) Prior to the final settlement, the LESSEE shall not be entitled to draw upon such funds unless specific permission has been granted by the OWNER and the LESSEE has insured such draw with a bond or letter of credit which is acceptable to the OWNER.
- (v) OWNER shall provide bona fide invoices and other documentation reasonably requested by LESSEE substantiating any reimbursable costs or other expenses pursuant to this section or otherwise pursuant to this Agreement.

Section 8. Late Payments. (a) Any License Fee, cost, expense or sum due from LESSEE which is not received within thirty (30) days from the date its due shall be deemed late. (b) Any payment by check which is returned for insufficient funds, or other reasons, shall incur a \$50.00 returned check fee, payable to OWNER, for each occurrence and the past due 66014863.vI

accounts and License Fee due will be subject to late payment deadlines and charges set forth herein.

Section 9. Overtime. In addition to the Lease Fee, LESSEE shall pay to OWNER the sum of \$2,500.00 for each :30 minutes or fraction of an hour the LESSEE, or LESSEE'S artist, extends the use of the Premises beyond hard curfew of 11:00 P.M.

Section 10. Tickets.

- (i) If tickets are sold in connection with LESSEE's use of the Premises, OWNER shall have sole supervision over the sale and collection of all tickets. Further, LESSEE will pay OWNER for ticket sale services at the following rate: zero percent (0%).
- (ii) Ticket sales shall be at such places as OWNER, in its reasonable discretion, deems appropriate. However, LESSEE may request ticket sales privileges be extended to additional persons. If OWNER grants the request, then LESSEE agrees to assume all responsibility for collection of unsold tickets or of funds from the sale of tickets from such persons and will be liable to OWNER for the value of all tickets so distributed.
- (iii) OWNER shall have the complete right to custody and control of all monies received from the sale of tickets wherever sold and admission fees wherever received. OWNER shall have the right to hold such funds for the purposes of applying the same toward payment of the Lease Fee and LESSEE'S other charges and accounts up to the amount of sums due, or to become due, to the OWNER.
- (iv) All tickets to the Event will be provided by the OWNER. The OWNER operates a computerized ticket system, or contracts for such services, which supports a series of outlets. The number of tickets printed will not exceed seating capacity negotiated. The OWNER shall provide LESSEE with an Event audit report upon which the parties will rely for settlement purposes described in Section 7. Not less than thirty (30) days prior to the Event, LESSEE shall provide to OWNER any required ticket manifest, in the format requested by OWNER, so as to finalize the ticket sales process. Not less than ten (10) days prior to the date tickets will be released for sale, LESSEE shall deliver to OWNER and/or Ticketmaster all necessary information to price the tickets.
- (v) Ticket prices will include a 3% State Sales Tax, unless LESSEE secures an exemption in writing from the State of Mississippi. TAX ON TOP
- (vi) Any complimentary admission tickets issued by LESSEE in excess of five percent (5%) of the total Event paid admissions, as calculated for each Event day, shall be deemed paid admissions and valued at the highest manifested ticket price per ticket for purpose of computing a percentage-based Lease Fee. Subject to Headline Artist approval, LESSEE shall furnish to the OWNER twenty (20) sellable seats, to be selected by OWNER for the use of the OWNER and without cost to the OWNER.
- (vii) Immediately upon the close of the ticket office for each night of the Event, OWNER will tabulate ticket sales and receipts and prepare an audit report reflecting Lease Fee, ticket service charges and all other charges due from LESSEE.

Section 11. Operating Personnel, Services, Equipment and Security. 66014863.v1

- (i) The OWNER shall furnish to the Premises all customary heating, lighting, and air conditioning. OWNER shall not be liable to LESSEE for any loss suffered by LESSEE resulting from any lack of said utilities which occur as a result of an act of God, or force majeure as defined herein, or failure of equipment which occurs through no fault of OWNER, provided, however, that OWNER shall be obligated to use diligent efforts to restore such utilities and/or equipment as soon as reasonably possible.
- (ii) OWNER shall provide, at LESSEE's expense, certain personnel and services in connection with LESSEE's Event, including, but not limited to emergency medical, ticket sellers, ushers, gatemen, doormen, program and novelty salesmen, stagehands, crowd management associates, traffic controllers, event clean up and security personnel within the Premises.
- (iii) The Facility will also provide such equipment, at LESSEE's expense, as LESSEE shall timely and reasonably request at rates specified on the services and equipment schedule, attached hereto and incorporated by reference. Equipment may include, but is not limited to, such items as an electronic message marquee, public address system, special electrical uses and rigging.
- (iv) Absent a documented separate agreement between LESSEE and OWNER stipulating responsibility over safety and security, OWNER shall have full command and control authority over such areas for the Event, and OWNER shall have show stop procedures for the Event, which procedures shall be made available to LESSEE upon request.

Section 12. Novelties/Concessions.

- (i) During the Event, OWNER reserves to itself the sole right: (1) to sell or disburse programs, periodicals, books, magazines, newspapers, soft drinks, alcohol, flowers, candies, food, novelties or any related merchandise commonly sold or dispensed in arenas or auditoriums; (2) to rent and/or sell opera glasses, binoculars, cushions and similar articles; (3) to take and/or sell photographs (provided, however, that no photographs of the Event and/or performer(s) may be taken or sold without the express written consent of LESSEE); (4) to operate any checkrooms and the parking lots used in connection with the Facility; (5) to prepare, cater and serve all foods within the Facility.
- (ii) In this event, LESSEE grants OWNER the right to sell, disburse, or operate merchandise sales; OWNER shall retain the amount of 20% of the gross receipts, less taxes, credit card commissions and bootleg security, if requested.
- Section 13. LESSEE's Personal Property. (a) In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Premises by or for LESSEE, OWNER shall act solely for the accommodation of the LESSEE and neither the OWNER nor any of its agents or employees shall be deemed a bailee, nor be liable for any loss, damage or injury to such property, except to the extent any such loss, damage or injury arises out of the negligence or willful misconduct of OWNER, or its agents, employees or contractors.
- (b) Any property left within the Premises by LESSEE shall, after a period thirty (30) days from the termination of this Agreement, be deemed abandoned and the OWNER shall have the right to remove, place in storage or otherwise dispose of any such property at the sole cost and expense of LESSEE. OWNER shall notify LESSEE of any property inadvertently left at the Premises by LESSEE and shall provide LESSEE with a reasonable opportunity to remove same prior to removal, storage 66014863.v1

or disposal by OWNER.

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

Section 14. Owner Objections to Event Content and Advertising. Any advertising whether television, newspaper, program, poster, outdoor, transit or other print advertising must utilize the BankPlus Amphitheater logos which are provided by and available from the OWNER.

Section 15. Public Announcements. Subject to Headline Artist approval, OWNER reserves the right to make public announcements during intermissions, if any, and other such times as will not unreasonably interfere with LESSEE's Event. Said public announcements may relate briefly to future attractions coming to the Facility, or to the welfare and safety of those attending the Event. LESSEE is prohibited from making public announcements, other than those which pertain to the Event, without prior written approval of the OWNER.

Section 16. Broadcast. The LESSEE will not broadcast, nor permit anyone else to broadcast, via radio, television, cable, satellite, internet or other electronic means, the Event, or any part thereof, produced within the Facility, unless and until the OWNER shall have given its written permission therefore. If any of the conditions of such written permission are violated, the OWNER, at its option, may at any time stop such broadcasting. Recordings or transcriptions of the Event shall not be made without the written permission of the OWNER. Under conditions when warranted, the OWNER shall determine fees to be paid by LICENSSE for any rights running to the LESSEE to make a broadcast or recording of the Event. Such fees shall be agreed upon between OWNER and LESSEE as a prerequisite to any such broadcast or recording. Notwithstanding anything contained herein to the contrary (including, without limitation, any customary retention of "origination rights" by OWNER), OWNER has no right to conduct any audio and/or video recordings of the Event, which is prohibited without the express, prior written consent of LESSEE and the Headline Artist and, as applicable, any support artist(s). LESSEE and the performing artists may photograph the Event and have use of such photographs as such parties agree among themselves. Photography of the Event by OWNER shall be subject to any restrictions imposed by LESSEE, the Headline Artist and any applicable support artists and any applicable photography agreements required by such artists. OWNER further acknowledges that the performing artists are not required to provide an audio and/or video feed to OWNER for any purpose, including, without limitation, to suites, clubs or any other areas, other than as may be required for compliance with applicable laws (e.g. an audio feed for assistive listening devices). If the performing artists choose to provide a video feed, it will be in such artists' sole and absolute discretion. OWNER shall not copy or record, nor permit others to copy or record, all or any part of such feeds if any are provided. OWNER is expressly prohibited from simulcasting the Event (or any portion thereof) from any approved feed to any location outside of the Facility admission gates. 66014863.v1

Section 17. Right to Inspect. OWNER and its designees shall have the right at all times to enter the Facility to examine the same for business purposes and provided that OWNER and its agents shall not unnecessarily disturb the privacy of the artists in areas and circumstances where the artists have a reasonable expectation of privacy (including, without limitation, during sound checks and in private hospitality areas and dressing rooms). OWNER and its Police and Fire Departments shall work together in good faith to develop and enforce a mutually acceptable security/emergency action plan. For a violation of law, the OWNER and its designees shall maintain the right, using reasonable, non-discriminatory discretion, to eject any person or persons during an Event. In the event that such persons are employees, agents or contractors of LESSEE, OWNER shall provide LESEE with a reasonable opportunity to remedy the problem prior to the removal by OWNER. Further the OWNER shall have no obligation to enforce any policy of LESSEE.

Section 18. Default.

- (a) A default of this Agreement shall be deemed to have occurred hereunder if:
- (i) LESSEE fails to pay the Lease Fee within ten (10) days of the date its due, or otherwise fails to pay OWNER any amounts or sums to be paid by LESSEE when the same are due.
- (ii) Either party defaults in the performance or observance of any material term, covenant, condition or provision of this Agreement required of the Party, and such default continues for a period of ten (10) business days (or if a cure has not been diligently commenced within ten (10) business days if a cure is not reasonably practicable within ten (10) business days) after service by the other party of written notice of such default specifying the failure with particularity;
- (iii) Either party defaults in the performance or observance of a material term, covenant, condition or provision of this Agreement for which a cure is possible, and the curing or remedying of such default requires the doing of work or the taking of action which cannot with due diligence be completed in a ten (10)-day period after service of a notice of default, and such default continues beyond the end of the 10-day period and such amount of time as is reasonably necessary to cure or remedy such default, taking into account unavoidable delays to complete such other action as is required to cure or remedy the default in question;
- (iv) A party ceases to function as a going concern, becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it (which petition is not dismissed within 60 days of its filing), admits in writing its inability to pay debts as they mature, or if a receiver is appointed for a substantial part of its assets.
- (b) No waiver by either party of any default or breach by that party of its obligations hereunder shall be construed to be a waiver or release of any other or subsequent default or breach by that party hereunder.

Section 19. Termination.

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(a) (i) LESSEE has the right to elect to terminate this Agreement, without cause, prior to the Term. Provided,

however, that LESSEE must give OWNER thirty (30) days advance written notice of the intention to terminate this Agreement. LESSEE understands an early termination will cause LESSEE to be subject to the penalties and damages set forth herein.

- (ii) In the event LESSEE fails to pay any Lease Fee within 10 days of the date its due, or otherwise fails to pay OWNER any amounts (including, but not limited to, the Lease Fee or food and beverage catering services) to be paid by LESSEE when such amounts are due, OWNER may, at its option, terminate this Agreement by giving LESSEE ten (10) days prior written notice.
- (iii) Either party may terminate this Agreement in the event of a default by the other party, as set forth in Section 18 upon notice thereof to the other party.
- (b) Upon the effective date of termination, specified in the party's notice to terminate, the Term shall then end as fully and completely as if that were the date herein fixed for the Term's expiration.

Section 20. Remedies.

- (a) Upon an event of termination as set forth in Section 19, LESSEE's right to the use of the Premises, and all other rights or privileges of LESSEE provided for under this Agreement, shall end.
- (b) Upon an event of termination of this Agreement due to a default by LESSEE as provided in Section 18 OWNER shall have no further obligation to LESSEE and LESSEE shall immediately pay to OWNER the sum of (i) all unpaid License Fees, (ii) all other charges due hereunder that are unable to be mitigated by OWNER after OWNER's reasonable efforts to do so, and (iii) all reimbursable costs and expenses (if any) incurred by OWNER to remove LESSEE from the Facility, including costs of moving and storing LESSEE'S personal property.
- (c) It is specifically acknowledged and agreed that upon any termination due to default by LESSEE as provided in Section 18, the License Fee due from LESSEE shall not be prorated and LESSEE will remain fully liable for all such fees due until such time as OWNER re-licenses the Premises. In the event the Premises is re-licensed, the LESSEE shall immediately pay, in lump sum, the total of any deficiency difference between the License Fee provided for by the re-licensing agreement and the License Fee herein reserved.
 - (d) Intentionally deleted.
- (e) The rights and remedies given to the non-defaulting party in this Agreement are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the non-defaulting party, in law or equity, shall be deemed to be in exclusion of any of the others provided herein or by equity. No failure or delay by the non-defaulting party to exercise any remedy provided for herein shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to said party.

Section 21. Production Requirements. LESSEE shall file with the OWNER, at least ten (10) days prior to the Event, a full and detailed outline of LESSEE's requirements for the Premises, including but not limited to all stage, sound, lighting, chair or table set-ups, and such other information as may be requested by the OWNER. All public address or sound

reinforcement requirements shall be submitted to LESSEE not later than 72 hours prior to the Event and are subject to approval by the OWNER. In the event that any laws, regulations or ordinance require the securing of permits for LESSEE's Event, LESSEE agrees to be solely responsible for obtaining all necessary permits, at its sole expense, and shall indemnify and hold OWNER harmless for any penalties suffered by OWNER as result of LESSEE's failure to secure said permits.

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

- a. To keep aisles, corridors, passages, vestibules, trails, elevators, and stairways of the Facility free and clear of obstructions and shall not use these areas other than for ingress and egress;
- **b.** To refrain from altering, injuring or defacing the Facility, or any part thereof, and not to drive or permit others to drive nails, hooks, tacks, or screws into any part of the Facility, or furnishings located therein, or to apply tape or other materials to the walls;
- c. Not to use or permit the use of flammable tissue paper, crepe paper, or material for decorative purposes or any combustible liquid or substance unless the same has first been approved by the Mississippi State Fire Marshall and City of Southaven Fire Marshall.
- **d.** Intermissions, if any, shall be at the discretion of the performing artist(s) and LESSEE shall not be liable for any penalties should one not occur.
- e. No signs, messages or other materials may be posted, displayed, distributed or announced in, on or adjacent to, the Facility without prior written approval of the OWNER. Such materials may not be fastened to any part of the Facility except in spaces provided for this purpose and may not be permitted to interfere with crowd movement and safety. Notwithstanding anything contained herein to the contrary, OWNER agrees that any backlit or otherwise illuminated signage, advertising, digital/ribbon boards and/or other displays visible in the performance area of the Facility shall be turned off and house lights dimmed to agreed-upon levels (excluding emergency and safety lighting) prior to show time at a time designated by production representatives for the Event. OWNER further understands and acknowledges that the Headline Artist may have arrangements with tour sponsors. OWNER shall use reasonable efforts to facilitate and allow implementation and activation of activities associated with such tour sponsorships, if any, which may include, without limitation, temporary signs, banners, on-site product displays, interactive displays, and small product samples.

Section 23. Content Restrictions and Right to Control Facility. (i) No performance, exhibition or entertainment shall be given or held in the Facility which is unlawful. (ii) OWNER reserves the right, using reasonable, non-discriminatory discretion, to eject or cause to be ejected from the Facility any objectionable person or persons. The OWNER shall not be held liable to the LESSEE for its actions under this paragraph, except to the extent any claims arise out of the negligence or willful misconduct of OWNER, or its agents, employees or contractors. (iii) Any artisans or workmen employed by LESSEE may be refused entrance by OWNER, or its employees, agents or representatives for non-compliance with the provisions of the Agreement or for objectionable or unlawful conduct. Refusal of entrance by OWNER shall be without liability on the part of 66014863.v1

the OWNER or its employees, agents or representatives. OWNER shall provide LESSEE with a reasonable opportunity to remedy any problems with its employees, agents or contractors prior to refusal of entrance by OWNER.

Section 24. Lawful Activity. In carrying out its obligations under this Agreement, LESSEE shall comply with all applicable rules, regulations, laws and ordinances of the United States, the State of Mississippi, County of DeSoto, the City of Southaven and any reasonable rules or regulations established by the OWNER. The LESSEE will not knowingly do, nor suffer to be done, anything on or within the Facility or parking area adjacent thereto, in violation of any laws, ordinances, rules or regulations. If the attention of the LESSEE is called to any violation of the same on its part, or of any person employed by it or admitted to the Landers Center or parking area, the LESSEE will promptly desist and correct the violation. The foregoing includes the requirement that audio volume (measured in decibels) conform to the limits established by the State of Mississippi Health Department. The LESSEE shall have the responsibility for obtaining all permits or licenses required of it by said laws, ordinances, rules and regulations in connection with the presentation of the Event as distinguished from the day-to-day operation of the Premises and/or the Facility.

Section 25. Insurance. LESSEE shall furnish the OWNER in advance of the Term, a certificate showing that there is in force a policy of public liability insurance in the form of commercial general liability insurance, in which the LESSEE is listed as an insured and the OWNER as an additional insured with respect to the liability assumed by LESSEE, with limits of not less than \$1,000,000 single limit and \$2,000,000 aggregate coverage for the duration of the Term. All insurance policies must reflect that it is primary and not contributory with any insurance maintained by OWNER to the extent of LESSEE's liability hereunder. The policy must also reflect coverage for bodily injury or death, including coverage for deprivation of civil rights or civil liberties, defamation of character, libel, slander and other similar causes of action. Each party waives any right of subrogation against the other party in connection with any insurance proceeds received by or due to such party. OWNER (a) maintains workers' compensation insurance as and with limits required by applicable state law(s); and (b) requires its independent contractors to maintain such coverage.

Section 26. Indemnification. LESSEE agrees to conduct its activities upon or within the Facility so as not to knowingly endanger any person thereon and to indemnify, defend and save harmless the OWNER against any and all claims, costs or expenses, loss, injury, or damage to persons or property, including claims of employees of the LESSEE, or LESSEE's contractor or subcontractors, arising out of the acts or failures to act by the LESSEE, its contractors, subcontractors, agents members or guests. The foregoing indemnity, defense and save harmless shall not extend to any claims arising out of any (a) negligence or willful misconduct of OWNER or its agents, employees or contractors, (b) structural or premises-related defects of the Facility or (c) alleged exposure of or contraction by any person present at the Event of any communicable disease or illness (including COVID-19) or any bacteria, virus or other pathogen capable of causing a communicable disease or illness, whether occurring before, during or after the Event. LESSEE will not do or knowingly permit to be done anything in or upon any portion of the Facility, or bring or keep anything therein or thereon, which will in any way conflict with the conditions of any insurance policies insuring the Facility or any part thereof against loss. The presence of policemen, firemen, inspectors or 66014863.v1

representative of the OWNER shall in no event diminish or affect the duties, obligations or responsibilities of the LESSEE hereunder.

Section 27. Liens. The LESSEE agrees to pay promptly when billed by the OWNER any costs, expenses and other actual and documented charges incidental to the use and occupation of the Premises by LESSEE and to save the OWNER harmless from and indemnify it against any such cost, expenses and charge and from and against all claims, demands and liens of whatever character arising by reason of contract, express or implied, or negligence, or any other act of omission on the part of any person, firm or corporation other than OWNER, including all cost, expenses, and attorneys' fees incurred by OWNER in responding to any asserted claim, demand, or lien.

Section 28. Event Cancelation. OWNER and LESSEE have mutual approval and control over any decision or decisions related to refunds in the event of a cancellation of the Event. In the event of the cancellation of the Event, purchasers of tickets therefore shall have a period of time not to exceed sixty (60) days to apply to OWNER for a refund of the purchase price. Thereafter, all funds generated from ticket sales and not refunded shall remain the property of the OWNER, unless otherwise required by law.

Section 29. Copyright.

- (i) The LESSEE agrees to assume full responsibility for complying with, the Federal Copyright Law of 1978 (17 U.S.C. 101 et seq.) and any regulations issued thereunder, including but not limited to the assumption of any and all responsibilities for paying royalties which may be due for the use of copyrighted work and trademarks used in connection with the Event.
- (ii) OWNER acknowledges that LESSEE currently reports and pays royalties for its events to ASCAP, SESAC and BMI on a quarterly basis through the trade association known as the North American Concert Promoters Association, and that LESSEE reports and pays royalties to GMR directly.
- (iii) Unless otherwise expressly provided herein, or otherwise agreed to by the parties, each party shall retain all right, title and interest, in and to all intellectual property held by the party, or licensed to the party, and the other party is granted no right, title, interest, or license in or to such other party's intellectual property rights.
- Section 30. LESSEE's Assurance LESSEE hereby certifies and guarantees that it has a valid contract or confirmed offer in accordance with industry custom with the performer(s), exhibitor(s), or other person(s) whose services form the basis of the Event.
- Section 31. Property Rights. Unless otherwise authorized by the OWNER, all plumbing, electrical or carpenter work required to be done to the Facility in connection with the Event (except as required for normal heating, air conditioning and lighting) shall be done or furnished by the OWNER. Any special facilities or extra services furnished or required by the LESSEE shall be agreed upon in advance by the parties hereto and payment for such items shall be agreed upon and shall not be a part of the Lease Fee.
- Section 32. Assignment. The LESSEE shall not assign this Agreement or any rights hereunder, and any attempt to 66014863.v1

sell or assign this Agreement or any rights hereunder shall thereby terminate this agreement. In such event any and all payments that shall have been received by the OWNER hereunder shall be deemed to be the property of OWNER and in addition thereto LESSEE shall be liable to the OWNER for any and all damages occasioned by the attempted assignment unless assignment is approved in writing and affixed to this Agreement.

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

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

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

Section 36. Interruptions. OWNER shall retain the right to cause the interruption of the Event in the interest of a legitimate public safety risk or threat, and to likewise cause the termination of the Event when, in the reasonable judgment of the OWNER, and after consultation with the LESSEE and appropriate authorities, if feasible, based upon reasonable circumstances, such act is necessary in the interest of public safety. In such event, LESSEE waives any and all claims for damages or compensation from OWNER.

Section 37. Force Majeure. In the event the Facility or any part thereof shall be destroyed or damaged by fire or any other cause beyond the control of the parties, which shall render the fulfillment of this Agreement by either party impossible including, but without limitation thereto, defect, deficiency failure or impairment of the water supply system, drainage system, or electrical system flood, earthquake, acts of God, epidemic (including health epidemics, and without limitation, the COVID-19 pandemic), death, disability or injury of the Headline Artist(s) and/or their immediate family, condemnation by any governmental agency, then this Agreement shall terminate and the LESSEE shall be refunded any deposits paid prior to such termination. LESSEE hereby waives any claims for damages or compensation it may have against the OWNER should this Agreement be so terminated. Likewise, OWNER hereby waives any claims for damages or compensation it may have against the LESSEE should this Agreement be so terminated.

Section 38. COVID-19. Without limitation of any of the OWNER's other obligations herein, the OWNER shall be responsible for establishing, implementing and enforcing reasonable and appropriate guidelines, practices, and health and safety protocols in connection with the operation of the Facility including, without limitation, such protocols consistent with recommendations of applicable state and local authorities and the Centers for Disease Control and Prevention ("CDC") that are designed, based on information reasonably and currently available, to reduce the risk of infection and spread of communicable diseases, including COVID-19 (collectively, "Health & Safety Protocols"). Health & Safety Protocols may include, without limitation, staggered arrival and departure times, temperature checks, pre-sanitization requirements, physical distancing, masks/face coverings, limited food & beverage service and handling, and requiring persons developing or exhibiting 66014863.v1

symptoms to leave the Facility.

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

Section 39. Rules and Regulations for Facility Use. OWNER shall retain at all times the right to manage, control and regulate the use of the Facility. OWNER may promulgate rules and regulations, from time to time, regarding the use, occupancy and operations of the Facility and shall notify LESSEE of same prior to LESSEE'S Event. LESSEE agrees to abide by all such reasonable rules and regulations as adopted by OWNER.

Section 40. Miscellaneous.

- a. Situs. The situs of this Agreement is Southaven, Mississippi, and any action, claims, suits or disputes arising hereunder shall be governed by the law of the State of Mississippi.
- b. Paragraph Headings. The paragraph titles herein are for convenience only and do not define, limit or construe the contents of such paragraphs.
- c. No Agency. Nothing herein shall be construed so as to make LESSEE the agent, employee or representative of OWNER for any purpose.
- d. Waivers and Modifications. No waiver of any provision hereof, shall be effective unless stated in writing and signed by the OWNER and LESSEE. No such waiver shall constitute a waiver of the same provision on a subsequent occasion nor of any other provision of this Agreement.
- e. Entire Agreement. This Agreement, with items incorporated by reference, shall constitute the entire agreement between the parties, unless modified in writing and executed by OWNER and LESSEE.
- f. Attorney Fees and Costs. In the event that legal action is commenced to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to collect its reasonable attorneys' fees, costs and other legal expenses incurred as a result therefrom.
- g. Force and Effect. Agreement shall have no force or effect unless fully executed or unless performance hereunder has otherwise been completed.
- h. Severability. If any provision of this agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this agreement, or the application of the remainder of this agreement to persons or circumstances other than those to whom or to which it is held invalid, shall not be affected thereby.

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- i. Authority to Sign. Each party represents its respective undersigned's power and authority to enter into this Agreement and such entity has the authority to consummate the transactions herein contemplated. The execution and delivery hereof and the performance by each party of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which it is a party or by which it is bound. All proceedings required to be taken by or on behalf of each party to authorize it to make, deliver and carry out the terms of this Agreement have been or will be duly and properly taken by each party and this Agreement is the legal, valid and binding obligation of the parties and is enforceable in accordance with its terms.
- j. Owner Naming Rights. LESSEE acknowledges that OWNER is bound to the marketing and advertising restrictions and prohibitions set forth in the OWNER'S Agreement with BankPlus and LESSEE agrees that it shall not act in any way act to violate said agreement or cause OWNER to be in violation of said agreement. LESSEE shall not undertake the marketing and selling of any advertising which would be contradictory to or result in any breach of the BankPlus Agreement. Further, LESSEE shall not undertake the marketing and selling of any advertising which constitutes a naming rights agreement, or partial naming rights agreement, without the express written consent of OWNER.

k. Impermissible Provisions Notice. The party/parties contracting with the OWNER is/are on notice that the OWNER is a body politic of the State of Mississippi and that Mississippi law provides that it is the duty of those contracting with a Mississippi public entity to see to it that the provisions of the contract are legal and enforceable. The party/parties contracting with the OWNER is/are obligated to verify through independent legal counsel whether all provisions of this contract are enforceable as to said Bureau. Notice is given that the OWNER will not be bound to any provision of the contract which a Mississippi public entity cannot legally agree to or contract for.

I. Gun and Weapon Notice. By state of Mississippi law (Mississippi Code Annotated Sections 45-9-101 and 97-37-7 to carry a concealed firearm, or to a person lawfully carrying a firearm that is not concealed as defined by Mississippi Code Annotated Section 97-37-1; guns are permitted within the facility as both open carry and concealed (with proper permit). LESSEE, as a private entity, states that it chooses to NOT ALLOW any weapons of any kind into facility during the term of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by LESSEE the __day of ______, 2024, and shall become effective and binding upon the parties upon the acceptance hereof by OWNER, as evidenced by the execution hereof by its duly authorized officer.

CITY OF SOUTHAVEN

BY:

TITLE: MAYOR

LIVE NATION WORLDWIDE, LLC

LAN WILLOW

TITLE: PROMOTER

July 27, 2024

Live Nation Worldwide, LLC 2821 2nd Avenue South, Suite D Birmingham, AL 35233 Attn: Jay Wilson

Dear Jay:

Reference is made herein to that certain Facility Use Lease Agreement by and between the City of Southaven, DeSoto County, CVB ("Collectively Licensor") and Live Nation Worldwide, LLC ("LN") (collectively, the "Parties") with respect to the use of the Bank Plus Amphitheater ("Venue") for a live concert performance featuring Kidz Bop on October 19, 2024 ("License Agreement"). All capitalized terms used in this letter ("Letter Agreement") and not defined herein shall have the meaning attributed to them in the License Agreement. In recognition of the larger (but non-exclusive) relationship between the Parties, the Licensor and LN have agreed to certain additional financial terms related to the Event. Any inconsistency or ambiguity between this Letter Agreement and the License Agreement shall be resolved in favor of this Letter Agreement, and this Letter Agreement shall govern notwithstanding any merger or integration clauses or other similar provisions contained in the License Agreement.

- 1. All income to be split 50-50 between Licensor and LN, which includes:
 - LN promoter profit
 - Net Rent
 - Net venue Ticketmaster Royalty fee
 - Net Merchandise
 - Net Food & Beverage
 - Net FMF
- 2. The Parties shall make all reasonable efforts to settle, reconcile and make payment of any amounts due pursuant to this Letter Agreement no later than ten (10) business days following the Event.
- 3. To the extent permitted by law, Licensor agrees not to disclose to any third party (a) this Letter Agreement (or any portion thereof) or (b) any confidential or proprietary information of LN which (i) is designated confidential or proprietary or (ii) LN reasonably expects to be treated as confidential based on the context of the disclosure and the sensitive nature of the information including, without limitation, booking and production data and Artist-specific information (collectively, "Confidential Information") without the prior written consent of LN. Licensor shall exercise reasonable care to prevent the disclosure of Confidential Information to any third party other than to its employees, directors and advisors (including legal, financial and accounting advisors) (collectively, "Representatives") who have a need to know such Confidential Information. Licensor shall be responsible for any disclosure of Confidential Information by any of its Representatives that would constitute a breach of this Section if made by Licensor. The following shall not be considered Confidential Information: information in the public domain or information which becomes publicly available other than through unauthorized disclosure by Licensor or its Representatives. If Licensor or any of its Representatives becomes legally compelled (including, without limitation, by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, then Licensor will promptly notify LN of such requirement so that LN may seek an appropriate remedy or waive compliance with the terms of this Section. In the event that such remedy is not obtained, or LN waives compliance with the provisions of this Section, Licensor agrees to furnish (and cause its Representatives to furnish) only that portion of the Confidential Information which it is advised by counsel is legally required to be disclosed and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

Best regards,

City of Southave

Title: Mayor

ACCEPTED AND AGREED:

Live Nation Worldwide, LLC

By: ___

Jay Wilso

Title: Promoter

Black Crowes

Contract Number: 10152024LN-BC

BANKPLUS AMPHITHEATER

Facility Use Lease Agreement

This Agreement ("Agreement") is made and entered into as of the date of the last signature of the parties hereto, by and between the City of Southaven (hereinafter referred to as "OWNER") and Live Nation Worldwide, Inc. (hereinafter referred to as "LESSEE"). Notwithstanding the use of the terms "LESSEE" or "Lease," the parties acknowledge that this Agreement is a temporary license to use the Facility and that no landlord-tenant relationship is created hereby.

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

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

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

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

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

Section 1. Premises. OWNER does hereby lease and grant the right to use the Facility, generally referred to as the BankPlus Amphitheater, to the LESSEE and the LESSEE does accept for use of the Facility. LESSEE acknowledges that if LESSEE has inspected the Facility (which shall only be a cursory, pre-Event inspection in accordance with industry practice),

then, unless provided in writing or verbally to OWNER, LESSEE is satisfied with and has accepted the Facility in its present condition. Notwithstanding anything contained herein, OWNER will provide the Facility in a good state of repair and in compliance with all applicable laws (including the Americans with Disabilities Act), regulations and health and safety and other applicable codes and regulations, and the OWNER shall maintain all building-related permits required for the day-to-day operation of the Facility.

Section 2. Use. LESSEE shall have use of the Facility for a live entertainment event featuring Black Crowes in Concert (the "Event") and, if applicable, any support acts as may be determined by the Headline Artist and LESSEE (hereinafter referred to as the "Event"). This Agreement provides LESSEE with only the right and privilege to possess and use the Facility in the manner set forth herein and this Agreement does not confer upon LESSEE and LESSEE's guests any greater or lesser rights and privileges with respect to use of the Facility. LESSEE acknowledges and agrees that certain services and portions of the Facilities, such as entrances, exits, loading docks, receiving areas, elevators and similar features, must be shared. OWNER shall retain full and absolute authority to establish the schedules for the use and availability of such services and facilities, including the extent to which service and facility sharing will be required so as to operate the Facility as efficiently as possible, provided, however that such other use does not unreasonably interfere with LESSEE's Event.

Section 3. Term. The term of this Agreement commences at 7 o'clock A.M. on the 15th day of October 2024 and terminates at 2 o'clock A.M. on the 16th day of October 2024 (hereinafter referred to as the "Term").

Section 4. Lease Fee.

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

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

- (ii) In addition to the above Lease Fee, the LESSEE shall pay all taxes, charge, fees, leases and permits, whether federal, state, county, or city, due on account of its business and the permitted activities engaged in under this Agreement.
- (iii) "Gross Receipts" as used herein is defined to mean the total amount of dollars of all tickets sold or paid admissions and merchandise sold, derived by LESSEE from the use of the Facility pursuant to this Agreement without deduction therefrom for any cost or expense of promotion, conduct or operation of the Event. Gross receipts shall not, however, include any sums collected and remitted for any admission taxes, excise taxes or sales taxes imposed by any duly constituted governmental authority and separately stated, nor shall they include refunds made to patrons, customers or exhibitors. Any exclusions from gross receipts shall be described and substantiated in the written statement of gross receipts as provided herein above.

Section 5. Security Deposit. LESSEE shall pay to OWNER the sum of \$______, which sum shall be credited to 66014863.v1

expenses such as the rental payment, ticket office fees, and cancellation charges for equipment, operating personnel, and services.

Section 6. Damage Deposit. LESSEE shall provide to OWNER a damage deposit of \$ ______. The damage deposit shall be withheld from the initial settlement of funds, as set forth in Section 7 and, thereafter said deposit, less the actual and documented cost to repair any damages caused by LESSEE'S use, shall be refunded to LESSEE within ten (10) days following the termination of this Agreement. Notwithstanding anything contained herein to the contrary, any claim of damages to the Facility herein shall be subject to OWNER providing LESSEE with notice of and an opportunity to inspect such damage as soon as reasonably possible during or promptly following load-out, but in no event later than (a) 48 hours following the Event or (b) the beginning of load-in of the next event at the Facility, whichever is earlier. In no event shall LESSEE be responsible for any pre-existing conditions or damage caused by OWNER or its employees, agents or contractors.

- Section 7. Settlement. (i) All Gross Receipts, less deductions for all taxes due, shall be held by OWNER and applied to the payment of all sums due from LESSEE pursuant to this Agreement, or any agreement modifying or supplementing this Agreement, including amounts due for personnel, services, materials or equipment furnished to LESSEE by OWNER. Any surplus then remaining shall be first applied by OWNER to satisfy any obligations or liabilities of LESSEE to OWNER pursuant to this Agreement, or any agreement modifying or supplementing this Agreement.
- (ii) Within 24 hours after the conclusion of the closing night of the LESSEE's Event, OWNER will furnish to LESSEE a preliminary settlement statement of the Gross Receipts and deductions therefrom. If the Event extends over multiple nights, the settlement shall occur on the last night of the Event. Within seven (7) days after the delivery of the settlement statement, OWNER shall provide to LESSEE a final statement, reflecting corrections or amendments to the preliminary settlement statement, along with payment due LESSEE. LESSEE agrees to examine the final settlement statement and notify OWNER, in writing, of any errors or omissions in, or objections to, the final settlement statement. If no notice of errors, omissions or objections is given by LESSEE to OWNER within a reasonable period of time after receipt by LESSEE, the final settlement statement shall be deemed true and correct.
- (iii) OWNER will remit on LESSEE's behalf, out of the Gross Receipts, all sales, entertainment and other taxes due to appropriate governmental authorities.
- (iv) Prior to the final settlement, the LESSEE shall not be entitled to draw upon such funds unless specific permission has been granted by the OWNER and the LESSEE has insured such draw with a bond or letter of credit which is acceptable to the OWNER.
- (v) OWNER shall provide bona fide invoices and other documentation reasonably requested by LESSEE substantiating any reimbursable costs or other expenses pursuant to this section or otherwise pursuant to this Agreement.

Section 8. Late Payments. (a) Any License Fee, cost, expense or sum due from LESSEE which is not received within thirty (30) days from the date its due shall be deemed late. (b) Any payment by check which is returned for insufficient funds, or other reasons, shall incur a \$50.00 returned check fee, payable to OWNER, for each occurrence and the past due 66014863.v1

accounts and License Fee due will be subject to late payment deadlines and charges set forth herein.

Section 9. Overtime. In addition to the Lease Fee, LESSEE shall pay to OWNER the sum of \$2,500.00 for each :30 minutes or fraction of an hour the LESSEE, or LESSEE'S artist, extends the use of the Premises beyond hard curfew of 11:00 P.M.

Section 10. Tickets.

- (i) If tickets are sold in connection with LESSEE's use of the Premises, OWNER shall have sole supervision over the sale and collection of all tickets. Further, LESSEE will pay OWNER for ticket sale services at the following rate: zero percent (0%).
- (ii) Ticket sales shall be at such places as OWNER, in its reasonable discretion, deems appropriate. However, LESSEE may request ticket sales privileges be extended to additional persons. If OWNER grants the request, then LESSEE agrees to assume all responsibility for collection of unsold tickets or of funds from the sale of tickets from such persons and will be liable to OWNER for the value of all tickets so distributed.
- (iii) OWNER shall have the complete right to custody and control of all monies received from the sale of tickets wherever sold and admission fees wherever received. OWNER shall have the right to hold such funds for the purposes of applying the same toward payment of the Lease Fee and LESSEE'S other charges and accounts up to the amount of sums due, or to become due, to the OWNER.
- (iv) All tickets to the Event will be provided by the OWNER. The OWNER operates a computerized ticket system, or contracts for such services, which supports a series of outlets. The number of tickets printed will not exceed seating capacity negotiated. The OWNER shall provide LESSEE with an Event audit report upon which the parties will rely for settlement purposes described in Section 7. Not less than thirty (30) days prior to the Event, LESSEE shall provide to OWNER any required ticket manifest, in the format requested by OWNER, so as to finalize the ticket sales process. Not less than ten (10) days prior to the date tickets will be released for sale, LESSEE shall deliver to OWNER and/or Ticketmaster all necessary information to price the tickets.
- (v) Ticket prices will include a 3% State Sales Tax, unless LESSEE secures an exemption in writing from the State of Mississippi.
- (vi) Any complimentary admission tickets issued by LESSEE in excess of five percent (5%) of the total Event paid admissions, as calculated for each Event day, shall be deemed paid admissions and valued at the highest manifested ticket price per ticket for purpose of computing a percentage-based Lease Fee. Subject to Headline Artist approval, LESSEE shall furnish to the OWNER twenty (20) sellable seats, to be selected by OWNER for the use of the OWNER and without cost to the OWNER.
- (vii) Immediately upon the close of the ticket office for each night of the Event, OWNER will tabulate ticket sales and receipts and prepare an audit report reflecting Lease Fee, ticket service charges and all other charges due from LESSEE.

Section 11. Operating Personnel, Services, Equipment and Security. 66014863.v1

- (i) The OWNER shall furnish to the Premises all customary heating, lighting, and air conditioning. OWNER shall not be liable to LESSEE for any loss suffered by LESSEE resulting from any lack of said utilities which occur as a result of an act of God, or force majeure as defined herein, or failure of equipment which occurs through no fault of OWNER, provided, however, that OWNER shall be obligated to use diligent efforts to restore such utilities and/or equipment as soon as reasonably possible.
- (ii) OWNER shall provide, at LESSEE's expense, certain personnel and services in connection with LESSEE's Event, including, but not limited to emergency medical, ticket sellers, ushers, gatemen, doormen, program and novelty salesmen, stagehands, crowd management associates, traffic controllers, event clean up and security personnel within the Premises.
- (iii) The Facility will also provide such equipment, at LESSEE's expense, as LESSEE shall timely and reasonably request at rates specified on the services and equipment schedule, attached hereto and incorporated by reference. Equipment may include, but is not limited to, such items as an electronic message marquee, public address system, special electrical uses and rigging.
- (iv) Absent a documented separate agreement between LESSEE and OWNER stipulating responsibility over safety and security, OWNER shall have full command and control authority over such areas for the Event, and OWNER shall have show stop procedures for the Event, which procedures shall be made available to LESSEE upon request.

Section 12. Novelties/Concessions.

- (i) During the Event, OWNER reserves to itself the sole right: (1) to sell or disburse programs, periodicals, books, magazines, newspapers, soft drinks, alcohol, flowers, candies, food, novelties or any related merchandise commonly sold or dispensed in arenas or auditoriums; (2) to rent and/or sell opera glasses, binoculars, cushions and similar articles; (3) to take and/or sell photographs (provided, however, that no photographs of the Event and/or performer(s) may be taken or sold without the express written consent of LESSEE); (4) to operate any checkrooms and the parking lots used in connection with the Facility; (5) to prepare, cater and serve all foods within the Facility.
- (ii) In this event, LESSEE grants OWNER the right to sell, disburse, or operate merchandise sales; OWNER shall retain 20% the amount of 25% of the gross receipts, less taxes, credit card commissions and bootleg security, if requested.
- Section 13. LESSEE's Personal Property. (a) In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Premises by or for LESSEE, OWNER shall act solely for the accommodation of the LESSEE and neither the OWNER nor any of its agents or employees shall be deemed a bailee, nor be liable for any loss, damage or injury to such property, except to the extent any such loss, damage or injury arises out of the negligence or willful misconduct of OWNER, or its agents, employees or contractors.
- (b) Any property left within the Premises by LESSEE shall, after a period thirty (30) days from the termination of this Agreement, be deemed abandoned and the OWNER shall have the right to remove, place in storage or otherwise dispose of any such property at the sole cost and expense of LESSEE. OWNER shall notify LESSEE of any property inadvertently left at the Premises by LESSEE and shall provide LESSEE with a reasonable opportunity to remove same prior to removal, storage 66014863.v1

or disposal by OWNER.

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

Section 14. Owner Objections to Event Content and Advertising. Any advertising whether television, newspaper, program, poster, outdoor, transit or other print advertising must utilize the BankPlus Amphitheater logos which are provided by and available from the OWNER.

Section 15. Public Announcements. Subject to Headline Artist approval, OWNER reserves the right to make public announcements during intermissions, if any, and other such times as will not unreasonably interfere with LESSEE's Event. Said public announcements may relate briefly to future attractions coming to the Facility, or to the welfare and safety of those attending the Event. LESSEE is prohibited from making public announcements, other than those which pertain to the Event, without prior written approval of the OWNER.

Section 16. Broadcast. The LESSEE will not broadcast, nor permit anyone else to broadcast, via radio, television, cable, satellite, internet or other electronic means, the Event, or any part thereof, produced within the Facility, unless and until the OWNER shall have given its written permission therefore. If any of the conditions of such written permission are violated, the OWNER, at its option, may at any time stop such broadcasting. Recordings or transcriptions of the Event shall not be made without the written permission of the OWNER. Under conditions when warranted, the OWNER shall determine fees to be paid by LICENSSE for any rights running to the LESSEE to make a broadcast or recording of the Event. Such fees shall be agreed upon between OWNER and LESSEE as a prerequisite to any such broadcast or recording. Notwithstanding anything contained herein to the contrary (including, without limitation, any customary retention of "origination rights" by OWNER), OWNER has no right to conduct any audio and/or video recordings of the Event, which is prohibited without the express, prior written consent of LESSEE and the Headline Artist and, as applicable, any support artist(s). LESSEE and the performing artists may photograph the Event and have use of such photographs as such parties agree among themselves. Photography of the Event by OWNER shall be subject to any restrictions imposed by LESSEE, the Headline Artist and any applicable support artists and any applicable photography agreements required by such artists. OWNER further acknowledges that the performing artists are not required to provide an audio and/or video feed to OWNER for any purpose, including, without limitation, to suites, clubs or any other areas, other than as may be required for compliance with applicable laws (e.g. an audio feed for assistive listening devices). If the performing artists choose to provide a video feed, it will be in such artists' sole and absolute discretion. OWNER shall not copy or record, nor permit others to copy or record, all or any part of such feeds if any are provided. OWNER is expressly prohibited from simulcasting the Event (or any portion thereof) from any approved feed to any location outside of the Facility admission gates. 66014863.v1

Section 17. Right to Inspect. OWNER and its designees shall have the right at all times to enter the Facility to examine the same for business purposes and provided that OWNER and its agents shall not unnecessarily disturb the privacy of the artists in areas and circumstances where the artists have a reasonable expectation of privacy (including, without limitation, during sound checks and in private hospitality areas and dressing rooms). OWNER and its Police and Fire Departments shall work together in good faith to develop and enforce a mutually acceptable security/emergency action plan. For a violation of law, the OWNER and its designees shall maintain the right, using reasonable, non-discriminatory discretion, to eject any person or persons during an Event. In the event that such persons are employees, agents or contractors of LESSEE, OWNER shall provide LESEE with a reasonable opportunity to remedy the problem prior to the removal by OWNER. Further the OWNER shall have no obligation to enforce any policy of LESSEE.

Section 18. Default.

- (a) A default of this Agreement shall be deemed to have occurred hereunder if:
- (i) LESSEE fails to pay the Lease Fee within ten (10) days of the date its due, or otherwise fails to pay OWNER any amounts or sums to be paid by LESSEE when the same are due.
- (ii) Either party defaults in the performance or observance of any material term, covenant, condition or provision of this Agreement required of the Party, and such default continues for a period of ten (10) business days (or if a cure has not been diligently commenced within ten (10) business days if a cure is not reasonably practicable within ten (10) business days) after service by the other party of written notice of such default specifying the failure with particularity;
- (iii) Either party defaults in the performance or observance of a material term, covenant, condition or provision of this Agreement for which a cure is possible, and the curing or remedying of such default requires the doing of work or the taking of action which cannot with due diligence be completed in a ten (10)-day period after service of a notice of default, and such default continues beyond the end of the 10-day period and such amount of time as is reasonably necessary to cure or remedy such default, taking into account unavoidable delays to complete such other action as is required to cure or remedy the default in question;
- (iv) A party ceases to function as a going concern, becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it (which petition is not dismissed within 60 days of its filing), admits in writing its inability to pay debts as they mature, or if a receiver is appointed for a substantial part of its assets.
- (b) No waiver by either party of any default or breach by that party of its obligations hereunder shall be construed to be a waiver or release of any other or subsequent default or breach by that party hereunder.

Section 19. Termination.

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(a) (i) LESSEE has the right to elect to terminate this Agreement, without cause, prior to the Term. Provided,

however, that LESSEE must give OWNER thirty (30) days advance written notice of the intention to terminate this Agreement. LESSEE understands an early termination will cause LESSEE to be subject to the penalties and damages set forth herein.

- (ii) In the event LESSEE fails to pay any Lease Fee within 10 days of the date its due, or otherwise fails to pay OWNER any amounts (including, but not limited to, the Lease Fee or food and beverage catering services) to be paid by LESSEE when such amounts are due, OWNER may, at its option, terminate this Agreement by giving LESSEE ten (10) days prior written notice.
- (iii) Either party may terminate this Agreement in the event of a default by the other party, as set forth in Section 18 upon notice thereof to the other party.
- (b) Upon the effective date of termination, specified in the party's notice to terminate, the Term shall then end as fully and completely as if that were the date herein fixed for the Term's expiration.

Section 20. Remedies.

- (a) Upon an event of termination as set forth in Section 19, LESSEE's right to the use of the Premises, and all other rights or privileges of LESSEE provided for under this Agreement, shall end.
- (b) Upon an event of termination of this Agreement due to a default by LESSEE as provided in Section 18 OWNER shall have no further obligation to LESSEE and LESSEE shall immediately pay to OWNER the sum of (i) all unpaid License Fees, (ii) all other charges due hereunder that are unable to be mitigated by OWNER after OWNER's reasonable efforts to do so, and (iii) all reimbursable costs and expenses (if any) incurred by OWNER to remove LESSEE from the Facility, including costs of moving and storing LESSEE'S personal property.
- (c) It is specifically acknowledged and agreed that upon any termination due to default by LESSEE as provided in Section 18, the License Fee due from LESSEE shall not be prorated and LESSEE will remain fully liable for all such fees due until such time as OWNER re-licenses the Premises. In the event the Premises is re-licensed, the LESSEE shall immediately pay, in lump sum, the total of any deficiency difference between the License Fee provided for by the re-licensing agreement and the License Fee herein reserved.
 - (d) Intentionally deleted.
- (e) The rights and remedies given to the non-defaulting party in this Agreement are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the non-defaulting party, in law or equity, shall be deemed to be in exclusion of any of the others provided herein or by equity. No failure or delay by the non-defaulting party to exercise any remedy provided for herein shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to said party.
- Section 21. Production Requirements. LESSEE shall file with the OWNER, at least ten (10) days prior to the Event, a full and detailed outline of LESSEE's requirements for the Premises, including but not limited to all stage, sound, lighting, chair or table set-ups, and such other information as may be requested by the OWNER. All public address or sound

reinforcement requirements shall be submitted to LESSEE not later than 72 hours prior to the Event and are subject to approval by the OWNER. In the event that any laws, regulations or ordinance require the securing of permits for LESSEE's Event, LESSEE agrees to be solely responsible for obtaining all necessary permits, at its sole expense, and shall indemnify and hold OWNER harmless for any penalties suffered by OWNER as result of LESSEE's failure to secure said permits.

- Section 22. Property Restriction. LESSEE shall not use, or knowingly permit the Premises to be used, for any purpose other than that set forth herein. LESSEE further covenants and agrees:
- a. To keep aisles, corridors, passages, vestibules, trails, elevators, and stairways of the Facility free and clear of obstructions and shall not use these areas other than for ingress and egress;
- b. To refrain from altering, injuring or defacing the Facility, or any part thereof, and not to drive or permit others to drive nails, hooks, tacks, or screws into any part of the Facility, or furnishings located therein, or to apply tape or other materials to the walls;
- c. Not to use or permit the use of flammable tissue paper, crepe paper, or material for decorative purposes or any combustible liquid or substance unless the same has first been approved by the Mississippi State Fire Marshall and City of Southaven Fire Marshall.
- d. Intermissions, if any, shall be at the discretion of the performing artist(s) and LESSEE shall not be liable for any penalties should one not occur.
- e. No signs, messages or other materials may be posted, displayed, distributed or announced in, on or adjacent to, the Facility without prior written approval of the OWNER. Such materials may not be fastened to any part of the Facility except in spaces provided for this purpose and may not be permitted to interfere with crowd movement and safety. Notwithstanding anything contained herein to the contrary, OWNER agrees that any backlit or otherwise illuminated signage, advertising, digital/ribbon boards and/or other displays visible in the performance area of the Facility shall be turned off and house lights dimmed to agreed-upon levels (excluding emergency and safety lighting) prior to show time at a time designated by production representatives for the Event. OWNER further understands and acknowledges that the Headline Artist may have arrangements with tour sponsors. OWNER shall use reasonable efforts to facilitate and allow implementation and activation of activities associated with such tour sponsorships, if any, which may include, without limitation, temporary signs, banners, on-site product displays, interactive displays, and small product samples.

Section 23. Content Restrictions and Right to Control Facility. (i) No performance, exhibition or entertainment shall be given or held in the Facility which is unlawful. (ii) OWNER reserves the right, using reasonable, non-discriminatory discretion, to eject or cause to be ejected from the Facility any objectionable person or persons. The OWNER shall not be held liable to the LESSEE for its actions under this paragraph, except to the extent any claims arise out of the negligence or willful misconduct of OWNER, or its agents, employees or contractors. (iii) Any artisans or workmen employed by LESSEE may be refused entrance by OWNER, or its employees, agents or representatives for non-compliance with the provisions of the Agreement or for objectionable or unlawful conduct. Refusal of entrance by OWNER shall be without liability on the part of 66014863.v1

the OWNER or its employees, agents or representatives. OWNER shall provide LESSEE with a reasonable opportunity to remedy any problems with its employees, agents or contractors prior to refusal of entrance by OWNER.

Section 24. Lawful Activity. In carrying out its obligations under this Agreement, LESSEE shall comply with all applicable rules, regulations, laws and ordinances of the United States, the State of Mississippi, County of DeSoto, the City of Southaven and any reasonable rules or regulations established by the OWNER. The LESSEE will not knowingly do, nor suffer to be done, anything on or within the Facility or parking area adjacent thereto, in violation of any laws, ordinances, rules or regulations. If the attention of the LESSEE is called to any violation of the same on its part, or of any person employed by it or admitted to the Landers Center or parking area, the LESSEE will promptly desist and correct the violation. The foregoing includes the requirement that audio volume (measured in decibels) conform to the limits established by the State of Mississippi Health Department. The LESSEE shall have the responsibility for obtaining all permits or licenses required of it by said laws, ordinances, rules and regulations in connection with the presentation of the Event as distinguished from the day-to-day operation of the Premises and/or the Facility.

Section 25. Insurance. LESSEE shall furnish the OWNER in advance of the Term, a certificate showing that there is in force a policy of public liability insurance in the form of commercial general liability insurance, in which the LESSEE is listed as an insured and the OWNER as an additional insured with respect to the liability assumed by LESSEE, with limits of not less than \$1,000,000 single limit and \$2,000,000 aggregate coverage for the duration of the Term. All insurance policies must reflect that it is primary and not contributory with any insurance maintained by OWNER to the extent of LESSEE's liability hereunder. The policy must also reflect coverage for bodily injury or death, including coverage for deprivation of civil rights or civil liberties, defamation of character, libel, slander and other similar causes of action. Each party waives any right of subrogation against the other party in connection with any insurance proceeds received by or due to such party. OWNER (a) maintains workers' compensation insurance as and with limits required by applicable state law(s); and (b) requires its independent contractors to maintain such coverage.

Section 26. Indemnification. LESSEE agrees to conduct its activities upon or within the Facility so as not to knowingly endanger any person thereon and to indemnify, defend and save harmless the OWNER against any and all claims, costs or expenses, loss, injury, or damage to persons or property, including claims of employees of the LESSEE, or LESSEE's contractor or subcontractors, arising out of the acts or failures to act by the LESSEE, its contractors, subcontractors, agents members or guests. The foregoing indemnity, defense and save harmless shall not extend to any claims arising out of any (a) negligence or willful misconduct of OWNER or its agents, employees or contractors, (b) structural or premises-related defects of the Facility or (c) alleged exposure of or contraction by any person present at the Event of any communicable disease or illness (including COVID-19) or any bacteria, virus or other pathogen capable of causing a communicable disease or illness, whether occurring before, during or after the Event. LESSEE will not do or knowingly permit to be done anything in or upon any portion of the Facility, or bring or keep anything therein or thereon, which will in any way conflict with the conditions of any insurance policies insuring the Facility or any part thereof against loss. The presence of policemen, firemen, inspectors or 66014863.v1

representative of the OWNER shall in no event diminish or affect the duties, obligations or responsibilities of the LESSEE hereunder.

Section 27. Liens. The LESSEE agrees to pay promptly when billed by the OWNER any costs, expenses and other actual and documented charges incidental to the use and occupation of the Premises by LESSEE and to save the OWNER harmless from and indemnify it against any such cost, expenses and charge and from and against all claims, demands and liens of whatever character arising by reason of contract, express or implied, or negligence, or any other act of omission on the part of any person, firm or corporation other than OWNER, including all cost, expenses, and attorneys' fees incurred by OWNER in responding to any asserted claim, demand, or lien.

Section 28. Event Cancelation. OWNER and LESSEE have mutual approval and control over any decision or decisions related to refunds in the event of a cancellation of the Event. In the event of the cancellation of the Event, purchasers of tickets therefore shall have a period of time not to exceed sixty (60) days to apply to OWNER for a refund of the purchase price. Thereafter, all funds generated from ticket sales and not refunded shall remain the property of the OWNER, unless otherwise required by law.

Section 29. Copyright.

- (i) The LESSEE agrees to assume full responsibility for complying with, the Federal Copyright Law of 1978 (17 U.S.C. 101 et seq.) and any regulations issued thereunder, including but not limited to the assumption of any and all responsibilities for paying royalties which may be due for the use of copyrighted work and trademarks used in connection with the Event.
- (ii) OWNER acknowledges that LESSEE currently reports and pays royalties for its events to ASCAP, SESAC and BMI on a quarterly basis through the trade association known as the North American Concert Promoters Association, and that LESSEE reports and pays royalties to GMR directly.
- (iii) Unless otherwise expressly provided herein, or otherwise agreed to by the parties, each party shall retain all right, title and interest, in and to all intellectual property held by the party, or licensed to the party, and the other party is granted no right, title, interest, or license in or to such other party's intellectual property rights.
- Section 30. LESSEE's Assurance LESSEE hereby certifies and guarantees that it has a valid contract or confirmed offer in accordance with industry custom with the performer(s), exhibitor(s), or other person(s) whose services form the basis of the Event.
- Section 31. Property Rights. Unless otherwise authorized by the OWNER, all plumbing, electrical or carpenter work required to be done to the Facility in connection with the Event (except as required for normal heating, air conditioning and lighting) shall be done or furnished by the OWNER. Any special facilities or extra services furnished or required by the LESSEE shall be agreed upon in advance by the parties hereto and payment for such items shall be agreed upon and shall not be a part of the Lease Fee.
- Section 32. Assignment. The LESSEE shall not assign this Agreement or any rights hereunder, and any attempt to 66014863.v1

sell or assign this Agreement or any rights hereunder shall thereby terminate this agreement. In such event any and all payments that shall have been received by the OWNER hereunder shall be deemed to be the property of OWNER and in addition thereto LESSEE shall be liable to the OWNER for any and all damages occasioned by the attempted assignment unless assignment is approved in writing and affixed to this Agreement.

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

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

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

Section 36. Interruptions. OWNER shall retain the right to cause the interruption of the Event in the interest of a legitimate public safety risk or threat, and to likewise cause the termination of the Event when, in the reasonable judgment of the OWNER, and after consultation with the LESSEE and appropriate authorities, if feasible, based upon reasonable circumstances, such act is necessary in the interest of public safety. In such event, LESSEE waives any and all claims for damages or compensation from OWNER.

Section 37. Force Majeure. In the event the Facility or any part thereof shall be destroyed or damaged by fire or any other cause beyond the control of the parties, which shall render the fulfillment of this Agreement by either party impossible including, but without limitation thereto, defect, deficiency failure or impairment of the water supply system, drainage system, or electrical system flood, earthquake, acts of God, epidemic (including health epidemics, and without limitation, the COVID-19 pandemic), death, disability or injury of the Headline Artist(s) and/or their immediate family, condemnation by any governmental agency, then this Agreement shall terminate and the LESSEE shall be refunded any deposits paid prior to such termination. LESSEE hereby waives any claims for damages or compensation it may have against the OWNER should this Agreement be so terminated. Likewise, OWNER hereby waives any claims for damages or compensation it may have against the LESSEE should this Agreement be so terminated.

Section 38. COVID-19. Without limitation of any of the OWNER's other obligations herein, the OWNER shall be responsible for establishing, implementing and enforcing reasonable and appropriate guidelines, practices, and health and safety protocols in connection with the operation of the Facility including, without limitation, such protocols consistent with recommendations of applicable state and local authorities and the Centers for Disease Control and Prevention ("CDC") that are designed, based on information reasonably and currently available, to reduce the risk of infection and spread of communicable diseases, including COVID-19 (collectively, "Health & Safety Protocols"). Health & Safety Protocols may include, without limitation, staggered arrival and departure times, temperature checks, pre-sanitization requirements, physical distancing, masks/face coverings, limited food & beverage service and handling, and requiring persons developing or exhibiting 66014863.v1

symptoms to leave the Facility.

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

Section 39. Rules and Regulations for Facility Use. OWNER shall retain at all times the right to manage, control and regulate the use of the Facility. OWNER may promulgate rules and regulations, from time to time, regarding the use, occupancy and operations of the Facility and shall notify LESSEE of same prior to LESSEE'S Event. LESSEE agrees to abide by all such reasonable rules and regulations as adopted by OWNER.

Section 40. Miscellaneous.

- a. Situs. The situs of this Agreement is Southaven, Mississippi, and any action, claims, suits or disputes arising hereunder shall be governed by the law of the State of Mississippi.
- **b. Paragraph Headings.** The paragraph titles herein are for convenience only and do not define, limit or construe the contents of such paragraphs.
- c. No Agency. Nothing herein shall be construed so as to make LESSEE the agent, employee or representative of OWNER for any purpose.
- d. Waivers and Modifications. No waiver of any provision hereof, shall be effective unless stated in writing and signed by the OWNER and LESSEE. No such waiver shall constitute a waiver of the same provision on a subsequent occasion nor of any other provision of this Agreement.
- e. Entire Agreement. This Agreement, with items incorporated by reference, shall constitute the entire agreement between the parties, unless modified in writing and executed by OWNER and LESSEE.
- f. Attorney Fees and Costs. In the event that legal action is commenced to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to collect its reasonable attorneys' fees, costs and other legal expenses incurred as a result therefrom.
- g. Force and Effect. Agreement shall have no force or effect unless fully executed or unless performance hereunder has otherwise been completed.
- h. Severability. If any provision of this agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this agreement, or the application of the remainder of this agreement to persons or circumstances other than those to whom or to which it is held invalid, shall not be affected thereby.

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- i. Authority to Sign. Each party represents its respective undersigned's power and authority to enter into this Agreement and such entity has the authority to consummate the transactions herein contemplated. The execution and delivery hereof and the performance by each party of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which it is a party or by which it is bound. All proceedings required to be taken by or on behalf of each party to authorize it to make, deliver and carry out the terms of this Agreement have been or will be duly and properly taken by each party and this Agreement is the legal, valid and binding obligation of the parties and is enforceable in accordance with its terms.
- j. Owner Naming Rights. LESSEE acknowledges that OWNER is bound to the marketing and advertising restrictions and prohibitions set forth in the OWNER'S Agreement with BankPlus and LESSEE agrees that it shall not act in any way act to violate said agreement or cause OWNER to be in violation of said agreement. LESSEE shall not undertake the marketing and selling of any advertising which would be contradictory to or result in any breach of the BankPlus Agreement. Further, LESSEE shall not undertake the marketing and selling of any advertising which constitutes a naming rights agreement, or partial naming rights agreement, without the express written consent of OWNER.
- k. Impermissible Provisions Notice. The party/parties contracting with the OWNER is/are on notice that the OWNER is a body politic of the State of Mississippi and that Mississippi law provides that it is the duty of those contracting with a Mississippi public entity to see to it that the provisions of the contract are legal and enforceable. The party/parties contracting with the OWNER is/are obligated to verify through independent legal counsel whether all provisions of this contract are enforceable as to said Bureau. Notice is given that the OWNER will not be bound to any provision of the contract which a Mississippi public entity cannot legally agree to or contract for.
- I. Gun and Weapon Notice. By state of Mississippi law (Mississippi Code Annotated Sections 45-9-101 and 97-37-7 to carry a concealed firearm, or to a person lawfully carrying a firearm that is not concealed as defined by Mississippi Code Annotated Section 97-37-1; guns are permitted within the facility as both open carry and concealed (with proper permit). LESSEE, as a private entity, states that it chooses to NOT ALLOW any weapons of any kind into facility during the term of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by LESSEE the __day of _____, 2024, and shall become effective and binding upon the parties upon the acceptance hereof by OWNER, as evidenced by the execution hereof by its duly authorized officer.

CITY OF SQUTHAVEN

TITLE: MAYOR

LIVE NATION WORLDWIDE, LLC

OTHER BY DECENSOR

TITLE: PROMOTER

Live Nation Worldwide, LLC 2821 2nd Avenue South, Suite D Birmingham, AL 35233 Attn: John Ruffino

Dear John:

Reference is made herein to that certain Facility Use Lease Agreement by and between the City of Southaven, DeSoto County, CVB ("Collectively Licensor") and Live Nation Worldwide, LLC ("LN") (collectively, the "Parties") with respect to the use of the Bank Plus Amphitheater ("Venue") for a live concert performance featuring Black Crowes on October 15, 2024 ("License Agreement"). All capitalized terms used in this letter ("Letter Agreement") and not defined herein shall have the meaning attributed to them in the License Agreement. In recognition of the larger (but non-exclusive) relationship between the Parties, the Licensor and LN have agreed to certain additional financial terms related to the Event. Any inconsistency or ambiguity between this Letter Agreement and the License Agreement shall be resolved in favor of this Letter Agreement, and this Letter Agreement shall govern notwithstanding any merger or integration clauses or other similar provisions contained in the License Agreement.

- 1. All income to be split 50-50 between Licensor and LN, which includes:
 - LN promoter profit
 - Licenson to take 60% of downside risk LN 50/ 50 on the upside and 25% on the downside
 - Net Rent
 - Net venue Ticketmaster Royalty fee
 - Net Merchandise
 - Net Food & Beverage
 - Net FMF
- 2. The Parties shall make all reasonable efforts to settle, reconcile and make payment of any amounts due pursuant to this Letter Agreement no later than ten (10) business days following the Event.
- 3. To the extent permitted by law, Licensor agrees not to disclose to any third party (a) this Letter Agreement (or any portion thereof) or (b) any confidential or proprietary information of LN which (i) is designated confidential or proprietary or (ii) LN reasonably expects to be treated as confidential based on the context of the disclosure and the sensitive nature of the information including, without limitation, booking and production data and Artist-specific information (collectively, "Confidential Information") without the prior written consent of LN. Licensor shall exercise reasonable care to prevent the disclosure of Confidential Information to any third party other than to its employees. directors and advisors (including legal, financial and accounting advisors) (collectively, "Representatives") who have a need to know such Confidential Information. Licensor shall be responsible for any disclosure of Confidential Information by any of its Representatives that would constitute a breach of this Section if made by Licensor. The following shall not be considered Confidential Information: information in the public domain or information which becomes publicly available other than through unauthorized disclosure by Licensor or its Representatives. If Licensor or any of its Representatives becomes legally compelled (including, without limitation, by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, then Licensor will promptly notify LN of such requirement so that LN may seek an appropriate remedy or waive compliance with the terms of this Section. In the event that such remedy is not obtained, or LN waives compliance with the provisions of this Section. Licensor agrees to furnish (and cause its Representatives to furnish) only that portion of the Confidential Information which it is advised by counsel is legally required to be disclosed and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

Best regards,

City of Southaler

Title: Mayor

ACCEPTED AND AGREED:

Live Nation Worldwide, LLC

By:

John Ruffino

Title Promoter



Contract Number: 10102024LN-B2M

BANKPLUS AMPHITHEATER

Facility Use Lease Agreement

This Agreement ("Agreement") is made and entered into as of the date of the last signature of the parties hereto, by and between the City of Southaven (hereinafter referred to as "OWNER") and Live Nation Worldwide, Inc. (hereinafter referred to as "LESSEE"). Notwithstanding the use of the terms "LESSEE" or "Lease," the parties acknowledge that this Agreement is a temporary license to use the Facility and that no landlord-tenant relationship is created hereby.

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

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

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

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

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

Section 1. Premises. OWNER does hereby lease and grant the right to use the Facility, generally referred to as the BankPlus Amphitheater, to the LESSEE and the LESSEE does accept for use of the Facility. LESSEE acknowledges that if LESSEE has inspected the Facility (which shall only be a cursory, pre-Event inspection in accordance with industry practice),

then, unless provided in writing or verbally to OWNER, LESSEE is satisfied with and has accepted the Facility in its present condition. Notwithstanding anything contained herein, OWNER will provide the Facility in a good state of repair and in compliance with all applicable laws (including the Americans with Disabilities Act), regulations and health and safety and other applicable codes and regulations, and the OWNER shall maintain all building-related permits required for the day-to-day operation of the Facility.

Section 2. Use. LESSEE shall have use of the Facility for a live entertainment event featuring Boys II Men with Special Guest Robin Thicke in Concert (the "Event") and, if applicable, any support acts as may be determined by the Headline Artist and LESSEE (hereinafter referred to as the "Event"). This Agreement provides LESSEE with only the right and privilege to possess and use the Facility in the manner set forth herein and this Agreement does not confer upon LESSEE and LESSEE's guests any greater or lesser rights and privileges with respect to use of the Facility. LESSEE acknowledges and agrees that certain services and portions of the Facilities, such as entrances, exits, loading docks, receiving areas, elevators and similar features, must be shared. OWNER shall retain full and absolute authority to establish the schedules for the use and availability of such services and facilities, including the extent to which service and facility sharing will be required so as to operate the Facility as efficiently as possible, provided, however that such other use does not unreasonably interfere with LESSEE's Event.

Section 3. Term. The term of this Agreement commences at 7 o'clock A.M. on the 10th day of October 2024 and terminates at 2 o'clock A.M. on the 11th day of October 2024 (hereinafter referred to as the "Term").

Section 4. Lease Fee.

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

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

- (ii) In addition to the above Lease Fee, the LESSEE shall pay all taxes, charge, fees, leases and permits, whether federal, state, county, or city, due on account of its business and the permitted activities engaged in under this Agreement.
- (iii) "Gross Receipts" as used herein is defined to mean the total amount of dollars of all tickets sold or paid admissions and merchandise sold, derived by LESSEE from the use of the Facility pursuant to this Agreement without deduction therefrom for any cost or expense of promotion, conduct or operation of the Event. Gross receipts shall not, however, include any sums collected and remitted for any admission taxes, excise taxes or sales taxes imposed by any duly constituted governmental authority and separately stated, nor shall they include refunds made to patrons, customers or exhibitors. Any exclusions from gross receipts shall be described and substantiated in the written statement of gross receipts as provided herein above.

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

Section 6. Damage Deposit. LESSEE shall provide to OWNER a damage deposit of \$______. The damage deposit shall be withheld from the initial settlement of funds, as set forth in Section 7 and, thereafter said deposit, less the actual and documented cost to repair any damages caused by LESSEE'S use, shall be refunded to LESSEE within ten (10) days following the termination of this Agreement. Notwithstanding anything contained herein to the contrary, any claim of damages to the Facility herein shall be subject to OWNER providing LESSEE with notice of and an opportunity to inspect such damage as soon as reasonably possible during or promptly following load-out, but in no event later than (a) 48 hours following the Event or (b) the beginning of load-in of the next event at the Facility, whichever is earlier. In no event shall LESSEE be responsible for any pre-existing conditions or damage caused by OWNER or its employees, agents or contractors.

Section 7. Settlement. (i) All Gross Receipts, less deductions for all taxes due, shall be held by OWNER and applied to the payment of all sums due from LESSEE pursuant to this Agreement, or any agreement modifying or supplementing this Agreement, including amounts due for personnel, services, materials or equipment furnished to LESSEE by OWNER. Any surplus then remaining shall be first applied by OWNER to satisfy any obligations or liabilities of LESSEE to OWNER pursuant to this Agreement, or any agreement modifying or supplementing this Agreement.

- (ii) Within 24 hours after the conclusion of the closing night of the LESSEE's Event, OWNER will furnish to LESSEE a preliminary settlement statement of the Gross Receipts and deductions therefrom. If the Event extends over multiple nights, the settlement shall occur on the last night of the Event. Within seven (7) days after the delivery of the settlement statement, OWNER shall provide to LESSEE a final statement, reflecting corrections or amendments to the preliminary settlement statement, along with payment due LESSEE. LESSEE agrees to examine the final settlement statement and notify OWNER, in writing, of any errors or omissions in, or objections to, the final settlement statement. If no notice of errors, omissions or objections is given by LESSEE to OWNER within a reasonable period of time after receipt by LESSEE, the final settlement statement shall be deemed true and correct.
- (iii) OWNER will remit on LESSEE's behalf, out of the Gross Receipts, all sales, entertainment and other taxes due to appropriate governmental authorities.
- (iv) Prior to the final settlement, the LESSEE shall not be entitled to draw upon such funds unless specific permission has been granted by the OWNER and the LESSEE has insured such draw with a bond or letter of credit which is acceptable to the OWNER.
- (v) OWNER shall provide bona fide invoices and other documentation reasonably requested by LESSEE substantiating any reimbursable costs or other expenses pursuant to this section or otherwise pursuant to this Agreement.

Section 8. Late Payments. (a) Any License Fee, cost, expense or sum due from LESSEE which is not received within thirty (30) days from the date its due shall be deemed late. (b) Any payment by check which is returned for insufficient 66014863.v1

funds, or other reasons, shall incur a \$50.00 returned check fee, payable to OWNER, for each occurrence and the past due accounts and License Fee due will be subject to late payment deadlines and charges set forth herein.

Section 9. Overtime. In addition to the Lease Fee, LESSEE shall pay to OWNER the sum of \$2,500.00 for each :30 minutes or fraction of an hour the LESSEE, or LESSEE'S artist, extends the use of the Premises beyond hard curfew of 11:00 P.M.

Section 10. Tickets.

- (i) If tickets are sold in connection with LESSEE's use of the Premises, OWNER shall have sole supervision over the sale and collection of all tickets. Further, LESSEE will pay OWNER for ticket sale services at the following rate: zero percent (0%).
- (ii) Ticket sales shall be at such places as OWNER, in its reasonable discretion, deems appropriate. However, LESSEE may request ticket sales privileges be extended to additional persons. If OWNER grants the request, then LESSEE agrees to assume all responsibility for collection of unsold tickets or of funds from the sale of tickets from such persons and will be liable to OWNER for the value of all tickets so distributed.
- (iii) OWNER shall have the complete right to custody and control of all monies received from the sale of tickets wherever sold and admission fees wherever received. OWNER shall have the right to hold such funds for the purposes of applying the same toward payment of the Lease Fee and LESSEE'S other charges and accounts up to the amount of sums due, or to become due, to the OWNER.
- (iv) All tickets to the Event will be provided by the OWNER. The OWNER operates a computerized ticket system, or contracts for such services, which supports a series of outlets. The number of tickets printed will not exceed seating capacity negotiated. The OWNER shall provide LESSEE with an Event audit report upon which the parties will rely for settlement purposes described in Section 7. Not less than thirty (30) days prior to the Event, LESSEE shall provide to OWNER any required ticket manifest, in the format requested by OWNER, so as to finalize the ticket sales process. Not less than ten (10) days prior to the date tickets will be released for sale, LESSEE shall deliver to OWNER and/or Ticketmaster all necessary information to price the tickets.
- (v) Ticket prices will include a 3% State Sales Tax, unless LESSEE secures an exemption in writing from the State of Mississippi. TAX ON TOP
- (vi) Any complimentary admission tickets issued by LESSEE in excess of five percent (5%) of the total Event paid admissions, as calculated for each Event day, shall be deemed paid admissions and valued at the highest manifested ticket price per ticket for purpose of computing a percentage-based Lease Fee. Subject to Headline Artist approval, LESSEE shall furnish to the OWNER twenty (20) sellable seats, to be selected by OWNER for the use of the OWNER and without cost to the OWNER.
- (vii) Immediately upon the close of the ticket office for each night of the Event, OWNER will tabulate ticket sales and receipts and prepare an audit report reflecting Lease Fee, ticket service charges and all other charges due from LESSEE. 66014863.v1

Section 11. Operating Personnel, Services, Equipment and Security.

- (i) The OWNER shall furnish to the Premises all customary heating, lighting, and air conditioning. OWNER shall not be liable to LESSEE for any loss suffered by LESSEE resulting from any lack of said utilities which occur as a result of an act of God, or force majeure as defined herein, or failure of equipment which occurs through no fault of OWNER, provided, however, that OWNER shall be obligated to use diligent efforts to restore such utilities and/or equipment as soon as reasonably possible.
- (ii) OWNER shall provide, at LESSEE's expense, certain personnel and services in connection with LESSEE's Event, including, but not limited to emergency medical, ticket sellers, ushers, gatemen, doormen, program and novelty salesmen, stagehands, crowd management associates, traffic controllers, event clean up and security personnel within the Premises.
- (iii) The Facility will also provide such equipment, at LESSEE's expense, as LESSEE shall timely and reasonably request at rates specified on the services and equipment schedule, attached hereto and incorporated by reference. Equipment may include, but is not limited to, such items as an electronic message marquee, public address system, special electrical uses and rigging.
- (iv) Absent a documented separate agreement between LESSEE and OWNER stipulating responsibility over safety and security, OWNER shall have full command and control authority over such areas for the Event, and OWNER shall have show stop procedures for the Event, which procedures shall be made available to LESSEE upon request.

Section 12. Novelties/Concessions.

- (i) During the Event, OWNER reserves to itself the sole right: (1) to sell or disburse programs, periodicals, books, magazines, newspapers, soft drinks, alcohol, flowers, candies, food, novelties or any related merchandise commonly sold or dispensed in arenas or auditoriums; (2) to rent and/or sell opera glasses, binoculars, cushions and similar articles; (3) to take and/or sell photographs (provided, however, that no photographs of the Event and/or performer(s) may be taken or sold without the express written consent of LESSEE); (4) to operate any checkrooms and the parking lots used in connection with the Facility; (5) to prepare, cater and serve all foods within the Facility.
- (ii) In this event, LESSEE grants OWNER the right to sell, disburse, or operate merchandise sales; OWNER shall retain the amount of 20% of the gross receipts, less taxes, credit card commissions and bootleg security, if requested.
- Section 13. LESSEE's Personal Property. (a) In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Premises by or for LESSEE, OWNER shall act solely for the accommodation of the LESSEE and neither the OWNER nor any of its agents or employees shall be deemed a bailee, nor be liable for any loss, damage or injury to such property, except to the extent any such loss, damage or injury arises out of the negligence or willful misconduct of OWNER, or its agents, employees or contractors.
- (b) Any property left within the Premises by LESSEE shall, after a period thirty (30) days from the termination of this Agreement, be deemed abandoned and the OWNER shall have the right to remove, place in storage or otherwise dispose of any such property at the sole cost and expense of LESSEE. OWNER shall notify LESSEE of any property inadvertently left at 66014863.v1

the Premises by LESSEE and shall provide LESSEE with a reasonable opportunity to remove same prior to removal, storage or disposal by OWNER.

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

Section 14. Owner Objections to Event Content and Advertising. Any advertising whether television, newspaper, program, poster, outdoor, transit or other print advertising must utilize the BankPlus Amphitheater logos which are provided by and available from the OWNER.

Section 15. Public Announcements. Subject to Headline Artist approval, OWNER reserves the right to make public announcements during intermissions, if any, and other such times as will not unreasonably interfere with LESSEE's Event. Said public announcements may relate briefly to future attractions coming to the Facility, or to the welfare and safety of those attending the Event. LESSEE is prohibited from making public announcements, other than those which pertain to the Event, without prior written approval of the OWNER.

Section 16. Broadcast. The LESSEE will not broadcast, nor permit anyone else to broadcast, via radio, television, cable, satellite, internet or other electronic means, the Event, or any part thereof, produced within the Facility, unless and until the OWNER shall have given its written permission therefore. If any of the conditions of such written permission are violated, the OWNER, at its option, may at any time stop such broadcasting. Recordings or transcriptions of the Event shall not be made without the written permission of the OWNER. Under conditions when warranted, the OWNER shall determine fees to be paid by LICENSSE for any rights running to the LESSEE to make a broadcast or recording of the Event. Such fees shall be agreed upon between OWNER and LESSEE as a prerequisite to any such broadcast or recording. Notwithstanding anything contained herein to the contrary (including, without limitation, any customary retention of "origination rights" by OWNER), OWNER has no right to conduct any audio and/or video recordings of the Event, which is prohibited without the express, prior written consent of LESSEE and the Headline Artist and, as applicable, any support artist(s). LESSEE and the performing artists may photograph the Event and have use of such photographs as such parties agree among themselves. Photography of the Event by OWNER shall be subject to any restrictions imposed by LESSEE, the Headline Artist and any applicable support artists and any applicable photography agreements required by such artists. OWNER further acknowledges that the performing artists are not required to provide an audio and/or video feed to OWNER for any purpose, including, without limitation, to suites, clubs or any other areas, other than as may be required for compliance with applicable laws (e.g. an audio feed for assistive listening devices). If the performing artists choose to provide a video feed, it will be in such artists' sole and absolute discretion. OWNER shall not copy or record, nor permit others to copy or record, all or any part of such feeds if any are provided. OWNER is expressly prohibited from simulcasting the Event (or any portion thereof) from any approved feed to 66014863.v1

any location outside of the Facility admission gates.

Section 17. Right to Inspect. OWNER and its designees shall have the right at all times to enter the Facility to examine the same for business purposes and provided that OWNER and its agents shall not unnecessarily disturb the privacy of the artists in areas and circumstances where the artists have a reasonable expectation of privacy (including, without limitation, during sound checks and in private hospitality areas and dressing rooms). OWNER and its Police and Fire Departments shall work together in good faith to develop and enforce a mutually acceptable security/emergency action plan. For a violation of law, the OWNER and its designees shall maintain the right, using reasonable, non-discriminatory discretion, to eject any person or persons during an Event. In the event that such persons are employees, agents or contractors of LESSEE, OWNER shall provide LESEE with a reasonable opportunity to remedy the problem prior to the removal by OWNER. Further the OWNER shall have no obligation to enforce any policy of LESSEE.

Section 18. Default.

- (a) A default of this Agreement shall be deemed to have occurred hereunder if:
- (i) LESSEE fails to pay the Lease Fee within ten (10) days of the date its due, or otherwise fails to pay OWNER any amounts or sums to be paid by LESSEE when the same are due.
- (ii) Either party defaults in the performance or observance of any material term, covenant, condition or provision of this Agreement required of the Party, and such default continues for a period of ten (10) business days (or if a cure has not been diligently commenced within ten (10) business days if a cure is not reasonably practicable within ten (10) business days) after service by the other party of written notice of such default specifying the failure with particularity;
- (iii) Either party defaults in the performance or observance of a material term, covenant, condition or provision of this Agreement for which a cure is possible, and the curing or remedying of such default requires the doing of work or the taking of action which cannot with due diligence be completed in a ten (10)-day period after service of a notice of default, and such default continues beyond the end of the 10-day period and such amount of time as is reasonably necessary to cure or remedy such default, taking into account unavoidable delays to complete such other action as is required to cure or remedy the default in question;
- (iv) A party ceases to function as a going concern, becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it (which petition is not dismissed within 60 days of its filing), admits in writing its inability to pay debts as they mature, or if a receiver is appointed for a substantial part of its assets.
- (b) No waiver by either party of any default or breach by that party of its obligations hereunder shall be construed to be a waiver or release of any other or subsequent default or breach by that party hereunder.

Section 19. Termination.

- (a) (i) LESSEE has the right to elect to terminate this Agreement, without cause, prior to the Term. Provided, however, that LESSEE must give OWNER thirty (30) days advance written notice of the intention to terminate this Agreement. LESSEE understands an early termination will cause LESSEE to be subject to the penalties and damages set forth herein.
- (ii) In the event LESSEE fails to pay any Lease Fee within 10 days of the date its due, or otherwise fails to pay OWNER any amounts (including, but not limited to, the Lease Fee or food and beverage catering services) to be paid by LESSEE when such amounts are due, OWNER may, at its option, terminate this Agreement by giving LESSEE ten (10) days prior written notice.
- (iii) Either party may terminate this Agreement in the event of a default by the other party, as set forth in Section 18 upon notice thereof to the other party.
- (b) Upon the effective date of termination, specified in the party's notice to terminate, the Term shall then end as fully and completely as if that were the date herein fixed for the Term's expiration.

Section 20. Remedies.

- (a) Upon an event of termination as set forth in Section 19, LESSEE's right to the use of the Premises, and all other rights or privileges of LESSEE provided for under this Agreement, shall end.
- (b) Upon an event of termination of this Agreement due to a default by LESSEE as provided in Section 18 OWNER shall have no further obligation to LESSEE and LESSEE shall immediately pay to OWNER the sum of (i) all unpaid License Fees, (ii) all other charges due hereunder that are unable to be mitigated by OWNER after OWNER's reasonable efforts to do so, and (iii) all reimbursable costs and expenses (if any) incurred by OWNER to remove LESSEE from the Facility, including costs of moving and storing LESSEE'S personal property.
- (c) It is specifically acknowledged and agreed that upon any termination due to default by LESSEE as provided in Section 18, the License Fee due from LESSEE shall not be prorated and LESSEE will remain fully liable for all such fees due until such time as OWNER re-licenses the Premises. In the event the Premises is re-licensed, the LESSEE shall immediately pay, in lump sum, the total of any deficiency difference between the License Fee provided for by the re-licensing agreement and the License Fee herein reserved.
 - (d) Intentionally deleted.
- (e) The rights and remedies given to the non-defaulting party in this Agreement are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the non-defaulting party, in law or equity, shall be deemed to be in exclusion of any of the others provided herein or by equity. No failure or delay by the non-defaulting party to exercise any remedy provided for herein shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to said party.
- Section 21. Production Requirements. LESSEE shall file with the OWNER, at least ten (10) days prior to the Event, a full and detailed outline of LESSEE's requirements for the Premises, including but not limited to all stage, sound,

lighting, chair or table set-ups, and such other information as may be requested by the OWNER. All public address or sound reinforcement requirements shall be submitted to LESSEE not later than 72 hours prior to the Event and are subject to approval by the OWNER. In the event that any laws, regulations or ordinance require the securing of permits for LESSEE's Event, LESSEE agrees to be solely responsible for obtaining all necessary permits, at its sole expense, and shall indemnify and hold OWNER harmless for any penalties suffered by OWNER as result of LESSEE's failure to secure said permits.

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

- a. To keep aisles, corridors, passages, vestibules, trails, elevators, and stairways of the Facility free and clear of obstructions and shall not use these areas other than for ingress and egress;
- **b.** To refrain from altering, injuring or defacing the Facility, or any part thereof, and not to drive or permit others to drive nails, hooks, tacks, or screws into any part of the Facility, or furnishings located therein, or to apply tape or other materials to the walls;
- c. Not to use or permit the use of flammable tissue paper, crepe paper, or material for decorative purposes or any combustible liquid or substance unless the same has first been approved by the Mississippi State Fire Marshall and City of Southaven Fire Marshall.
- d. Intermissions, if any, shall be at the discretion of the performing artist(s) and LESSEE shall not be liable for any penalties should one not occur.
- e. No signs, messages or other materials may be posted, displayed, distributed or announced in, on or adjacent to, the Facility without prior written approval of the OWNER. Such materials may not be fastened to any part of the Facility except in spaces provided for this purpose and may not be permitted to interfere with crowd movement and safety. Notwithstanding anything contained herein to the contrary, OWNER agrees that any backlit or otherwise illuminated signage, advertising, digital/ribbon boards and/or other displays visible in the performance area of the Facility shall be turned off and house lights dimmed to agreed-upon levels (excluding emergency and safety lighting) prior to show time at a time designated by production representatives for the Event. OWNER further understands and acknowledges that the Headline Artist may have arrangements with tour sponsors. OWNER shall use reasonable efforts to facilitate and allow implementation and activation of activities associated with such tour sponsorships, if any, which may include, without limitation, temporary signs, banners, on-site product displays, interactive displays, and small product samples.

Section 23. Content Restrictions and Right to Control Facility. (i) No performance, exhibition or entertainment shall be given or held in the Facility which is unlawful. (ii) OWNER reserves the right, using reasonable, non-discriminatory discretion, to eject or cause to be ejected from the Facility any objectionable person or persons. The OWNER shall not be held liable to the LESSEE for its actions under this paragraph, except to the extent any claims arise out of the negligence or willful misconduct of OWNER, or its agents, employees or contractors. (iii) Any artisans or workmen employed by LESSEE may be refused entrance by OWNER, or its employees, agents or representatives for non-compliance with the provisions of the 66014863.v1

Agreement or for objectionable or unlawful conduct. Refusal of entrance by OWNER shall be without liability on the part of the OWNER or its employees, agents or representatives. OWNER shall provide LESSEE with a reasonable opportunity to remedy any problems with its employees, agents or contractors prior to refusal of entrance by OWNER.

Section 24. Lawful Activity. In carrying out its obligations under this Agreement, LESSEE shall comply with all applicable rules, regulations, laws and ordinances of the United States, the State of Mississippi, County of DeSoto, the City of Southaven and any reasonable rules or regulations established by the OWNER. The LESSEE will not knowingly do, nor suffer to be done, anything on or within the Facility or parking area adjacent thereto, in violation of any laws, ordinances, rules or regulations. If the attention of the LESSEE is called to any violation of the same on its part, or of any person employed by it or admitted to the Landers Center or parking area, the LESSEE will promptly desist and correct the violation. The foregoing includes the requirement that audio volume (measured in decibels) conform to the limits established by the State of Mississippi Health Department. The LESSEE shall have the responsibility for obtaining all permits or licenses required of it by said laws, ordinances, rules and regulations in connection with the presentation of the Event as distinguished from the day-to-day operation of the Premises and/or the Facility.

Section 25. Insurance. LESSEE shall furnish the OWNER in advance of the Term, a certificate showing that there is in force a policy of public liability insurance in the form of commercial general liability insurance, in which the LESSEE is listed as an insured and the OWNER as an additional insured with respect to the liability assumed by LESSEE, with limits of not less than \$1,000,000 single limit and \$2,000,000 aggregate coverage for the duration of the Term. All insurance policies must reflect that it is primary and not contributory with any insurance maintained by OWNER to the extent of LESSEE's liability hereunder. The policy must also reflect coverage for bodily injury or death, including coverage for deprivation of civil rights or civil liberties, defamation of character, libel, slander and other similar causes of action. Each party waives any right of subrogation against the other party in connection with any insurance proceeds received by or due to such party. OWNER (a) maintains workers' compensation insurance as and with limits required by applicable state law(s); and (b) requires its independent contractors to maintain such coverage.

Section 26. Indemnification. LESSEE agrees to conduct its activities upon or within the Facility so as not to knowingly endanger any person thereon and to indemnify, defend and save harmless the OWNER against any and all claims, costs or expenses, loss, injury, or damage to persons or property, including claims of employees of the LESSEE, or LESSEE's contractor or subcontractors, arising out of the acts or failures to act by the LESSEE, its contractors, subcontractors, agents members or guests. The foregoing indemnity, defense and save harmless shall not extend to any claims arising out of any (a) negligence or willful misconduct of OWNER or its agents, employees or contractors, (b) structural or premises-related defects of the Facility or (c) alleged exposure of or contraction by any person present at the Event of any communicable disease or illness (including COVID-19) or any bacteria, virus or other pathogen capable of causing a communicable disease or illness, whether occurring before, during or after the Event. LESSEE will not do or knowingly permit to be done anything in or upon any portion of the Facility, or bring or keep anything therein or thereon, which will in any way conflict with the conditions of 66014863.v1

any insurance policies insuring the Facility or any part thereof against loss. The presence of policemen, firemen, inspectors or representative of the OWNER shall in no event diminish or affect the duties, obligations or responsibilities of the LESSEE hereunder.

Section 27. Liens. The LESSEE agrees to pay promptly when billed by the OWNER any costs, expenses and other actual and documented charges incidental to the use and occupation of the Premises by LESSEE and to save the OWNER harmless from and indemnify it against any such cost, expenses and charge and from and against all claims, demands and liens of whatever character arising by reason of contract, express or implied, or negligence, or any other act of omission on the part of any person, firm or corporation other than OWNER, including all cost, expenses, and attorneys' fees incurred by OWNER in responding to any asserted claim, demand, or lien.

Section 28. Event Cancelation. OWNER and LESSEE have mutual approval and control over any decision or decisions related to refunds in the event of a cancellation of the Event. In the event of the cancellation of the Event, purchasers of tickets therefore shall have a period of time not to exceed sixty (60) days to apply to OWNER for a refund of the purchase price. Thereafter, all funds generated from ticket sales and not refunded shall remain the property of the OWNER, unless otherwise required by law.

Section 29. Copyright.

- (i) The LESSEE agrees to assume full responsibility for complying with, the Federal Copyright Law of 1978 (17 U.S.C. 101 et seq.) and any regulations issued thereunder, including but not limited to the assumption of any and all responsibilities for paying royalties which may be due for the use of copyrighted work and trademarks used in connection with the Event.
- (ii) OWNER acknowledges that LESSEE currently reports and pays royalties for its events to ASCAP, SESAC and BMI on a quarterly basis through the trade association known as the North American Concert Promoters Association, and that LESSEE reports and pays royalties to GMR directly.
- (iii) Unless otherwise expressly provided herein, or otherwise agreed to by the parties, each party shall retain all right, title and interest, in and to all intellectual property held by the party, or licensed to the party, and the other party is granted no right, title, interest, or license in or to such other party's intellectual property rights.
- Section 30. LESSEE's Assurance LESSEE hereby certifies and guarantees that it has a valid contract or confirmed offer in accordance with industry custom with the performer(s), exhibitor(s), or other person(s) whose services form the basis of the Event.
- Section 31. Property Rights. Unless otherwise authorized by the OWNER, all plumbing, electrical or carpenter work required to be done to the Facility in connection with the Event (except as required for normal heating, air conditioning and lighting) shall be done or furnished by the OWNER. Any special facilities or extra services furnished or required by the LESSEE shall be agreed upon in advance by the parties hereto and payment for such items shall be agreed upon and shall not be a part of the Lease Fee.

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

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

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

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

Section 36. Interruptions. OWNER shall retain the right to cause the interruption of the Event in the interest of a legitimate public safety risk or threat, and to likewise cause the termination of the Event when, in the reasonable judgment of the OWNER, and after consultation with the LESSEE and appropriate authorities, if feasible, based upon reasonable circumstances, such act is necessary in the interest of public safety. In such event, LESSEE waives any and all claims for damages or compensation from OWNER.

Section 37. Force Majeure. In the event the Facility or any part thereof shall be destroyed or damaged by fire or any other cause beyond the control of the parties, which shall render the fulfillment of this Agreement by either party impossible including, but without limitation thereto, defect, deficiency failure or impairment of the water supply system, drainage system, or electrical system flood, earthquake, acts of God, epidemic (including health epidemics, and without limitation, the COVID-19 pandemic), death, disability or injury of the Headline Artist(s) and/or their immediate family, condemnation by any governmental agency, then this Agreement shall terminate and the LESSEE shall be refunded any deposits paid prior to such termination. LESSEE hereby waives any claims for damages or compensation it may have against the OWNER should this Agreement be so terminated. Likewise, OWNER hereby waives any claims for damages or compensation it may have against the LESSEE should this Agreement be so terminated.

Section 38. COVID-19. Without limitation of any of the OWNER's other obligations herein, the OWNER shall be responsible for establishing, implementing and enforcing reasonable and appropriate guidelines, practices, and health and safety protocols in connection with the operation of the Facility including, without limitation, such protocols consistent with recommendations of applicable state and local authorities and the Centers for Disease Control and Prevention ("CDC") that are designed, based on information reasonably and currently available, to reduce the risk of infection and spread of communicable diseases, including COVID-19 (collectively, "Health & Safety Protocols"). Health & Safety Protocols may include, without limitation, staggered arrival and departure times, temperature checks, pre-sanitization requirements, physical distancing, 66014863.v1

masks/face coverings, limited food & beverage service and handling, and requiring persons developing or exhibiting symptoms to leave the Facility.

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

Section 39. Rules and Regulations for Facility Use. OWNER shall retain at all times the right to manage, control and regulate the use of the Facility. OWNER may promulgate rules and regulations, from time to time, regarding the use, occupancy and operations of the Facility and shall notify LESSEE of same prior to LESSEE'S Event. LESSEE agrees to abide by all such reasonable rules and regulations as adopted by OWNER.

Section 40. Miscellaneous.

- a. Situs. The situs of this Agreement is Southaven, Mississippi, and any action, claims, suits or disputes arising hereunder shall be governed by the law of the State of Mississippi.
- **b. Paragraph Headings.** The paragraph titles herein are for convenience only and do not define, limit or construe the contents of such paragraphs.
- c. No Agency. Nothing herein shall be construed so as to make LESSEE the agent, employee or representative of OWNER for any purpose.
- d. Waivers and Modifications. No waiver of any provision hereof, shall be effective unless stated in writing and signed by the OWNER and LESSEE. No such waiver shall constitute a waiver of the same provision on a subsequent occasion nor of any other provision of this Agreement.
- e. Entire Agreement. This Agreement, with items incorporated by reference, shall constitute the entire agreement between the parties, unless modified in writing and executed by OWNER and LESSEE.
- f. Attorney Fees and Costs. In the event that legal action is commenced to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to collect its reasonable attorneys' fees, costs and other legal expenses incurred as a result therefrom.
- g. Force and Effect. Agreement shall have no force or effect unless fully executed or unless performance hereunder has otherwise been completed.
- h. Severability. If any provision of this agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this agreement, or the application of the remainder of this agreement to persons or 66014863.v1

circumstances other than those to whom or to which it is held invalid, shall not be affected thereby.

- i. Authority to Sign. Each party represents its respective undersigned's power and authority to enter into this Agreement and such entity has the authority to consummate the transactions herein contemplated. The execution and delivery hereof and the performance by each party of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which it is a party or by which it is bound. All proceedings required to be taken by or on behalf of each party to authorize it to make, deliver and carry out the terms of this Agreement have been or will be duly and properly taken by each party and this Agreement is the legal, valid and binding obligation of the parties and is enforceable in accordance with its terms.
- j. Owner Naming Rights. LESSEE acknowledges that OWNER is bound to the marketing and advertising restrictions and prohibitions set forth in the OWNER'S Agreement with BankPlus and LESSEE agrees that it shall not act in any way act to violate said agreement or cause OWNER to be in violation of said agreement. LESSEE shall not undertake the marketing and selling of any advertising which would be contradictory to or result in any breach of the BankPlus Agreement. Further, LESSEE shall not undertake the marketing and selling of any advertising which constitutes a naming rights agreement, or partial naming rights agreement, without the express written consent of OWNER.

k. Impermissible Provisions Notice. The party/parties contracting with the OWNER is/are on notice that the OWNER is a body politic of the State of Mississippi and that Mississippi law provides that it is the duty of those contracting with a Mississippi public entity to see to it that the provisions of the contract are legal and enforceable. The party/parties contracting with the OWNER is/are obligated to verify through independent legal counsel whether all provisions of this contract are enforceable as to said Bureau. Notice is given that the OWNER will not be bound to any provision of the contract which a Mississippi public entity cannot legally agree to or contract for.

l. Gun and Weapon Notice. By state of Mississippi law (Mississippi Code Annotated Sections 45-9-101 and 97-37-7 to carry a concealed firearm, or to a person lawfully carrying a firearm that is not concealed as defined by Mississippi Code Annotated Section 97-37-1; guns are permitted within the facility as both open carry and concealed (with proper permit). LESSEE, as a private entity, states that it chooses to NOT ALLOW any weapons of any kind into facility during the term of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by LESSEE the __day of _____, 2024, and shall become effective and binding upon the parties upon the acceptance hereof by OWNER, as evidenced by the execution hereof by its duly authorized officer.

CITY OF SOUTHAVEN

TITLE: MAYOR

LIVE NATION WORLDWIDE, LLC

7

TITLE: PROMOTER

July 27, 2024

Live Nation Worldwide, LLC 2821 2nd Avenue South, Suite D Birmingham, AL 35233 Attn: Jay Wilson

Dear Jay:

Reference is made herein to that certain Facility Use Lease Agreement by and between the City of Southaven, DeSoto County, CVB ("Collectively Licensor") and Live Nation Worldwide, LLC ("LN") (collectively, the "Parties") with respect to the use of the Bank Plus Amphitheater ("Venue") for a live concert performance featuring Boys II Men on October 10, 2024 ("License Agreement"). All capitalized terms used in this letter ("Letter Agreement") and not defined herein shall have the meaning attributed to them in the License Agreement. In recognition of the larger (but non-exclusive) relationship between the Parties, the Licensor and LN have agreed to certain additional financial terms related to the Event. Any inconsistency or ambiguity between this Letter Agreement and the License Agreement shall be resolved in favor of this Letter Agreement, and this Letter Agreement shall govern notwithstanding any merger or integration clauses or other similar provisions contained in the License Agreement.

- 1. All income to be split 50-50 between Licensor and LN, which includes:
 - LN promoter profit
 - Licensor to take downside risk
 - Net Rent
 - Net venue Ticketmaster Royalty fee
 - Net Merchandise
 - Net Food & Beverage
 - Net FMF
- 2. The Parties shall make all reasonable efforts to settle, reconcile and make payment of any amounts due pursuant to this Letter Agreement no later than ten (10) business days following the Event.
- 3. To the extent permitted by law, Licensor agrees not to disclose to any third party (a) this Letter Agreement (or any portion thereof) or (b) any confidential or proprietary information of LN which (i) is designated confidential or proprietary or (ii) LN reasonably expects to be treated as confidential based on the context of the disclosure and the sensitive nature of the information including, without limitation, booking and production data and Artist-specific information (collectively, "Confidential Information") without the prior written consent of LN. Licensor shall exercise reasonable care to prevent the disclosure of Confidential Information to any third party other than to its employees, directors and advisors (including legal, financial and accounting advisors) (collectively, "Representatives") who have a need to know such Confidential Information. Licensor shall be responsible for any disclosure of Confidential Information by any of its Representatives that would constitute a breach of this Section if made by Licensor. The following shall not be considered Confidential Information: information in the public domain or information which becomes publicly available other than through unauthorized disclosure by Licensor or its Representatives. If Licensor or any of its Representatives becomes legally compelled (including, without limitation, by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, then Licensor will promptly notify LN of such requirement so that LN may seek an appropriate remedy or waive compliance with the terms of this Section. In the event that such remedy is not obtained, or LN waives compliance with the provisions of this Section. Licensor agrees to furnish (and cause its Representatives to furnish) only that portion of the Confidential Information which it is advised by counsel is legally required to be disclosed and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

Best regards,

City of Southaven

Title: Mayor

ACCEPTED AND AGREED:

Live Nation Worldwide, LLC

Bv:

Jay Wilson

Title: Promoter

CONTRACT CHANGE ORDER

DATE:	7/25/2024	 ORDER NO.	3
CONTRACT FOR:	Term Contract for Annual Asphalt Overlay Installation	 	
OWNER:	City of Southaven		- -
CONTRACTOR:	Lehman-Roberts Company (Primary Contractor)		

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

JUSTIFICATION:

Description of Changes	DECREASE	INCREA	ASE
(Supplemental Plans and Specifications Attached)	in Contract Price	in Contract	t Price
erm Adjustment (1 Year)			
	,	1	
		1	
		1	
		ļ	
TOTALS	\$ -	\$	-
NET CHANGE IN CONTRACT PRICE		\$	

This change order increases the term of the contract for one additional year with one (1) optional years remaining.

The amount of the Contract will be (Increased) (Decreased) By The Sum Of:	
	Dollars N/A
The Contract Total Including this and previous Change Orders Will Be:	
Unit Price Contract with No Total	Dollars N/A
The Contract Period Provided for Completion Will Be (Increased) (Unchanged):	365 Days.
This document will become a supplement to the contract and all provisions will apply hereto.	8-7-2
ecommended Charle Stally (Owner)	7/25/24
(Owner's Architect/Engineer)	7/26 /24
(Contractor)	(Date)

CONTRACT CHANGE ORDER

DATE:	7/25/2024	ORDER NO.	3
CONTRACT FOR:	Term Contract for Annual Asphalt Overlay Material Supply		
OWNER:	City of Southaven	<u>.</u>	
CONTRACTOR:	Lehman-Roberts Company (Primary Contractor)		

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

Description of Changes	DECREASE	INCREAS	šΕ
(Supplemental Plans and Specifications Attached)	in Contract Price	in Contract I	Price
erm Adjustment (1 Year)		1	
i			
		1	
		1	
		ł	
		İ	
TOTALS	\$ -	\$	-
NET CHANGE IN CONTRACT PRICE		\$	_

The amount of the Contract will be (Increased) (Decreased) By The Sum Of:		
	Dollars	N/A
The Contract Total Including this and previous Change Orders Will Be:	-	
Unit Price Contract with No Total	Dollars	N/A
The Contract Period Provided for Completion Will Be (Increased) (Unchar	nged): 365 D	ays.
This document will become a supplement to the contract and all provisions will apply/he	rcto.	1 /1/
Accepted (Carry)	(Owner)	Date)
Recommended Chape Dally	7/25/2	4
Accepted (Owner's	Architect/Engineer)	Date)
	(Contractor)	Date)

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

8241 Oakbrook Dr.
8182 Cedarbrook Dr.
Parcel# 1087361000001101
Parcel# 1087361000001400
6540 Timber Pine
2237 Redbud Cove
230 Goodman Rd E Building 2
230 Goodman Rd E Building 3

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

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on Tuesday, August 6, 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 uncleanliness as to be a menace to the public health and safety of the community.

WHEREAS, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on Tuesday, August 6, 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

8241 Oakbrook Dr. 8182 Cedarbrook Dr. Parcel# 1087361000001101 Parcel# 1087361000001400 6540 Timber Pine 2237 Redbud Cove

230 Goodman Rd E Building 2 230 Goodman Rd E Building 3

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 and seconded by Alderman .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 6th day of August 2024.

CITY QE SOUTHAVEN, MISSISSIPPI BY:

DARREN MUSSEL WHITE

MAYOR

ATTEST:

ANDREA MULLEN

CITY CLERK

(SEAL)

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

July 22, 2024

Hale, Margaret 8241 Oakbrook Dr SOUTHAVEN, MS 38671

RE: Municipal Code Violations at 8241 Oakbrook 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 08/06/2024 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.

Jul 22, 2024 at 8.51:40 AM CDT Jul 22, 2024 at 8.51:40 AM CDT 824: Dakbrook Dr 454: MS 38671 Fed 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

July 22, 2024

Mobley, Beverly Ray 8182 Cedarbrook Dr SOUTHAVEN, MS 38671

RE: Municipal Code Violations at 8182 Cedarbrook 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 08/06/2024 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:Jul 22, 2024 at 8:58:40 AM CDT Local:Jul 22, 2024 at 8:58:40 AM CDT 8182 Cedarbrook Dr Southaven MS 38671 United States

Long in July 22: 2024 at 25 and 20 And COMPANS OF STREET OF THE PROPERTY


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

July 22, 2024

Brown, Houston L Etux & Brown, Mildred F 6540 Timber Pine SOUTHAVEN, MS 38671

RE: Municipal Code Violations at 6540 Timber Pine

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.

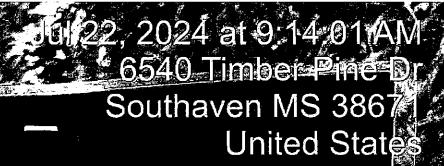
Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on 08/06/2024 pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community 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.

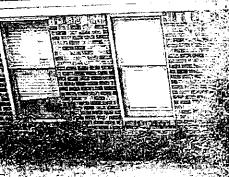
Sincerely,

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.











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

July 22, 2024

Owen, John A 2237 Redbud Cv SOUTHAVEN, MS 38672

RE: Municipal Code Violations at 2237 Redbud 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 08/06/2024 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.

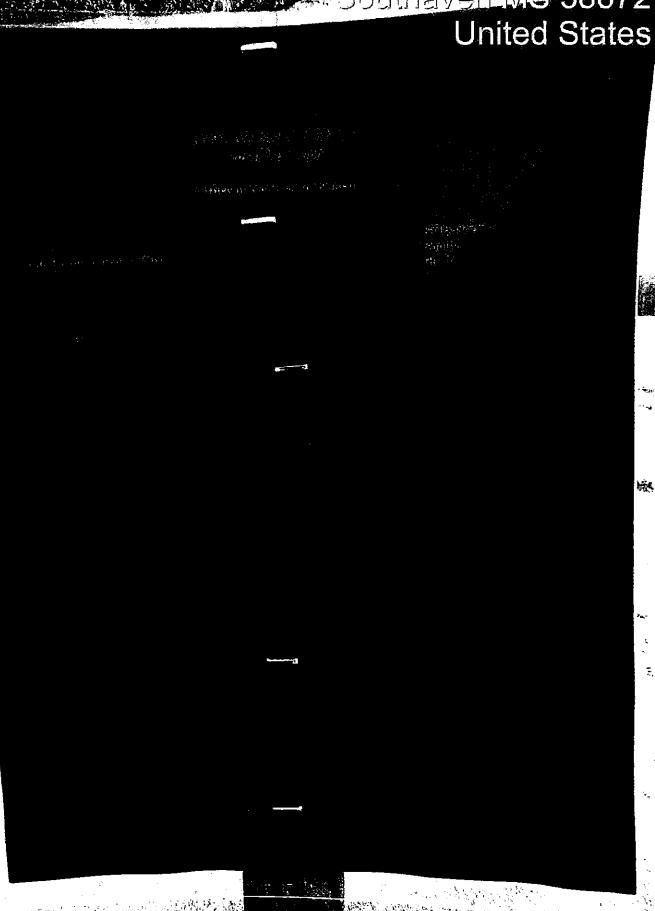
Sincerely,

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.

Jul 22, 2024 at 9:31:37 AM 2237 Redbud Cove

SouthaverLMS 3867/2





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

July 22, 2024

Southaven Towne Center LLC Parcel # 1087361000001101 Southaven, MS 38671

RE: Municipal Code Violations at Parcel # 1087361000001101

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 08/06/2024 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 --- Mu

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

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

Tetworks Jul 22 2024 et 9:49:48 AW CDT

Local:Jul 22, 2024 at 9:49:48 AM CDT N 34° 57' 8.746", W 89° 59' 29.746" 177-199 Towne Center Loop Southaven MS 38671

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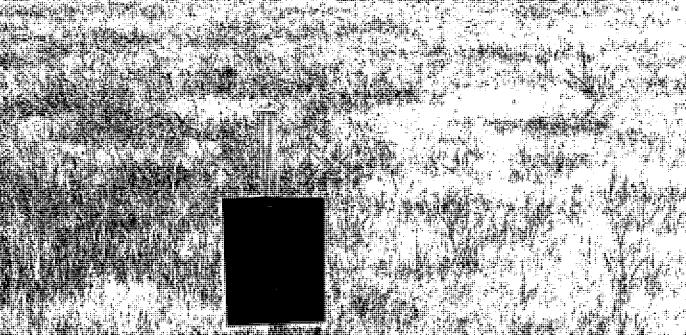
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Hetworks Jul 32, 2024 at 9:52:56 AM CDU Local Ful SS, 3084 at 9:58:58 AW ODT 177-199 Towne Center Lopp Southaven MS 38671

Logar Files, 2024 at 9.58.54 AWCDF N 342 57 10.833", W 89° 59' 27 122"

Lowns Center Took

Gringerii Waakfelerii L



Tetwork: Jul 32, 2024 at 10:05:28 AM CDT Local: Jul 32, 2024 at 10:05:28 AM CDT N 54. 57.7858, W 35. 56. 242 825 62016875 Airways Bird

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

July 22, 2024

MA INC Parcel # 1087361000001400 Southaven, MS 38671

RE: Municipal Code Violations at Parcel # 1087361000001400

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 08/06/2024 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

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: Jul 22, 2024 at 9:36:57 AM CD Local: Jul 22, 2024 at 9:36:57 AM CD N 34° 57' 23.159", W 89° 59' 44.069 6580 Towne Center Local Southaven MS 3867



Tetwork: Jul 22, 2024 at 9:58:06 AM CDU
Local: Jul 22, 2024 at 9:58:06 AM CDU
T 54° 57' 25.159", W 39° 59' 44.069"

6550 Towns Genter Loop

6550 Towns Genter Loop





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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

July 22, 2024

DHANKHAR LLC 230 Goodman Rd E- Building 2 Southaven, MS 38671

RE: Municipal Code Violations at 230 Goodman Rd E-Building 2

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 08/06/2024 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 122, 2024 at 9:09:18 AM CD4 Local:Jul 22, 2024 at 9:09:18 AM CD4 N 34° 57' 48.769", W 89° 59' 9.874 212 Goodman Rd 2 Southaven MS 386



Derwork: Jul 22, 2024 at 9, 18, 14 AM/CDT Mocal: Jul 22, 2024 at 9, 18, 14 AM/CDT N/N 34° 57′ 50.955′. W 89° 59′ 8.183″ 220 Goodman Rd M/Softhaven MS 38671







Network:Jules, 2024 at 9:18:22, AM CDI Local:Jules, 2024 at 9:18:22 AM CDI Lical:Jules, 2024 at 9:18:22 AM CDI

- 7220 Goodman Ed F Southeven Ins. 3867.

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

July 22, 2024

DHANKHAR LLC 230 Goodman Rd E- Building 3 Southaven, MS 38671

RE: Municipal Code Violations at 230 Goodman Rd E- Building 3

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 08/06/2024 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.

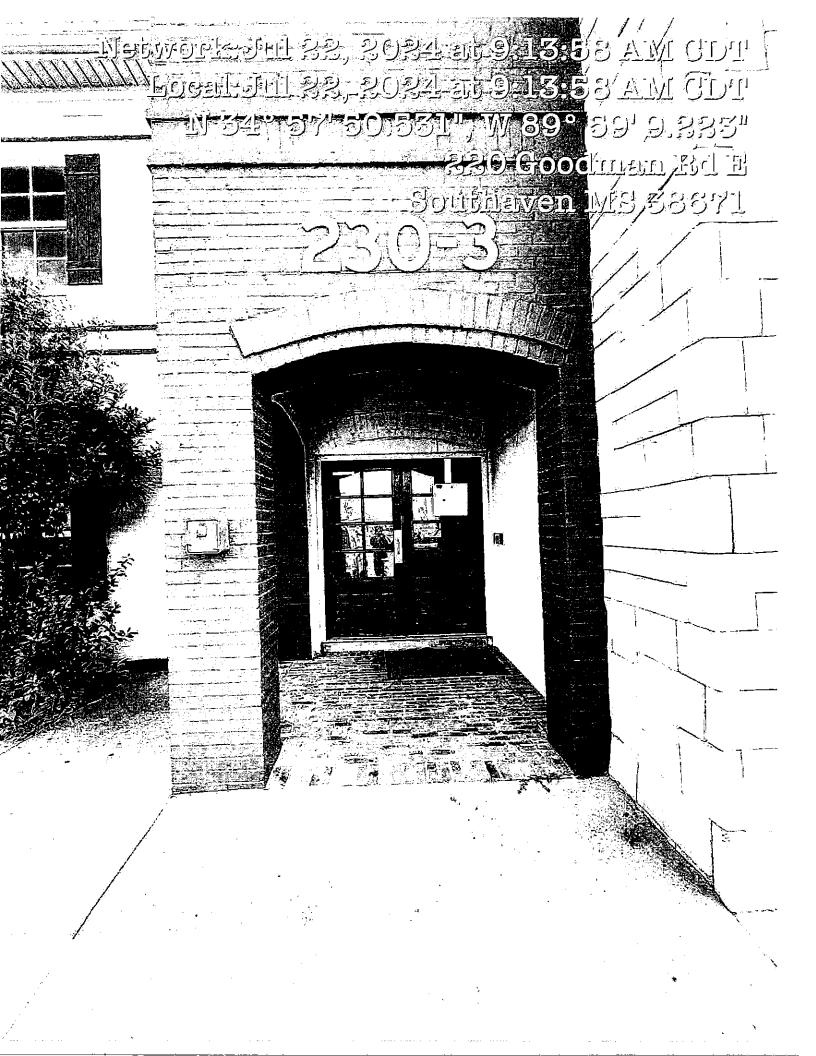
Please contact this office at 662-280-6523. Cooperation in this matter is appreciated.

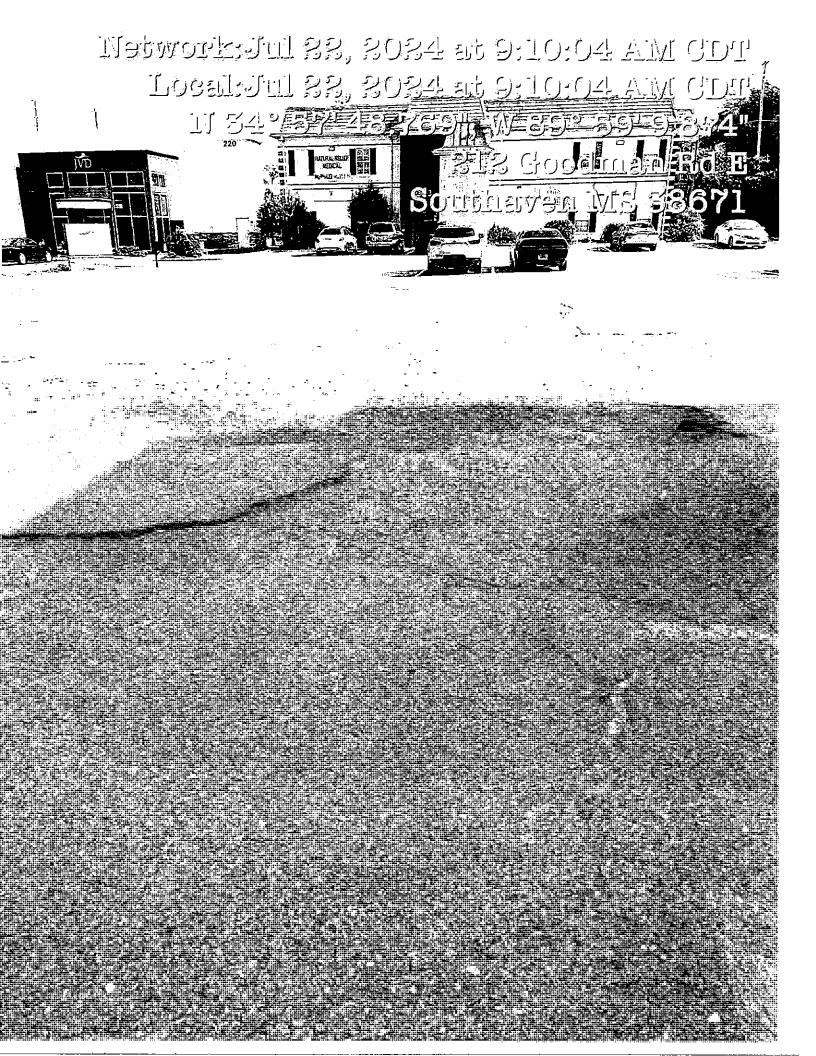
Sincerely,

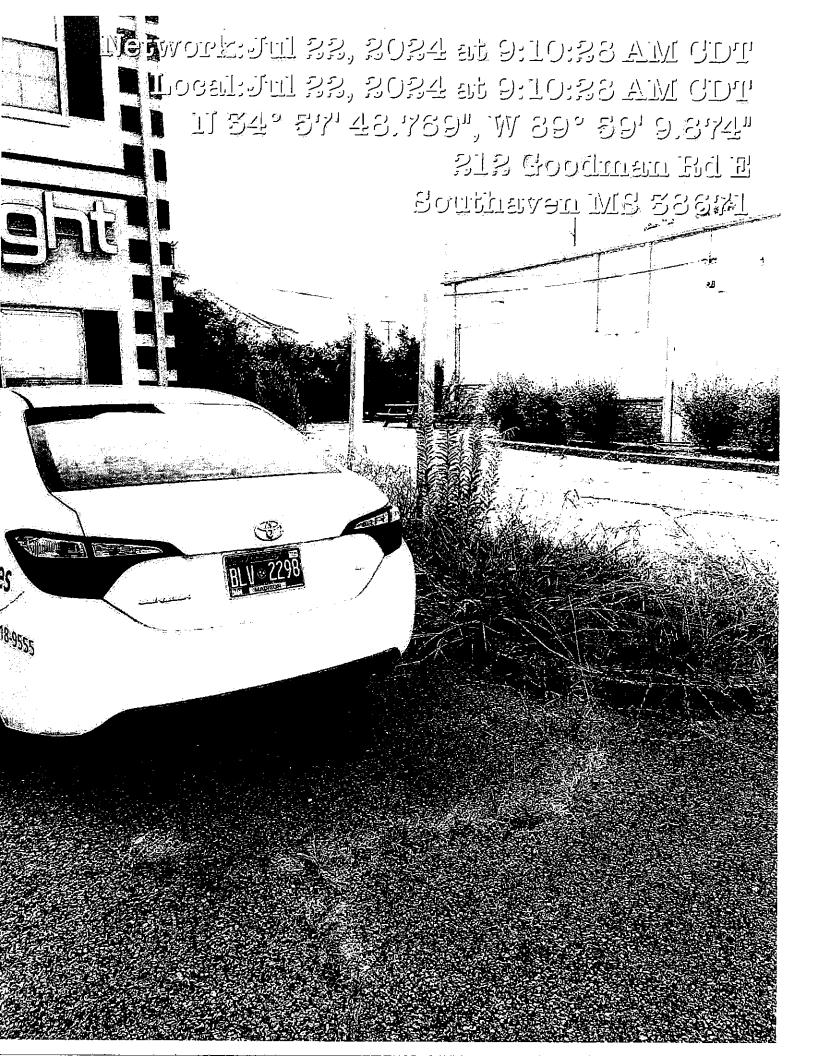
Code Enforcement Office
Municipal Code Office
City of Southaven
X Unsafe Property Violation --- Municipal Ordinance: Section 10-7 (a), (1)

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

Network:Jul 智慧, Nonet at a:15:51 AM CDU Tosal:Jul 智慧, Nonet at a:15:51 AM CDU Tosal:Jul 智慧, Nonet at a:15:51 AM CDU Nonet au Bul B Southaven MS 38671







Termork: Jul 33, 3034 at 9:10:53 AM GDU

Local: Jul 33, 3034 at 9:10:53 AM GDU

Local: Jul 33, 3034 at 9:10:53 AM GDU

Local: Jul 33, 3034 at 9:10:53 AM GDU

SIN BUILDING Ed 2:

Local: Jul 33, 3034 at 9:10:53 AM GDU

Local: Jul 34, 3034 at 9:10:53 AM G



City of Southaven Office of Planning and Development Subdivision Staff Report



Date of Hearing:	July 29, 2024
Public Hearing Body:	Planning Commission
Applicant:	Carlisle Development Company, LLC 1 MLK Blvd.
	Suite 130
	Memphis, TN 38103
	901-500-5074
Total Acreage:	0.490 acres
Existing Zone:	Planned Commercial (C-4)
Location of Subdivision Application	South of Church Road between Pepperchase
	Drive and Venture Drive
Comprehensive Plan Designation:	Commercial

Staff Comments:

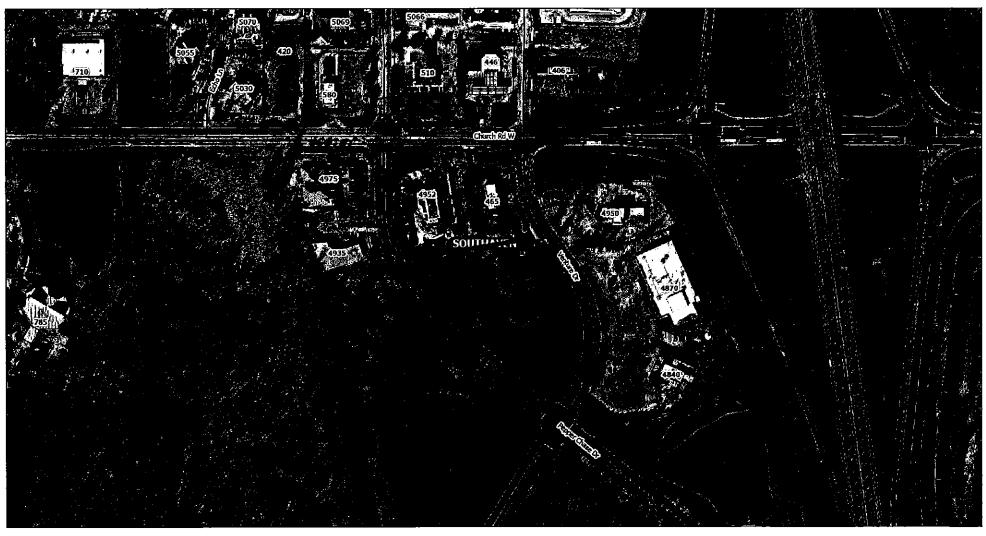
The applicant is requesting subdivision approval to dedicate right of way (ROW) for an unnamed public drive which will provide through access from Pepperchase Drive to Venture Drive as well as split the Carlisle owned property. The proposed roadway is designed as a fifty (50) foot right of way with two fifteen (15) foot wide lanes and ten (10) foot shoulders. There is no proposed development associated with this request. Per the applicant the request is to assist in traffic circulation and better marketability for the remaining property owned by the applicant.

Staff Recommendations:

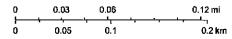
The applicant has reached out to both OPD as well as the city engineers and this request is seen as a benefit to the city for the Landers Center events as well as local traffic both vehicular and tractor trailer. All properties associated with this request are owned by the Carlisle Development Company; therefore, no additional ownership entities will be affected by the request.

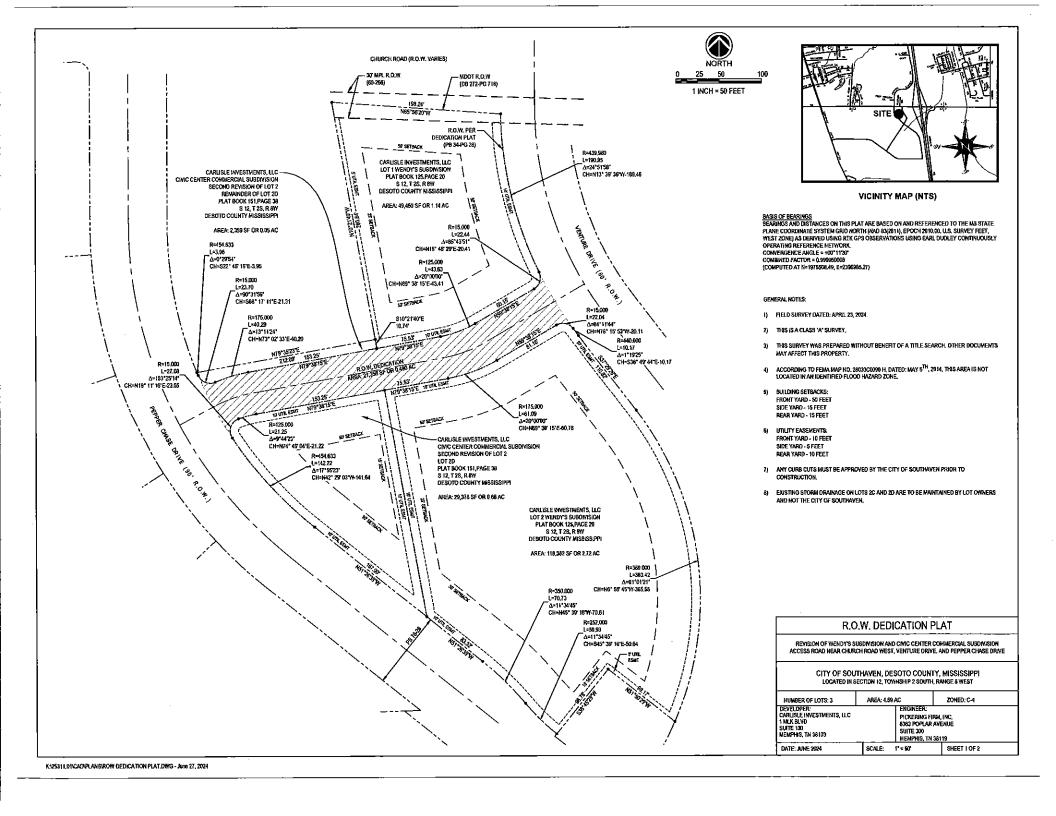
Staff has no issue with the request and recommends approval as submitted.

ArcGIS Web Map



7/25/2024, 10:04:06 AM





SUDITIANSK KLANNING COMMISSION				
APPROVED BY THE SOUTHAVEN PLANNING COMMISSION ON THIS THE DAY OF 2024				
CHAIRMAN ATTEST SECRETARY				
APPROVED BY THE MAYOR AND BOARD OF ALDERMAN OF THE CITY OF SOUTHAVEN ON THIS THE DAY OF				
MAYOR ATTEST CITY CLERK				
STATE OF MIGSISSIPPI				
COUNTY OF DESOTO I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE ATOTCLOCK				
M ON THEDAY OF 2024 AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK PAGES				
CHAMCERY COURT CLERK				
THIS IS TO CERTIFY THAT THIS PLAT WAS DRAWN FROM A GROUND SURVEY MADEBY ME OR UNDER MY DIRECT SUPERMISION OF THE PHYSICAL FEATURES FOUND AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.				
PROSCHIXAL SPENCER, MS P6 3273				
MORTQAGEES CERTIFICATE				
MORTGAGEE OF THE PROPERTY HEREON ADOPT THIS AS OUR PLAN OF SUBDIVISION AND DEDICATE THE RIGHT OF THAY FOR THE ROADS AS SHOWN ON THE PLAT OF THE YUBDIONISON TO THE PUBLIC USE FOREYER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT, I CERTIFY THAT I AN THE MORTGAGEE IN FEE SUMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYBLE, THIS THE DAY OF ZOM,				
MOTARY'S CERTIFICATE STATE OF MISSISSIPPI, COUNTY OF DESDTO				
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE ON THIS THE DAY OF				
(HEXISHE) IN OF A CORPORATION, AND AS ITS ACT AND DEED (HEXISHE) EXECUTED THE ABOVE AND FOREIGNING				
INSTRUMENT, AFTER FIRST HAVING BEEN AUTHORIZED TO DO SO BY SAID CORPORATION SO TO ACT.				
NOTARY PUBLIC				
MY COMMISSION EXPIRES:				
OWNER'S CERTIFICATE				
IMME,				
THE ROADS AND UITINT EASEMENTS TO THE PUBLIC FOREYER, WIFE ALSO CERTIFY THAT WE ARE THE OWNERS IN FEE SIMPLE OF THE PROPERTY SHOWN AND SAME IS NOT ENCUMBERED BY ANY TAXES THAT HAVE BECOME DUE AND PAYABLE THIS THE DAY OF 2024.				
BY:		W DEDIG	ATION DI	A.T.
MOTARY'S CERTIFICATE		.W. DEDIC		
State of Mississppi, County of Desoto Personally appeared before Me, the Undersigned Authority in and for the Said County and State, the Within	REVISION OF WENDY'S SU ACCESS ROAD NEAR CHURC	CH ROAD WEST, VE	ATURE DRIVE, A	MINIERUJAL SUBDIVISION AND PEPPER CHASE DRIVE
PERSONALLY APPEARED BEFORE ME. THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, THE WITHIN NAMED		THAVEN, DESO		
THE FORECOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID CORPORATION SO TO DO. GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE THIS THE		ECTION 12, TOWNS		
NOTARY PUBLIC	NUMBER OF LOTS: 3 DEVELOPER: CARLISLE INVESTMENTS, LLC	AREA: 4.844 AC	NGINEER:	ZONED: C-4
HY COMMASSION EXPIRES:	1 MLK BLVD SUITE 120 MEMPHIS, TN 38103	6	363 POPLAR AVI OUTE 300	ERUE
MI COMMISSION EAPIRES:	DATE: JUNE 2024	SCALE: 1'-	AEMPHIS, TN 381	SHEET I OF 2
ANGENIA METAPONI CONTROL TO ANGEL AND ANGEL AN		•		1

SOUTHAVEN CITY'S CERTIFICATE



CITY OF SOUTHAVEN APPLICATION FOR SPECIAL EVENT PERMIT

(Must be submitted to the City Clerk's Office 10 days prior to event)

Permit Fee: Based on Fire Department Permit Fee Schedule

For Office Use On	ly
Board Approved	
Date:	_
!	

EVENT NAME: Sam's Club Back to Class tour
EVENT LOCATION: 465 Goodman Rd E, Southaven, MS 38671
EVENT DESCRIPTION: Single day free promotional event as part of Sam's Club's Back to Class
Tour. We will have free games and giveaways to promote Sam's back to school products,
including a mobile food unit promoting lunchbox items (Approved by MSDH)
EVENT DATE: Beginning 8/8/24 to Ending 8/8/24 Multiple Days: YES NO
EVENT HOURS: Beginning 2pm to Ending 6pm
EVENT POINT OF CONTACT: Mark Edwards CELL NUMBER: 980-920-3867
EMAIL: marke@rsmbiz.com NAME OF ORGANIZATION: Retail Sports Marketing
ADDRESS: 10150 Mallard Creek Rd Suite 500 CITY/STATE/ZIP: Charlotte, NC 28262
50 at any time, 200 total ESTIMATED CROWD SIZE:NUMBER OF EVENT PERSONNEL:_5
ARRANGEMENTS FOR RESTROOM FACILITIES: ▼ YES NO LOCATION: Walmart
ARRANGEMENTS FOR SITE CLEAN-UP: XYES NO DETAILS: Event operators will setup/teardown event and ensure area is clean before departing
Will the organizers of this event use the services of a UAS (unmanned aircraft system): If Yes, who is the operator of the system: Cell Number: Email Address: If a UAS/Drone will be utilized, a copy of the following required documents must be attached to this application: Section 333 Exemption or Aircraft Certification Certificate of Authorization (COA) Aircraft Registration and Markings Pilot Certificate
FIRST AID/MEDICAL STATION(S): YES NO LOCATION:
POLICE/SECURITY PERSONNEL REQUIRED: Police Dept. Assigned Self-Hired Not Applicable
Applicant Printed Name: Mark Edwards Contact Number: 980-920-3867
Applicant Signature: Mark Edwards Objectify signed by Mark Edwards Obje

RESOLUTION APPOINTING SOUTHAVEN POLICE CHIEF BRENT VICKERS TO DESOTO COUNTY E-911 COMMISSION

WHEREAS, the City of Southaven ("City") previously appointed Macon Moore to the DeSoto County E-911 Commission; and

WHEREAS, the appointed Macon Moore retired, and the City desires to appoint Southaven Police Chief Brent Vickers to take his place as an appointed member to the DeSoto County E-911 Commission; and

WHEREAS, Brent Vickers shall serve as the City's appointment to the Desoto County E-911 Commission; and

THEREFORE, BE IT RESOLVED that City Police Chief Brent Vickers be and is hereby appointed to the DeSoto County E-911 Commission with said appointment to be deemed effective immediately.

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

Alderman William Jerome voted: YES

Alderman Kristian Kelly voted: YES

Alderman George Payne voted: YES

Alderman Joel Gallagher voted: YES

Alderman John David Wheeler voted: YES

Alderman Charlie Hoots voted: YES

Alderman Raymond Flores voted: YES

RESOLVED AND DONE, this the 6th day of August, 2024

Darren Musselwhite, MA

ATTECT.

Andrea Mullen, CITY CLERK



The City of Southaven Docket Recap August 6, 2024

General Fund		1,208,084.35
Balance Sheet	6,721.56	
Mayor Admin	2,082.88	
Board of Aldermen	4,864.00	
Arts And Cultural Affairs	-	
Court	10,525.53	
Finance & Administration	1,673.51	
Information Technology	47,879.34	
City Clerk	13,164.59	
Operations Department	9,576.80	
Planning & Engineering	21,739.88	
Emergency Services	11,040.59	
Police	157,799.63	
Fire	45,070.56	
Fire Prevention	22.98	
EMS	23,333.32	
Public Works	99,931.25	
Streets	-	
Parks	173,225.03	
Park Tournaments	58,431.67	
Code Enforcement	3,643.76	
City Fuel	-	
Expense Accounts	507,251.32	
Administrative Expenses	-	
Litigation	1,918.62	
Liability Insurance	-	
Professional Dues	3,400.00	
Bond Funded CAP Proj		843,136.16
Tourist & Convention		655,674.31
Debt Service		_
Utility Fund		659,450.29
Sanitation Fund		36,180.70
Payroll Fund		20,723.40
DOCKET TOTAL		3,423,249.21



FY2024 CLAIMS DOCKET C-080624

YEAR/PERIOD: 2024/1 TO 2	024/11					
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK DESCRIPTION
0010 0010 153610		GENERAL FUNC	DUE TO/FROM	AMBUTTL	JEATED	
035302 CARBONHOUSE	834911	0	2024 10		500.00 C-080624	AMP MONTHLY WEBSITE
038430 SARAH LITNEY ART	101	0	2024 10	INV A	2,950.00 C-080624	BANKPLUS ARTIST LOU
			ACCOUNT T	TOTAL	3,450.00	
0010 500700 040179 ELVIS ROGER G	7-11-24	0	RECREATIONAL 2024 10		650.00 C-080624	TOURNAMENT 7X7 CANC
		·				
040198 HUNT WENDY	7-16-24	0	2024 10		55.00 C-080624	
040200 THOMAS MELINDA	7-16-24	0	2024 10	INV A	55.00 C-080624	SOCCER REFUND-UNABL
040211 MITCHELL STEPHANIE	7-18-24	0	2024 10	INV A	65.00 C-080624	MOVE TO JACKSON
040212 BOBO MARCHELLA	7-18-24	0	2024 10	INV A	55.00 C-080624	HEALTH ISSUES
			ACCOUNT T	TOTAL	880.00	
			ORG 0010	TOTAL	4,330.00	
111		MAYOR ADMIN				
111 626900 002494 MGM RESORTS INTL	AR14951	0	TRAVEL & TR/ 2024 10		1,206.00 C-080624	MML 2024 CITY OF SO
002585 MS ECONOMIC COUNCIL	88993	0	2024 10	INV A	366.03 C-080624	MEMBER DUES-DARREN
			ACCOUNT T	TOTAL	1,572.03	
			ORG 111	TOTAL	1,572.03	
115		BOARD OF ALI				
115 626900 002494 MGM RESORTS INTL	AR14951	0	TRAVEL & TR 2024 10		4,864.00 C-080624	MML 2024 CITY OF SO
			ACCOUNT '	TOTAL	4,864.00	
			ORG 115	TOTAL	4,864.00	
125		COURT DEPART				
125 621500 040124 HAYES CORBIN DEARRIQ	7-10-24	0	COURT BOND 2024 10		161.00 C-080624	CASH BOND REFUND
040125 SMITH INEKIA SHAMANA	7-10-24	0	2024 10	INV A	200.00 C-080624	CASH BOND REFUND
040126 WASHINGTON ARMIE JEA	7-10-24	0	2024 10	INV A	300.00 C-080624	CASH BOND REFUND
040127 GONZALEZ ELDER O BAR	7-10-24	0	2024 10	INV A	400.00 C-080624	CASH BOND REFUND
040128 HARRIS NEDA FAYE	7-10-24	0	2024 10	INV A	60.75 C-080624	CASH BOND REFUND

Report generated: 08/02/2024 07:52 User: 1540afer Program ID: apinvgla



YEAR/PERIOD: 2024/1 TO 2	024/11							_		
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK DES	SCRIPTIO	N
040129 SARGENT SHANEISHA AU	7-10-24	0	2024 10	INV	A	500.00	C-080624	CAS	SH BOND	REFUND
040130 CRUZ GABRIELA OLIVAR	7-10-24	0	2024 10	INV	Α	400.00	C-080624	CA:	SH BOND	REFUND
040131 FLEMING DEJUAN M	7-10-24	0	2024 10	INV	Α	400.00	C-080624	CAS	SH BOND	REFUND
040132 BROWN LAMARCUS ROMEL	7-10-24	0	2024 10	INV	Α	325.00	C-080624	CAS	SH BOND	REFUND
040133 WRIGHT KIMANI AKEEM	7-11-24	0	2024 10	INV	A	400.00	C-080624	CAS	SH BOND	REFUND
040175 WATERS PATRICK RYAN	7-12-24	0	2024 10	INV	A	250.00	C-080624	CAS	SH BOND	REFUND
040197 HILL SICOYA	7-18-24	0	2024 10	INV	A	11.00	C-080624	CAS	SH BOND	REFUND
040201 NELSON WHITNEY LEE	7-18-24	0	2024 10	INV	A	200.00	C-080624	CAS	SH BOND	REFUND
040203 DANIELS LUCUS LORENZ	7-23-24	0	2024 10	INV	Α	300.00	C-080624	CAS	SH BOND	REFUND
040204 WHITE KENDRICK RODRE	7-24-24	0	2024 10	INV	Α	105.00	C-080624	CAS	H BOND	REFU N D
040205 KRUEGER JUSTIN LEE	7-24-24	0	2024 10	INV	Α	11.00	C-080624	CAS	SH BOND	REFUND
040206 GHUMAN AMAR SHAUN	7-24-24	0	2024 10	INV	A	500.00	C-080624	CAS	SH BOND	REFUND
040208 NUGENT ONEAL ANTHONY	7-17-24	0	2024 10	INV	Α	150.00	C-080624	CAS	SH BOND	REFUND
040209 RUSSELL DAVID	7-17-24	0	2024 10	INV	Α	500.00	C-080624	CAS	SH BOND	REFUND
040210 SMITH ARLISHIA IRBY	7-17-24	0	2024 10	INV	Α	400.00	c-080624	CAS	SH BOND	REFUND
040214 CASSANDRA ANN WILSON	7-19-24	0	2024 11	INV	A	150.00	C-080624	CAS	SH BOND	REFUND
			ACCOUNT TO	DTAL		5,723.75				
125 621501 024253 AMERICAN MUNICIPAL S	60842	0	COURT ASSESS 2024 10			40.00	C-080624	AMS	COLLEC	TIONS JUN
			ACCOUNT TO	DTAL		40.00				
125 621505 007600 ODP BUSINESS	372768154001	0	COURT SUPPLIE 2024 11		A	95.01	C-080624	TOT	NER	
007823 AMERICAN PAPER & TWI	4983331	0	2024 10	INV	Α	590.00	C-080624	COF	PY PAPER	
029120 YOUNG LEASING CO 029120 YOUNG LEASING CO	INV7007529 INV7031940	0	2024 10 2024 10	INV INV			C-080624 C-080624		MASTIN PI JRTROOM	
			ACCOUNT TO	DTAL		771.23				



YEAR/PERIOD: 2024/1 TO ACCOUNT/VENDOR	2024/11 INVOICE	PO	YEAR/PR	TVP S	WARRANT	CHECK DESCRIPTION
ACCOUNTY VERBOR	INVOICE	10	I LARY I	و بریا	WALICANT	CHECK DESCRIPTION
125 622100 000178 IIMC	23947-0724	0	PROFESSIONAL 2024 10		S 150.00 C-080624	DUES THOMAS MASTIN
002086 SPRIGGS STACEY	7-24-24	0	2024 10	INV A	200.00 C-080624	SPECIAL PUBLIC DEFN
032060 ROMAN RUTH 032060 ROMAN RUTH 032060 ROMAN RUTH	7-16-24 7-17-24 7-30-24	0 0 0	2024 10 2024 10 2024 11	INV A INV A INV A	50.00 C-080624 100.00 C-080624 100.00 C-080624 250.00	TRANSLATION SERV FO TRANSLATION SERVICE TRANSLATION-CASE#00
033114 DALTON MATTHEW G	7-24-24	0	2024 10	INV A	100.00 C-080624	SPECIAL PUBLIC DEFE
036277 ROBERT W. JOHNSON 036277 ROBERT W. JOHNSON 036277 ROBERT W. JOHNSON	7-12-24 7-17-24 7-26-24	0 0 0	2024 10 2024 10 2024 11	INV A INV A INV A	200.00 C-080624 200.00 C-080624 200.00 C-080624 600.00	PUBLIC DEFENDER JUL SPECIAL PROSECUTOR SPECIAL PROSECUTOR
039374 STEWARD CAROLINE	7-10-24	0	2024 10	INV A	200.00 C-080624	SPECIAL PUBLIC DEFE
			ACCOUNT T	OTAL	1,500.00	
125 626900 001339 CREDIT CARD CENTER	7-17-24	0	TRAVEL & TRA 2024 11		76.15 C-080624	TRAVEL
002494 MGM RESORTS INTL	AR14951	0	2024 10	INV A	2,211.00 C-080624	MML 2024 CITY OF SO
			ACCOUNT T	OTAL	2,287.15	
		c	RG 125 T	OTAL	10,322.13	
145 145 610400			FINANCE & AD	IES		
014117 MADISON SIGNS LLC	17518	0	2024 11	INV A	145.00 C-080624	3X5 COS HUMAN RESOU
026785 BEST BUY 026785 BEST BUY	8280055 8297696	0	2024 10 2024 10	INV A INV A	499.99 C-080624 179.99 C-080624 679.98	TVFINANCE, 4TH FL TV MOUNT GLAUDE OFF
030629 AMAZON CAPITAL 030629 AMAZON CAPITAL 030629 AMAZON CAPITAL 030629 AMAZON CAPITAL	1FPGWRGQHRKD 1GPGG6DPJXG7 1M3949NYVHFQ 1NTYQ71CVQWQ	0 0 0	2024 10 2024 10 2024 10 2024 10	INV A INV A INV A	9.48 C-080624 440.04 C-080624 14.69 C-080624 42.99 C-080624 507.20	WALL HYDRANT REPAIR SUPPLIES SUPPLIES & ACCESSOR DRAWING TABLET WITH
			ACCOUNT T	OTAL	1,332.18	
		c	ORG 145 T	OTAL	1,332.18	



YEAR/PERIOD: 2024/1 TO 2 ACCOUNT/VENDOR	024/11 INVOICE	P0	YEAR/PR	TYP S		WARRANT	CHECK	DESCRIPTION
150 150 610500			PUTERS					
000342 DELL MARKETING LP	10759466485	24000242	2024 10	INV A	29,026.80	C-080624		30 DESKTOP COMPUTER
000739 CDW LLC 000739 CDW LLC 000739 CDW LLC 000739 CDW LLC 000739 CDW LLC 000739 CDW LLC	SG15356 SH08428 SK80632 SL87041 SN00241 SN46837	0 0 0 0 0	2024 10 2024 10 2024 11 2024 11 2024 11 2024 11	INV A INV A INV A INV A INV A	761.40 2,571.84 174.35 662.60	C-080624 C-080624 C-080624 C-080624 C-080624 C-080624		ADOBE LIC- P LANE SCADA DEPLOYMENT SU 2 LAPTOPS 1)PD 2)PA APC 2 POST RACK FS TENNIS LIVESTREAM W TENNIS LIVE STREAM
019694 MID-SOUTH TELECOM	82536	0	2024 10	INV A	293.00	C-080624		ACCESS CONTROL INST
020449 FINAL TOUCH SECURITY	88796	0	2024 10	INV A	590.00	C-080624		BRIDGE CAMERAS
022719 UMB CARD SERVICES	7-01-24	0	2024 10	INV A	197.98	C-080624		PURCHASE CARD-IT
026785 BEST BUY 026785 BEST BUY 026785 BEST BUY 026785 BEST BUY 026785 BEST BUY	8280055 8280056 8287430 8287615 8288212	0 0 0 0	2024 10 2024 10 2024 10 2024 10 2024 10	INV A INV A INV A INV A	54.98 69.99 69.99	C-080624 C-080624 C-080624 C-080624 C-080624		TVFINANCE, 4TH FL EXEC CONF ROOM TV S USB ADAPTER USB ADAPTER CHARGING CABLES BOA
029120 YOUNG LEASING CO	INV7025766	0	2024 10	INV A	24.41	C-080624		IT COPIES
030629 AMAZON CAPITAL	19HC7MNFMFLK 1HHKLJLWNL4P 1QPHDNGVGWWD 1W649TMXQQN1 1XGNYW6D7VMY 1XGWRTKPX9VN 1XY7V7M7J33P	0 0 0	2024 10 2024 11 2024 11 2024 11 2024 11 2024 10 2024 10	INV A INV A	349.65 420.25 15.51 357.00 -339.99	C-080624 C-080624 C-080624 C-080624 C-080624 C-080624 C-080624		WRITING RESOURCE BO CABLE STOCK SHELF RACKS FS1 CARD READER-IT UBIQUITI PTMP RADIO LAPTOP RETURN INV14 LAPTOP MONITOR RETU
035294 ZOHO CORPORATION	2409836	0	2024 10	INV A	3,760.00	C-080624		AD AUDIT RENEWAL
		A	ACCOUNT TO	OTAL	39,652.92			
150 611300 029563 LANDERS FORD SOUTH	162448	0	OR VEH REI 2024 11	INV A		C-080624		BATTERY & OIL CHANG
		A	CCOUNT TO	DTAL	335.04			
150 622100 019694 MID-SOUTH TELECOM	82453	PRÓF 0	ESSIONAL 2024 10		109.75	C-080624		CABLE RUN-PARKS



YEAR/PERIOD: 2024/1 TO 2					
ACCOUNT/VENDOR	INVOICE	PC	YEAR/PR TYP S	WARRANT	CHECK DESCRIPTION
			ACCOUNT TOTAL	109.75	
150 626900 000952 TYLER TECHNOLOGIES 000952 TYLER TECHNOLOGIES	45-475871 45-475872	0	TRAVEL & TRAINING 2024 10 INV A 2024 10 INV A	1,480.00 C-080624 740.00 C-080624 2,220.00	ENGERGOR TRAINING ENERGOR TRAINING
022719 UMB CARD SERVICES	7-01-24	0	2024 10 INV A	6.44 C-080624	PURCHASE CARD-IT
			ACCOUNT TOTAL	2,226.44	
			ORG 150 TOTAL	42,324.15	
155 155 610401 007823 AMERICAN PAPER & TWI		CITY CLERK	OFFICE SUPPLY-INVENTORY 2024 11 INV A ACCOUNT TOTAL	295.00 C-080624 295.00	INVENTOR
155 622100 010920 DALE K. THOMPSON	73024	0	PROFESSIONAL SERVICES 2024 11 INV A	1,000.00 C-080624	REDISTRICTING SERV/
016013 CIVICPLUS	309162	0	2024 10 INV A	508.25 C-080624	MUNICODE ADMIN SUPP
029120 YOUNG LEASING CO 029120 YOUNG LEASING CO 029120 YOUNG LEASING CO	INV7043946 INV7043947 INV7044625	0 0 0	2024 11 INV A 2024 11 INV A 2024 11 INV A	663.40 C-080624 163.03 C-080624 210.00 C-080624 1,036.43	CLERK COPIER MACHIN BUS LIC PRINTER SERV CALL ON FOLDIN
040199 MS DEPARTMENT OF ARC	7 - 25-24	0	2024 10 INV A	67.50 C-080624	FY23 135 PAID PUBLI
			ACCOUNT TOTAL	2,612.18	
155 625700 000971 PITNEY BOWES GLOBAL	7-15-24	0	TELEPHONE & POSTAGE 2024 10 INV A ACCOUNT TOTAL	1,500.00 c-080624 1,500.00	POSTAGE-RESERVE ACC
155 626100 001185 DESOTO TIMES-TRIBUNE 001185 DESOTO TIMES-TRIBUNE 001185 DESOTO TIMES-TRIBUNE	300156854	0 0 0	ADVERTISING 2024 10 INV A 2024 10 INV A 2024 11 INV A	70.60 C-080624 11.90 C-080624 330.08 C-080624 412.58	FIRE SPRINKLER ORDI PLANNING MICHAEL MA RESIDENTIAL TX FACI
			ACCOUNT TOTAL	412.58	
155 626900 002494 MGM RESORTS INTL	AR14951	0	TRAVEL & TRAINING 2024 10 INV A	6,753.00 C-080624	MML 2024 CITY OF SO



	R/PERIOD: 2024/1 TO 2 NT/VENDOR	024/11 INVOICE	PO	YEAR/	PR T	YP S	-··	WARRANT	СНЕСК	DESCRIPTION
01688	9 CENTER FOR GOVERNM	7-25-24	0	2024	11 I	NV A	600.00	C-080624		CMC REG FEE 9/3-9/6
				ACCOUN'	т тот.	AL	7,353.00			
				ORG 155	TOT	AL	12,172.76			
160 160	610400		FACILITIES	OFFICE SU	DDI T.E.	.c				
	3 AMERICAN PAPER & TWI	4999692	0	2024			220.97	C-080624		INVENTOR
				ACCOUN'	т тот.	AL	220.97			
160 00045	611000 7 GRAINGER	9167566729	0	MATERIALS 2024		NV A	6.00	C-080624		MATERIALS
	7 GRAINGER	9169758076	Ö	2024				C-080624		MATERIALS
00068	7 SOUTHERN PIPE & SUPP	9792958	0	2024	10 I	NV A		C-080624		SOUTHAVEN MARKET-BA
00073	4 MAGNOLIA ELECTRIC	396497	0	2024	10 I	NV A		C-080624		ELECTRICAL MATERIAL
00073	4 MAGNOLIA ELECTRIC	396836	0	2024	10 I	NV A		C-080624		BULBS FOR UTILITIES
00110	2 SOUTHAVEN SUPPLY	232324	0	2024	10 т	NV A		C-080624		PAINT SUPPLIES
	2 SOUTHAVEN SUPPLY 2 SOUTHAVEN SUPPLY	232368 232681	0	2024 2024	10 I	NV A	12.99	C-080624 C-080624		MATERIALS MATERIALS
	2 SOUTHAVEN SUPPLY	233242	Ō	2024	10 I	NV A		c-080624		PAINT SUPPLIES
01140	1 LIGHT BULB DEPOT, LL	41610139	0	2024	10 т	NV A		C-080624		UTILITIES BULBS
01140	1 LIGHT BULB DEPOT, LL	41616376	ő	2024	10 I	NV A	192.50	C-080624		CITY HALL BULBS
01674	7 M & A SUPPLY	2309829	0	2024	10 т		262.50	C-080624		INAC MATERIALO
01674	7 M & A SUPPLY 7 M & A SUPPLY 7 M & A SUPPLY	2312333	Ō	2024	10 I	NV A	533.24	c-080624		HVAC MATERIALS FREON HVAC MATERIAL
	7 M & A SUPPLY 7 M & A SUPPLY	2318805 2322861	0 0	2024 2024		NV A	215.00	C-080624 C-080624		FREON/NOS HVAC MATERIALS
42424							1,659.66			
02821	2 UNITED REFRIGERATION 2 UNITED REFRIGERATION	96876874	0	2024 2024	10 I	NV A	297.52	C-080624 C-080624		FREON-HVAC MATERIAL FREON-HVAC MATERIAL
02821	2 UNITEO REFRIGERATION 2 UNITED REFRIGERATION	96956446	0 0	2024 : 2024 :	10 I	NV A		C-080624 C-080624		BATTING CAGES-PARK' FREON & HVAC MATERI
02821	2 UNITED REFRIGERATION 2 UNITED REFRIGERATION	97011158	0 0	2024 : 2024 :	10 I	NV A		C-080624 C-080624		FREON - HVAC MATERI HVAC MATERIALS
02821 02821	2 UNITED REFRIGERATION 2 UNITED REFRIGERATION	97016644 97023773	0 0	2024 : 2024 :				C-080624 C-080624		PLUMBING MATERIALS HVAC MATERIALS



YEAR/PERIOD: 2024/1 TO 2 ACCOUNT/VENDOR	024/11 INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
028212 UNITED REFRIGERATION 028212 UNITED REFRIGERATION 028212 UNITED REFRIGERATION 028212 UNITED REFRIGERATION 028212 UNITED REFRIGERATION 028212 UNITED REFRIGERATION	97124897 97141020 97193474 97196919	0 0 0 0 0 0	2024 10 2024 10 2024 10 2024 10 2024 10 2024 10	INV INV INV INV INV	A A A	26.10 507.50 124.15 112.42	C-080624 C-080624 C-080624 C-080624 C-080624 C-080624		FREON-HVAC MATERIAL HVAC MATERIALS HVAC MATERIALS HVAC MATERIALS HVAC MATERIALS HVAC MATERIALS
030629 AMAZON CAPITAL 030629 AMAZON CAPITAL	1FPGWRGQHRKD 1M3949NYVHFQ	0	2024 10 2024 10	INV INV		78.06 29.94 108.00	C-080624 C-080624		WALL HYDRANT REPAIR SUPPLIES & ACCESSOR
033593 CHEROKEE BUILDING MA	261685	0	2024 10	INV	Α	577.18	C-080624		CITY HALL CEILING T
037576 TRANE U.S. INC.	17207651	0	2024 10	INV	Α	231.33	c-080624		HVAC MATERIALS
			ACCOUNT T	OTAL		7,735.98			
160 625700 030629 AMAZON CAPITAL	171TDHKKKQCC	0	TELEPHONE & 2024 10			28.94	C-080624		PHONE CASE-RAUL
			ACCOUNT T	OTAL		28.94			
160 630400 028212 UNITED REFRIGERATION 028212 UNITED REFRIGERATION 028212 UNITED REFRIGERATION	97034357	0 0 0	MACHINERY & 2024 11 2024 10 2024 10	INV	A A	888.90	C-080624 C-080624 C-080624		TOOLS-METER ATTACHM NEW GAUGES FOR HVAC HVAC MATERIALS
			ACCOUNT T	OTAL		1,144.15			
			ORG 160 T	OTAL		9,130.04			
180 180 610400 006685 DEX IMAGING 006685 DEX IMAGING	PLANNING AR11559130 AR11582612	/ E	NGINEERING DEF OFFICE SUPPL 2024 10 2024 10	IES INV			C-080624 C-080624		CANON/IRC250 CANON/IRC255IF
007600 ODP BUSINESS	374315402001	0	2024 10	INV	A	65.38	C-080624		OFFICE SUPPLIES
030629 AMAZON CAPITAL	1QDQLDPT4MD4	0	2024 10	INV	Α	24.95	C-080624		PLANNER- CODE ENFOR
			ACCOUNT T	OTAL.		576.08			
180 611300 018472 M2MANAGEMENT SOLUTIO	214	0	MOTOR VEH RE 2024 10				C-080624		FLLET TRACKING SYST



YEAR/PERIOD: 2024/1 TO 2 ACCOUNT/VENDOR	024/11 INVOICE	PO	YEAR/PR	TYP	S	WARRANT CHECK	DESCRIPTION
			ACCOUNT TO	DTAL		131.70	
180 612500 000424 A 2 Z ADVERTISING	71215	0	UNIFORMS 2024 10	INV	Α	570.00 C-080624	UNIFORMS
			ACCOUNT TO	DTAL		570.00	
180 622100 025688 ROSE JUNE	7-15-24	0	PROFESSIONAL 2024 10			100.00 C-080624	PLANNING COMMISSION
025693 BREWER WILLIAM JOSEP	7-15-24	0	2024 10	INV	Α	100.00 C-080624	PLANNING COMMISSION
025694 CAMP JOHN 025694 CAMP JOHN	7 - 15-24 7-29-24	0	2024 10 2024 11	INV INV		100.00 C-080624 100.00 C-080624 200.00	PLANNING COMMISSION PLANNING COMMISSION
027031 LEEKE KEVIN 027031 LEEKE KEVIN	7-15-24 7-29-24	0	2024 10 2024 11	INV INV	A A	100.00 C-080624 100.00 C-080624 200.00	PLANNING COMMISSION PLANNING COMMISSION
029239 UPCHURCH DINK 029239 UPCHURCH DINK	7 -1 5-24 7-29-24	0	2024 10 2024 11	INV INV		100.00 C-080624 100.00 C-080624 200.00	PLANNING COMMISSION PLANNING COMMISSION
032389 MOORE BEN A 032389 MOORE BEN A	7-15-24 7-29-24	0	2024 10 2024 11			100.00 C-080624 100.00 C-080624 200.00	PLANNING COMMISSION PLANNING COMMISSION
038864 KYLE CARMEN 038864 KYLE CARMEN	7-15-24 7-29-24	0	2024 10 2024 11			100.00 C-080624 100.00 C-080624 200.00	PLANNING COMMISSION PLANNING COMMISSION
039095 MAGHEE DEBRA J 039095 MAGHEE DEBRA J	7-15-24 7-29-24	0	2024 10 2024 11			100.00 C-080624 100.00 C-080624 200.00	PLANNING COMMISSION PLANNING COMMISSION
			ACCOUNT TO	DTAL.		1,400.00	
180 626900 001339 CREDIT CARD CENTER	7-17-24	0	TRAVEL & TRAI 2024 11			240.00 C-080624	TRAVEL
002494 MGM RESORTS INTL	AR14951	0	2024 10	INV	Α	603.00 C-080624	MML 2024 CITY OF SO
030537 GISH KEITH	7-22-24	0	2024 11	INV	Α	236.00 C-080624	PER DIEM-MACE CONF
033786 SERVIN TRACY	7-22-24	0	2024 11	INV	Α	236.00 C-080624	PER DIEM MACE CONF



YEAR/PERIOD:	2024/1 TO 2	024/11							_	
ACCOUNT/VENDOR		INVOICE	PO	YEAR/F	PR	TYP S		WARRANT	CHECK	DESCRIPTION
040213 COLEMAN	EDDIE	7-22-24	0	2024 1	11	INV A	236.00	C~080624		PER DIEM MACE CONF
				ACCOUNT	r to	TAL	1,551.00			
				ORG 180	TO [*]	TAL	4,228.78			
211 211 610400		POLIC	E DEPAI							
007600 ODP BUSI	NESS	374645882001	0	OFFICE SUF 2024 1			58.95	C-080624		OFFICE SUPPLIES
030629 AMAZON C 030629 AMAZON C 030629 AMAZON C	APITAL	1FY9RGR393YM 1MLFH3MVN3F3 1NRNNX19NKPN	0 0 0	2024 1 2024 1 2024 1	10	INV A	35.99	C-080624 C-080624 C-080624		FLASH DR & BINDERS LABEL SPOOL LIVE SCAN WIPES
				ACCOUNT	г то	TAL	500.27			
211 611300 000883 AMERICAN 000883 AMERICAN	TIRE REPAIR TIRE REPAIR	169849 171208	0	MAINTENANO 2024 1 2024 1	LO :	INV A	S 1,612.68 2,159.24 3,771.92	C-080624 C-080624		12 TIRES 16 TIRES
001102 SOUTHAVE 001102 SOUTHAVE 001102 SOUTHAVE	N SUPPLY	232050 232113 233980	0 0 0	2024 1 2024 1 2024 1	LO :	INV A	28.81	C-080624 C-080624 C-080624		K9 BOX PARTS 3171 NUTS & BOLTS RADAR SIGN
001114 UNION AU	TO PARTS	2855710 2856176 2857885 2858230 2858235 2858257 2859682 2859704 2861782 2861784 2863115 2863158 2864043 2864043 2864735 286652 2867958		2024 1 2024 1	10	INV A	276.16 269.84 71.45 1,095.38 139.51 872.36 113.30 73.87 300.40 63.26 511.55 51.63 147.67 388.81 24.50 140.62 577.60	C-080624 C-080624 C-080624 C-080624 C-080624 C-080624 C-080624 C-080624 C-080624 C-080624 C-080624 C-080624 C-080624 C-080624 C-080624 C-080624 C-080624 C-080624		3191 COOLING FAN SHOP PARTS 3153 AXLE SHOP HEADLIGHT BULB 3128 HYDRAULIC 3144 WATER PUMP 3144 TIMING CHAIN 3204 OIL FILTER 3088 HOUSING 3164 BRAKES 3164 BRAKES 3164 BRAKES SHOP PARTS 3155 VALVE 3195 FAN 3190 COMPRESSOR 3137 SWITCH 3231 LINK 3137 SUSPENSION SHOP PARTS



YEAR/PERIOD: 2024/1 TO 20	024/11 INVOICE	PO	YEAR/PR	TYP	<u> </u>	WARRANT CHECK	DESCRIPTION
ACCOUNTY VENDOR	11110101		/CAN/TR	, , ,		m-invairi chizer	DESCRIPTION
001150 NAPA GENUINE PARTS C 001150 NAPA GENUINE PARTS C		0	2024 10 2024 11			C-080624 C-080624	LIGHT EQUIP SHOP PARTS
002098 COLEMAN TAYLOR TRANS	11808	0	2024 11	INV	a 3,600.00	C-080624	3155 TRANSMISSION
003874 AUTO ZONE 003874 AUTO ZONE 003874 AUTO ZONE	9090785 9093416 9094381	0 0 0	2024 11 2024 10 2024 10	INV INV INV	A 375.38	C-080624 C-080624 C-080624	3057 BATTERY TRAFFIC DURANGO SHOP PARTS
005407 NORTH MS. TWO-WAY CO	50077	0	2024 10	INV	A 587.94	C-080624	3196 REPAIRS
006706 LANDERS DODGE	422733	0	2024 10	INV	A 1,736.25	C-080624	3219 PUMP
007304 O'REILLYS AUTO PARTS	1791-258692 6399-212806 6399-213883 6399-213426 6399-213689 6399-213696 6399-213870 6399-214567 6399-214567 6399-214706 6399-214835 6399-214835	000000000000000000000000000000000000000	2024 10	INV INV INV INV INV INV INV	A 55.55 A 159.97 A 343.69 A 229.99 A 161.36 A 217.33 A 161.36 A 108.52 A 110.71 A 79.83 A 83.08 A 18.99 A 101.00	C-080624	MOTORS SUPPLIES 3189 COIL SHOP PARTS SHOP PARTS 3164 HUB ASSEMBLY 3146 LINK SHOP PARTS SHOP PARTS SHOP PARTS SHOP PARTS SHOP PARTS SHOP PARTS 2268 MASTER CYLINDE 3194 SWAY LINK SHOP PARTS 3143 TIE ROD 3145 STRUT
019700 CHOICE TOWING	1576 1654 1684 82978 83303 83304 83305 83655 83836	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	2024 10 2024 10 2024 10	INV INV INV INV INV	A 50.00 A 85.00 A 50.00 A 65.00 A 50.00 A 50.00 A 50.00 A 50.00	•	3195 TOW 3190 TOW 3190 TOW TO SENATOB 2014 EXPLORER 2011 MURANO 2019 MAXIMA BLACK CHALLENGER 2013 ALTIMA 3196 TOW
020832 EMERGENCY EQUIPMENT		0	2024 11			C-080624	3171 MOTORS
029563 LANDERS FORD SOUTH	240878	0	2024 10	INV	A 98.70	C-080624	3139 PEDAL



YEAR/PERIOD: 2024/1 TO 2	024/11								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/F	PR	TYP S	S	WARRANT	СНЕСК	DESCRIPTION
030629 AMAZON CAPITAL	1ү97рстмнү9н	0	2024 1	LO	INV A	91.40	C-080624		TRAFFIC THERMAL PAP
030773 KARZON CAR CARE LLC 030773 KARZON CAR CARE LLC 030773 KARZON CAR CARE LLC 030773 KARZON CAR CARE LLC	9742 9746	0 0 0 0	2024 1 2024 1 2024 1 2024 1	LO L 1	INV A	414.72 A 305.02	C-080624 C-080624 C-080624 C-080624		3128 REPAIRS 3153 AXLE 3191 INTAKE 3231 ALIGNMENT
032900 GRIFFIN & SON AUTO S	14983	0	2024 1	LO	INV /	407.35	C-080624		3195 MUFFLER
034982 ROSS MOTOR COMPANY I 034982 ROSS MOTOR COMPANY I 034982 ROSS MOTOR COMPANY I 034982 ROSS MOTOR COMPANY I 034982 ROSS MOTOR COMPANY I	109134 109150 43227	0 0 0 0	2024 1 2024 1 2024 1 2024 1 2024 1	LO L1 LO	INV / INV / INV /	A 420.80 A 435.20 A 335.58	C-080624 C-080624 C-080624 C-080624 C-080624		SHOP RADIATOR 3250 MOLDING 3171 WIRING 3113 PROGRAM FOB 3190 REPAIR'S
036857 TRUCKVAULT INC	272410	24000218	2024 1	LO :	INV A	1,927.50	C-080624		TRUCK VAULT FOR UNI
037606 STATION 51 GRAPHICS	477313	0	2024 1	LO	INV A	446.00	C-080624		3263 TINT
			ACCOUNT	г то	TAL	30,973.11	•		
211 612200 001102 SOUTHAVEN SUPPLY	231878	0 MAI	NTENANC 2024 1	E E	QUIPN INV #	MENT & BUILD 40.46	c-080624		WASP SPRAY
022719 UMB CARD SERVICES	7-01-24	0	2024 1	LO :	INV A	799.99	C-080624		PURCHASE CARD-IT
			ACCDUNT	то	TAL	840.45			
211 612500 020832 EMERGENCY EQUIPMENT	404780 504459 504460 504461 504462 504463 504651 504740 504742	UNI 0 0 0 0 0 0 0 0	FORMS 2024 1 2024 1 2024 1 2024 1 2024 1 2024 1 2024 1 2024 1 2024 1 2024 1 2024 1	LO LO LO LO LO LO	INV A	A 2,182.00 A 143.00 A 1,739.00 A 1,654.00 A 1,254.50 A 263.00 A 769.00 A 460.00	C-080624 C-080624 C-080624 C-080624 C-080624 C-080624 C-080624 C-080624 C-080624 C-080624 C-080624		PARRY NEW HIRE RERRIGO NEW HIRE RUSSELL, KALEY SGT PRESCOTT NEW HIRE RUTLEDGE NEW HIRE PREWITT NEW HIRE MEASE NEW HIRE WALLEY SGT UNIFORM BROWN, THOMAS NEW H 10 PADDED SLINGS 20 PISTOL TACO MOUN
021916 MIDSOUTH SOLUTIONS	217845 222091 222092 222095 223298	24000138 0 24000202 24000144 24000206	2024 1 2024 1 2024 1	LO : LO :	INV A INV A INV A	A 355.00 A 203.99 A 112.50	C-080624 C-080624 C-080624 C-080624 C-080624		TAYLOR, PORCHA UNIF DC SCALLORN HILLE, DARREN ALLOT RAINBOLT, CHRIS UNI TUTEN, ROBBERT UNIF



YEAR/PERIOD: 2024/1 TO 2									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	<u>S</u>		WARRANT	CHECK	DESCRIPTION
021916 MIOSOUTH SOLUTIONS 021916 MIDSOUTH SOLUTIONS	223299 223304	24000	202 2024 10 2024 10				C-080624 C-080624		HILLE, DARREN ALLOT COLLINS ALLOT 24'
021916 MIDSOUTH SOLUTIONS 021916 MIDSOUTH SOLUTIONS	223305 223306	24000 0	207 2024 10 2024 10	INV	Α	593.00	C-080624 C-080624		SIMS, FRED UNIFORM
021916 MIDSOUTH SOLUTIONS	223330	24000	191 2024 10	INV	Α	156.00	C-080624		WALLEY SGT UNIFORM TAYLOR, DOMINIQUE U
021916 MIDSOUTH SOLUTIONS 021916 MIDSOUTH SOLUTIONS	223331 223332	0 24000	2024 10 219 2024 10				C-080624 C-080624		DC SCALLORN GRAY, BRYCE UNIFORM
						3,893.46			
			ACCOUNT TO	DTAL		15,459.46			
211 615500 000964 DESOTO COUNTY SHERIF	7 36 3034	0	JAIL FEES	T. 13. (20 500 00	c 000001		
000964 DESOTO COUNTY SHERIF	7-26-2024 7-26-24	0	2024 11 2024 11	INV	A	169.57	C-080624 C-080624		INMATE HOUSING FOR INMATE MEDICAL/PHAR
						20,749.57			
			ACCOUNT TO	DTAL		20,749.57			
211 622100 006685 DEX IMAGING	AR11607159	0	PROFESSIONAL 2024 10			06	C-080624		EAST
020449 FINAL TOUCH SECURITY		0	2024 10						
		-					C-080624		1855 VETERANS
020454 DIRECTFX	м58086	0	2024 10			375.00	C-080624		GENERIC BUS CARDS
022516 PERSONNEL EVALUATION	51941	0	2024 10	INV	A	50.00	C-080624		2 EVALS
022719 UMB CARD SERVICES	7-01-24	0	2024 10	INV	Α	250.00	C-080624		PURCHASE CARD-IT
029120 YOUNG LEASING CO 029120 YOUNG LEASING CO	INV7018307 INV7032438	0	2024 10 2024 10				C-080624 C-080624		1855 VETERANS
DESTED FOORE LEASING CO	1147/032430	U	2024 10	TIAA	^ 	1,054.77	C-080024		BOOKING
040180 PROTEA COUNSELING	7992	0	2024 10	INV	A	250.00	C-080624		2 SESSIONS
			ACCOUNT TO	OTAL		2,339,83			
211 625700			TELEPHONE & F	POSTA	GE	-			
000971 PITNEY BOWES GLOBAL	4021-0724	0	2024 10			163.70	C-080624		POST MACHINE
			ACCOUNT TO	TAL		163,70			
211 626102	1700		PUBLIC RELATI		_	04=			
030629 AMAZON CAPITAL	1733KRLWMWJX	0	2024 11		А		C-080624		SAND BAGS TENT
			ACCOUNT TO			315.96			
211 626900 001339 CREDIT CARD CENTER	7-17-24	0	TRAVEL & TRAI 2024 11			3.905.32	C-080624		TRAVEL
		•	2047 11	-117		5,505.52	C 000024		INGTEL



YEAR/PERIOD: 2024/1 TO 20 ACCOUNT/VENDOR	024/11 INVOICE	PO	YEAR,	/PR	ТҮР	S		WARRANT	CHECK	DESCRIPTION
006103 SMOROWSKI GREG	6-14-24	0	2024	11	INV	Α	295.00	C-080624		PER DIEM FBINNA SUM
			ACCOU	NT T	OTAL		4,200.32			
211 630400 030629 AMAZON CAPITAL	111VLP4MCJGX	0 MA	CHINER' 2024				62,30	C-080624		E-CITE SUPPLIES
031072 BULLFROG CORNER PAWN	225805	0	2024	10	INV	Α	142.25	C-080624		FIVE SLING MOUNTS
			ACCOU	NT T	OTAL		204.55			
211 661800 000669 CAMPER CITY USA INC	470392	0 CC	NFISCAT 2024					C-080624		2023 RAM 1500 BEDLI
	504534 504535	2400024 2400024	6 2024 4 2024	10 10	INV INV	A		C-080624 C-080624		FIVE SIG SAUER 9MM FIVE HOLOSUN GREEN
029844 KIRK AUTO WORLD INC	71624	2400025	2 2024	10	INV	Α	37,800.00	C-080624		2023 DODGE RAM 1500
040061 ALL TRAFFIC SOLUTION	SIN041474	2400024	5 2024	10	INV	Α	5,494.20	C-080624		TRAFFIC DATA COLLEC
			ACCOU	NT T	OTAL		48,643.15			
		ORG	211	T	OTAL		124,390.37			
215 215 610400 029120 YOUNG LEASING CO	EMERGENCY INV7019954		ES FICE SU 2024	10	INV	Α	93.81 93.81	C-080624		COPIER CONTRACT
215 612500 000424 A 2 Z ADVERTISING 000424 A 2 Z ADVERTISING	71274 71275	UA 0 0	IFORMS 2024 2024	10	INV		369.00	C-080624 C-080624		UNIFORMS BACKPACKS
			ACCOUN	₹T T	OTAL		1,471.00			
215 626900 000424 A 2 Z ADVERTISING 000424 A 2 Z ADVERTISING	71276 71277	0 0	AVEL & 2024 2024	10	INV	Α		C-080624 C-080624		LANYARD CHALLENGE COINS
040194 FRONTLINE PUBLIC	FL35353-2	2400026	0 2024 ACCOUN			Α	7,200.00 9,362.40	C-080624		Frontline Quality A



YEAR/PERIOD: 2024/1 TO 2024/2 ACCOUNT/VENDOR INVO		O Y	EAR/PR	TYP S		WARRANT CHECK	DESCRIPTION
		ORG 215	TO	DTAL	10,927.21		-
290	FIRE DEPAR						
290 610100 007823 AMERICAN PAPER & TWI 4974		2	ING SUPE 024 10	INV A		C-080624	MATERIALS FOR ALL S
007823 AMERICAN PAPER & TWI 499	92780 0	2	024 11	TNV A	1,518.70 2,543.56	C-080624	SUPPLIES FOR ALL ST
		AC	COUNT TO	DTAL	2,543.56		
290 610400 019739 STAPLES ADVANTAGE 6008	08135329 0		E SUPPLI		219 06	C-080624	INK FOR STATION 2 P
	08135333 0		024 11		117.73	C-080624	SUPPLIES FOR FIELD
		۸۵	COUNT TO	TAI	336.79 336.79		
290 610701			AL SUPPL		330.79		
	119357 0		024 10		3,552.98	C-080624	MEDICAL SUPPLIES
		AC	COUNT TO	OTAL	3,552.98		
290 611000 001213 TRI-STATE TROPHY 7260	504 0	MATER 2	IALS 024 10	INV A	45.00	C-080624	2 ENGRAVED PLATES P
020832 EMERGENCY EQUIPMENT 504	1156 0	2	024 10	INV A	217.50	C-080624	SAFER STRAPS & BATT
030629 AMAZON CAPITAL 1CL	.ND6XKVKV1 0	2	024 10	INV A	196.94	C-080624	5)ADJUSTABLE WTR CA
		AC	COUNT TO	OTAL	459.44		
290 611300 000189 HOMER SKELTON FORD 6183	3178-2 0		ENANCE \ 024 11			C-080624	OIL FILTER CHANGE A
000223 CROW'S TRUCK SERVICE X103	01181121 0	2	024 10	INV A	42.50	C-080624	QUICK RELEASE VALVE
000650 G & W DIESEL SERVICE 324-	I-00001.7309 0	2	024 10	INV A	2,039.39	C-080624	REPAIRS TO ENG 3 FL
000887 JIMMY GRAY CHEVROLET 3640	1082 0	2	024 10	INV A	91.89	C-080624	OIL/FILTER CHANGE T
007304 O'REILLYS AUTO PARTS 1257 007304 O'REILLYS AUTO PARTS 1793	57-2950 7 2 0 91-258250 0		024 10 024 10	INV A		C-080624 C-080624	ASSRY PLUG 2)2.5 GAL BLUE DEF
007304 O'REILLYS AUTO PARTS 1791	01-258589 0	2	024 10	INV A	47.96	C-080624	4) 1 GAL ANTIFREZ
007304 O'REILLYS AUTO PARTS 1791 007304 O'REILLYS AUTO PARTS 1791	01-258900 0 01-259067 0		024 10 024 11	INV A		C-080624 C-080624	2) 2.5 GAL DEF 1)GA SEALED BEAM
		AC	COUNT TO	OTAL	2,429.59		
					,		



	/PERIOD: 2024/1 TO 20 T/VENDOR	024/11 INVOICE	PO	YEAR/PR	TYP S	5		WARRANT	CHECK	DESCRIPTION
290 000541	612200 TRI COUNTY FARM SERV	1-922744	0	MAINTENANCE 2024 10				C-080624		BUCCANEET PLUS SPRA
013650	BATTERIES PLUS	P74427088	0	2024 10	INV A	4	350.95	C-080624		BATTERIES FOR AIR P
031098	DESOTO DOOR	INV36189319	0	2024 10	INV	4	895.00	C-080624		REPAIR DOOR @ STATI
038343	SIDDONS-MARTIN EMERG	700SIV0020827	0	2024 10	INV A	4	466.00	C-080624		REPAIRS TO HOLMATRO
040178	AUSTON MEALER'S	4407490169	0	2024 10	INV A	4	320.00	C-080624		REPAIR FOR GRILL @
				ACCOUNT T	OTAL		2,141.95			
021916 021916 021916 021916 021916 021916 021916	612500 MIDSOUTH SOLUTIONS	221797 221798 221800 222132 222133 222155 223296 223345 223348	0 0 0 0 0 0 0	UNIFORMS 2024 10 2024 10 2024 10 2024 10 2024 10 2024 10 2024 10 2024 10 2024 10	INV A INV A INV A INV A INV A	4 4 4 4 4	306.00 85.00 194.00 494.00 500.00 195.50 494.50	C-080624 C-080624 C-080624 C-080624 C-080624 C-080624 C-080624 C-080624		UNIFORMS- A. STONE UNIFORMS/ EYTCHISON SHIELD BADGE COLLAR UNIFORMS/K BYNUM UNIFORMS/P MALLET UNIFORMS/MYNATT UNIFORMS- S. CALI UNIFORMS WASHINGTON UNIFORMS BRADSHAW
				ACCOUNT T	OTAL		2,920.00			
017201	614000 BEST-WADE PETROLEUM BEST-WADE PETROLEUM BEST-WADE PETROLEUM	97547	0 0 0	FUEL & OIL 2024 11 2024 11 2024 11	INV A	4	1,637.14	C-080624 C-080624 C-080624		FUEL FOR STATION 1 FUEL FOR STATION 2 FUEL FOR STATION 3
				ACCOUNT T	OTAL		5,233.90			
290 0184 7 2	622100 M2MANAGEMENT SOLUTIO	214	0	PROFESSIONAL 2024 10	INV A			C-080624		FLLET TRACKING SYST
				ACCOUNT T	OTAL		746.30			
	626500 YOUNG LEASING CO YOUNG LEASING CO	INV7011897 INV7013602	0	PRINTING 2024 10 2024 10				C-080624 C-080624		COPIER FEES BILLING FOR PRINTER
				ACCOUNT T	OTAL		482.36			
290 000958	626900 MS STATE FIRE ACADEM	32492	0	TRAVEL & TRA 2024 10		Ą	125.00	C-080624		FIRE SERV CHAPLAIN/



YEAR/PERIOD: 2024/1 TO 2			(
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR		S		WARRANT	CHECK	DESCRIPTION
000958 MS STATE FIRE ACADEM 000958 MS STATE FIRE ACADEM	32523	0 0	2024 10 2024 10				C-080624 C-080624		FIRE INVESTIGATOR-M CERT ADV RESCUE TEC
000958 MS STATE FIRE ACADEM 000958 MS STATE FIRE ACADEM		0	2024 10 2024 10	INV INV		1,230.00 1,095.00	C-080624 C-080624		FIRE OFFICER I & II ROPE RESCUE BECERRA
000958 MS STATE FIRE ACADEM	32618	Ō	2024 11	INV	A	1,230.00 4,720.00			FIRE ORRICER I & II
027295 MOORE BENJAMIN 027295 MOORE BENJAMIN	7-07-24 7-7-24	0	2024 10 2024 10				C-080624		MSFA FIRE SERV
UZ7253 MOURE BENJAMIN	7-7-24	U	2024 10	INA	A	406.00	C-080624		MSFA FIRE OFFICER 1
031646 MID-AMERICA APPL/SOU	147164	0	2024 10	INV	A	90.04	c-080624		GLASS FOR SHELF AT
036825 BECERRA ERIC	7-19-24	0	2024 10	INV	A	174.00	C-080624		HAZ MAT TECH 1
037151 CANADY MACY	7-19-24	0	2024 10	INV	A	174.00	C-080624		HAZ MAT TECH 1
039364 CAMERON LYNNETTE	7-19-24	0	2024 10	INV	A	174.00	C-080624		HAZ MAT TECH 1
			ACCOUNT T	OTAL		5,738.04			
290 630400 020832 EMERGENCY EQUIPMENT	503925	0	MACHINERY & 2024 10			995.74	C-080624		2) SCOTT AV3000 @ F
•			ACCOUNT T	OTAL		995.74			
			ORG 290 T	OTAL		27,580.65			
295	FIRE PRE	VENT							
29S 626102 030629 AMAZON CAPITAL	1WPVWPYLNYJT	0	PUBLIC RELAT 2024 11		A	22.98	C-080624		EQUIPMENT FOR THE F
			ACCOUNT T	OTAL		22.98			
			ORG 295 T	OTAL		22.98			
297	EMS								
297 610701 000567 OESOTO COUNTY BOARD	62524	0	MEDICAL SUPP 2024 10		A	3,800.54	C-080624		MEDICAL SUPPLIES
000582 BOUND TREE MEDICAL 000582 BOUND TREE MEDICAL	85406937 85418749	0	2024 10 2024 10	INV		1,813.90			MEDICAL SUPPLIES
000582 BOUND TREE MEDICAL	85420297	0	2024 10	INV	A	126.99	C-080624 C-080624		MEDICAL SUPPLIES MEDICAL SUPPLIES
000582 BOUND TREE MEDICAL	85433594	0	2024 11	TNA	A	3,006.13	C-080624		MEDICAL SUPPLIES
001147 NEXAIR LLC	12203864	0	2024 10				C-080624		MEDICAL SUPPLIES OX
001147 NEXAIR LLC 001147 NEXAIR LLC	12218969 12226942	0	2024 10 2024 10	INV INV			C-080624 C-080624		MEDICAL SUPPLIES OX MEDICAL SUPPLIES OX



	/PERIOD: 2024/1 TO 20	024/11 INVOICE	PO	YEAR/PR		/D S		WARRANT	CHECK	DECEMBETON
/ ICC0011	17 V ENDOR	INVOICE	FU	TEAR/FR	, ,	. r - ə		WARRANT	CHECK	DESCRIPTION
001147	NEXAIR LLC	12231569	0	2024 10	11	V A	106.92 461.56	C-080624		MEDICAL SUPPLIES OX
016050 016050 016050	HENRY SCHEIN INC HENRY SCHEIN INC HENRY SCHEIN INC HENRY SCHEIN INC HENRY SCHEIN INC	23070944 98575087 99461567 99595536 99595559	0 0 0 0	2024 10 2024 10 2024 11 2024 11 2024 11	NI NI	RM A NV A NV A NV A	1,109.88 19.28 19.28	C-080624 C-080624 C-080624 C-080624 C-080624		CREDIT MEDICAL SUPPLIES MEDICAL SUPPLIES MEDICAL SUPPLIES MEDICAL SUPPLIES
			Ū	2021 11			1,135.71	C 000024		MEDICAL SUFFCIES
027573	TELEFLEX MEDICAL INC	9508757637	0	2024 11	IN	NV A	1,165.50	C-080624		MEDICAL SUPPLIES
				ACCOUNT -	TOTA	λL	9,569.44			
297	611300			MOTOR VEH RE	FPA1	rrs/	MATNT			
000189	HOMER SKELTON FORD	6180081	0	2024 10				C-080624		REPAIRS TO UNIT 1 F
	HOMER SKELTON FORD	6180460	0	2024 10	IN	IV A	75.00	C-080624		MULTI POINT INSPECT
000189	HOMER SKELTON FORD	6181690	0	2024 10	11	√ A	502.52	C-080624		REPAIRS TO UNIT 4 F
							3,248.21			
007304	O'REILLYS AUTO PARTS	1791-257056	0	2024 10	1ì	∜ A	19.99	C-080624		1)2.5 GAL BLUE DEF
027347	AMERICAN TOWING	5969	0	2024 10	IN	ŧV A	400.00	C-080624		TOW FEE UNIT 4 FLT
				ACCOUNT 1	TOTA	λL	3,668.20			
297	612200			MAINTENANCE	EOL	JIPM	ENT & BUILD			
000334	ULINE INC	180292535	0	2024 10	IN	IV A		C-080624		STACKABLE BINS, DIV
020832	EMERGENCY EQUIPMENT	504752	0	2024 11	71	15.7 A	206.00	C-080624		ETDE MUCAN EUC 1 E
020032	EMERGENCI EQUIPMENT	304732	U				206.00	C-080024		FIRE VULCAN EMS 1 F
				ACCOUNT 1	TOTA	AL.	669.27			
297	620901		1	BILLING SERV	VTCE	-5				
	MEDICAL ACCOUNTS REC	115214-IN	0	2024 10			7,107.42	C-080624		MEDICAL BILLING FOR
010211	CDCDIT BUDGALL CVCZCM	307400000434	^	2024 10						
	CREDIT BUREAU SYSTEM	307400000434	0	2024 10	ΤV	V A	923.79	C-080624		EMS COLLECTION FEES
039295	MAESTRO HEALTH	2103-s-2	0	2024 11	IV	IV A	391.81	c-080624		REISSUE REFUND PATI
				ACCOUNT 1	TOTA	AL.	8,423.02			
297 001.147	626900 NEXAIR LLC	12181836	0	TRAVEL & TRA 2024 10			160.75	C-080624		RENTAL FEES FOR TRA
			_							
001339	CREDIT CARD CENTER	7-17-24	0	2024 11	IN	IV A	630.53	C-080624		TRAVEL
014493	ALDERMAN MALENA	71224	0	2024 10	IN	IV A	98.11	C-080624		RENEWAL OF EMS DL 8



YEAR/PERIOD: 2024/1 TO 2			\					
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WAR	RRANT CHECK	DESCRIPTION
038829 HAMMOND ANDREW CLARK	71924	0	2024 10	INV	Α	104.00 C-0	080624	NREMT EXAM FEE
			ACCOUNT T	OTAL		993.39		
		OF	RG 297 T	OTAL		23,323.32		
311	PUBLIC W	DRKS (DEPARTMENT					
311 610400 007600 ODP BUSINESS	371315216001	0	OFFICE SUPPL 2024 11		Α	21.87 C-0	080624	OFFICE SUPPLIES
			ACCOUNT T	OTAL		21.87		
311 611000 000053 ADAPCO INC	137777	0	MATERIALS 2024 10	INV	Α	4,961.50 C-0	080624	MDSQUITO CHEMICALS
000541 TRI COUNTY FARM SERV 000541 TRI COUNTY FARM SERV 000541 TRI COUNTY FARM SERV 000541 TRI COUNTY FARM SERV	1-921495 1-922390	0 0 0 0	2024 10 2024 10 2024 10 2024 10	INV INV INV	A	2,450.00 C-0 2,450.00 C-0 2,575.00 C-0 2,450.00 C-0 9,925.00	080624 080624	MAT MAT MATERIALS MATERIALS
000759 LEHMAN ROBERTS CO 000759 LEHMAN ROBERTS CO 000759 LEHMAN ROBERTS CO 000759 LEHMAN ROBERTS CO	100310 100410 100475 100511	0 0 0 0	2024 10 2024 10 2024 10 2024 10	INV INV INV	A A	388.08 C-0 776.16 C-0 389.62 C-0 388.08 C-0 1,941.94	080624 080624	MATERIALS MATERIALS MAT MATERIALS
001102 SOUTHAVEN SUPPLY	233944	0	2024 11	INV	Α	505.39 C-0	080624	MAT
001130 G & C SUPPLY CO	6955220	0	2024 10	INV	Α	498.00 C-0	080624	STREET SIGNS
001320 MARTIN MACHINE WORKS 001320 MARTIN MACHINE WDRKS 001320 MARTIN MACHINE WORKS	1746	0 0 0	2024 10 2024 10 2024 10	INV INV INV	Α	1,467.00 c-0 983.00 c-0 843.00 c-0 3,293.00	080624	MATERIALS MATERIALS MAT
002951 STATELINE TURF & TRA 002951 STATELINE TURF & TRA		0	2024 10 2024 10	INV INV		2,688.32 C-0 505.29 C-0 3,193.61		MAT MAT
013793 HERNANDO REDI MIX 013793 HERNANDO REDI MIX 013793 HERNANDO REDI MIX 013793 HERNANDO REDI MIX	79908 79951 79991 80098INV	0 0 0 0	2024 10 2024 10 2024 10 2024 10	INV INV INV	A A	961.00 C-0 961.00 C-0 668.00 C-0 746.00 C-0 3,336.00	080624 080624	MATERIALS MATERIALS MATERIALS MAT
030967 EMISSION & COOLING S	3062329	0	2024 10	INV	Α	150.18 C-0	080624	MATERIALS



YEAR/PERIOD: 2024/1 TO 20 ACCOUNT/VENDOR	24/11 INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
035305 TRI STATE GUARDRAIL		0	2024 10	INV	A 18,22	25.00	C-080624		MAT
OJJJOJ TRI STATE GUARDRAIL	13/3/	U	2024 10	INV	29,90	00.00	C-080624		MAT
		•	ACCOUNT T	OTAL	57,70	04.62			
311 611300 000715 THOMPSON MACHINERY	PC600829907	0 MAI	NTENANCE 2024 10			35.00	C-080624		MAT FOR SHOP
000883 AMERICAN TIRE REPAIR	171070	0	2024 10	INV	A 32	22.83	C-080624		MAT FOR SHOP
001114 UNION AUTO PARTS	2864842	0	2024 10	INV	A 26	54.36	C-080624		MAT FOR SHOP
001150 NAPA GENUINE PARTS C	884427	0	2024 10	INV	A 19	95.48	C-080624		MAT FOR SHOP
004070 AUTO ZONE #9	9095917	0	2024 10	INV	A 3	35.63	C-080624		MAT FOR SHOP
006479 AIRGAS USA INC	5509242267	0	2024 10	INV	Α 6	52.13	C-080624		MATERIALS FOR SHOP
007304 O'REILLYS AUTO PARTS	6399-212956 6399-213385 6399-213427 6399-213439 6399-213540 6399-213676 6399-213714	0 0 0 0 0 0 0 0 0	2024 10 2024 10 2024 10	INV INV INV CRM INV INV INV	A 30 A 73 A -4 A 10 A 15 A 12	28.01 04.84 35.77 44.00 37.98 07.97	C-080624 C-080624 C-080624 C-080624 C-080624 C-080624 C-080624 C-080624 C-080624		MATERIALS FOR SHOP MAT FOR SHOP MATERIALS FOR SHOP MATERIALS FOR SHOP CREDIT FROM MAT FOR MATERIALS FOR SHOP MATERIALS FOR SHOP MAT FOR SHOP MAT FOR SHOP
008561 S & H SMALL ENGINES	93378 93850 93876	0 0 0	2024 10 2024 11 2024 11	INV	A 41 A 33	L9.99	C-080624 C-080624 C-080624		MATERIALS FOR SHOP MAT FOR SHOP MAT FOR SHOP
	WO104954 WO105165	0	2024 11 2024 11		A 2,64		C-080624 C-080624		MAT FOR SHOP MAT FOR SHOP
012604 SOUTHLAND TRAILERS	885539	0	2024 10	INV	A 25	50.00	C-080624		MATERIALS FOR SHOP
019588 CCP INDUSTRIES	IN05053999	0	2024 10	INV	A 46	9.25	C-080624		MAT FOR SHOP
020490 INTERSTATE BATTERY S	10102090	0	2024 11	INV	A 55	55.17	C-080624		MAT FOR SHOP
020852 COUGAR SERVICES LLC	305921-1	0	2024 10	INV	A 17	79.63	c-080624		MATERIALS FOR SHOP



FY2024 CLAIMS DOCKET C-080624

YEAR/PERIOD: 2024/1 TO 2 ACCOUNT/VENDOR		PO YEAR.	/DD	TVD C		MADDANT	CHECK	DECCRIPTION
•	INVOICE	70 <u>YEAR,</u>	/ PR	TYP S		WARRANT	CHECK	DESCRIPTION
038865 SNAPPY WINDSHIELD	2	2024	10	INV A	260.00	C-080624		MAT FOR SHOP
038941 BEARD EQUIPMENT CO.	1979087	2024	10	INV A	87.92	C-080624		MAT FOR SHOP
		ACCOU	NT TO	DTAL	8,695.99			
311 612200	24727	MAINTENA	NCE I	EQUIPMENT	F & BUILD	0.000524		
014714 INTEGRATED WIRELES	24737 (ÎNV A		C-080624		MAT/EQUIP
018472 M2MANAGEMENT SOLUTIO	214	2024	10	INV A	87.80	C-080624		FLLET TRACKING SYST
029120 YOUNG LEASING CO	INV6992260 (2024	10	INV A	220.04	C-080624		COPIER SERVICE FOR
037321 MYFIS C WIMS JR	2091			INV A	5,987.50			MAT
037321 MYFIS C WIMS JR 037321 MYFIS C WIMS JR	2092 (2127 (INV A INV A		C-080624		MAT/EQUIP MAT/EQUIP
037321 MYFIS C WIMS JR	2132	2024	10	INV A	2,532.00	C-080624		MAT/EQUIP FOR PW
					14,907.00			
		ACCOU	NT TO	DTAL	15,771.24			
311 612500 013377 CINTAS	4198398431 (UNIFORMS 2024		INV A	500.27	C-080624		UNIFORMS
013377 CINTAS	4199111116	2024	10	INV A	506.20	C-080624		UNIFORMS
013377 CINTAS	4199823755	2024	10	INV A	506.20 1,512.67	C-080624		UNIFORMS
		ACC0111	NT T/		<u> </u>			
		ACCOU			1,512.67			
311 622100 019700 CHOICE TOWING	83592	PROFESSIO 2024		SERVICES INV A		C-080624		TOWING FOR SHOP
		ACCOU	NT TO	TAI.	65.00			
211 626000				JIAL	03.00			
311 626000 001388 HORN LAKE WATER ASSO	57000	UTILITIE: 2024		INV A	178.92	C-080624		5813 PEPPERCHASE DR
		ACC0UI	NT TO	DTAL	178.92			
		ORG 311	т	DTAL	83,950.31			
411	PARKS DEPA				,			
411 610400		OFFICE S				- 00000		
006685 DEX IMAGING 006685 DEX IMAGING	AR11607157 (AR11607158 (INV A INV A		C-080624 C-080624		COPY CONTRACT PARKS COPY CONTRACT GOLF
	-				72.35	·		
007600 ODP BUSINESS	373733455001	2024	10	INV A	117.18	C-080624		SUPPLIES

20



YEAR/PERIOD: 2024/1 TO 2	024/11 INVOICE	P0	YEAR/PR	ΤΥ	p s		WARRANT	CHECK	DESCRIPTION
029120 YOUNG LEASING CO 029120 YOUNG LEASING CO 029120 YOUNG LEASING CO 029120 YOUNG LEASING CO	INV7019953 INV7023115 INV7031939 INV7036621	0 0 0 0	2024 10 2024 10 2024 10 2024 11	IN IN	V A V A V A	9.75 24.04 18.35	C-080624 C-080624 C-080624 C-080624		COPY CONTRACT PARKS COPY CONTRACT PARKS COPY CONTRACT PARKS COPY CONTRACT PARKS
		,	ACCOUNT ?	тота	L	294.84			
411 611300 009578 GATEWAY TIRE & SERVI	171185	MAII 0	NTENANCE 2024 10				C-080624		TRUCK TIRES
		,	ACCOUNT -	TOTA	L	1,383.20			
411 612200 000308 MAINTENANCE SUPPLY 000308 MAINTENANCE SUPPLY 000308 MAINTENANCE SUPPLY	246371	0 0 0 0	VTENANCE 2024 10 2024 11 2024 11	NI NI	V A V A	98.45	C-080624 C-080624 C-080624		ZIPTIES HARDWARE HARDWARE
000312 BOB LADD & ASSOCIATE 000312 BOB LADD & ASSOCIATE 000312 BOB LADD & ASSOCIATE	1-27293	0 0 24000235	2024 10 2024 11 2024 11	ΙN	V A	465.50			SOLENOID REEL/LAP, SANDING D GDLF CARTS AND CARR
000826 JERRY PATE TURF & IR	\$32496	0	2024 10	IN	V A	356.34	C-080624		SEAL KIT
001099 NORTH MS PEST CONTRO	132-01282133	0	2024 10	IN	V A	489.00	C-080624		PEST CONTROL
001102 SOUTHAVEN SUPPLY 001102 SOUTHAVEN SUPPLY	233502 233503	0	2024 10 2024 10				C-080624 C-080624		MISC SUPPLIES HARDWARE
001150 NAPA GENUINE PARTS C 001150 NAPA GENUINE PARTS C 001150 NAPA GENUINE PARTS C 001150 NAPA GENUINE PARTS C	447057 447299	0 0 0 0	2024 10 2024 10 2024 10 2024 10	IN IN	V A V A	876.17 16.58	C-080624 C-080624 C-080624 C-080624		SOCKET SET OIL DRUM WIPER BLADES ANTIFREEZE, OIL
002768 KEELING IRRIGATION 002768 KEELING IRRIGATION 002768 KEELING IRRIGATION 002768 KEELING IRRIGATION	\$4546019 \$4546052 \$4552104 \$4552231	0 0 0 0	2024 10 2024 10 2024 11 2024 11	IN IN	V A V A	52.24 206.33	C-080624 C-080624 C-080624 C-080624		HUNTER 2 GLOBE VALV SLIP PIPE REPAIR HARDWARE VARIABLE ARC NOZZLE
002951 STATELINE TURF & TRA 002951 STATELINE TURF & TRA		0 0	2024 10 2024 10				C-080624 C-080624		FILTERS & OIL EDGER BLADE



YEAR/PERIOD: 2024/1 TO 2 ACCOUNT/VENDOR	024/11 INVOICE	PO	_YEAR/PR	TYP	s465.	WARRANT	CHECK	DESCRIPTION
009578 GATEWAY TIRE & SERVI 009578 GATEWAY TIRE & SERVI 009578 GATEWAY TIRE & SERVI	171058	0 0 0	2024 10 2024 10 2024 10	INV INV INV	A 653. A 48.	00 C-080624 65 C-080624 76 C-080624		TRAILOR TIRES GOLF CART TIRES TRAILER TIRES
013377 CINTAS	4198219769 4198220118 4198397671 4198945897 4198946598 4199110231 4199660583 4199660991 4199823351 4200374608 4200375112	0 0 0 0 0 0 0 0 0	2024 10 2024 10	INV INV INV INV INV INV INV	A 109. A 90. A 155. A 109. A 90. A 172. A 109. A 90. A 181.	20 C-080624 64 C-080624 70 C-080624 20 C-080624 64 C-080624 70 C-080624 98 C-080624 64 C-080624 70 C-080624 64 C-080624 64 C-080624		MATS TOWELS, MATS, AIR F MATS MATS TOWELS, MATS, AIR F MATS MATS TOWEL, MAT AIR FRES MAT MAT TOWEL TOWEL, AIR FRESHENE
020449 FINAL TOUCH SECURITY	88807	0	2024 11	INV	· · · · · · · · · · · · · · · · · · ·	00 C-080624		SERV CALL- BANK PLU
028212 UNITED REFRIGERATION	97410106	0	2024 10	INV	A 11.	25 C-080624		CAPACITOR
039418 SKUNK WERKS, LLC	2257	0	2024 10	INV	A 180.	00 C-080624		AIR FRESHENER
			ACCOUNT TO	DTAL	74,619.	43		
411 612201 001056 BWI MEMPHIS 001056 BWI MEMPHIS 001056 BWI MEMPHIS	18580006 18586191 18586830	PAR 0 0 0	K MAINTEN 2024 10 2024 10 2024 10	INV INV	A 678.3 A 1.415.5	23 C-080624 48 C-080624 35 C-080624		HERBICIDE HERBICIDE BWI MEASURE PITCHER
001540 MURPHY & SONS, INC.	4461	0	2024 10	INV	A 1,950.	00 C-080624		CHERRY VALLEY DOOR
007823 AMERICAN PAPER & TWI 007823 AMERICAN PAPER & TWI 007823 AMERICAN PAPER & TWI 007823 AMERICAN PAPER & TWI 007823 AMERICAN PAPER & TWI	4986352 4990341 4997326	0 0 0 0	2024 10	INV INV	A 24. A 948. A 527.	98 C-080624 57 C-080624 17 C-080624 26 C-080624 28 C-080624		JANITORAL JANITORAL JANITORIAL JANITORAL JANITORIAL
019230 WASTE PRO-MEMPHIS 019230 WASTE PRO-MEMPHIS 019230 WASTE PRO-MEMPHIS 019230 WASTE PRO-MEMPHIS	1112416 1112464 1112519 1114629	0 0 0 0	2024 10 2024 10 2024 10 2024 10	INV INV	A 10,002.9 A 1.172.0	00 C-080624 91 C-080624 00 C-080624 91 C-080624		TRASH @ SNOWDEN LN TRASH @ SUNSET LOOP TRASH @ HWY 51 N TRASH @ HWY 51 N



YEAR/PERIOD: 2024/1 TO 20 ACCOUNT/VENDOR	024/11 INVOICE	PO	YEAR/PR	TYP :	5	WARRANT	CHECK	DESCRIPTION
019230 WASTE PRO-MEMPHIS 019230 WASTE PRO-MEMPHIS 019230 WASTE PRO-MEMPHIS 019230 WASTE PRO-MEMPHIS	1114630 1114631 1114632 1114633	0 0 0 0	2024 11 2024 10 2024 10 2024 10	INV / INV / INV /	79.71 20.32	C-080624 C-080624 C-080624 C-080624		TRASH @ STATELINE TRASH @ STOWEWOOD TRASH @ SWINNEA RD TRASH @ PINE TAR AL
024249 SITEONE LANDSCAPE SU 024249 SITEONE LANDSCAPE SU		0	2024 10 2024 11			C-080624 C-080624		MOISTURE MANAGER LIQUID HERBICIDE
026449 KELLY SEPTIC SER 026449 KELLY SEPTIC SER	32024 32149	0	2024 10 2024 10			C-080624 C-080624		PORTA POTTY SERV PORTA POTTY SERV
028607 WINSTEAO TURF FARMS	49505	0	2024 10	INV /	1,240.00	C-080624		SOD
029763 GREAT SOUTHERN RECRE	812557	0	2024 10	INV /	4,995.00	C-080624		TRASH RECEPTACLE NE
034228 D.A.B. BUILDERS LLC	102116	0	2024 11	INV /	1,834.00	C-080624		REMOVED DAMAGED CHA
			ACCOUNT TO	OTAL	32,376.94			
411 612300 006738 CALLAWAY GOLF 006738 CALLAWAY GOLF	938602157 938609490	0	MUNICIPAL GO 2024 10 2024 10	INV /	176.76	C-080624 C-080624		GOLF BALLS GOLF GLOVES
			ACCOUNT TO	DTAL	394.58			
411 612500 003011 M & M PROMOTIONS	102856	0	UNIFORMS 2024 10	INV /	782.50	C-080624		UNIFORMS
			ACCOUNT TO	OTAL	782.50			
411 613100 026597 ACTIVE SPORTS	128430	0	BALL EQUIPME 2024 10	INV /	1,201.30	C-080624		BASKET, SPONGE ROLL
033222 THE SOCCER CORNER 033222 THE SOCCER CORNER	89531 89566	0	2024 10 2024 11			C-080624 C-080624		SOCCER GOALS SOCCER BALLS CORNER
			ACCOUNT TO	OTAL	7,539.00			
411 613400 030629 AMAZON CAPITAL 030629 AMAZON CAPITAL	1FT34FFNJRQ4 1JKCJT149FLM	0	COMMUNITY EV 2024 10 2024 11	INV /		C-080624 C-080624		POWERSTATION PARTY DECOR-FOREVER



YEAR/PERIOD: 2024/1 TO 2 ACCOUNT/VENDOR	2024/11 INVOICE	PO	YEAR/PR	TVD C	LIA DO ANT	SUECK DESCRIPTION
ACCOUNTY VENDOR	INVOICE	PU	TEAR/PR	YP 5		CHECK DESCRIPTION
					372.89	
			ACCOUNT T	DTAL	372.89	
411 614000 000339 SAYLE OIL CO INC	795479	0	FUEL & OIL 2024 10	INV A	1,062.33 c-080624	FUEL-GOLF
			ACCOUNT TO	OTAL	1,062.33	
411 622100 040043 EQUIPMENT SHARE	MEM~3969569-1	0	PROFESSIONAL 2024 10		1,440.29 C-080624	ARTICULATION BOOM L
			ACCOUNT TO	DTAL	1,440.29	
411 626000 016529 DIRECTV	18993796x240709	0	UTILITIES 2024 10	INV A	313.29 C-080624	TV SERV- INV# 01899
039512 RINGCENTRAL INC. 039512 RINGCENTRAL INC. 039512 RINGCENTRAL INC. 039512 RINGCENTRAL INC. 039512 RINGCENTRAL INC.	CD-000815991 CD-000815994 CD-000825669 CD-000849263 CD-000873281	0 0 0 0	2024 11	INV A INV A INV A	810.98 C-080624 188.05 C-080624 189.74 C-080624 213.42 C-080624 188.22 C-080624	PHONE INSTALLATION PHONE INSTALLATION PHONE INSTALLATION PHONE INSTALLATION PHONE INSTALLATION
			ACCOUNT TO	OTAL	1,903.70	
411 627901 011508 DOCKERY LAWRENCE	7-7-24	0	UMPIRES 2024 10	INV A	100.00 C-080624	SPRING 2024 SOCCER
015810 MEARS MICHAEL	7-7-24	0	2024 10	INV A	95.00 C-080624	SPRING 2024 SOCCER
018253 CHAN DAVID	7-7-24	0	2024 10	INV A	130.00 C-080624	SPRING 2024 SOCCER
031322 VASQUEZ GEORGE	7-7-24	0	2024 10	INV A	335.00 C-080624	SPRING 2024 SOCCER
036319 TOWELL ETHAN	7-7-24	0	2024 10	INV A	45.00 C-080624	SPRING 2024 SOCCER
037197 GRAHAM CANAAN	7-7-24	0	2024 10	INV A	90.00 C-080624	SPRING 2024 SOCCER
039055 SALTER CORY	7-7-24	0	2024 10	INV A	210.00 C-080624	SPRING 2024 SOCCER
			2024 10			
039056 TAYLOR BRIEN	7-7-24	0	2024 10	INV A	75.00 C-080624	SPRING 2024 SOCCER
039056 TAYLOR BRIEN	7-7-24	0	ACCOUNT TO		75.00 C-080624 1,080.00	SPRING 2024 SOCCER
039056 TAYLOR BRIEN	7-7-24	0	ACCOUNT TO			SPRING 2024 SOCCER
039056 TAYLOR BRIEN 412 412 412 612400	7-7-24 PARK TO		ACCOUNT TO	OTAL	1,080.00	SPRING 2024 SOCCER



YEAR/PERIOD: 2024/1 TO 2 ACCOUNT/VENDOR	024/11 INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
000305 MEMPHIS ICE MACHINE	40192888	0	2024 11	INV	A	431.13 1,089.10	C-080624		WATER INLET VALVE R
003011 M & M PROMOTIONS 003011 M & M PROMOTIONS 003011 M & M PROMOTIONS	102865 102896 102897	0 0 0	2024 10 2024 10 2024 10	INV	Α	513.00	C-080624 C-080624 C-080624		SHIRT RESALE SHIRT RESALE LANYARD
003538 SYSCO CORPORATION 003538 SYSCO CORPORATION 003538 SYSCO CORPORATION 003538 SYSCO CORPORATION	414630112 414640514 414647737 414655163	0 0 0 0	2024 10 2024 10 2024 10 2024 10	INV INV	A A	297.60 948.20	C-080624 C-080624 C-080624 C-080624		CONCESSION CONCESSION CONCESSION CONCESSIONS
005075 CHICK-FIL-A 005075 CHICK-FIL-A 005075 CHICK-FIL-A 005075 CHICK-FIL-A	14484183 716-052024 716-062024 716-072024	0 0 0 0	2024 10 2024 11 2024 11 2024 11	INV INV	A	1,650.00	C-080624		CONCESSION CONCESSIONS CONCESSIONS CONCESSIONS
010700 STANDARD COFFEE SERV	227098270724	0	2024 10	INV	Α	80.92	C-080624		GALLON WATERS
022105 NCR CORPORATION	6504268604	0	2024 11	INV	Α	818.97	C-080624		ALOHA SUPPORT
022806 PEPSI BEVERAGES COMP 022806 PEPSI BEVERAGES COMP		0	2024 1 1 2024 1 1				C-080624 C-080624		PEPSI RESALE-CONCES PEPSI RESALE-CONCES
024982 SMITTY'S SLICES LLC 024982 SMITTY'S SLICES LLC		0	2024 10 2024 10				C-080624 C-080624		PIZZA RESALE PIZZA RESALE
035925 KB ENTERPRISES	40006	0	2024 11	INV	Α	823.45	C-080624		MINI MELTS- CONCESS
037416 STUD MUFFINS LLC 037416 STUD MUFFINS LLC 037416 STUD MUFFINS LLC 037416 STUD MUFFINS LLC	424 524 624 724	0 0 0 0	2024 10 2024 10 2024 10 2024 10	INV	A A	2,240.00 1,040.00	C-080624 C-080624 C-080624 C-080624		LOADED TEAS- CONCES LOADED TEAS-CONCESS LOADED TEAS-CONCESS LOADED TEAS CONCESS
			ACCOUNT T	ΓΟΤΑL		27,299.67			
412 622100 007622 MIDSOUTH SPORTS PROD	777	O PRO	OFESSIONAL 2024 10			11,250.00	C-080624		BASEBALL CONTRACT A



	PERIOD: 2024/1 TO 20 VVENDOR	024/11 INVOICE	PO	YEAR/PR	TYP_S	WAR	RANT CHECK DESC	CRIPTION
	KALISAK ROSEMARY	JULY2024	0	2024 10				TBALL CONTRACT J
		•		ACCOUNT 3	TOTAL	15,625.00		
412	626102			PROMOTIONS				
	NEWTONS TROPHY	148	0	2024 11	INV A	350.00 C-0	80624 TRO	PHIES & MEDALS T
002630	SCOREBOARD SPECIALIS	1064	0	2024 10	INV A	2,610.00 C-0	80624 SCO	REBOARD REPAIR
017026	ELECTRO-MECH	40681-IN	0	2024 10	INV A	102.00 C-0	80624 SCO	REBOARD HOUSING
033643	MISSION AWARDS INC	22042	0	2024 10	INV A	1,965.00 C-0	80624 soco	CER AWARDS
034906	GLOBAL AWARDS, LLC	3360	0	2024 11	INV A	3,050.00 C-0	80624 BASE	EBALL MULTIPACK
				ACCOUNT	TOTAL.	8,077.00		
412 015545	627901 KLINCK ZACHARY A	7-7-24	0	TOURNAMENT U 2024 10			80624 SPRI	ING 2024 SOCCER
				ACCOUNT 1	TOTAL .	390.00		
				ORG 412	ΓΟΤΑL	51,391.67		
420	522400	FO	REVER YOUN	G SENIOR SERV				
420 004489	622100 JOHNSON CINDY	276-24	0	PROFESSIONAL 2024 10		630.00 C-0	80624 AERO	OBIC'S INST
	GORDON LUCIA	4-24	0	2024 10				A CLASS
	GORDON LUCIA GORDON LUCIA	5-24 6-24	0	2024 10 2024 10				A CLASS A CLASS
0-0			-			1,040.00	,,,,	
013370	CAIN, MARY	7-2024	0	2024 10	INV A	180.00 C-0	80624 LINE	E DANCE
015915	WISEMAN CYNTHIA	79-24	0	2024 10	INV A	315.00 C-0	80624 AERO	OBIC'S
018134	FORRESTER SHERRY	607-24	0	2024 10	INV A	630.00 C-0	80624 INS	TRUCTOR
	CAIN LINDA A	708-24	0	2024 10				E DANCE
	CAIN LINDA A CAIN LINDA A	715-24 722-24	0 0	2024 10 2024 10	INV A	60.00 C-0		E DANCE INST E DANCE
						180.00		
029120	YOUNG LEASING CO	INV7036622	0	2024 11	INV A	1,287.53 C-0	80624 COPY	Y CONTRACT FOREV
034218	SMITH DEBORAH E	7-24	0	2024 10	INV A	525.00 C-0	80624 AERO	OBICS CLASSES



YEAR/PERIOD: 2024/1 TO 2024/11 ACCOUNT/VENDOR INVOICE	PO YEAR/PR TYP S	LIADDANT CUE	
/INVOICE		WARRANT CHEC	CK DESCRIPTION
F11	ORG 420 TOTAL	4,787.53	
511 610100	IMAL CONTROL CLEANING SUPPLIES		
000210 HILL MANFACTURING CO 177024	0 2024 10 INV A	145.39 C-080624	CLEANING SUPPLIES
	ACCOUNT TOTAL	145.39	
511 610400 019588 CCP INDUSTRIES INV05043246	OFFICE SUPPLIES 0 2024 10 INV A	168.92 C-080624	OFFICE SUPPLIES
	ACCOUNT TOTAL	168.92	
511 611000 010919 TRACTOR SUPPLY CREDI 1164011699 010919 TRACTOR SUPPLY CREDI 1164709368	MATERIALS 0 2024 10 INV A 0 2024 11 INV A	75.06 C-080624	MATERIALS ,
010313 TRACTOR SUPPLY CREDI 1104703300	0 2024 11 1NV A	44.94 C-080624 120.00	MATERIALS/FEED FOR
	ACCOUNT TOTAL	120.00	
511 612500 003011 m & m PROMOTIONS 102898	UNIFORMS 0 2024 10 INV A	294.00 C-080624	UNIFORMS
	ACCOUNT TOTAL	294.00	
511 614900	FEED FOR ANIMALS		
010919 TRACTOR SUPPLY CREDI 1163354825 010919 TRACTOR SUPPLY CREDI 1164709368	0 2024 10 INV A 0 2024 11 INV A	56.69 C-080624 105.82 C-080624	FEED ANIMALS MATERIALS/FEED FOR
		162.51	FIRTERIALS/TEED TOR
012713 HILL'S PET NUTRITION 250049521 012713 HILL'S PET NUTRITION 250121260	0 2024 10 INV A 0 2024 10 INV A	186.35 C-080624	FEED ANIMALS
V12/13 HILL 3 FET MOTRITION 230121200	0 2024 10 INV A	186.35 C-080624 372.70	FEED ANIMALS
	ACCOUNT TOTAL	535.21	
511 622100	PROFESSIONAL SERVICES		
000500 DESOTO COUNTY ANIMAL 250267	0 2024 10 INV A	1,732.60 C-080624	PROF SERV
017049 ANIMAL HEALTH INTERN 9014792540	0 2024 10 INV A	200.25 C-080624	PROF SERV
	ACCOUNT TOTAL	1,932.85	
	ORG 511 TOTAL	3,196.37	ē.
902 GEN 902 614000	IERAL EXPENSES CITY GAS PUMPS		
017201 BEST-WADE PETROLEUM 95994 017201 BEST-WADE PETROLEUM 95995	24000243 2024 10 INV A 24000243 2024 10 INV A	7,444.41 C-080624 8,848.17 C-080624	FUEL ORDER-MAY 8LVD FUEL ORDER- PEPPERC



YEAR/PERIOD: 2024/1 TO 20									
ACCOUNT/VENDOR	INVOICE	P0	YEAR/P	R	TYP S		WARRANT	CHECK	DESCRIPTION _
017201 BEST-WADE PETROLEUM 017201 BEST-WADE PETROLEUM			13 2024 1 13 2024 1				3.96 C-08062 3.81 C-08062		FUEL ORDER-MAY BLVD FUEL ORDER-PEPPERCH
			ACCOUNT	тот	TAL	34,335	35		
902 620750 028454 CHANDLERS LAWN SER	75080	0	ANDSCAPE : 2024 1				5.50 C-08062	4	CITY HALL- UPGRADE
			ACCOUNT	TO	TAL	2,356	5.50		
902 620902 000232 MATHESON & ASSOC LLC 000232 MATHESON & ASSOC LLC 000232 MATHESON & ASSOC LLC	24140	6 0 0 0	ACILITIES 2024 1 2024 1 2024 1	0 1	INV A	130	0.00 C-08062 0.00 C-08062 0.00 C-08062	4	TENNIS BLDG FIRE AL FEMA-UPDATE CELLULA FEMA BLDG MONITORIN
000233 QUARLES FIRE PROTEC	2024-731 2024-736 2024-738 2024-748 2024-749 2024-754 2024-755	0 0 0 0 0 0 0 0	2024 1. 2024 1. 2024 1. 2024 1. 2024 1. 2024 1. 2024 1. 2024 1.	0 1 0 1 0 1 0 1 0 1	INV A INV A INV A INV A INV A	200 150 150 150 150 150 150	0.00 C-08062 0.00 C-08062 0.00 C-08062 0.00 C-08062 0.00 C-08062 0.00 C-08062 0.00 C-08062 0.00 C-08062	4 4 4 4 4 4	FEMA ARENA UTILITIES BLDG COURT LIBRARY SPD FIRE INSPECTION PARKS OFFICE BLDG PARK SHOP WEST PRECINCT-FIRE
000469 TRI-STAR COMPANIES,	тс22236	0	2024 1	0]	INV A	4,320	0.00 c-08062	4	ARENA SERV CALL FOR
001099 NORTH MS PEST CONTRO 001099 NORTH MS PEST CONTRO 001099 NORTH MS PEST CONTRO 001099 NORTH MS PEST CONTRO	132-01300200 132-01302998	0 0 0 0	2024 10 2024 10 2024 10 2024 10	0 1	INV A INV A INV A	755 755	3.00 C-08062 5.00 C-08062 6.00 C-08062 0.00 C-08062	4 4	JUNE SERV-SNOWDEN H JUNE SERV MONTHLY PEST CONTRO TRAFFIC BLDG PEST C
007823 AMERICAN PAPER & TWI	4985832	0	2024 1	0 1	INV A	. 290	.33 C-08062	4	SUPPLIES
008127 WASTE CONNECTIONS OF	7311293w010 7312210w010 7313226w010 7315250w010	0 0 0 0 0	2024 10 2024 10 2024 10 2024 10 2024 10 2024 10	0 1 0 1 0 1	INV A INV A INV A	777 246 591 334	3.80 C-08062 7.72 C-08062 5.08 C-08062 5.30 C-08062 1.80 C-08062 1.80 C-08062	4 4 4 4	CITY HALL LIBRARY RANGE DUMPSTER WEST PRECINCT UT DUMPSTER IT BLDG
012714 IRON MOUNTAIN	JNLL574	0	2024 1	0 1	INV A	5,693	.06 c-08062	4	DOCUMENT STORAGE IN



YEAR/PERIOD: 2024/1 TO 20	024/11 INVOICE	DO.	VEAR /DR	T \((1)	2.6		(11001)		
ACCOUNT/ VENDOR	TWAOICE	PO	YEAR/PR	I Y I	' 5	_	WARRANT	CHECK	DESCRIPTION
016517 UPCHURCH SERVICES, L 016517 UPCHURCH SERVICES, L 016517 UPCHURCH SERVICES, L 016517 UPCHURCH SERVICES, L 016517 UPCHURCH SERVICES, L	242798 243630 245780	0 0 0 0	2024 10 2024 10 2024 10 2024 10 2024 10	IN\ IN\ IN\	/ A / A / A	1,209.88	C-080624 C-080624		BACK FLOW ANNUAL IN 3RD FLOOR CITY HALL CITY HALL 3RD FLOOR F.S #3 LEAK REPAIR CITY HALL 2ND FLOOR
025816 SCHINDLER ELEVATOR	7153956846	0	2024 10	IN\	/ A	750.31	C-080624		SERV CALL-BRIDGE
027023 ELEVATOR SAFETY INSP 027023 ELEVATOR SAFETY INSP 027023 ELEVATOR SAFETY INSP	MS-7005	0 0 0	2024 10 2024 10 2024 10	IN۱	/ A	235.00	C-080624 C-080624 C-080624		CITY HALL ELEVATOR PARKS DEPT ELEVATOR FOREVER YOUNG ELEVA
028212 UNITED REFRIGERATION	96913630	0	2024 10	IN	/ A	2,016.35	C-080624		NEW HVAC UNIT FOR U
034076 FLAGCENTER.COM LLC	FC24-1622	0	2024 10	IN\	/ A	2,415.00	C-080624		8X12 MS & CITY FLA
036442 FIRST IN EMERGENCY L	1032	0	2024 10	IN\	/ A	2,444.00	C-080624		EM LIGHT INSPECTION
037576 TRANE U.S. INC.	17300639	24000257	2024 11	IN\	/ A	7,332.42	C-080624		WEST PRECINCT SOUTH
039760 DESOTO SHRED LLC 039760 DESOTO SHRED LLC 039760 DESOTO SHRED LLC 039760 DESOTO SHRED LLC	149 151 161 165	0 0 0	2024 10 2024 10 2024 10 2024 10	IN\ IN\	/ A / A	62.68 177.41	C-080624 C-080624 C-080624 C-080624		SPD,WEST PRECINCT, FS #1 & 4 PAPER SHR CITY HALL, COURT, S FS 2 & 4 PAPER SHRE
040043 EQUIPMENT SHARE 040043 EQUIPMENT SHARE 040043 EQUIPMENT SHARE 040043 EQUIPMENT SHARE	MEM-3865866 MEM-3865866-0001 MEM-3974713-000 MEM-3974713-0001 MEM3871460 MEM3871460-1	0 0 0 0 0	2024 10 2024 10 2024 10 2024 10 2024 10 2024 10	IN/ IN/ IN/	/ A / A / A	469.40 637.28 125.00 2,566.32	C-080624 C-080624 C-080624 C-080624 C-080624 C-080624		LIFT RENTAL LIFT RENTAL LIFT RENTAL BALLFIE MEM-3974713-0001 PI LIFT FOR ARENA LIGH LIFT FOR ARENA LIGH
		Į.	ACCOUNT -	TOTAL	Ē	46,489.41			
902 620903 016747 M & A SUPPLY	2292756	FAC3 24000213	LITIES A 2024 10			rs 6,595.00	C-080624		PARKS MAIN BUILDING
028212 UNITED REFRIGERATION	96731843	0	2024 10	INV	′ A	4,734.51	c-080624		PARKS REPLACEMENT H
		A	ACCOUNT -	TOTAL	į	11,329.51			
902 625220 009591 TRI FIRMA	6656	0 STRE	ET MAIN 2024 11			15,340.43	C-080624		DRAINAGE MAINT



FY2024 CLAIMS DOCKET C-080624

YEAR/PERIOD: 2024/1 TO 20 ACCOUNT/VENDOR	024/11 INVOICE PO	- YEAR/PR TYP S	WARRANT	CHECK DESCRIPTION
009591 TRI FIRMA 009591 TRI FIRMA 009591 TRI FIRMA 009591 TRI FIRMA 009591 TRI FIRMA 009591 TRI FIRMA 009591 TRI FIRMA	6657 0 6660 0 6663 0 6664 0 6665 0 6666 0 6670 0	2024 11 INV A 2024 10 INV A 2024 10 INV A 2024 10 INV A 2024 11 INV A 2024 11 INV A 2024 11 INV A	5,038.09 C-080624 4,881.21 C-080624 1,637.82 C-080624 2,339.22 C-080624 9,789.53 C-080624 4,700.83 C-080624 6,400.92 C-080624	DRAINAGE MAINT
		ACCOUNT TOTAL	50,128.05	
902 625520 000497 DESOTO COUNTY ELECTR 000497 DESOTO COUNTY ELECTR 000497 DESOTO COUNTY ELECTR 000497 DESOTO COUNTY ELECTR	8960 0 8971 0	TRAFFIC SIGNALS 2024 10 INV A 2024 10 INV A 2024 10 INV A 2024 11 INV A	1,988.83 C-080624 127.63 C-080624 248.04 C-080624 709.90 C-080624 3,074.40	SIGNAL REPAIR SIGNAL REPAIR SIGNAL REPAIR SIGNAL REPAIR
		ACCOUNT TOTAL	3,074.40	
		ORG 902 TOTAL	147,713.22	
904 904 622100 038221 MAYO MALLETTE PLLC	LITIGATION 24328 0	LEGAL SERVICES 2024 10 INV A	1,918.62 C-080624	SH PORTION 22% TAX
		ACCOUNT TOTAL	1,918.62	
		ORG 904 TOTAL	1,918.62	
FUND 0010 GE	NERAL FUND	TOTAL:	692,728.02	

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FY2024 CLAIMS DOCKET C-080624

YEAR/PERIOD: 2024/1 TO 20 ACCOUNT/VENDOR		PO	YEAR/PR	TYP	s	WARRANT	CHECK	DESCRIPTION
611 611 623800	SPECIAL A		MENTS EXPEND PARK IMPROVE		;			
001540 MURPHY & SONS, INC.	PAYAPP4TENNIS	0	2024 11			638,988.05 C-080624		TENNIS PAYAPP4
			ACCOUNT 1	TOTAL		638,988.05		
611 626200 002948 SUNBELT RENTALS	155959598	0	DIZZY DEAN 2024 11	INV	Α	1,568.26 C-080624		FAN RENTAL DIZZY DE
004597 CORKY'S OLIVE BRANCH	ов008076	0	2024 10	INV	Α	557.24 C-080624		CATERING-PER DIZZY
			ACCOUNT 1	TOTAL		2,125.50		
		ORG	G 61 1 1	TOTAL		641,113.55		
FUND 0240 TOL	RIST & CONVENTION		· ·	TOTAL		641,113.55		

Report generated: 08/02/2024 07:52 User: 1540afer Program ID: apinvgla



YEAR/PERIOD: 2024/1 TO ACCOUNT/VENDOR	2024/11 INVOICE	PO YEAR/PR TYP S	WARRANT CHECK DE	ESCRIPTION
0400 0400 130700 039894 DURHAN SHANNON	UTILITY 7-12-24	Y FUND ACCOUNTS RECEIVABLE 0 2024 10 INV A 57.9	0 с-080624 ит	TILITY REFUND
		ACCOUNT TOTAL 57.9 ORG 0400 TOTAL 57.9		
811 811 650902 004646 DESOTO COUNTY REGIO		Y EXPENSE ACCOUNTS DWI LOAN PAYMENT 0 2024 11 INV A 104,931.1 ACCOUNT TOTAL .104,931.1		JG 2024 SEWER TREA
		ORG 811 TOTAL 104,931.1		
815 815 625300 009591 TRI FIRMA 009591 TRI FIRMA 009591 TRI FIRMA 009591 TRI FIRMA	UTILITY 6659 6661 6662 6667 6668	0 2024 11 INV A 4,953.2 0 2024 11 INV A 4,111.7 0 2024 11 INV A 2,476.7	3 C-080624 ST 5 C-080624 ST 4 C-080624 RE 4 C-080624 RE	HADY WIND DR SEWER FARLANDING SEWER T FARLANDING FIRE ST EPAIRS TO DRIVE ON ELOCATE FIRE HYDRA
		ACCOUNT TOTAL 27,509.0		
820 820 610400 007600 ODP BUSINESS	UTILITY 370691657001	ORG 815 TOTAL 27,509.0 Y ADMINISTRATIVE EXPENSE OFFICE SUPPLIES 0 2024 10 INV A 171.9		NK FOR PRINTER
020454 DIRECTFX	M57302	0 2024 10 INV A 120.0	D C-080624 BU	JSINESS CARDS
030629 AMAZON CAPITAL 030629 AMAZON CAPITAL	1V71QCMN9H4D 1YNF99D9M3JV		9 C-080624 CL	RINTER INK FOR DOR LEANING SUPPLIES
		ACCOUNT TOTAL 613.1	5	
820 626500 006685 DEX IMAGING	AR11582611			212296 WATER DEPT
820 626000		ACCOUNT TOTAL 81.7	ł	
820 626900 002494 MGM RESORTS INTL	AR14951	TRAVEL & TRAINING 0 2024 10 INV A 1,648.0	0 с-080624 мм	ML 2024 CITY OF SO



YEAR/PERIOD: 2024/1 TO 2	024/11								•
ACCOUNT/VENDOR	INVOICE	P0	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
			ACCOUNT T	OTAL		1,648.00			
		ORG 8	20 т	OTAL		2,342.89			
825	UTILITY	MAINTENAN		SES					
825 611000 000239 QUALITY LANDSCAPE &	237132	MAT 0	ERIALS 2024 10	INV	Α	2,140.00	C-080624		MATERIALS TO REPAIR
000398 SMC LIGHTING SUPPLY	143122	0	2024 11	INV	Α	1,333.00	C-080624		GREENBROOK LIGHTING
000668 COUGAR CHEMICAL	319120	0	2024 11	INV	Α	•	C-080624		VALVES
000687 SOUTHERN PIPE & SUPP	9762140	0	2024 10	INV	A	243.48	C-080624		MTR BOXES & CUTTING
000915 HOME DEPOT CREDIT SE		0		INV			C-080624		MISC TOOLS FOR CREW
000915 HOME DEPOT CREDIT SE 000915 HOME DEPOT CREDIT SE	45399	Ŏ 0	2024 10 2024 11	INV	A	26.37	C-080624		DRILL BIT
000313 HOME DEPOT CREDIT SE	76699	U	2024 11	TWA	A	688.83	C-080624		AIR MOVER & PINE ST
001102 SOUTHAVEN SUPPLY	232276	0	2024 10	INV	Α	1,362.57	C-080624		MISC SUPPLIES FOR C
001150 NAPA GENUINE PARTS C	885509	0	2024 11	INV	Α	260.32	C-080624		BATTERY
001952 OIXIE DOOR COMPANY	9208	0	2024 10	INV	Α	768.00	C-080624		REPLACED DOORS
002869 VULCAN MATERIALS	1358194	0	2024 10	INV	Α	860.41	C-080624		ROCK
004494 J R STEWART	37347	0	2024 11	INV	Α	560.56	C-080624		START RELAYS & PUMP
007304 O'REILLYS AUTO PARTS		0	2024 10				C-080624		SCRATCH KIT FOR TRK
007304 O'REILLYS AUTO PARTS 007304 O'REILLYS AUTO PARTS		0	2024 10 2024 11				C-080624 C-080624		FLUID, OIL, FILTERS OIL FOR TRK 870
007304 O'REILLYS AUTO PARTS	6399-213535	Ŏ	2024 10	INV	Α	24.99	C-080624		CHARGER
007304 O'REILLYS AUTO PARTS	6399-2135/4	0	2024 10	CRM	^ _	-24.99 1,653.82	C-080624		RETURN CREDIT
007766 CENTRAL PIPE SUPPLY.	\$100368807	n	2024 11	TNV	_	1,365.51	C=080624		1 1/2 IN METER
007766 CENTRAL PIPE SUPPLY.	5100378537		2024 10	INV	Α	27,614.88	C-080624		(SOLE SOURCE) METER
007766 CENTRAL PIPE SUPPLY,	2100380073	0	2024 11	INA	A	3,587.52 32,567.91	C-080624		METERS
010919 TRACTOR SUPPLY CREDI		0	2024 10				C-080624		FUEL HOSE FOR TRAIL
010919 TRACTOR SUPPLY CREDI 010919 TRACTOR SUPPLY CREDI		0 0	2024 10 2024 10	INV INV			C-080624 C-080624		PARTS FOR FUEL TRAI WELDING SUPPLIES &
			· - -			413.88	- •		
011578 CORE & MAIN LP	V055467	0	2024 10	INV			C-080624		FULL CIRCLE REPAIR
011578 CORE & MAIN LP	V152780	U	2024 10	INV	A	1,033.05	C-080624		RESETTERS



YEAR/PERIOD: 2024/1 TO 20 ACCOUNT/VENDOR	024/11 INVOICE	PO	YEAR/P	R T	YP S	1,850.21	WARRANT	СНЕСК	DESCRIPTION
013793 HERNANDO REDI MIX	80335INV	0	2024 1	1 11	NV A	•	C-080624		ROCK
015408 J & J MAINTENANCE SU 015408 J & J MAINTENANCE SU		0	2024 1 2024 1		NV A NV A		C-080624 C-080624		LOCATING PAINT LOCATOR MARKING PAI
027665 SMARTCOVER SYSTEMS	32824	0	2024 1	0 I	A V	425.00	C~080624		SMART COVER BATTERY
030629 AMAZON CAPITAL 030629 AMAZON CAPITAL 030629 AMAZON CAPITAL 030629 AMAZON CAPITAL 030629 AMAZON CAPITAL	1JK7RWJLJ4CY 1QPHDNGVLQRF 1TWCT6V4RDCD 1VRN6MTCHWXQ 1XPWPP69366W	0 0 0 0	2024 10 2024 10 2024 10 2024 10 2024 10	1 IN 0 IN 1 IN	NV A NV A NV A NV A	106.07 140.10 207.73	C-080624 C-080624 C-080624 C-080624 C-080624		GLOVES RFID BRACELETS ALCOHOL FOR WATER T GLOVES SHOP TOWEL & PRINTE
035998 PARAMOUNT CONSTRUCTI	5292	0	2024 10	0 I	A V	500.00	C-080624		SOD
039924 MEMPHIS WINWATER CO. 039924 MEMPHIS WINWATER CO. 039924 MEMPHIS WINWATER CO,	30871	0 0 0	2024 10 2024 10 2024 10	4I O	A VV A VV	1,299.60	C-080624 C-080624 C-080624		COPPER COUPLINGS WTR TAP SADDLES
			ACCOUNT	TOTA	٩L	54,633.79			
825 611100 001146 IDEAL CHEMICAL 001146 IDEAL CHEMICAL 001146 IDEAL CHEMICAL 001146 IDEAL CHEMICAL 001146 IDEAL CHEMICAL	291999 292000 292001 292174 292199	CHE 0 0 0 0 0	EMICALS 2024 10 2024 10 2024 10 2024 10 2024 1	NI 0 NI 0 NI 0	NV A NV A NV A NV A	2,289.00 3,677.30 2,289.00	C-080624 C-080624 C-080624 C-080624 C-080624		CHEMICALS FOR WHITW CHEMICALS @ GETWELL CHEMICALS @ GREENBR CHEMICALS FOR COLLE CHEMICALS FOR COLLE
005073 MOMAR 005073 MOMAR 005073 MOMAR	PS1569623 PS1545211 PS1550169	0 0 0	2024 10 2024 10 2024 10	4I O	NV A NV A	1,288.46	C-080624 C-080624 C-080624		DEGREASER & DISINFE DEGREASER DISINFECTANT
			ACCOUNT	TOTA	A L	16,708.57			
825 611300 000979 SOUTHAVEN CAR CARE 000979 SOUTHAVEN CAR CARE	46557 46598	MAI 0 0	INTENANCE 2024 10 2024 10	4I 0	NV A	1,156.76	C-080624 C-080624		REPAIRS TO TRK #848 REPAIRS FOR TRK 808



YEAR/PERIOD: 2024/1 TO 2 ACCOUNT/VENDOR	024/11 INVOICE	P0	YEAR/PR	TYP S	WARRANT	CHECK DESCRIPTION
001962 IDEAL TIRE SALES	554308)	2024 10		95.00 C-080624	TIRE REPAIR TRK 854
			ACCOUNT T	OTAL	2,504.06	
825 612200 000709 WILLIAMS EQUIPMENT	w-4261155 (о С	MAINTENANCE 2024 10		& BUILD 621.63 C-080624	REPAIRS TO BOBCAT
004854 WEST MEMPHIS FENCE &	94898	0	2024 11	INV A	339.96 c-080624	REPAIRS TO GATE @ S
006920 A SAFELOCK INC	13215	ס	2024 11	INV A	249.00 C-080624	REKEY DOORS @ GREEN
024542 BRIGGS EQUIPMENT	INV3154161 (כ	2024 11	INV A	3,964.02 C-080624	REPAIRS TO JCB
			ACCOUNT T	OTAL	5,174.61	
825 622100 002349 TANK PRO INC	16316 (6 16317 (7) 16318 (7) 16319 (7) 16320 (7) 16321 (7)	P 0 0 0 0 0 0 0 0	2024 10 2024 10 2024 10	SERVICES INV A	6,810.50 C-080624 7,822.00 C-080624 4,793.00 C-080624 4,793.00 C-080624 4,793.00 C-080624 4,793.00 C-080624 4,793.00 C-080624 4,793.00 C-080624 7,168.00 C-080624	QUARTERLY BILLING F
009195 GAINES, ROBERT	1283	כ	2024 11	INV A	4,542.50 C-080624	SCADA SERV
018472 M2MANAGEMENT SOLUTIO	214	ס	2024 10	INV A	768.25 C-080624	FLLET TRACKING SYST
040207 MASTER LAWN	819363	0	2024 11	INV A	735.00 C-080624	TREATMENT TO CITY H
		_	ACCOUNT T	OTAL	51,811.25	
825 650903 002848 HORN LAKE CREEK BASI	6032024	D	NTERCEPTOR 2024 10 ACCOUNT T	INV A	ATMENT 209,126.68 C-080624 209,126.68	7/24 SEWER FEES
		ORG	5 825 т	OTAL	339,958.96	
FUND 0400 UTI	LITY FUND			OTAL:	474,800.01	



YEAR/PERIOD: 2024/1 - ACCOUNT/VENDOR	TO 2024/11 INVOICE	P0	YEAR/PR TYP S	WARRANT	СНЕСК	DESCRIPTION
850 850 622100 005407 NORTH MS. TWO-WAY		TENANCE EXP P 0	ENSES ROFESSIONAL SERVICE 2024 10 INV A	2,179.10 c-080624		LIGHTS-SAFETY/EMERG
007500 SWEEPING CORPORAT	TION SCA7305192461	0	2024 10 INV A	34,001.60 C-080624		SWEEPING SERV PER C
			ACCOUNT TOTAL	36,180.70		
		ORG	850 TOTAL	36,180.70		
FUND 0450	SANITATION FUND		TOTAL:	36,180.70		

^{**} END OF REPORT - Generated by Alicia Ferguson **



YEAR/PERIOD: 2024/1 TO ACCOUNT/VENDOR	2024/11 INVOICE	PO YEAR/PR TYP S	WARRANT CHECK DESCRIPTION
<u> </u>		· · · · · · · · · · · · · · · · · · ·	WARRANT CHECK DESCRIPTION
0010 0010 153610 002351 COMCAST	GENERA 1001316774	AL FUND DUE TO/FROM AMPHITHEATER 0 2024 10 INV P	1,714.80 D-080624 219268 SERV @ AMP
016529 DIRECTV	46724×240709	0. 2024 10 INV P	676.76 D-080624 219269 TV SERV
		ACCOUNT TOTAL	2,391.56
		ORG 0010 TOTAL	2,391.56
111	MAYOR	ADMIN DEPARTMENT	
111 625700 001167 AT&T MOBILITY 001167 AT&T MOBILITY	3690-0624 3690-0724	TELEPHONE & POSTAGE 0 2024 10 INV P 0 2024 10 INV P	454.16 D-080624 219029 287266623690 MAYOR 56.69 D-080624 219292 287266623690 MAYOR 510.85
		ACCOUNT TOTAL	510.85
		ORG 111 TOTAL	510.85
125	COURT	DEPARTMENT	
125 621505 001095 VERIZON WIRELESS	9967993749	COURT SUPPLIES 0 2024 10 INV P	80.02 D-080624 219034 ACCT 642151677
001167 AT&T MOBILITY	5901-0724	0 2024 10 INV P	123.38 D-080624 219291 COURT CELL PHONES
		ACCOUNT TOTAL	203.40
		ORG 125 TOTAL	203.40
145	DEPART	TMENT OF FINANCE & AOMIN	
145 625700 001095 VERIZON WIRELESS	9967993749	TELEPHONE & POSTAGE 0 2024 10 INV P	120.03 O-080624 219034 ACCT 642151677
001167 AT&T MOBILITY	7941-0724	0 2024 10 INV P	221.30 D-080624 219291 287280227941 HR CEL
		ACCOUNT TOTAL	341.33
		ORG 145 TOTAL	341.33
150 150 610550 001095 VERIZON WIRELESS	INFORM 9967993749	MATION TECHNOLOGY NETWORK CONNECTIVITY 0 2024 10 INV P	160.04 D-080624 219034 ACCT 642151677
001167 AT&T MOBILITY 001167 AT&T MOBILITY	3491-0724 5577-0724	0 2024 10 INV P 0 2024 10 INV P	253.38 D-080624 219291 SDWAN- IT DEPT CELL 1,959.58 D-080624 219291 JUNE & JULY PD 1 GI 2,212.96
002351 COMCAST 002351 COMCAST	209277113 3830-0724	0 2024 10 INV P 0 2024 10 INV P	1,870.75 D-080624 219296 IT & PARKS SDWAN 204.46 D-080624 219297 8396400220503830-IT



YEAR/PERIOD: 2024/1 TO ACCOUNT/VENDOR					
ACCOUNT/ VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK DESCRIPTION
002351 COMCAST	52 87- 0724	0	2024 10 INV P	254.46 D-080624 2,329.67	219298 8396400220535287-PA
			ACCOUNT TOTAL	4,702.67	
150 614000 006919 FUELMAN 006919 FUELMAN	NP66813134 NP66840370	0	GASOLINE/OIL 2024 10 INV P 2024 10 INV P	209.57 D-080624 94.88 D-080624 304.45	219322 IT FUEL 219342 IT FUEL
			ACCOUNT TOTAL	304.45	•
150 625700 001095 VERIZON WIRELESS	9967993749	0	TELEPHONE/POSTAGE 2024 10 INV P	40.01 D-080624	219034 ACCT 642151677
001167 AT&T MOBILITY	3491-0724	0	2024 10 INV P	508.06 D-080624	219291 SDWAN~ IT DEPT CELL
			ACCOUNT TOTAL	548.07	
			ORG 150 TOTAL	5,555.19	
155 155 610400	CITY CLE	ERK	OFFICE SUPPLIES		
007600 ODP BUSINESS	373556836001	0	2024 10 INV P	195.58 D-080624	219317 INVENTORY/SUPPLIES
030629 AMAZON CAPITAL	1FPGWRGQJ3KX	0	2024 10 INV P	52.40 D-080624	219290 SUPPLIES
			ACCOUNT TOTAL	247.98	
155 610401 007600 ODP BUSINESS 007600 ODP BUSINESS 007600 ODP BUSINESS 007600 ODP BUSINESS 007600 ODP BUSINESS	367931414001 367931414002 372365289001 372846085001 373556836001	0 0 0 0	OFFICE SUPPLY-INVENTORY 2024 10 INV P	18.16 D-080624 35.40 D-080624 29.84 D-080624 215.91 D-080624 22.04 D-080624	219317 INVENTORY 219317 INVENTORY 219317 INVENTORY 219317 INVENTORY 219317 INVENTORY 219317 INVENTORY/SUPPLIES
030629 AMAZON CAPITAL	17CHW93J96JX	0	2024 10 INV P	22.00 D-080624	219290 INVENTORY
			ACCOUNT TOTAL	343.35	
155 622100 029120 YOUNG LEASING CO	INV7023116	0	PROFESSIONAL SERVICES 2024 10 INV P	106.74 D-080624	219318 CHECK PRINT
			ACCOUNT TOTAL	106.74	
155 625700 001167 AT&T MOBILITY	9424-0724	0	TELEPHONE & POSTAGE 2024 10 INV P	293.76 D-080624	219291 CITY CLERK PHONES



YEAR/PERIOD: 2024/1 TO ACCOUNT/VENDOR	2024/11 INVOICE	P(O YEAR/PR TYP S	WARRANT	CHECK DESCRIPTION
			ACCOUNT TOTAL	293.76	
			ORG 155 TOTAL	991.83	
160 160 612500 031112 BRINK DYLAN	7-24-24	FACILITIES 0	UNIFORMS 2024 10 INV P	100.00 D-080624	219319 ANNUAL REIMBURSEMEN
037143 MELENDEZ EDGAR R	7-19-24	0	2024 10 INV P	100.00 D-080624	219316 REIMBURSEMENT FOR W
			ACCOUNT TOTAL	200.00	
160 625700 001167 AT&T MOBILITY	1522-0724	0	TELEPHONE & POSTAGE 2024 10 INV P	246.76 D-080624	219291 FACILITIES CELL PHO
			ACCOUNT TOTAL	246.76	
			ORG 160 TOTAL	446.76	
180 180 622100 018221 CIVIL-LINK, LLC	80967-1	PLANNING /	ENGINEERING DEPT PROFESSIONAL FEES 2024 10 INV P	15,000.00 D-080624 15,000.00	219282 MUNICIPAL STAFFING
180 625700			ACCOUNT TOTAL TELEPHONE/POSTAGE	13,000.00	
001095 VERIZON WIRELESS	9967993749	0	2024 10 INV P	680.17 D-080624	219034 ACCT 642151677
001167 AT&T MOBILITY 001167 AT&T MOBILITY 001167 AT&T MOBILITY	2685-0724 2970-0724 4718-0724	0 0 0	2024 10 INV P 2024 10 INV P 2024 10 INV P	283.25 D-080624 510.12 D-080624 123.38 D-080624 916.75	219291 BLDG CELL PHONES 219331 287270432970-CODE E 219292 PLANNING DEPT CELLS
			ACCOUNT TOTAL	1,596.92	
180 626900 017984 MACE	7-22-24	0	TRAVEL & TRAINING 2024 10 INV P	900.00 D-080624	219315 MACE ANNUAL MEMBERS
			ACCOUNT TOTAL	900.00	
			ORG 180 TOTAL	17,496.92	
211 211 600100 019126 FENNELL ALEX	7~19-24	POLICE DEP	ARTMENT SALARIES-ADMINISTRATION 2024 10 INV P	276.54 D-080624	219286 MANUAL CHECK REQUES
			ACCOUNT TOTAL	276.54	
211 611300 002352 DEPARTMENT OF REVENU	J 7-18-2024-1	0	MAINTENANCE VEHICLES 2024 10 INV P	12.00 D-080624	219301 (PD)24'DODGE RAM 15



YEAR/PERIOD: 2024/1 TO ACCOUNT/VENDOR		50	VEAD /DD	TV0	C	MARRANT	CUECU DESCRIPTION
·	INVOICE	P0	YEAR/PR	TYP	5	WARRANT	CHECK DESCRIPTION
040195 K & K SYSTEMS INC.	25329-1	0	2024 10	INV	Р	587.40 D-080624	219314 MSG BOARD REPAIRS
			ACCOUNT T	OTAL		599.40	
211 612500 021916 MIDSOUTH SOLUTIONS 021916 MIDSOUTH SOLUTIONS 021916 MIDSOUTH SOLUTIONS	217849-1 217852-1 217864-1	2400005 6	FORMS 9 2024 10 2024 10 2 2024 10	INV INV INV	P	500.00 D-080624 428.98 D-080624 581.99 D-080624 1,510.97	219028 WALKER, CHRISTIAN U 219028 WHITEAKER, DUSTIN U 219028 ROUND, MICHAEL UNIF
			ACCOUNT T	OTAL		1,510.97	
211 625700 001095 VERIZON WIRELESS	9967993749	0 TE	LEPHONE & 2024 10	POSTA INV		6,345.56 D-080624	219034 ACCT 642151677
001137 FEDEX	8-568-99427	0	2024 10	INV	Р	16.50 D-080624	219340 DEPT OF NAVY
001167 AT&T MOBILITY 001167 AT&T MOBILITY	1151-0724 7424-0624	0	2024 10 2024 10	INV INV		492.83 D-080624 4,668.90 D-080624 5,161.73	219291 LPR & SKY COP 219267 UTILITIES SCADA CRA
001234 BRIGHTSPEED	1223-072924	0	2024 10	INV	Р	321.03 D-080624	219293 300091223-PHONES
			ACCOUNT T	OTAL		11,844.82	
211 626000 000966 ENTERGY 000966 ENTERGY 000966 ENTERGY 000966 ENTERGY 000966 ENTERGY 000966 ENTERGY 000966 ENTERGY	185007720618 235006949617 270006135021 33007593446 390004046473 390004046666 90008173817	UT 0 0 0 0 0 0	ILITIES	INV INV INV INV INV	P P P P	57.01 D-080624 61.07 D-080624 79.49 D-080624 671.11 D-080624 4,040.96 D-080624 987.32 D-080624 58.55 D-080624	219311 133300244 8691 NORT 219310 167750496 7505 CHER 219309 167750488 2719 BROO 219304 151475605 7320 HIGH 219303 37432837 8691 NORTH 219304 151475605 7320 HIGH 219311 176619377 777 STATE
002351 COMCAST	1174-0724	0	2024 10	INV	Р	485.66 D-080624	219336 8396010010001174
			ACCOUNT T	OTAL		6,441.17	
211 626900 001339 CREDIT CARD CENTER	7-11-24	TR	ACCOUNT T AVEL & TRA 2024 10	ININ		6,441.17 12,000.00 D-080624	219032 FBINAA LEADERSHIP C
	7-11-24 7-12-24		AVEL & TRA 2024 10	ININ	P	·	219032 FBINAA LEADERSHIP C 219272 ARMORER COURSE IN B
001339 CREDIT CARD CENTER		0	AVEL & TRA 2024 10	NINI. VNI	P P	12,000.00 D-080624	
001339 CREDIT CARD CENTER 034557 HENRY ANTZALE	7-12-24	0	AVEL & TRA 2024 10 2024 10	NINI VNI VNI	P P P	12,000.00 D-080624 177.00 D-080624	219272 ARMORER COURSE IN B



YEAR/PERIOD: 2024/1 TO						<u> </u>
ACCOUNT/VENDOR	INVOICE	P0	YEAR/PR T	YP S	WARRANT	CHECK DESCRIPTION
			ACCOUNT TOT	'AL	12,708.00	
		0	RG 211 TOT	AL	33,380.90	
215 215 625700	EMERGE	NCY SER	VICES TELEPHONE/POST	AGE	,	
001167 AT&T MOBILITY	8226-0724	0	2024 10 I	NV P	113.38 D-080624	219292 EMERG COMM CELL PHO
			ACCOUNT TOT	AL	113.38	
		0	RG 215 TOT	AL	113.38	
290 290 612200	FIRE D	EPARTME		UT DMENT	Philip	
000128 AMERICAN PETROLEUM	7-16-24	0	MAINTENANCE EQ 2024 10 I		1,516.62 D-080624	219266 NEW PUMP/RILRITE
			ACCOUNT TOT	AL	1,516.62	
290 612500 021916 MIDSDUTH SOLUTIONS	217588-1	0	UNIFORMS 2024 10 I	NV P	473.00 D-080624	219028 UNIFORMS H TEDDER
			ACCOUNT TOT	AL	473.00	·
290 614000 006919 FUELMAN	NP66789257	0	FUEL & OTL 2024 10 I	NV P	84.97 D-080624	219287 FUEL
006919 FUELMAN	NP66812842	ŏ		NV P	88.17 D-080624	219341 FUEL
					173.14	
000 005-00			ACCOUNT TOT		173,14	
290 625700 001095 VERIZON WIRELESS	9967993749	0	TELEPHONE & PO 2024 10 I		1,180.85 D-080624	219034 ACCT 642151677
001167 AT&T MOBILITY	3065-0624	0	2024 10 I	NV P	2,000.35 o-080624	219029 287288053065-FD CEL
			ACCOUNT TOT	AL	3,181.20	
290 626000 000966 ENTERGY	1074-0724	0	UTILITIES 2024 10 I	NV P	2,134.33 D-080624	219283 15021074~6450 GETWE
000966 ENTERGY 000966 ENTERGY	215007150823 250006100296	0		NV P NV P	3,000.80 D-080624 352.44 D-080624	219303 79401667-7980 SWINN 219305 50134691 8945 TULAN
000966 ENTERGY 000966 ENTERGY	250006100352 450003395832	0	2024 10 I	NV P	1,987.11 D-080624 1,772.63 D-080624	219304 51589596 1940 STATE 219283 15374952-6050 ELMOR
000966 ENTERGY	60008397558	ŏ		NV P	2,134.33 D-080624	219303 15021074-6450 GETWE
001145 ATMOS ENERGY	1200 0724	^	2024 10 -		11,381.64	210222 2020521200 6056
001145 ATMOS ENERGY	1390-0724 2695-071524	0	2024 10 I	NV P NV P	217.05 D-080624 226.60 D-080624	219332 3020521390-6050 ELM 219332 3019672695-7980 SWI
001145 ATMOS ENERGY	4569-0724	0	2024 10 I	NV P	46.47 D-080624	219332 3020654569-6450 GET



YEAR/PERIOD: 2024/1 TO 20 ACCOUNT/VENDOR	024/11 INVOICE	P0	YEAR/PR	TYP S	WARRANT	CHECK DESCRIPTION
001145 ATMOS ENERGY	9368-0724	0	·	INV P	245.83 D-080624 735.95	219277 GAS FOR STATION 1
			ACCOUNT	TOTAL	12,117.59	
			ORG 290	TOTAL	17,461.55	
297 297 620901 040107 PARHAM DANNY	31324-01	EMS 0	BILLING SER 2024 10	VICES INV P	10.00 D-080624	219275 REFUNDS FOR MAY EMS
			ACCOUNT	TOTAL	10.00	
			ORG 297	TOTAL	10.00	
311 311 611300 002352 DEPARTMENT OF REVENU		PUBLIC WORKS	S DEPARTMENT MAINTENANCE 2024 10		S 12.00 D-080624	219300 (PW)24' DODGE RAM 2
			ACCOUNT	TOTAL	12.00	
311 625700 001095 VERIZON WIRELESS	9967993749	0	TELEPHONE & 2024 10		40.01 D-080624	219034 ACCT 642151677
001167 AT&T MOBILITY	9041-0724	0	2024 10	INV P	340.59 D-080624	219291 PUBLIC WORKS 287251
			ACCOUNT	TOTAL	380.60	
311 626000 000966 ENTERGY	100006767296 10000767295 105007806473 1350076793305 145007659832 145007659918 150006556243 15008648576 155007593616 155007593616 170006521414 170006521414 175007556021 175007556021 175007556021 200005872924 20008413543 205007225138 255006746853		UTILITIES 2024 10	INV P INV P	90.64 D-080624 95.69 D-080624 125.24 D-080624 69.63 D-080624 122.10 D-080624 122.10 D-080624 128.19 D-080624 128.19 D-080624 125.35 D-080624 75.66 D-080624 25.35 D-080624 76.20 D-080624 71.59 D-080624 120.46 D-080624 121.11 D-080624 121.11 D-080624 121.11 D-080624 135.41 D-080624 135.49 D-080624 135.41 D-080624 150.49 D-080624	219308 146671994-GOODMAN & 219308 147671986-SE CORNER 219307 16853152 488 CHURCH 219310 16832941-5140 TCHUL 219307 50881309 1005 CHURC 219307 52730470 85 CHURCH 219307 68387034 249 GOODMA 219308 63799183 6715 HOSPI 219307 176873271 WHITWORTH 219309 89417232-6006 GETWE 219312 161881305 699 RESEA 219309 115078636 1989 STAT 219310 16838005 4830 AIRWA 219306 59478867 6345 AIRWA 219306 59478867 6345 AIRWA 219306 58522954 6875 AIRWA 219312 98050180 5813 PEPPE 219306 108163825 6145 AIRWA 219306 169321593 2810 MAY 219310 8185 GETWELL RO 219311 180865792 STATELINE 219311 31166523-1200 BROOK



YEAR/PERIOD: 2024/1 TO 2	2024/11						
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYF	S	WARRANT	CHECK DESCRIPTION
000966 ENTERGY	27008115462 275006600390 29007907452 305005669488 310004421390 345005376138 345005377903 345005377904 355005309630 380004089235 415004696818 460003387185 460003387186 60008397770	000000000000000000000000000000000000000	2024 10 2024 10	INV INV INV INV INV INV INV INV		183.25 D-080624 88.83 D-080624 177.16 D-080624 119.13 D-080624 122.50 D-080624 91.48 D-080624 76.78 D-080624 84.07 D-080624 85.04 D-080624 85.04 D-080624 71.29 D-080624 86.44 D-080624 72.57 D-080624 153.27 D-080624	219305 61645784 7532 SOUTH 219308 90253295-8507 INVER 219305 52482346 8355 AIRWA 219307 85056398 750 BROOKS 219307 91224535-992 CHURCH 219308 153800891 GOODMAN R 219309 124065178-AIRWAYS B 219309 AIRWAYS BLVD & PLUM 219304 119287241-1855 FIRS 219309 89417216-5577 GETWE 219310 19047497 951 RASCO 219308 16837528-STATELINE 219309 16837783-3005 COLLE 219306 169321593-2810 MAY
001105 NORTHCENTRAL ELECTRI	7008-0724	0	2024 10	INV	Р.	11,163,86 D-080624	219033 59247008-ST LIGHTS
			ACCOUNT 1			15,588.34	
		0	RG 311 T	TOTAL		15,980.94	
411	PARKS D	EPARTM					
411 625700 001095 VERIZON WIRELESS	9967993749	0	TELEPHONE & 2024 10			440.11 D-080624	219034 ACCT 642151677
001167 AT&T MOBILITY	1081-0724	0	2024 10	INV	Р	697.92 D-080624	219291 PARKS DEPT CELL PHO
			ACCOUNT 1	TOTAL		1,138.03	
411 626000 000966 ENTERGY	100006767106 10019036488 135007673308 135007673309 160006541562 160006541563 160006541565 160006541566 160006541567 160006541567 160006541569 160006541569 160006541569 160006541569 2026078552 205007225163 210005989381 210005989382	000000000000000000000000000000000000000	UTILITIES 2024 10	10000000000000000000000000000000000000	P P P P P P P P P P P P P P P P P P P	7,968.44 D-080624 82.31 D-080624 62.71 D-080624 315.31 D-080624 57.84 D-080624 57.01 D-080624 13.09 D-080624 13.09 D-080624 182.49 D-080624 182.49 D-080624 11,556.81 D-080624 135.48 D-080624 2,545.08 D-080624 2,545.08 D-080624 432.28 D-080624	219283 44368587-3335 PINE 219309 119242972 7635 TCHU 219310 16836884 CHAPARRAL 219305 16838617 SNOWDEN PA 219284 31109259-7705 TCHUL 219284 31109317-7655 TCHUL 219284 31109366-7625 TCHUL 219284 31109424-7635 TCHUL 219284 31109424-7635 TCHUL 219284 31109649-7535 TCHUL 219284 31109614-7645 TCHUL 219284 31109614-7645 TCHUL 219285 31109663-7735 TCHUL 219285 31109663-7735 TCHUL 219284 22512453-6205 GETWE 219305 15928989 8400 GREEN 219303 41111535-7360 US HW 219284 19046408-3025 CARNI 219283 18054049-SNOWDEN BA 219284 66074311-6208A SNOW 219284 66762873-6275 SNOWD



YEAR/PERIOD: 2024/1 ACCOUNT/VENDOR	TO 2024/11 INVOICE	PO	YEAR/PR	TVD S	WARRANT	CHECK DESCRIPTION
· · · · · · · · · · · · · · · · · · ·	TIMOTEL	FU	TEAR/ PR	ITP 3	WARRANI	CHECK DESCRIPTION
000966 ENTERGY	230006073273	0	2024 10	INV P	67.07 D-080624	219310 46687588-365 RASCO
000966 ENTERGY	25008517447	0	2024 10	INV P	900.83 D-080624	219283 20892766-6070 SNOWD
000966 ENTERGY	25008517448	0	2024 10	INV P	310.95 D-080624	219283 20291415-3480 SUNSE
000966 ENTERGY	25008519679	0	2024 10	INV P	1,675.66 D-080624	219304 125567875 800 STOWE
000966 ENTERGY 000966 ENTERGY	25008519680	0	2024 10	INV P	366.82 D-080624	219305 125567883 800 STOWE
000966 ENTERGY	300004444623 305005674816	0 0	2024 10 2024 10	INV P	129.17 D-080624 114.31 D-080624	219307 19046929-1978 STATE 219307 16838419-7505 CHERR
000966 ENTERGY	305005674818	ŏ	2024 10	INV P	785.51 D-080624	219307 16838419-7303 CHERR 219304 16839250-7505 CHERR
000966 ENTERGY	330004356350	ŏ	2024 10	INV P	74,20 D-080624	219304 10839230-7303 CHERR 219309 196408397-8325 TULA
000966 ENTERGY	34007518739	ŏ	2024 10	INV P	2,113.63 D-080624	219304 125567875 800 STDWE
000966 ENTERGY	34007518740	ŏ	2024 10	INV P	550.95 D-080624	219305 125567883 800 STOWE
000966 ENTERGY	355005308703	Ŏ	2024 10	INV P	57.01 D-080624	219311 16834020-GETWELL &
000966 ENTERGY	365005245796	Õ	2024 10	INV P	1,853.82 D-080624	219304 123335762 800 STOWE
000966 ENTERGY	370004106908	0	2024 10	INV P	517.01 D-080624	219305 38822441 8925 SWINN
000966 ENTERGY	370004107907	0	2024 10	INV P	86.00 D-080624	219309 56395635-7360 US HW
000966 ENTERGY	38007376898	0	2024 10	INV P	2,173.64 D-080624	219303 41111535 7360 US HI
000966 ENTERGY	40009179168	Ō	2024 10	INV P	59.41 D-080624	219284 74869355-6277A SNOW
000966 ENTERGY	410003216553	0	2024 10	INV P	113.07 D-080624	219284 47805247-6208 SNOWD
000966 ENTERGY	420003319487	<u>o</u>	2024 10	INV P	57.01 D-080624	219311 69723351 8925 SWINN
000966 ENTERGY	430003341760	0	2024 10	INV P	1,023.96 D-080624	219283 182817932-6277C SNO
000966 ENTERGY 000966 ENTERGY	445004515833 455004441953	0	2024 10	INV P	631.52 D-080624 1,203.44 D-080624	219304 38124624 CHERRY VAL
000966 ENTERGY	460003387182	ŏ	2024 10 2024 10	INV P	281.00 D-080624	219283 186848966-6277 E SN 219283 16833329-3278 MAY B
000966 ENTERGY	460003387182	ŏ	2024 10	INV P	470.28 D-080624	219283 16833329-3276 MAY B
000966 ENTERGY	460003387187	ŏ	2024 10	INV P	457.46 D-080624	219283 16852006-7505 STONE
000966 ENTERGY	480003392331	ŏ	2024 10	INV P	28.07 D-080624	219312 117424333-1729 BROO
000966 ENTERGY	495004240903	ŏ	2024 10	INV P	57.15 D-080624	219311 45692910 8925 SWINN
000966 ENTERGY	50009064300	ŏ	2024 10	INV P	97,06 D-080624	219284 176129674-7970 TCHU
000966 ENTERGY	70008285800	Ō	2024 10	INV P	57.01 D-080624	219311 127643922-7890 GREE
000966 ENTERGY	90008171293	0	2024 10	INV P	6,350.78 D-080624	219283 15744642-3376 NAIL
000966 ENTERGY	90008171294	0	2024 10	INV P	13.09 D-080624	219285 15744865-3566 NAIL
					46,707.77	
001145 ATMOS ENERGY	3727-0724	0	2024 10	INV P	25,27 D~080624	219332 4010573727-800 STOW
001145 ATMOS ENERGY	4564-0724	Ō	2024 10	INV P	48,36 D-080624	219332 3061364564-1551 DOR
001145 ATMOS ENERGY	6619-0724	0	2024 10	INV P	52.74 D-080624	219332 3015476619-6275 SNO
001145 ATMOS ENERGY	7003-0724	0	2024 1 0	INV P	49.82 D-080624	219332 4039367003-3656 PIN
001145 ATMOS ENERGY	7730-0724	Ō	2024 10	INV P	49.29 D-080624	219030 3015017730-1320 BRO
001145 ATMOS ENERGY	7945~0724	0	2024 10	INV P	74.03 D-080624	219030 3015017945-8710 NOR
					299.51	
001234 BRIGHTSPEED	200022-0724	0	2024 10	INV P	1,025.47 D-080624	219333 400200022-PHONES
001234 BRIGHTSPEED	3210-0724	0	2024 10	INV P	144.36 D-080624	219279 PHONES-TENNIS
					1,169.83	
002351 COMCAST	1174-0724	0	2024 10	INV P	306.48 D-080624	219336 8396010010001174
016529 DIRECTV	27170x240717	0	2024 10	INV P	154 22 D 000624	310338 TV CEDV
016529 DIRECTV	71734X240705	Ö	2024 10		154.33 D-080624 163.70 D-080624	219338 TV SERV 219269 TV SERV
OLOJEJ DIRECTV	111347540103	U	2024 10	TIAA L	103.70 0~060024	ZIBZUB IV BERV



YEAR/PERIOD: 2024/1 TO 2 ACCOUNT/VENDOR	024/11 INVOICE	PO	YEAR/	PR TY	PS	WARRANT	CHECK DESCRIPTION	
						318.03		_
			ACCOUN	IT TOTA	L	48,801.62		
			ORG 411	TOTA		49,939.65		
412		PARK TOURNA		10171	_	13,333103		
412 627901	4 30 34 1		TOURNAMEN				240024	
009480 BAXTER ED 009480 BAXTER ED	4-28-24-1 5-13-2024	0 0	2024 2024	10 IN	V P V P	395.00 D-08062 210.00 D-08062		
009480 BAXTER ED	6-02-24	0	2024	10 IN	V P ■	425.00 D-08062 1,030.00	219031 REISSUE-PG STATE CH	
023440 CANADY DONNIE	6-27-24	0	2024	10 IN	V P	420.00 D-08062	219335 DIZZY DEAN SOFTBALL	
027447 WRIGHT TELECIA	6-22-2024	0	2024	10 IN	V P	135.00 D-08062	219276 REISSUE 2024 SUMMER	
031989 HARLOW WILLIAM C	7-18-24	0	2024	10 IN	V P	750.00 D-08062	24 219323 TENNIS JULY 8-18	
032202 BROWN STAN	6-22-24-1	0	2024	10 IN	V P	315.00 D-08062	219334 2024 SUMMER HEAT- R	
033950 JONES JOHN	6-27-24	0	2024	10 IN	V P	240.00 D-08062	219343 DIZZY DEAN SOFTBALL	
035896 WOLF GEORGE	7-18-24	. 0	2024		V P	550.00 D-08062		
035896 WOLF GEORGE 035896 WOLF GEORGE	7-8-24 JULY10-18	0 0	2024 2024		V P V P	500.00 D-08062 500.00 D-08062		
						1,550.00		
NAHTANOL NAMBZIW 708280	7-18-24	0	2024	10 IN	V P	240.00 D-08062	4 219329 TENNIS JULY 8-18	
035898 RIVES HUNTER	7-18-24	0	2024	10 IN	V P	200.00 D-08062	4 219326 TENNIS JULY 8-18	
037932 OVERMAN BRUCE	6-27-24	0	2024	10 IN	V P	720.00 D-08062	4 219345 DIZZY DEAN SOFTBALL	
039301 BROWN WESLEY	7-18-24	0	2024	10 IN	V P	420.00 D-08062	4 219320 TENNIS JULY 8-18	
039974 STODDARD COLE AVERY	7-18-24	0	2024	10 IN	V P	240.00 D-08062	4 219328 TENNIS JULY 8~18	
039975 MYRICK EVAN	7-18-24	0	2024	10 IN	V P	150.00 D-08062	4 219325 TENNIS JULY 8-18	
039976 SANDERS MATTISON S	7-18-24	0	2024	10 IN	V P	60.00 D-08062	4 219327 TENNIS JULY 8-18	
039977 CROSBY RYAN	7-18-24	0	2024	10 IN	V P	420.00 D-08062	4 219321 TENNIS JULY 8-18	
040042 MEADOWS REAGAN	7-18-24	0	2024	10 IN	V P	150.00 D-08062	4 219324 TENNIS JULY 8-18	
			ACCOUN	IT TOTA	L	7,040.00		
			ORG 412	TOTA	L	7,040.00		



YEAR/PERIOD: 2024/1 TO 2 ACCOUNT/VENDOR	024/11 INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK DESCRIPTION
511 511 611300 002352 DEPARTMENT OF REVENU	ANIMAL 7-18-24	CONTRO 0	DL MAINTENANCE 2024 10	INV P	12.00 D-080624 12.00	219302 (AC)24'DODGE RAM 15
511 625700 001167 AT&T MDBILITY	7723-0724	0	TELEPHONE & 2024 10 ACCOUNT TO	POSTAGE INV P	421.21 D-080624 421.21	219291 287269097723-A/C CE
902	GENERA			OTAL .	433.21	
902 620902 000418 MCGHEES CRANE SERVIC		0	FACILITIES M 2024 10	ANAGEMENT INV P	886.00 D-080624	219344 IT DEPT CRANE RENTA
000966 ENTERGY 000966 ENTERGY	125007713304 185007712800 2026078559 225007079218 240006072672 240006072673 315005622289 315005622299 35008383797 355005308701 355005308912 39007284247 395005019892	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	2024 10 2024 10	INV P INV P INV P INV P INV P	21.58 D-080624 21.50 D-080624 5,900.13 D-080624 84.41 D-080624 67.40 D-080624 78.76 D-080624 1,894.65 D-080624 92.74 D-080624 68.37 D-080624 7,358.25 D-080624 970.09 D-080624 716.24 D-080624 152.13 D-080624	219312 17623570 6052 ELMOR 219312 17624743 6200 GETWE 219303 68111178 8554 NORTH 219270 190769851- 9105 GET 219310 109997221 2009 STAR 219309 109997247 165 STAR 219304 16004111 8889 NORTH 219308 15991573 8710 NORTH 219270 60209269-7111 TCHUL 219303 16831992 8700 NORTH 219304 130057649 7312 HIGH 219304 130057649 7312 HIGH 219306 80540586 8889 NORTH
002351 COMCAST 002351 COMCAST	200510-0724 8148-0724	0	2024 10 2024 10	INV P INV P	569.72 D-080624 67.44 D-080624 637.16	219337 CABLE-CITY HALL 219299 CITY HALL-CABLE PLA
014437 CB RICHARD ELLIS COR	7-07-24	0	2024 10 ACCOUNT TO		472.37 D-080624 19,421.78	219294 AUG 2024 TENANT OVE
902 622100 018221 CIVIL-LINK, LLC	80963-1	0	PROFESSIONAL 2024 10 ACCOUNT TO	INV P	5,442.61 D-080624 5,442.61	219282 LCNOI EROSION CONTR
902 625100 018221 CIVIL-LINK, LLC	80965-1	0	STREET RESUR 2024 10 ACCOUNT TO	INV P	29,629.24 D-080624 29,629.24	219282 CITY PAVEMENT PRESE



YEAR/PERIOD: 2024/1 TO	2027/11						
ACCOUNT/VENDOR	INVOICE	P0	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
902 625520 000497 DESOTO COUNTY ELECT	D DAVDEOUECTS		TRAFFIC SIGN		100 300 05 5 000034	210026	CDEENBROOK & BACCO
		0		INV P	196,308.95 D-080624		GREENBROOK & RASCO
000966 ENTERGY 000966 ENTERGY	2400060484263 30009451535	0	2024 10 2024 10	INV P	107.36 D-080624 44.72 D-080624		: 189378672 : 16713968 CHURCH RD
	50005 (51555	Ū	2021 20		152.08	L 13311	. 10/13000 CHOKAT KD
			ACCOUNT T	OTAL	196,461.03		
902 626000			UTILITIES-ST	REET LT	S & STGNALS		
000966 ENTERGY	105007806471	0	2024 10	INV P	4,124.10 D-080624		16833121 5813 PEPPE
000966 ENTERGY 000966 ENTERGY	110008017931 135007673306	0 0	2024 10 2024 10	INV P	257.70 D-080624 155.96 D-080624		110822004 MS 302 @ 16835019 T L MILLBR
000966 ENTERGY	135007673310	0	2024 10	INV P	37.72 D-080624	219312	16850885-AIRWAYS &
000966 ENTERGY 000966 ENTERGY	185007718280 2026075953	0 0	2024 10 2024 10	INV P	133.66 D-080624 82,630.11 D-080624		15556418 STATELINE 16836199-STREET LIG
000966 ENTERGY	225007084746	0	2024 10	INV P	43.41 D-080624	219312	158165845-2719 BROO
000966 ENTERGY 000966 ENTERGY	275006597191 30009451534	0 0	2024 10 2024 10	INV P	128.12 D-080624		145700183-2996 COLL
000966 ENTERGY	310004429253	Ö	2024 10	INV P	109.70 D-080624 213.40 D-080624		16713240 CHURCH RD 160129912-HWY 51 @
000966 ENTERGY	3850050690527	Ō	2024 10	INV P	257.70 D-080624	219305	19075704 MS 302 & т
000966 ENTERGY 000966 ENTERGY	430003340482 440003341155	0 0	2024 10 2024 10	INV P	509.62 D-080624 139.38 D-080624		15064967 ST LTS CIT 17327354-SWINNEA RD
000966 ENTERGY	460003387183	0	2024 10	INV P	7.10 D-080624	219313	SOUTHAVEN ELEM SCHO
000966 ENTERGY 000966 ENTERGY	500001736001 50009053877	0 0	2024 10 2024 10	INV P	57.93 D-080624 77.76 D-080624	219311	. 15026913 CHERRY BLO 164909244 GETWELL &
000966 ENTERGY	50009061557	ŏ	2024 10	INV P	133.02 D-080624	219306	5 16293359 WHITWORTH
000966 ENTERGY	50009061589	0	2024 10	INV P	25.43 D-080624	219312	16344749 SWEET FLAG
000966 ENTERGY	70008241881	0	2024 10	INV P	90.80 D-080624 89,132.62	219027	160129912-HWY 51 @
			ACCOUNT T	OTAL	89,132.62		
		OF	G 902 T	OTAL	340,087.28		
906	PROFE:	SSIONAL D					
906 622100 014170 CLINE TOURS, INC.	760	0	PROFESSIONAL 2024 10		ES 3,400.00 D-080624	219295	MAYOR YOUTH COUCIL
is same reeney and		ŭ	ACCOUNT T		3,400.00		THE TOTAL COURT
					•		
		OR	G 906 т	OTAL	3,400.00		
FUND 0010 G	ENERAL FUND		Ţ	OTAL:	495,784.75		



FY2024 CLAIMS DOCKET D-080624

YEAR/PERIOD: 2024/1 TO ACCOUNT/VENDOR	2024/11 INVOICE	PO	YEAR/PR TYP	S WARRANT	CHECK DESCRIPTION
711 711 640900 07006 018221 CIVIL-LINK, LLC	80962-1	BOND PROJECT	EXPENSES SNOWDEN LANE WIDE 2024 10 INV		219282 SNOWDEN LN WIDENING
			ACCOUNT TOTAL	26,836.74	
711 640900 07007 018221 CIVIL-LINK, LLC	80961-1	0	NAIL ROAD - GETWE 2024 10 INV		219282 NAIL RD IMPROVEMENT
			ACCOUNT TOTAL	25,770.15	
711 640965 018221 CIVIL-LINK, LLC	60964-1	0	GETWELL ROAD SOUT 2024 10 INV		219282 GETWELL RD WIDENING
037356 ACUFF ENTERPRISES I	N PAYREQUEST1	5 0	2024 10 INV	P 749,507.62 D-080624	219025 GETWELL RD WIDENING
			ACCOUNT TOTAL	790,529.27	
		(ORG 711 TOTAL	843,136,16	
FUND 0100 CA	PITAL PROJECT	5	TOTAL:	843,136.16	



FY2024 CLAIMS DOCKET D-080624

YEAR/PERIOD: 2024/1 TO ACCOUNT/VENDOR	0 2024/11 INVOICE	PO YEAR,	/PR TYP S	WARRANT	CHECK DESCRIPTION
611 611 623801 018221 CIVIL-LINK, LLC	SPECIAL 80976-1		PEND HOOD PARKS 10 INV P	14,560.76 D-080624	219282 NEIGHBORHOOD PARKS
		ACCOU	NT TOTAL	14,560.76	
		ORG 611	TOTAL	14,560.76	
FUND 0240	TOURIST & CONVENTION		TOTAL:	14,560.76	



YEAR/PERIOD: 2024/1 TO 2 ACCOUNT/VENDOR	024/11 INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK DESCRIPTION
0400 0400 130700 034419 ROJO ALBERTO	UTIL 44260-1	ITY FUND 0	ACCOUNTS RECEIVABLE 2024 10 INV P	65.90 D-080624	219346 UTILIITY REFUND
039634 BALLARD OANIELLE	7-17-24	0	2024 10 INV P	95.45 D-080624 161.35	219278 UTILITY REFUND
		OF	RG 0400 TOTAL	161.35	
815 815 625300 018221 CIVIL-LINK, LLC 018221 CIVIL-LINK, LLC 018221 CIVIL-LINK, LLC	UTIL 80970-1 80972-1 80974-1		AL IMPROVEMENTS EXTENSION & OTHER CAPITAL 2024 10 INV P 2024 10 INV P 2024 10 INV P		219282 WTR VALVE OPER & EV 219282 UTILITIY MAPPING 219282 MDOT- I 55
			ACCOUNT TOTAL	34,519.42	
815 625305 018221 CIVIL-LINK, LLC	80969-1	0	SANITARY SEWER EXTENSION 2024 10 INV P	3,729.28 D-080624	219282 SEWER LINE ENGNEERI
			ACCOUNT TOTAL	3,729.28	
815 625310 1003 000917 LAYNE CHRISTENSEN CO	PAYAPP10	0	STARLANDING WATER SYS IM 2024 10 INV P	PH II 79,266.50 D-080624	219288 FINAL PAY APP STARL
			ACCOUNT TOTAL	79,266.50	
		OF	RG 815 TOTAL	117,515.20	
825 825 622100 018221 CIVIL-LINK, LLC	UTIL 80968-1	ITY MAINTE 0	ENANCE EXPENSES PROFESSIONAL SERVICES 2024 10 INV P	6,218.21 D-080624	219282 UTILITIES RPR
			ACCOUNT TOTAL	6,218.21	
825 625700 001095 VERIZON WIRELESS	9967993749	0	TELEPHONE & POSTAGE 2024 10 INV P	680.17 D-080624	219034 ACCT 642151677
001167 AT&T MOBILITY 001167 AT&T MOBILITY 001167 AT&T MOBILITY	4319-0724 60413-0724 7424-0624	0 0 0	2024 10 INV P 2024 10 INV P 2024 10 INV P	5,671.03 D-080624 1,910.29 D-080624 86.46 D-080624 7,667.78	219291 CRADLEPOINT FOR SCA 219291 287251660413-UTILIT 219267 UTILITIES SCADA CRA
			ACCOUNT TOTAL	8,347.95	
825 626000 000966 ENTERGY	125007713286	0	UTILITIES 2024 10 INV P	1,311.95 D-080624	219304 17625948 4446 AIRWA



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YEAR/PERIOD: 2024/1 ACCOUNT/VENDOR	TO 2024/11 INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK DESCRIPTION
			<u> </u>			
000966 ENTERGY	125007713287	0	2024 10	INV P	3,192.01 D-080624	219303 17627084 170 COLLEG
000966 ENTERGY	130006594649	0	2024 10	INV P	97.65 D-080624	219308 107599953 2543 JIM
000966 ENTERGY	135007673307	Q.	2024 10	INV P	339.88 D-080624	219305 16836702 6854 TCHUL
000966 ENTERGY	135007673311	Ō	2024 10	INV P	18.17 D-080624	219312 16851461 HUNTERS GL
000966 ENTERGY	145007669052	Ō	2024 10	INV P	41.93 D-080624	219312 16835233 TOWN & COU
000966 ENTERGY	155007595707	Ō	2024 10	INV P	135.88 D-080624	219270 167538396-8827 GETW
000966 ENTERGY	165007601427	Ō	2024 10	INV P	177.34 D-080624	219270 102092335-8182 GETW
000966 ENTERGY	175007553917	Ō	2024 10	INV P	64.64 D-080624	219310 43981182 1903 STARL
000966 ENTERGY	180006609353	Ō	2024 10	INV P	129.24 D-080624	219307 18757831 3401 WOODL
000966 ENTERGY	200005871079	0	2024 10	INV P	82.49 D-080624	219309 57153132 2768 BLACK
000966 ENTERGY	2026078614	0	2024 10	INV P	11,387.04 D-080624	219303 16850588-7525 GREEN
000966 ENTERGY	220006043322	0	2024 10	INV P	15.87 D-080624	219313 16851180 7696 AIRWA
000966 ENTERGY	290006100046	Ō	2024 10	INV P	58.14 D-080624	219027 112498183-1395 PLEA
000966 ENTERGY	290006108193	0	2024 10	INV P	88.71 D-080624	219308 60572526 GROVE MEAD
000966 ENTERGY	295006388380	0	2024 10	INV P	25.07 D-080624	219312 79240206 4154 DAVIS
000966 ENTERGY	300004444624	0	2024 10	INV P	16.39 D-080624	219312 19047166-1281 BROOK
000966 ENTERGY	30009461738	0	2024 10	INV P	59.68 D-080624	219311 16839508-8989 STANT
000966 ENTERGY	305005668268	0	2024 10	INV P	113.78 D-080624	219308 19338714 TURMAN DR
000966 ENTERGY	305005668486	O .	2024 10	INV P	147.39 D-080624	219306 76194174 303 LONG S
000966 ENTERGY	305005669469	Õ	2024 10	INV P	139.38 D-080624	219306 85491660 CHANCEY CO
000966 ENTERGY	325005532643	0	2024 10	INV P	59.84 D-080624	219311 71532782 1433 STATE
000966 ENTERGY	325005532936	0	2024 10	INV P	70.17 D-080624	219310 163913981 SWINNEA R
000966 ENTERGY	330004355965	Õ	2024 10	INV P	62.63 D-080624	219310 16292922-8779 WHITW
000966 ENTERGY	330004358038	0	2024 10	INV P	11,638.24 D-080624	219303 16293136-8779 WHITW
000966 ENTERGY	355005308706	Õ	2024 10	INV P	87.36 D-080624	219308 16835787-HUDGINS RD
000966 ENTERGY	365005242683	0	2024 10	INV P	154.76 D-080624	219306 122867856 4164 HIGH
000966 ENTERGY	370004106728	0	2024 10	INV P	64.73 D-080624	219310 18141937 8440 GREEN
000966 ENTERGY	385005059875	0	2024 10	INV P	119.54 D-080624	219307 87490884 2017 STAR
000966 ENTERGY	385005062094	0	2024 10	INV P	4,778.65 D-080624	219270 76259076-3088 NAIL
000966 ENTERGY	410003214521	0	2024 10	INV P	3,056.66 D-080624	219303 190081844 2017 STAR
000966 ENTERGY	425004641928	0	2024 10	INV P	13.37 D-080624	219313 19045665 6845 MCCAI
000966 ENTERGY	445004515923	Õ	2024 10	INV P	58.98 D-080624	219311 126811512 AIRWAYS B
000966 ENTERGY	45500442650	0	2024 10	INV P	138.54 D-080624	219306 173771627 5937 KUYK
000966 ENTERGY	455004441691	o o	2024 10	INV P	57.01 D-080624	219270 39758438-5850 GETWE
000966 ENTERGY	460003378188	0	2024 10	INV P	57.29 D-080624	219270 16852907-1334 GOODM
000966 ENTERGY	460003387189	0	2024 10	INV P	7,012.67 D-080624	219270 16853459-5850 GETWE
000966 ENTERGY	60008393218	Õ	2024 10	INV P	64.51 D-080624	219310 122346919 LEGENDS L
000966 ENTERGY	60008393219	0	2024 10	INV P	30.51 D-080624	219312 122548779 5253 SWIN
					45,168.09	
001167 AT&T MOBILITY	10592-0724	0	2024 10	INV P	58.85 D-080624	219331 SCADA
001167 AT&T MOBILITY	538869x0724	ŏ	2024 10	INV P	85.46 D-080624	219331 LAPTOP
		-			144.31	
000051 000005	1174 0724	•	2024 10	T. 11. 7. 7.		210225 0206010010001174
002351 COMCAST	1174-0724	0	2024 10	INV P	723.94 D-080624	219336 8396010010001174
			ACCOUNT T	OTAL	46,036.34	
		OR	G 825 T	OTAL	60,602.50	



FY2024 CLAIMS DOCKET D-080624

FUND 0400 UTILITY FUND

YEAR/PERIOD: 2024/1 TO 2024/11
ACCOUNT/VENDOR INVOICE PO YEAR/PR TYP S WARRANT CHECK DESCRIPTION

TOTAL:

178,279.05



FY2024 CLAIMS DOCKET D-080624

YEAR/PERIOD: 2024/1 TO 2024/1 ACCOUNT/VENDOR INVO		YEAR/PR	TYP S	WARRANT	CHECK DESCRIPTION
0600 0600 214700 021029 CHAPLAINS BENEVOLENC JULY 021029 CHAPLAINS BENEVOLENC JULY		GARNISHMENTS 2024 10	INV P INV P	200.00 D-080624 20.00 D-080624 220.00	219280 FD BENEVOLENCE FUND 219281 PD BENEVOLENCE FUND
		ACCOUNT TO	DTAL	220.00	
0600 215700 001407 MS PUBLIC EE CR UN JULY	7-24 0	MS CREDIT UNI 2024 10	ION INV P	2,652.20 D-080624	219289 EMP CONTRIBUTION
		ACCOUNT TO	TAL	2,652.20	
	C	ORG 0600 TO	DTAL	2,872.20	
FUND 0600 PAYROLL	FUND	TOTAL:		2,872.20	

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YEAR/PERIOD: 2024/1 ACCOUNT/VENDOR	TO 2024/11 INVOICE	PO YEAR/PR_TYP S	WARRANT	CHECK DESCRIPTION
180 180 622100 030534 DATAFACTS	R0166784	PLANNING / ENGINEERING DEPT PROFESSIONAL FEES 0 2024 10 DIR P	14.18 w-080624	67215 DATA FACTS FOR JUNE
		ACCOUNT TOTAL	14.18	
		ORG 180 TOTAL	14.18	
211 211 622100 030534 DATAFACTS	R0166784	POLICE DEPARTMENT PROFESSIONAL SERVICES 0 2024 10 DIR P	28.36 w-080624	67215 DATA FACTS FOR JUNE
		ACCOUNT TOTAL	28.36	
		ORG 211 TOTAL	28.36	
290 290 622100 030534 DATAFACTS	R0166784	FIRE DEPARTMENT PROFESSIONAL SERVICES 0 2024 10 DIR P	28.36 w-080624	67215 DATA FACTS FOR JUNE
		ACCOUNT TOTAL	28.36	
		ORG 290 TOTAL	28.36	
411 411 622100 030534 DATAFACTS	R0166784	PARKS DEPARTMENT PROFESSIONAL SERVICES 0 2024 10 DIR P	35.68 W-080624	67215 DATA FACTS FOR JUNE
		ACCDUNT TOTAL	35.68	
		ORG 411 TOTAL	35.68	
\$11 \$11 622100 030534 DATAFACTS	R0166784	ANIMAL CONTROL PROFESSIONAL SERVICES 0 2024 10 DIR P	14.18 w-080624	67215 DATA FACTS FOR JUNE
		ACCOUNT TOTAL	14.18	
		ORG 511 TOTAL	14.18	
902 902 622100 040059 ADP, INC 040059 ADP, INC	666137195 7-19-24	GENERAL EXPENSES PROFESSIONAL SERVICES 0 2024 10 DIR P 0 2024 10 DIR P	1,460.00 w-080624 17,990.82 w-080624 19,450.82	67218 ENHANCED TIME & ATT 67216 PAYROLL SERVICES &
		ACCOUNT TOTAL	19,450.82	
		ORG 902 TOTAL	19,450.82	



FY2024 CLAIMS DOCKET W-080624

YEAR/PERIOD: 2024/1 ACCOUNT/VENDOR	TO 2024/11 INVOICE	P0	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
FUND 0016	GENERAL FUND		TOTAL:	19.571.58		



FY2024 CLAIMS DOCKET W-080624

YEAR/PERIOD: 2024/1 TO 2024/11 ACCOUNT/VENDOR INVOI		YEAR/PR TYP S	WARRANT	CHECK DESCRIPTION
0600 0600 214300 022644 CORPORATE PLANNING 6241 022644 CORPORATE PLANNING 7-19-	PAYROLL FUND 0 -24 0	EMPLOYEE MEDICAL INSURANCE 2024 10 DIR P 2024 10 DIR P	799.00 w-080624 6,984.48 w-080624 7,783.48	67217 FSA PARTICIPANTS & 67212 FSA/DFSA JULY 2024
		ACCOUNT TOTAL	7,783.48	
0600 214900 002311 EMPOWER RETIREMENT 12060	78052 0	DEFERRED COMPENSATION 2024 10 OIR P	7,805.22 W-080624	67213 EMP CONTRIBUTIONS 7
		ACCOUNT TOTAL	7,805.22	
0600 216106 014191 PRE-PAID LEGAL SERVI 705 20	024	ID THEFT/PREPD LEGAL 2024 10 DIR P	2,262.50 W-080624	67214 EMP PRE-PAIO
		ACCOUNT TOTAL	2,262.50	
		ORG 0600 TOTAL	17,851.20	
FUND 0600 PAYROLL F	FUND	TOTAL:	17,851.20	

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YEAR/PERIOD: 2024/1 TO 20 ACCOUNT/VENDOR	024/11 INVOICE	PO	YEAR,	/PR	TYP	s		WARRANT	CHECK	DESCRIPTION	
0400 0400 130700 001789 ANDREWS MARGARET P	44798	UTILITY FUND	ACCOUNTS 2024		EIVAE INV		22.45	υ - 080624			
002879 LIFESTYLE HOME LLC 002879 LIFESTYLE HOME LLC	44819 44822	0 0	2024 2024		INV INV			U-080624 U-080624			
006779 ALLISON MARK	44828	0	2024	10	INV	A	76.10	U-080624			
008730 BOB LIEGH PROPERTIES	44789	0	2024	10	INV	Α	12.45	U-080624			
012774 ADAMS HOMES	44863	0	2024	10	INV	Α	60.65	U-080624			
023556 LANDRETH MICHAEL - R	44873	0	2024	10	INV	Α	13.29	u-080624			
025462 MUDDY WATER 025462 MUDDY WATER 025462 MUDDY WATER 025462 MUDDY WATER	44837 44846 44850 44878	0 0 0 0	2024 2024 2024 2024	10 10	INV INV INV	A A	87.45 87.45	U-080624 U-080624 U-080624 U-080624			
026680 SKY LAKE CONSTRUCTIO	44826 44829 44831 44832 44834 44870	0 0 0 0 0 0	2024 2024 2024 2024 2024 2024 2024 2024	10 10 10 10 10 10	INV	A A A A A	13.85 107.45 31.40 37.25 78.20 31.40	U-080624 U-080624 U-080624 U-080624 U-080624 U-080624 U-080624 U-080624			
026683 PINNACLE DEVELOPMENT	44821	0	2024	10	INV	A	66.50	U-080624			
032994 COURSON VICKIE	44858	0	2024	10	INV	Α	68.59	U-080624			
034210 MYND MANAGEMENT INC 034210 MYND MANAGEMENT INC	44861 44874	0	2024 2024	10 10	INV INV			u-080624 u-080624			
036811 MAIN STREET RENEWAL 036811 MAIN STREET RENEWAL 036811 MAIN STREET RENEWAL	44844 44847 44862	0 0 0	2024 2024 2024	10	INV INV INV	Α	69.90	U-080624 U-080624 U-080624			
036818 REEDY & COMPANY	44871	0	2024	10	INV	A	87.45	U-080624			



YEAR/PERIOD: 2024/1 TO 20	024/11 INVOICE	PO	YEAR/PR		YP S		WARRANT	CHECK	DESCRIPTION
036851 AO PROPCO 1	44838	0	2024 10				U-080624	CHECK	DESCRIPTION
037167 MUDDY RIVERS PROPERT	44839	0	2024 10				U-080624		
037281 EVERNEST LLC. 037281 EVERNEST LLC.	44827 44835	0	2024 10 2024 10		NV A NV A		U-080624 U-080624		
038211 MEMPHIS INVESTMENT P	44840	0	2024 10) I	NV A	49.90	U-080624		
038309 SK1 LLC	44845	0	2024 10) II	NV A	81.60	U-080624		
038969 SK2 LLC	44851	0	2024 10) I	NV A	87.45	U-080624		
039162 NEXPOINT SFR SPE 3,	44867	0	2024 1.0	I	NV A	49.90	U-080624		
039546 GOWEN RENTAL GROUP	44877	0	2024 10) II	NV A	87.45	U-080624		
039802 DAVEY TREE	44836	0	2024 10) II	NV A	659.55	U-080624		
040082 LEGACY NEW HOMES 040082 LEGACY NEW HOMES	44823 44869	0	2024 10 2024 10		NV A NV A		U-080624 U-080624		
040134 HILL KELLY M.	44785	0	2024 10) II	NV A	8.59	u-080624		
040135 WOODS TERRI	44786	0	2024 10) II	NV A	69.90	u-080624		
040136 WALKER ALLEN & MCALL	44787	0	2024 1.0) II	NV A	14.59	U-080624		
040137 HOPPER DARRELL	44788	0	2024 10) II	NV A	87.45	U-080624		
040138 KRACHEN MEGAN	44790	0	2024 10) II	NV A	38.20	u-080624		
040139 YOUNG TYWONDA	44791	0	2024 10) II	NV A	75.75	U-080624		
040140 MCKENZIE JENNIFER	44792	0	2024 10) II	NV A	87.45	U-080624		
040141 HERNANDEZ JUAN	44793	0	2024 10) II	NV A	75.75	U-080624		
040142 COLEMAN JOHN R III	44794	0	2024 10) II	NV A	12.45	U-080624		
040143 WATKINS MAKEDA	44795	0	2024 10) II	NV A	87.45	U-080624		
040144 LOYD DAVID M	44796	0	2024 10) II	NV A	87.45	U-080624		
040145 PIPKIN JR. JAMES E.	44797	0	2024 10) II	NV A	64.54	U-080624		
040146 STAMPS MARNIX	44799	0	2024 10) II	NV A	32.35	U-080624		



YEAR/PERIOD: 2024/1 TO 20 ACCOUNT/VENDOR	024/11 INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
040147 CORLIS BRYAN T	44800	0	2024 10	INV	A	74.84	U-080624		
040148 LARA JOSE	44801	0	2024 10	INV	Α	44.05	U-080624		
040149 VICK BRITTANY	44802	0	2024 10	INV	Α	2.16	U-080624		
040150 PAULK DANIEL ELIJAH	44803	0	2024 10	INV	Α	87.45	U-080624		
040151 DAVIS NORMAN (TENANT	44804	0	2024 10	INV	Α	68.37	U-080624		
040152 LEWIS DERRICK	44805	0	2024 10	INV	Α	32.80	U-080624		
040153 PROCTOR EVA	44806	0	2024 10	INV	Α	87.45	U-080624		
040154 MORRIS SARAH	44807	0	2024 10	INV	Α	49.90	U-080624		
040155 SACCO FRANCESCA	44808	0	2024 10	INV	Α	28.04	U-080624		
040156 BODIEDBYBRE PHOTOGRA	44809	0	2024 10	INV	Α :	157.20	U-080624		
040157 KELLY PATRICK ALAN	44810	0	2024 10	INV	Α	49.90	U-080624		
040158 ARCHIE MARKESSE (TEN	44811	0	2024 10	INV	Α	69.90	U-080624		
040159 SMITH ASHLEIGH (TENA	44812	0	2024 10	INV	Α	12.35	U-080624		
040160 HUDDLESTON CANDACE	44813	0	2024 10	INV	Α	8.59	U-080624		
040161 ROBERTS KYLE (TENANT	44814	0	2024 10	INV	Α	69.90	U-080624		
040162 KEELIN AAELA (TENANT	44815	0	2024 10	INV	Α	27.20	U-080624		
040163 PRIDE CONSTRUCTION	44816	0	2024 10	INV	A	250.00	U-080624		
040164 ALBERSON ALICIA	44817	0	2024 10	INV	Α	49.90	u-080624		
040165 ORR ASHLEY	44818	0	2024 10	INV	Α	78.20	U-080624		
040166 MCGHEE JAKEVIA (TENA	44820	0	2024 10	INV	Α	20.65	U-080624		
040167 HARDY JENNIFER NICOL	44825	0	2024 10	INV	Α	87.45	U-080624		
040168 CLARK HASKINS MS REA	44830	0	2024 10	INV	Α	49.90	U-080624		
040169 MALLETT GENE & LINDA	44833	0	2024 10	INV	Α :	101.60	U-080624		
040170 DMH REALTY LLC	44841	0	2024 10	INV	Α	49.90	U-080624		
040171 ADI, LLC	44842	0	2024 10	INV	Α	76.10	U-080624		
040172 EVANS DELDISE	44843	0	2024 10	INV	Α	51.00	U-080624		



YEAR/PERIOD: 2024/1 TO 20 ACCOUNT/VENDOR									
ACCOUNT/ VENDOR	INVOICE	PO	YEAR/P	R	TYP S		WARRANT	CHECK	DESCRIPTION
040173 LINVILLE INVESTMENT	44848	0	2024 1	.0	INV A	31,15	U-080624		
040174 ANDERSON RENTALS LLC	44849	0	2024 1	.0	INV A	76.10	U-080624		
040181 DAVES SARAH	44854	0	2024 1	.0	INV A	49.90	u-080624		
040182 EVANS MOLLIE	44855	0	2024 1	.0	INV A	49.90	U-080624		
040183 SMITH CYNTHIA ANN	44856	0	2024 1	.0	INV A	87.45	U-080624		
040184 GARCIA MARGARITO	44857	0	2024 1	.0	INV A	20.65	U-080624		
040185 HUDDLESTON MICHAEL	44859	0	2024 1	.0	INV A	75.75	U-080624		
040186 HARRIS NIYA	44860	0	2024 1	.0	INV A	75.75	U-080624		
040187 LATHROP ALFRED	44864	0	2024 1	.0	INV A	20.65	U-080624		
040188 ALDANA MAIKOL	44865	0	2024 1	.0	INV A	44.05	U-080624		
040189 HOFF JORDAN	44866	0	2024 1	.0	INV A	87.45	U-080624		
040190 IANNIELLO BELINDA	44868	0	2024 1	0	INV A	8.95	U-080624		
040191 RAY DANIEL	44875	0	2024 1	0	INV A	81.60	u-080624		
040192 SIMS CORBIN & ABBY	44876	0	2024 1	0	INV A	87.45	U-080624		
040193 ALLSTAR MANAGEMENT	44879	0	2024 1	0	INV A	125.00	U-080624		
		,	ACCOUNT '	TOT	AL	6,371.23			
		ORG (0400	TO	TAL	6,371.23			
FUND 0400 UTIL	ITY FUND		TOTAL:			6,371.23			

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The City of Southaven Docket Recap August 6, 2024 Special Docket

General Fund

Fire

Ems

Public Works

Parks

Facilities Management

Tourist & Convention

Payroll Fund

\$18,913.36

SPECIAL DOCKET TOTAL

\$18,913.36

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



FY2024 CLAIMS DOCKET S-080624

YEAR/PERIOD: 2024/1 TO 2024/11 ACCOUNT/VENDOR INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK DESCRIPTION
0600 0600 216108 022642 LIFE INSURANCE COMPA 7-30-24	0	OLUNTARY LIFE INSURANCE 2024 10 DIR P	18,913.36 s-080624	67219 JULY 2024 MONTHLY B
	ORG ·	ACCOUNT TOTAL 0600 TOTAL	18,913.36 18,913.36	
FUND 0600 PAYROLL FUND		TOTAL:	18,913.36	

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