

**MUNICIPAL DOCKET
MAYOR AND BOARD OF ALDERMEN MEETING
AUGUST 15, 2023 BEGINNING AT 6:00 P.M.**

ALDERMEN							
Mayor	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	At Large
Allen Latimer	Mike Guice	Tommy Bledsoe	Jackie Bostick	Dave Young	LaShonda Johnson	Robby DuPree	Danny Klein

Meeting Called To Order

Invocation:

Pledge of Allegiance:

Roll Call

Mayor Allen Latimer

Alderman Bledsoe

Alderman Young

I. Vote on Municipal Docket

II. Consent Agenda

- A. Approval of minutes for August 1, 2023 Mayor and Board of Aldermen meeting.
- B. Approval of Animal Care Technician job description effective August 15, 2023.
- C. Request to hire L. Tirrell as part time animal care technician at an hourly rate of \$13.00 per hour with no benefits, effective August 16, 2023.
- D. Request to approve attendance of B. Simco to StormCon2023 August 28-31, 2023, in Dallas, TX at a cost not to exceed \$1600.00.
- E. Request to approve attendance of A. Hockensmith for Destination Downtown Conference in Monroe, LA September 13-15, 2023 at a cost not to exceed \$600.00.
- F. Request to approve Budget Transfer Request in the Street Department.
- G. Request to approve renewal of premiums with Higginbotham Insurance for property and casualty insurance at a total not to exceed \$830,923.57.
- H. Request to hire R. Willingham, Jr. as P1 at a rate of \$24.51 per hour plus benefits with a transfer date of August 20,2023.
- I. Request authorization to enter into a 5(five) year updated contract with Flock Group Inc. dba Flock Safety at a total cost not to exceed \$127,500.00 for continuation of 10 LPR cameras.
- J. Request approval of Agreement among the City of Horn Lake, City of Southaven, DeSoto County, and Horn Lake Creek Basin Interceptor Sewer District for Emergency DeSoto County Wastewater System Construction – Phase I and approval of Subrecipient Agreement between the City of Horn Lake and Horn Lake Creek Basin Interceptor Sewer District for the project, in substantially the same form as presented.

- K. Request to approve Pay Estimate No 8- Final – EWP Five V arious Sites to Quinn Contracting Inc. in the amount of \$15,334.68.
- L. Request to approve Pay Estimate No. 7 – Nail Road WTP to Phillips Contracting Co. Inc. in the amount of \$54,313.40.
- M. Request to purchase two (2) 2023 RAM 1500 V-6 Regular Cab in the Utility Department from Landers Dodge Jeep at a cost of \$29,500.00 each for a total of \$59,000.00.
- N. Request to award contract to Womble Engineering for surveying, civil engineering and design services, and production of construction documents pertaining to the new animal shelter to be built at 6870 Center St., not to exceed \$52,000.00 being the lowest and bet bid received.
- O. Recommendation to suspend Employee # 590 for five (5) days without pay, effective August 26, 2023, for violation of policy #s 701- Unsatisfactory Conduct, #12 – Deliberate or willful failure to observe any written regulation or order prescribed by competent authority, and # 21- violation of safety rules or practices.

III. Claims Docket

IV. Special Guests/ Presentations

- A. Ed Flynn- Samaritans
- B. Nikiel Winston – Healthy Life Global

V. Planning

- A. Case No. 2023-13-AI – Request for a text amendment to Article XII, “Use Chart,” of the City’s Zoning Ordinance – regarding schools and daycares and medical cannabis dispensaries. **(All Wards)**
- B. Case No. 2023-20 – SDFP – Willow Point Phase 3 Final plat revision – Approx. 5249 Greenwood Rd. **(Ward 1)**
- C. Case No. 2108 -SDFP – Sage Creek Final Plat, Phase I – Approx. 5070 Goodman Rd. W. **(Ward 1)**

VI. New Business

- A. Resolution for cleaning private property.
- B. Discussion to contract with Camino Technologies for Planning, Code enforcement case , Business licensing, and Animal Control case management software for a three (3) year contract at a cost of \$98,713.00, being the lowest and best bid received.
- C. Discussion on proposed Oracle Local Government Software: Daniel Feinstone
- D. Discussion of FY2024 budget.

E. Public Hearing on proposed Budget and Tax Levy for Fiscal Year 2023-2024.

VII. Citizen Remarks

VIII. Mayor / Alderman Correspondence

IX. Department Head Correspondence

X. Engineer Correspondence

XI. City Attorney Correspondence

XII. Executive Session

XIII. Adjourn

August 15, 2023

Be it remembered that the meeting of the Mayor and Board of Aldermen of the City of Horn Lake, Mississippi was held on August 15, 2023 beginning at 6:00 p.m., it being the said time and place for conducting the meeting.

When and where the following were present: Mayor Latimer, Alderman Klein, Alderman Bledsoe, Alderman Bostick, Alderman Johnson, Alderman DuPree, Alderman Young, Steven Boxx, Public Works Director, Nikki Pullen, Police Chief, David Linville, Fire Chief, Drew Coleman, Parks and Rec Director, Glenn Andrews, Animal Control Director, Chad Bahr, Planning Director, Vince Malavasi, City Engineer, Jim Robinson, CAO/City Clerk, Arianne Linville, HR Director/Deputy City Clerk, and Billy Campbell, City Attorney.

Absent: Alderman Guice.

Order #08-14-23

Order to approve Municipal Docket

Be It Ordered:

By the Mayor and Board of Aldermen to approve the Municipal Docket, as presented.

Said motion was made by Alderman Young and seconded by Alderman DuPree.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: Alderman Guice.

So ordered this 15th day of August, 2023.

Mayor

Attest:

CAO/City Clerk
Seal

Order #08-15-23

Order to approve Consent Agenda

Be It Ordered:

By the Mayor and Board of Aldermen to approve the Consent Agenda items A-N with items D,E, and O being moved to Executive Session..

- A. Approval of minutes for August 1, 2023 Mayor and Board of Aldermen meeting.
- B. Approval of Animal Care Technician job description effective August 15, 2023.
- C. Request to hire L. Tirrell as part time animal care technician at an hourly rate of \$13.00 per hour with no benefits, effective August 16, 2023.
- F. Request to approve Budget Transfer Request in the Street Department.
- G. Request to approve property, liability, worker's compensation, and other miscellaneous coverage renewal for 2023-2024 as presented in Higginbotham Insurance's letter of August 9, 2023, with a total annual premium of \$830,923.57, effective October 1, 2023.
- H. Request to hire R. Willingham, Jr. as P1 at a rate of \$24.51 per hour plus benefits with a transfer date of August 20,2023.
- I. Request authorization to enter into a 5(five) year updated services contract with Flock Group Inc. dba Flock Safety at a total cost not to exceed \$127,500.00 for continuation of 10 LPR cameras.
- J. Request approval of Agreement among the City of Horn Lake, City of Southaven, DeSoto County, and Horn Lake Creek Basin Interceptor Sewer District for Emergency DeSoto County Wastewater System Construction – Phase I and approval of Subrecipient Agreement between the City of Horn Lake and Horn Lake Creek Basin Interceptor Sewer District for the project, in substantially the same form as presented, with such completions,changes,insertions, and modifications as might be approved by the Mayor and/or city attorney.

- K. Request to approve Pay Estimate No 8- Final – EWP Five Various Sites to Quinn Contracting Inc. in the amount of \$15,334.68.
- L. Request to approve Pay Estimate No. 7 – Nail Road WTP to Phillips Contracting Co. Inc. in the amount of \$54,313.40.
- M. Request to purchase two (2) 2023 RAM 1500 V-6 Regular Cab in the Utility Department from Landers Dodge Jeep at a cost of \$29,500.00 each for a total of \$59,000.00, being the lowest and best bid received.
- N. Request to approve August 10, 2023 letter agreement with Womble Engineering for surveying, civil engineering design services, and production of construction documents pertaining to the new animal shelter to be built at 6870 Center St., with total compensation not to exceed \$52,000.00.

Said motion was made by Alderman Bostick and seconded by Alderman Bledsoe.
A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Bostick, Alderman Johnson, and Alderman DuPree.

Nays: Alderman Young.

Absent: Alderman Guice.

So ordered this 15th day of August 2023.

Mayor

Attest:

CAO/City Clerk
Seal

City of Horn Lake

Job Description --- Animal Care Technician

(Adopted 08/15/2023)

Purpose of Position

Enforce city and state laws pertaining to animal control; ensure that complaints are handled efficiently and effectively; educate the public in pet responsibility and ensure the protection and safety of animals and people in the city.

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the class.

Major Duties and Responsibilities

1. Assists in the daily functions of the animal shelter.
2. Maintains the shelter to ensure conditions are sanitary.
3. Performs general cleaning of office, restrooms, and other areas of the facilities; performs minor maintenance of facility and equipment.
4. Feeds and waters animals according to schedule; cleans kennels and cages using appropriate cleaning agents and equipment.
5. Enters data in computer including but not limited to Animal Location updates and memos that relay any intentions from a third party.
6. Maintains supplies for shelter, such as drugs, food, maintenance items; verifies that all items are received and forwards all invoices to the Animal Control Director for payment.
7. Performs outside maintenance such as mowing grass, trimming shrubs, and general cleanup around the facility.
- 8.. Assists customers in selecting animals for adoption or for reclaim.
9. Interacts with team members.
- 10 Works rotating shifts as assigned.
11. Regular and punctual attendance.

12. Communicate effectively verbally and write clearly, accurately, concisely, legibly, and with correct English grammar, construction and spelling.

13. Perform any other related duties as required or assigned.:

Overall, Knowledge, Skills and Abilities

Knowledge

- Various breeds of dogs, cats and other domestic animals.
- Basic methods of animal collection and impoundment
- Principles and practices of record keeping and recording.
- Pertinent federal, state, and local laws, codes and regulations related to the care and control of animals.
- Enforce animal regulations.
- Learn, interpret, and apply laws and regulations of the City related to animal control.
- Learn and utilize proper handling and muzzling techniques.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Pass a medical physical examination and drug test.
- Meet the City's driving standards.
- Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following; exposure to dirt, air contaminants, animals, temperature extremes, noise and toxic materials.
- May Push, pull or lift equipment, supplies and/or animals weighing over 100 lbs.
- Bend, twist, climb, crawl, squat, kneel or stoop to perform animal control duties.
- Stand, walk or run to perform animal control duties.

Job Context

The Animal Care Technician may be a part-time and/or full-time and permanent position of the Animal Control Department. The immediate supervisor for this position is the Director of Animal Services. The person in this position has no supervisory authority. This position works regular hours year-round, although at times it may require more than the scheduled hours. The person in this position may be required to perform shift work and may be required to be on call in the event of staff shortage or needs of the department. This position is 95% indoors, while remaining 5% outdoors on community projects at times. This position has accountability for monetary and fiscal issues related to the work for which the position is responsible.

There is exposure to chemicals and/or hazardous materials. The Animal Care Technician position may be required to attend relevant training to enhance skills.

FLSA: Non-Exempt

Reports To: Animal Control Director

SUPERVISES: N/A

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change. Characteristics described in this job description are representative of those an employee encounters while performing this job. Reasonable accommodations may be made to enable individuals with disabilities to perform them. I have read and understand the contents of this Job Description, and I have received a copy of this Job Description for my records.

Signature Acknowledging Job Description

Date

Adopted: 08/15/2023

Horn Lake,
Mississippi

BUDGET TRANSFER REQUEST

Fund/Department #

301

STREET

Updated 07/24

Date: 8/9/2023

Date: 8/9/2023					
ACCT #	LINE ITEM	ANNUAL BUDGET	INCREASE	DECREASE	NEW ANNUAL BUDGET
301-630600	VEHICLES	190,000		\$ 103,119.66	86,880
301-630400	MACHINERY AND EQUIPMENT	30,000	\$ 103,119.66		133,120

	TOTALS	220,000	\$ 103,119.66	\$ 103,119.66	

Reason for Request: FISCAL YEAR END 2023

(Show detailed justification)

Requested by: STEVEN BOXX

For Department: STREET

SUBRECIPIENT AGREEMENT

BY AND BETWEEN

HORN LAKE CREEK BASIN INTERCEPTOR SEWER DISTRICT

(UEI #: XH31M5MVWHT3)

AND HORN LAKE, MISSISSIPPI (UEI #: _____)

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

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

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

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

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

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

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

WHEREAS, the Subrecipient proposes to construct a storage facility for excess flow of the District and associated infrastructure, identified as the Emergency DeSoto Co Wastewater System Construction - Phase I (the Project) and the City wishes to provide funding to the Subrecipient for such purpose; and

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

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

Section 1. Overview

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

Section 1.2. Source of Funding. This Agreement is funded by a portion of the total sum of Six Million Seven Hundred Four Thousand Six Hundred Ninety Dollars (\$6,704,690.00) allocated to the City by the Coronavirus State Local Fiscal Recovery Fund created under Section 603 of ARPA.

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

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

Section 1.5. Term. This Agreement will govern the performance of the parties for the period September 1, 2023 (the Effective Date) through December 31, 2026 (the Expiration Date), unless earlier terminated by either party in accordance with the terms hereof, except as certain provisions are specifically noted to survive expiration or termination. This contract shall remain in effect until one of the following two events

has occurred: (i) the Subrecipient and the City replace this Agreement with another written agreement; or (ii) all the Subrecipient's obligations under this Agreement have been met.

Section 2. Scope of Funded Activities

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

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

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

Section 2.3. Prior Approval for Changes. The foregoing notwithstanding, upon written request of the Subrecipient, the City may, from time to time, approve a revision within line items of the Approved Budget which does not change the total amount of the subaward. The City will evaluate such request and issue a written approval or denial based on the justification provided by the Subrecipient. In no case shall the revision change the total amount of the subaward without approval by the City Governing Authorities. Budget revisions that require action by the City Governing Authorities will not be approved in the thirty (30) days immediately preceding the Expiration Date. Subrecipient acknowledges that budget revisions, whether approved by the City or its designee, are incorporated herein and constitute an enforceable amendment to this Agreement.

Section 3. Compensation

Section 3.1. Payment of Funds.

- (a) Subrecipient must incur and pay costs in accordance with the Approved Budget and for the performance of the Approved Activities in an amount not to exceed \$3,000,000.00 (Total Agreement Funds or Program Funds, but not to include Program Income in this total as discussed below). The funds shall be paid only for documented expenditures that are: (i) reasonable and necessary to carry out the scope of Approved Activities; (ii) documented by contracts or other evidence of liability consistent with established City and Subrecipient procedures; (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable hereunder; and, (iv) there will be no payment of funds for Program Income Subrecipient receives and uses as noted

above.

- (b) Program Funds shall be paid on a lump-sum basis in full within 45 days of the Effective Date. The Subrecipient shall use the funds only for eligible expenditures incurred on or after the Effective Date and prior to the earlier of the Expiration Date or the last day of the Term. All payments made by the Subrecipient using the Program Funds shall be substantiated by submitting the supporting documentation to the City as set out below.
- (c) The amount of Program Funds is subject to adjustment by the City only if a substantial change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to completion of the Scope of Services.

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

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

Section 4. Financial Accountability and Grant Administration

Section. 4.1. Financial Management. Subrecipient shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement and with any Program Income earned, if applicable, as a result of funds received hereunder. Subrecipient must administer all such funds in accordance with applicable federal and state requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) as required by the ARPA/SLFRF Assistance Listing (21.027). Subrecipient shall adopt such additional financial management procedures as may from time-to-time be prescribed by the City if required by applicable federal or state laws or regulations, or guidelines from U.S. Department of Treasury (Treasury). Subrecipient shall maintain detailed, itemized documentation and other records of all income received, if any, and expenses incurred pursuant to this Agreement.

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

REPORT

DEADLINE

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

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

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

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

Subrecipient shall provide notice of the completion of any required audits and shall provide access to such audits and other financial information related to the Agreement upon request.

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

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

Section. 4.5. Closeout.

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

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

Section 5. Compliance with Grant Agreement and Applicable Laws

Section 5.1. General Compliance. Subrecipient shall perform all Approved Activities funded by this Agreement in accordance with this Agreement, the award agreement between the City and Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations,

executive orders, directives or other requirements. Such requirements may differ from Subrecipient's current policies and practices.

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

(a) Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).

(b) Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARPA/SLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

(c) Guidance Documents. Applicable guidance documents issued from time-to-time by the U.S. Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.

(d) Mississippi Law. This Agreement is also subject to all applicable laws of the state of Mississippi.

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

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

Section 5.4. Procurement Requirements.

- (a) Procurement Policy. Consistent with 2 CFR 200 compliance requirements, including the standards set out in 2 CFR 200.318 for the acquisition of property, equipment, supplies, or services required under this Agreement, Subrecipient must comply with their own Procurement Policies and Procedures relative to 2 CFR 200.317-327 concerning the purchase of goods and services, including professional services, and shall maintain inventory records of all non-expendable personal property as may be procured with funds provided hereunder.
- (b) Subcontracts. The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such subcontract. The Subrecipient shall cause all the provisions of this Agreement in their entirety to be incorporated in and made a part of any such subcontract. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection/procurement process.
- (c) Debarment Certification. The Subrecipient must not be listed in the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," on SAM.gov. The Subrecipient must verify that all contractors and subcontractors are not listed in the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," on SAM.gov prior to entry into a contract or subcontract.
- (d) City Review of Solicitations. Except for micro-purchases made pursuant to 2 CFR 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 CFR 200.320(a)(2), if Subrecipient proposes to enter into any contract for the performance of any of the Approved Activities under this Agreement, the Subrecipient shall forward to the City a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The City will review the solicitation and provide comments, if any, to Subrecipient within ten (10) business days. Failure to respond within ten (10) business days does not constitute approval by the City. Consistent with 2 CFR 200.325, the City will review the solicitation for compliance with applicable procurement standards. The City's review and comments shall not constitute a binding approval of the solicitation. Regardless of the City's review, Subrecipient remains bound by all applicable laws and regulations, and the terms of this Agreement. If during its review the City identifies any deficiencies, then the City will communicate those deficiencies to Subrecipient as quickly as possible.

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

Section 5.5. Use and Reversion of Assets

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

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

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

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

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

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

The Subrecipient acknowledges, by executing this Agreement, that it must notify the City of the receipt of any program income during the calendar month that such program income is generated. In addition, the Subrecipient shall add program income earnings to the total subaward amount and expend it on eligible expenditures related to their project during the award period. Such program income must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient. The Subrecipient shall account for and expend program income in compliance with the Uniform Guidance and in accordance with Treasury’s regulations that govern expenditures of SLFRF funds, including the Final Rule, and the State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, which provides: *“Recipients of SLFRF funds should calculate, document, and record the organization’s program income. Additional controls your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.”*

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

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

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

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

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

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

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

this Agreement.

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

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

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

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

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

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

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

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

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

Section 5.14. Publications or Signage.

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

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

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

Section 5.16. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. As required by 2 CFR 200.216, Subrecipient shall not obligate or expend funds received hereunder to (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered

telecommunications equipment or services (as described in Public Law 115-232, Section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

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

Section 5.18. Highest Compensated Officers. The names and total compensation of the five most highly compensated officers of Subrecipient shall be listed if the Subrecipient in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards; and \$25,000,000 or more in annual gross revenues from federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. See FFATA Section 2(b)(1), Code of 1986. If this requirement applies to Subrecipient, Subrecipient will submit the list of its five most highly compensated officers to the City within thirty (30) days of the execution of this Agreement and yearly thereafter during the Agreement term.

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

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

Section 5.21. Prohibited Activities.

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

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

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

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

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

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

Section 6. Cooperation in Monitoring and Evaluation

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

Section 6.2. Subrecipient Responsibilities.

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

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

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

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

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

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

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

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

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

Section 7. Default and Termination.

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

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

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

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

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

Section 8. General Conditions

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

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

Section 8.3. Insurance.

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

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

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

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

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

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

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

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

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

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

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

(a) If to the City:

Jim Robinson

Marie Shoemaker

3101 Goodman Road

Horn Lake, MS 38637

jrobinson@hornlake.org

mshoemaker@hornlake.org

(b) If to the Subrecipient:

Jim Cook, District Manager

Horn Lake Creek Basin Interceptor Sewer District

P.O. Box 178

979 Rasco Rd E

Southaven, MS 38671

hornlakesewer@gmail.com

Section 8.11 Amendments.

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

(c) This Agreement shall be deemed amended by law so as to conform with federal, state or local governmental guidelines and policies, as the same may be amended from time to time.

Section 9. Agreement Representatives

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

For the City:

Jim Robinson

Marie Shoemaker

3101 Goodman Road

Horn Lake, MS 38637

jrobinson@hornlake.org

mshoemaker@hornlake.org

For the Subrecipient:

Jim Cook

Horn Lake Creek Basin Interceptor Sewer District

P.O. Box 178

979 Rasco Rd E

Southaven, MS 38671

hornlakesewer@gmail.com

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

CITY OF HORN LAKE, MS

Date: _____

Allen B. Latimer, Mayor

ATTEST:

City Clerk

HORN LAKE CREEK BASIN INTERCEPTOR SEWER
DISTRICT.

Date: _____

Name, Title

STATE OF MISSISSIPPI

DESOTO COUNTY

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

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

Notary Public, state of Mississippi at Large

My commission expires: _____

STATE OF MISSISSIPPI

DESOTO COUNTY

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

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

Notary Public, state of Mississippi at Large

My commission expires: _____

Attachment A: Subaward Data

Subrecipient Name	Horn Lake Creek Basin Interceptor Sewer District
Subrecipient Unique Entity Identifier:	XH31M5MVWHT3
Federal Award Identification Number (FAIN):	SLFRP2826
Federal Award Date of Award to the Recipient by the Federal Agency:	March 3, 2021
Subaward Period of Performance Start Date:	September 1, 2023
Subaward Period of Performance End Date:	September 30, 2026
Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$3,000,000.00
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$3,000,000.00
Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$3,000,000.00
Federal Award Project Description:	
Name of Federal Awarding Agency:	U.S. Department of Treasury
Name of Pass-Through Entity:	City of Horn Lake, MS
Contact Information for City Authorizing Official:	Allen B. Latimer Mayor, City of Horn Lake, MS mayor@hornlake.org
Contact Information for City Project Manager:	Jim Robinson, City CAO/City Clerk Marie Shoemaker, City Finance Director

	jrobinson@hornlake.org mshoemaker@hornlake.org
CFDA Number and Name:	21.027- Coronavirus State and Local Fiscal Recovery Funds
Identification of Whether Subaward is R&D:	<u>Not</u> R&D
Subrecipient Indirect Costs:	See <u>Attachment C</u> – Approved Budget

Attachment B: Approved Activities/Scope of Services

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

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

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

Attachment C: Approved Budget

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

<u>REVENUES</u>	ARPA Funds	Other Funds (NON-ARPA)	Total
City of Horn Lake Coronavirus State and Local Fiscal Recovery Funds Awarded to Subrecipient	\$3,000,000.00	\$0.00	\$0.00
<u>Budget Cost Categories</u>			Total Expenditures
Personnel (Salary and Wages)	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual Services and Subawards	\$0.00	\$0.00	\$0.00
Consultant (Professional Service)	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Occupancy (Rent and Utilities)	\$0.00	\$0.00	\$0.00
Telecommunications	\$0.00	\$0.00	\$0.00
Training and Education	\$0.00	\$0.00	\$0.00
Direct Administrative Costs	\$0.00	\$0.00	\$0.00
Miscellaneous Costs	\$0.00	\$0.00	\$0.00

<i>Add additional cost items as needed</i>	N/A	\$0.00	\$0.00
Total Costs Federal Grant Funds (Lines 1 through 13) <u>MUST EQUAL REVENUE</u> <u>TOTALS ABOVE</u>	\$0.00	\$0.00	\$0.00

Attachment D: Key Personnel

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

Name: Jim Cook	
Title: District Manager	Phone: (901) 342-4723 or (901) 326-2139
Email Address:	

hornlakesewer@gmail.com
Address: P.O. Box 178, 979 Rasco Road East, Southaven, MS 38671

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

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

Attachment E: Coronavirus State Fiscal Recovery Fund Award Terms & Conditions

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE FISCAL RECOVERY FUND

AWARD TERMS AND CONDITIONS

- 1) Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 2) Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
- 3) Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
- 4) Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 5) Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 6) Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

- 7) Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
- 8) Conflicts of Interest. Recipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- 9) Compliance with Applicable Law and Regulations.
- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.

- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10) Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11) Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12) False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13) Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

14) Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15) Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16) Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;

- iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Attachment F: Lobbying Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Subrecipient's Authorized Official

Name and Title of Subrecipient's Authorized Official

Date

Attachment G: City Insurance Requirements

(a) **General Requirements.** The Subrecipient must maintain- and assure that its contractors, subcontractors and subrecipients maintain- for the duration of the Agreement, at their own cost and expense, primary liability insurance against claims for injuries (including death) to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Agreement by Subrecipient, its agents, employees, assigns, contractors, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission.

(b) **Commercial General Liability Insurance.** At its sole cost and expense, the Subrecipient must maintain occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year.

The City, its officers, officials, employees, and volunteers must be covered as additional insureds under the general liability policy covering the City's oversight of the Subrecipient; the premises operations, whether owned or leased; and products and completed operations.

The Subrecipient shall ensure that its contractors, subcontractors, and subrecipients carry the commercial general liability insurance at the limits described above.

(c) **Professional Liability Insurance.** The Subrecipient shall assure that any representatives, assigns, and subcontractors performing professional services under this Agreement purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. *Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.*

(d) **General Provisions.** All insurance coverage must be with a carrier licensed to do business in the State of Mississippi and with a Best's rating of at least A-.

(e) All certificates and endorsements must be received by the City prior to beginning any activity provided for under the Agreement. The Subrecipient must notify the City immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The City reserves the right to request complete copies of the Subrecipient's insurance policy, including endorsements, at any time.

- (f) **The insurance coverage limits do not limit the Subrecipient's liability under this Agreement.**

Attachment H: Assurance of Compliance with Civil Rights Requirements

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Governing Authority of the Treasury through Horn Lake, Mississippi, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Governing Authority of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the Subrecipient's programs, services and activities, so long as any portion of the Subrecipient 's program(s) is federally assisted in the manner proscribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Governing Authority of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Governing Authority of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Governing Authority of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Governing Authority of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 USC § 2000d et seq.), as implemented by the Governing Authority of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 USC § 2000d et seq., as implemented by the Governing Authority of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Governing Authority of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Governing Authority of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Subrecipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Governing Authority of the Treasury of any

complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Governing Authority of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that subrecipients also comply with Title VI and other applicable authorities covered in this document. Subrecipients that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the signing official(s) on behalf of the Subrecipient certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Subrecipient is in compliance with the aforementioned nondiscrimination requirements.

Attachment I: Equal Opportunity Clause

Title 41 CFR Subtitle B chapter 60 Part 60-1

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(2) [Reserved]

(c) **Subcontracts.** Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

Attachment J: Debarment Certification

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of

this certification; and

- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name: Horn Lake Creek Basin Interceptor Sewer District

Date: _____

By: _____

Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is

erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Attachment K: Appendix II to Part 200- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), 12935, [3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) [Davis-Bacon Act](#), as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the [Davis-Bacon Act](#) ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or

Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) [Contract Work Hours and Safety Standards Act](#) ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) [Clean Air Act](#) ([42 U.S.C. 7401-7671q](#).) and the [Federal Water Pollution Control Act](#) ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the [Clean Air Act](#) ([42 U.S.C. 7401-7671q](#)) and the [Federal Water Pollution Control Act](#) as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

Attachment L: SF 424D Statement of Assurances Construction Program

[View Burden Statement](#)

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.


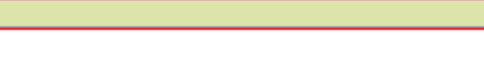


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Standard Form 424D (Rev. 7-97)
Prescribed by OMB Circular A-102

Attachment H: SF 424D Statement of Assurances Construction Program

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	
APPLICANT ORGANIZATION	DATE SUBMITTED
	

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

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

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

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

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

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

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

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

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

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

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

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

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

RECITALS

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

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

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

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

I. DISTRICT COMMITMENTS

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

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

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

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

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

II. COUNTY COMMITMENTS

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

III. SOUTHAVEN COMMITMENTS

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

IV. HORN LAKE COMMITMENTS

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

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

V. MUTUAL TERMS AND COMMITMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DESOTO COUNTY

BY: _____
PRESIDENT,
BOARD OF SUPERVISORS

DATE: _____
ATTEST: _____

CLERK - BOARD OF SUPERVISOR

CITY OF SOUTHAVEN

BY: 
HON. DARREN MUSSELWHITE, MAYOR

DATE: 8-17-23

ATTEST: 
CITY CLERK

CITY OF HORN LAKE

BY: _____
HON. ALLEN LATIMER, MAYOR

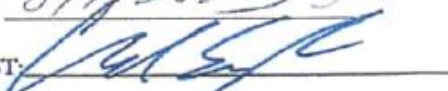
DATE: _____

ATTEST: _____
CITY CLERK

HORN LAKE CREEK BASIN INTERCEPTOR SEWER DISTRICT

BY: 
CHAIRMAN

DATE: 8/9/2023

ATTEST: 

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

DESOTO COUNTY

BY: R. K. Demison
PRESIDENT,
BOARD OF SUPERVISORS

Misty Heffner Misty Heffner, Chancery Clerk



DATE: 8/14/2023
ATTEST:

Tracy McGee, DC
CLERK - BOARD OF SUPERVISOR

CITY OF SOUTHAVEN

BY: Darren Musselwhite
HON. DARREN MUSSELWHITE, MAYOR

DATE: 8-17-23

ATTEST: Andree Mullen
CITY CLERK

CITY OF HORN LAKE

BY: _____
HON. ALLEN LATIMIER, MAYOR

DATE: _____

ATTEST: _____
CITY CLERK

HORN LAKE CREEK BASIN INTERCEPTOR SEWER DISTRICT

BY: _____
CHAIRMAN

DATE: _____

ATTEST: _____



**CITY OF HORN LAKE
BOARD MEETING
8/15/2023**

Department	8/10/2023	Overtime Amount
Animal Control	\$9,608.13	\$1,936.63
Judicial	\$12,777.75	\$107.19
Fire/Amb	\$150,532.66	\$0.00
Fire/Budgeted OT	\$0.00	\$9,561.02
Fire/Non Budgeted OT	\$0.00	\$2,910.41
Fire/ST Non Budgeted OT	\$0.00	\$0.00
Finance	\$15,623.02	\$69.96
Legislative	\$4,771.01	\$0.00
Executive	\$4,562.26	\$0.00
Parks	\$15,273.34	\$76.55
Planning	\$17,167.99	\$0.00
Police	\$142,586.94	\$7,755.83
Public Works - Streets	\$9,687.46	\$103.93
Public Works - Utility	\$31,743.46	\$1,280.23
Grand Total	\$414,334.02	\$23,801.75



**CITY OF HORN LAKE
BOARD MEETING**

8/15/2023

CLAIMS DOCKET RECAP C-081523 D-081523 C080523

NAME OF FUND				TOTAL
GENERAL FUND				\$490,719.15
	COURT COSTS		\$58,747.64	
	EXECUTIVE		\$0.00	
	LEGISLATIVE		\$0.00	
	JUDICIAL		\$1,028.50	
	FINANCIAL ADMIN		\$362.26	
	PLANNING		\$1,049.94	
	POLICE		\$54,746.84	
	FIRE & EMS		\$26,773.80	
	STREET DEPARTMENT		\$30,329.49	
	ANIMAL CONTROL		\$6,339.01	
	PARKS & REC		\$85,716.90	
	PARK TOURNAMENT		\$0.00	
	PROFESSIONAL EXPENSE		\$225,624.77	
	DEBT SERVICES		\$0.00	
	HEALTH INSURANCE		\$0.00	
BOND FUNDED CAP PROJECT EXPENSE				\$0.00
LIBRARY FUND				\$3,393.53
ECONOMIC DEVELOPMENT FUND				\$24,780.80
UTILITY FUND				\$146,972.11
TOTAL DOCKET				\$665,865.59

VENDOR	VENDOR NAME	ORG DESC	ACCOUNT DESC	AMOUNT	CHECK NO	FULL DESC
4485	MS DEPT OF HUMAN SVS	POOLED CASH RENASANT BANK	GARNISHMENT	1,676.91	7187887	REISSUED CHECK DUE TO MUNIS ERROR
1702	FLEETCOR TECHNOLOGIE	FINANCIAL ADMINISTRATION	FUEL & OIL	42.26	7187894	PUBLIC WORKS 7/17 TO 7/23
1702	FLEETCOR TECHNOLOGIE	PLANNING	FUEL & OIL	163.61	7187893	PLANNING 7/24 TO 7/30
1702	FLEETCOR TECHNOLOGIE	PLANNING	FUEL & OIL	37.86	7187904	PLANNING 7/31 TO 8/6
926	THE HOME DEPOT	POLICE	EQUIPMENT PARTS & SUPPLIES	18.03	7187914	WEST PRE-SCENE WATER LEAK: PEX

1702	FLEETCOR TECHNOLOGIE	POLICE	FUEL & OIL	2,939.81	7187895	POLICE 7/24 TO 7/30
1702	FLEETCOR TECHNOLOGIE	POLICE	FUEL & OIL	3,009.78	7187912	POLICE 7/31 TO 8/6
1702	FLEETCOR TECHNOLOGIE	FIRE & EMS	FUEL & OIL	928.20	7187907	FIRE 7/17 TO 7/23
1702	FLEETCOR TECHNOLOGIE	FIRE & EMS	FUEL & OIL	974.92	7187909	FIRE 7/31 TO 8/6
1702	FLEETCOR TECHNOLOGIE	FIRE & EMS	FUEL & OIL	952.05	7187908	FIRE 7/24 TO 7/30
651	ENTERGY	FIRE & EMS	UTILITIES	850.29	7187890	6770 TULANE
651	ENTERGY	FIRE & EMS	UTILITIES	978.09	7187890	5711 HWY 51 N
1356	ATMOS ENERGY	FIRE & EMS	UTILITIES	154.54	7187900	6363 HWY 301
2095	WALLS WATER ASSOCIAT	FIRE & EMS	UTILITIES	73.15	7187915	6363 HWY 301
1702	FLEETCOR TECHNOLOGIE	STREET DEPARTMENT	FUEL & OIL	714.29	7187894	PUBLIC WORKS 7/17 TO 7/23
1702	FLEETCOR TECHNOLOGIE	STREET DEPARTMENT	FUEL & OIL	980.75	7187911	PUBLIC WORKS 7/24 TO 7/30 FUEL FOR UT AND ST
1702	FLEETCOR TECHNOLOGIE	STREET DEPARTMENT	FUEL & OIL	816.75	7187910	PUBLIC WORKS 7/31 TO 8/6 FUEL FOR UT AND ST
651	ENTERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	58.71	7187890	4275 HWY 51 N
1702	FLEETCOR TECHNOLOGIE	ANIMAL CONTROL	FUEL & OIL	59.47	7187891	FUEL FOR ANIMAL CONTROL
1702	FLEETCOR TECHNOLOGIE	ANIMAL CONTROL	FUEL & OIL	48.40	7187905	ANIMAL CONTROL 7/31 TO 8/6 FUEL FOR ANIMAL CONTROL
651	ENTERGY	ANIMAL CONTROL	UTILITIES	920.03	7187890	6464 CENTER ST E
651	ENTERGY	ANIMAL CONTROL	UTILITIES	383.84	7187890	6520 CENTER ST E
1356	ATMOS ENERGY	ANIMAL CONTROL	UTILITIES	82.68	7187888	6410 CENTER ST E
926	THE HOME DEPOT	ANIMAL CONTROL	MACHINERY & EQUIPMENT	500.00	7187898	WASHING MACHINE FOR ANIMAL CONTROL
926	THE HOME DEPOT	PARKS & REC	MATERIALS	89.94	7187914	GARDEN HOES
926	THE HOME DEPOT	PARKS & REC	MATERIALS	169.68	7187914	SUPPLIES
1702	FLEETCOR TECHNOLOGIE	PARKS & REC	FUEL & OIL	60.01	7187892	FUEL FOR PARKS
1702	FLEETCOR TECHNOLOGIE	PARKS & REC	FUEL & OIL	239.72	7187906	PARKS 7/31 TO 8/6 FUEL FOR PARKS
651	ENTERGY	PARKS & REC	UTILITIES	179.14	7187890	RIDGEWOOD PARK COMM CSM
651	ENTERGY	PARKS & REC	UTILITIES	27.66	7187890	RIDGEWOOD PARK COMM CSM B
651	ENTERGY	PARKS & REC	UTILITIES	164.90	7187890	6955 TULANE RD E. GREG MAXEY PARK
651	ENTERGY	PARKS & REC	UTILITIES	266.42	7187890	5633 TULANE RD BLDG F
651	ENTERGY	PARKS & REC	UTILITIES	152.75	7187890	5633 TULANE RD BLDG TENN
651	ENTERGY	PARKS & REC	UTILITIES	570.26	7187890	5633 TULANE RD BLDG A
651	ENTERGY	PARKS & REC	UTILITIES	1,124.94	7187890	5633 TULANE RD BLDG B
651	ENTERGY	PARKS & REC	UTILITIES	1,806.24	7187890	5633 TULANE RD BLDG D
651	ENTERGY	PARKS & REC	UTILITIES	29.32	7187890	5586 TULANE RD
6626	ODP BUSINESS SOLUTIO	ADMINISTRATIVE EXPENSE	OFFICE SUPPLIES	19.99	7187897	OFFICE SUPPLIES
6626	ODP BUSINESS SOLUTIO	ADMINISTRATIVE EXPENSE	OFFICE SUPPLIES	59.51	7187897	OFFICE SUPPLIES

6626	ODP BUSINESS SOLUTIO	ADMINISTRATIVE EXPENSE	OFFICE SUPPLIES	163.78	7187913	OFFICE SUPPLIES
4457	AT&T WIRELESS	ADMINISTRATIVE EXPENSE	TELEPHONE EXPENSE	3,747.80	7187899	PHONE SERVICE
6521	C SPIRE	ADMINISTRATIVE EXPENSE	TELEPHONE EXPENSE	289.50	7187902	AUGUST BILLING
1356	ATMOS ENERGY	ADMINISTRATIVE EXPENSE	UTILITIES	2,384.49	7187901	3101 GOODMAN RD W
651	ENTERGY	LIBRARY EXPENSE	UTILITIES	1,688.53	7187890	2885 GOODMAN RD W REPLACEMENT LIGHTS FOR CAROLIN
926	THE HOME DEPOT	UTILITY SYSTEM	MATERIALS	80.64	7187898	PUBLIC WORKS 7/17 TO 7/23
1702	FLEETCOR TECHNOLOGIE	UTILITY SYSTEM	FUEL & OIL	714.29	7187894	PUBLIC WORKS 7/24 TO 7/30 FUEL FOR UT AND ST
1702	FLEETCOR TECHNOLOGIE	UTILITY SYSTEM	FUEL & OIL	980.75	7187911	PUBLIC WORKS 7/31 TO 8/6 FUEL FOR UT AND ST
1702	FLEETCOR TECHNOLOGIE	UTILITY SYSTEM	FUEL & OIL	816.75	7187910	SEWER COLLECTED IN HL, WALLS,
2095	WALLS WATER ASSOCIAT	UTILITY SYSTEM	PROFESSIONAL SERVICES	9,851.06	7187916	
379	COAHOMA ELECTRIC POW	UTILITY SYSTEM	UTILITIES	40.55	7187903	HICKORY CREST
379	COAHOMA ELECTRIC POW	UTILITY SYSTEM	UTILITIES	38.15	7187903	LAKE FOREST DR WEST
651	ENTERGY	UTILITY SYSTEM	UTILITIES	50.47	7187890	CROSS RD PUMP
651	ENTERGY	UTILITY SYSTEM	UTILITIES	908.48	7187890	6400 CENTER ST E
651	ENTERGY	UTILITY SYSTEM	UTILITIES	13.66	7187890	COLE RD
651	ENTERGY	UTILITY SYSTEM	UTILITIES	67.44	7187890	5536 WINTERWOOD
651	ENTERGY	UTILITY SYSTEM	UTILITIES	42.00	7187890	5921 CAROLINE DR
651	ENTERGY	UTILITY SYSTEM	UTILITIES	141.61	7187890	5900 TWIN LAKES DR
651	ENTERGY	UTILITY SYSTEM	UTILITIES	92.62	7187890	5111 CAROLINE DR APT R
651	ENTERGY	UTILITY SYSTEM	UTILITIES	35.19	7187890	5881 JACKSON DR
651	ENTERGY	UTILITY SYSTEM	UTILITIES	42.26	7187890	5696 LAURIE CV APT R
651	ENTERGY	UTILITY SYSTEM	UTILITIES	82.00	7187890	LIFT PUMP 5768 CHOCTAW 6357 HURT RD WELL COMM CSM
651	ENTERGY	UTILITY SYSTEM	UTILITIES	1,244.89	7187890	5241 NAIL RD
651	ENTERGY	UTILITY SYSTEM	UTILITIES	466.87	7187890	3259 NAIL RD
651	ENTERGY	UTILITY SYSTEM	UTILITIES	542.14	7187890	KINGSVIEW LAKE
651	ENTERGY	UTILITY SYSTEM	UTILITIES	33.64	7187890	4356 SHARON DR
651	ENTERGY	UTILITY SYSTEM	UTILITIES	79.65	7187890	SPIKE LN
651	ENTERGY	UTILITY SYSTEM	UTILITIES	249.03	7187890	4526 ALDEN LAKE DR W
651	ENTERGY	UTILITY SYSTEM	UTILITIES	452.35	7187890	4556 BONNE TERRE
651	ENTERGY	UTILITY SYSTEM	UTILITIES	40.44	7187890	LAKE FOREST SUBD
944	HORN LAKE WATER ASSO	UTILITY SYSTEM	UTILITIES	30.23	7187890	6400 E CENTER
944	HORN LAKE WATER ASSO	UTILITY SYSTEM	UTILITIES	716.71	7187896	IRRIG WINDCHASE
1970	COMCAST	UTILITY SYSTEM	UTILITIES	13.99	7187889	INTERNET ACCT# 0072139
651	ENTERGY	UTILITY SYSTEM	ADVERTISING	183.75	7187889	4787 BONNE TERRE
520	DEPARTMENT OF FINANC	GENERAL FUND	STATE FINES COST PAYABLE-A	255.14	7187890	STATE COST-JUNE 2023
5827	MISSISSIPPI DEPARTME	GENERAL FUND	STATE FINES COST PAYABLE-A	39,386.02	7187939	INTERLOCK FEES-JUNE 2023
6242	MS FORENSICS LAB	GENERAL FUND	STATE FINES COST PAYABLE-A	1,212.50	7187992	CRIME LAB FEES-JUNE 2023
				138.50	7187994	

6677	VICTIMS OF HUMAN TRA	GENERAL FUND	STATE FINES COST PAYABLE-A	175.25	7188041	ASSESSMENTS-JUNE 2023
520	DEPARTMENT OF FINANC	GENERAL FUND	STATE FINES COST PAYABLE-B	590.06	7187939	STATE COST-JUNE 2023
9997	CHRISTOPHER D. JOHNS	GENERAL FUND	DEPOSITS ON HOLD - COURT BONDS	100.00	7187935	CB REFUND FOR C. JOHNSON CASE# M2023- 00974
9997	JAMAHL MYERS	GENERAL FUND	DEPOSITS ON HOLD - COURT BONDS	50.00	7187936	CB REFUND FOR J. MYERS CASE# M2023-00189
554	DESOTO COUNTY CHANCE	GENERAL FUND	DUE TO LAW LIBRARY	503.00	7187940	LAW LIBRARY FEES-JUNE 2023
549	DESOTO COUNTY CRIME	GENERAL FUND	DUE TO CRIMESTOPPERS	315.20	7187942	CRIMESTOPPER FEES-JUNE 2023
520	DEPARTMENT OF FINANC	GENERAL FUND	ADULT DRIVING TRAINING	30.00	7187939	STATE COST-JUNE 2023
465	DPS FUND 3747	GENERAL FUND	WIRELESS COMMUNICATION FEE	2,657.37	7187947	WIRELESS FEES-JUNE 2023
520	DEPARTMENT OF FINANC	GENERAL FUND	LIAB INSURANCE- STATE FIN	821.50	7187939	STATE COST-JUNE 2023
6215	AMBULANCE MEDICAL	GENERAL FUND	AMBULANCE BILLING REV	121.33	7187918	AMB REFUNDS
6727	DIVISION OF MEDICAID	GENERAL FUND	AMBULANCE BILLING REV	10,970.00	7187946	MANAGED CARE FEE
6724	GIANNINI'S BEST RUBB	JUDICIAL	OFFICE SUPPLIES	28.50	7187960	ADT STAMP FOR COURT
5860	BEN MURPHY	JUDICIAL	PROFESSIONAL SERVICES	500.00	7187924	FINES DUE JUDGE 7-27-23
9996	PHILIP NEILSON	JUDICIAL	PROFESSIONAL SERVICES	500.00	7187997	SPECIAL TRIAL JUDGE 8-1- 23
3323	CADENCE BANK	FINANCIAL ADMINISTRATION	TRAVEL & TRAINING	320.00	7187929	SOCIETY CPA DUES LOST CHECK
6739	EXPRESS SERVICES INC	PLANNING	PROFESSIONAL SERVICES	629.51	7187952	TEMP EMPLOYEE SERVICE
6739	EXPRESS SERVICES INC	PLANNING	PROFESSIONAL SERVICES	218.96	7187952	EMPLOYEE TEMP SERVICE
939	HORN LAKE ANIMAL HOS	POLICE	DOG SUPPLIES/VET SERVICES	112.88	7187972	K9 SASHA VET VISIT.
301	CAMPER CITY USA INC	POLICE	VEHICLE MAINTENANCE	956.00	7187930	UNIT# 8933: REMOVE OLD TINT &
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	51.15	7187996	UNIT# 8404: O/F, OIL
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	75.15	7187996	UNIT# 3610: O/F, OIL
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	75.15	7187996	UNIT# 5217: O/F, OIL
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	319.98	7187996	UNIT# 8932: BATTERY, PD SHOP:
4513	A & B FAST AUTOGLASS	POLICE	VEHICLE MAINTENANCE	325.00	7187917	UNIT# 8933: FRONT WINDSHIELD
6514	BTW DISTRIBUTORS	POLICE	VEHICLE MAINTENANCE	515.00	7187928	UNIT# 8933 & UNIT# 8932 SET OF
1831	SOUTHAVEN SUPPLY	POLICE	EQUIPMENT PARTS & SUPPLIES	9.00	7188004	PD SHOP: BOLTS, NUTS
6158	AXON ENTERPRISE INC	POLICE	EQUIPMENT PARTS & SUPPLIES	416.50	7187921	25 FT X26/X26P TASER CARTRIDRE
2685	THOMSON WEST	POLICE	PROFESSIONAL SERVICES	256.38	7188011	WESTLAWS AUGUST 2023
4624	THE DISCOVERY GROUP	POLICE	PROFESSIONAL SERVICES	17.50	7188010	EMPLOYEE SCREENING

1131	LIBERTEL	POLICE	MACHINERY & EQUIPMENT	1,437.00	7187986	BASE CHARGERS FOR WIRELESS HEADSETS
301	CAMPER CITY USA INC	POLICE	VEHICLES	632.00	7187930	2023 NEW BUILT: 4 UNITS WINDOW
504	DEL CITY	POLICE	VEHICLES	1,171.86	7187938	2023 NEW BUILT: WIRE, CONNECTO
6295	COMSOUTH INC	POLICE	VEHICLES	2,347.08	7187934	2023 NEW BUILT: MIRROR LIGHTS
1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	734.36	7187961	EMS SUPPLIES
1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	745.58	7187961	EMS SUPPLIES
4983	PREMIER AIR PRODUCTS	FIRE & EMS	MEDICAL SUPPLIES	918.00	7187999	EMS OXYGEN CYLINDER RENTAL 1 Y
78	AMERICAN TIRE REPAIR	FIRE & EMS	VEHICLE MAINTENANCE	1,233.76	7187920	TRUCK 1 TIRES
78	AMERICAN TIRE REPAIR	FIRE & EMS	VEHICLE MAINTENANCE	1,308.76	7187920	TRUCK 1 TIRES
5099	EMERGENCY EQUIP PROF	FIRE & EMS	VEHICLE MAINTENANCE	660.73	7187950	UNIT 4 REPAIRS
6257	LANDERS SOUTH	FIRE & EMS	VEHICLE MAINTENANCE	3,089.75	7187984	UNIT 4 REPAIRS
6257	LANDERS SOUTH	FIRE & EMS	VEHICLE MAINTENANCE	5,410.01	7187984	UNIT 5 REPAIRS
5218	AMERICAN REFRIGERATI	FIRE & EMS	BUILDING & EQUIP MAINT	175.00	7187919	STATION 1 SEMI ANNUAL MAINT.
5218	AMERICAN REFRIGERATI	FIRE & EMS	BUILDING & EQUIP MAINT	206.00	7187919	STATION 2 SEMI ANNUAL MAINT.
6196	ESO SOLUTIONS	FIRE & EMS	PROFESSIONAL SERVICES	2,054.85	7187951	FIRE INCIDENTS CAD 8/22/23-8/2
1310	MISSISSIPPI FIRE ACA	FIRE & EMS	TRAVEL & TRAINING	360.00	7187993	ENGINE COMPANY OPS B WHITE
1310	MISSISSIPPI FIRE ACA	FIRE & EMS	TRAVEL & TRAINING	20.00	7187993	MSTAT D RICH
1896	SUNBELT FIRE APPARAT	FIRE & EMS	MACHINERY & EQUIPMENT	1,480.00	7188009	TURN OUT BOOTS
745	G & C SUPPLY CO INC	STREET DEPARTMENT	MATERIALS	299.10	7187959	STREET SIGNS
1518	O'REILLY AUTO PARTS	STREET DEPARTMENT	MATERIALS	60.23	7187996	MATERIALS FOR SHOP
1831	SOUTHAVEN SUPPLY	STREET DEPARTMENT	MATERIALS	7.52	7188004	MATERIALS FOR THE MOWERS
1831	SOUTHAVEN SUPPLY	STREET DEPARTMENT	MATERIALS	10.36	7188004	FUSE BOX FOR LIGHTS AT FOREST
1831	SOUTHAVEN SUPPLY	STREET DEPARTMENT	MATERIALS	28.56	7188004	SCHOOL LIGHT RING TERMINALS
3323	CADENCE BANK	STREET DEPARTMENT	MATERIALS	249.28	7187929	SPORTSMAN WAREHOUSE
1518	O'REILLY AUTO PARTS	STREET DEPARTMENT	VEHICLE MAINTENANCE	118.13	7187996	BATTERY FOR ST 3465
78	AMERICAN TIRE REPAIR	STREET DEPARTMENT	BUILDING & EQUIP MAINT	147.75	7187920	MOWER TIRE REPLACEMENT
78	AMERICAN TIRE REPAIR	STREET DEPARTMENT	BUILDING & EQUIP MAINT	148.50	7187920	MOWER TIRE REPLACEMENT
78	AMERICAN TIRE REPAIR	STREET DEPARTMENT	BUILDING & EQUIP MAINT	30.00	7187920	TRAILER TIRE REPAIR
78	AMERICAN TIRE REPAIR	STREET DEPARTMENT	BUILDING & EQUIP MAINT	143.50	7187920	TIRE FOR LAWN MOWER
78	AMERICAN TIRE REPAIR	STREET DEPARTMENT	BUILDING & EQUIP MAINT	130.00	7187920	TIRE REPAIR TO JOHN DEERE TIRE
301	CAMPER CITY USA INC	STREET DEPARTMENT	BUILDING & EQUIP MAINT	125.00	7187930	TRAILER JACK

1518	O'REILLY AUTO PARTS	STREET DEPARTMENT	BUILDING & EQUIP MAINT	71.08	7187996	MATERIALS FOR SIDE WINDER
1518	O'REILLY AUTO PARTS	STREET DEPARTMENT	BUILDING & EQUIP MAINT	157.82	7187996	HYD HOSE AND CRIMP FOR JOHN DE
1518	O'REILLY AUTO PARTS	STREET DEPARTMENT	BUILDING & EQUIP MAINT	96.97	7187996	HYD HOSE AND CRIMP FOR SIDE WI
4028	RELIABLE EQUIPMENT L	STREET DEPARTMENT	BUILDING & EQUIP MAINT	214.92	7188001	MOWER BLADES
6474	HERNANDO EQUIPMENT	STREET DEPARTMENT	BUILDING & EQUIP MAINT	115.96	7187962	WEEDEATER HEADS
6474	HERNANDO EQUIPMENT	STREET DEPARTMENT	BUILDING & EQUIP MAINT	410.13	7187962	LIFT MOWER FOR BADBOY
6175	UNIFIRST CORPORATION	STREET DEPARTMENT	UNIFORMS	81.93	7188015	UNIFORMS FOR UT AND ST
1518	O'REILLY AUTO PARTS	STREET DEPARTMENT	FUEL & OIL	374.99	7187996	AW46 (HYD) OIL FOR UT AND ST
3709	BEST-WADE PETROLEUM	STREET DEPARTMENT	FUEL & OIL	307.17	7187925	FUEL FOR UT AND ST
3709	BEST-WADE PETROLEUM	STREET DEPARTMENT	FUEL & OIL	700.13	7187925	FUEL FOR UT AND ST
1869	STEGALL NOTARY SERVI	STREET DEPARTMENT	PROFESSIONAL SERVICES	178.00	7188006	NOTARY RENEWAL FOR KELSEY BISHOP
6322	FIVE STAR PRO	STREET DEPARTMENT	PROFESSIONAL SERVICES	350.00	7187957	CROSSWALK STRIPING AT HLMS
6322	FIVE STAR PRO	STREET DEPARTMENT	PROFESSIONAL SERVICES	350.00	7187957	CROSSWALK STRIPING AT SHADOW O
6322	FIVE STAR PRO	STREET DEPARTMENT	PROFESSIONAL SERVICES	1,298.00	7187957	CROSSWALK STRIPING AT HLES
6511	B & B LANDSCAPING	STREET DEPARTMENT	PROFESSIONAL SERVICES	2,160.00	7187922	GRASS CONTRACT INVOICE
6511	B & B LANDSCAPING	STREET DEPARTMENT	PROFESSIONAL SERVICES	9,375.00	7187922	GRASS CONTRACT INVOICE
6576	LAKE TREE SERVICE	STREET DEPARTMENT	PROFESSIONAL SERVICES	2,000.00	7187983	TREE REMOVAL AT GOODMAN RD AND
6739	EXPRESS SERVICES INC	STREET DEPARTMENT	PROFESSIONAL SERVICES	2,520.00	7187952	TEMP EMPLOYEE SERVICE
6739	EXPRESS SERVICES INC	STREET DEPARTMENT	PROFESSIONAL SERVICES	2,709.00	7187952	EMPLOYEE TEMP SERVICE
3543	ELECTROTECHNICS CORP	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	1,310.00	7187948	SCHOOL CAUTION LIGHT CONTROLERS
6474	HERNANDO EQUIPMENT	STREET DEPARTMENT	MACHINERY & EQUIPMENT	1,439.96	7187962	WEEDEATERS FOR ST DEPT
6474	HERNANDO EQUIPMENT	STREET DEPARTMENT	MACHINERY & EQUIPMENT	40.00	7187962	NEW WEEDEATER / RETURN OTHER
1831	SOUTHAVEN SUPPLY	ANIMAL CONTROL	MATERIALS	35.46	7188004	KEYS FOR ANIMAL SHELTER
2016	TRACTOR SUPPLY CREDI	ANIMAL CONTROL	MATERIALS	659.78	7188012	ANIMAL CONTROL SUPPLIES
2016	TRACTOR SUPPLY CREDI	ANIMAL CONTROL	MATERIALS	186.94	7188012	ANIMAL CONTROL SUPPLIES
1518	O'REILLY AUTO PARTS	ANIMAL CONTROL	VEHICLE MAINTENANCE	139.46	7187996	BATTERY FOR 1594 ANIMAL CONTRO
1831	SOUTHAVEN SUPPLY	ANIMAL CONTROL	BUILDING & EQUIP MAINT	35.98	7188004	DEAD BOLTS FOR A/C
1831	SOUTHAVEN SUPPLY	ANIMAL CONTROL	BUILDING & EQUIP MAINT	33.98	7188004	NEW LOCKS FOR ANIMAL SHELTER
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	858.98	7187978	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	146.60	7187974	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	75.00	7187966	VET SERVICES

939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	44.55	7187964	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	76.01	7187967	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	130.98	7187973	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	203.44	7187975	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	70.84	7187965	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	95.06	7187969	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	478.17	7187977	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	239.69	7187976	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	18.26	7187963	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	102.79	7187970	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	102.79	7187971	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	92.33	7187968	VET SERVICES
4624	THE DISCOVERY GROUP	ANIMAL CONTROL	PROFESSIONAL SERVICES	17.50	7188010	EMPLOYEE SCREENING
6322	FIVE STAR PRO	ANIMAL CONTROL	PROFESSIONAL SERVICES	350.00	7187957	STRIPING LOT
6704	STROUPE PEST CONTROL	ANIMAL CONTROL	PROFESSIONAL SERVICES	80.00	7188008	PEST CONTROL 8/1
6704	STROUPE PEST CONTROL	ANIMAL CONTROL	PROFESSIONAL SERVICES	70.00	7188008	PEST CONTROL 8/1
6605	TYKARRIS ROSE	PARKS & REC	ASSISTING CONTRACT EMPOLYEEES	390.00	7188013	CONTRACT WORK 7/24- 8/6/23
6730	MELVIN WALLS III	PARKS & REC	ASSISTING CONTRACT EMPOLYEEES	150.00	7187988	CONTRACT WORK 7/24- 8/6/23
6731	TYRIS ROSE	PARKS & REC	ASSISTING CONTRACT EMPOLYEEES	370.00	7188014	CONTRACT WORK 7/24- 8/6/23
6734	KOLE ANDREW KUSEK	PARKS & REC	ASSISTING CONTRACT EMPOLYEEES	320.00	7187982	CONTRACT WORK 7/24- 8/6/23
6742	BRODIE FAULKNER	PARKS & REC	ASSISTING CONTRACT EMPOLYEEES	270.00	7187926	CONTRACT WORK 7/24- 8/6/23
676	FARRELL CALHOUN COIN	PARKS & REC	MATERIALS	333.00	7187954	FIELD PAINT
1831	SOUTHAVEN SUPPLY	PARKS & REC	MATERIALS	5.57	7188004	SUPPLIES
1831	SOUTHAVEN SUPPLY	PARKS & REC	MATERIALS	9.85	7188004	KEYS
2822	FLAG CENTERCOM, LLC	PARKS & REC	MATERIALS	617.37	7187958	FLAGS TEACHERS BACK TO SCHOOL GIFTS
3323	CADENCE BANK	PARKS & REC	MATERIALS	319.12	7187929	
6510	BARTLETT SMALL ENGIN	PARKS & REC	EQUIPMENT MAINTENANCE	164.32	7187923	REPAIR MOWER
3709	BEST-WADE PETROLEUM	PARKS & REC	FUEL & OIL	1,395.70	7187925	FUEL

3323	CADENCE BANK	PARKS & REC	PROFESSIONAL SERVICES	247.68	7187929	ADT SERVICES
3323	CADENCE BANK	PARKS & REC	PROFESSIONAL SERVICES	13.95	7187929	BACKGROUND CHECKS
4624	THE DISCOVERY GROUP	PARKS & REC	PROFESSIONAL SERVICES	17.50	7188010	EMPLOYEE SCREENING
6515	SPORTS CONDUCTOR	PARKS & REC	PROFESSIONAL SERVICES	375.00	7188005	SUNSCRIPTION FOR AUG 2023
552	DESOTO COUNTY COOPER	PARKS & REC	MACHINERY & EQUIPMENT	754.95	7187941	VOLT PUMP & SPRAYER
6746	RUSH TRUCK CENTERS	PARKS & REC	VEHICLES	73,999.00	7188003	2024 ISUZU NPR CREW CAB VIN#54DC4J1DORS207056
6670	QUINN CONTRACTING	PARKS & REC	BUILDING IMPROVEMENTS	1,000.00	7188000	DITCH EXCAVATION
6639	PETTY CASH/ERIC COLE	PARKS & REC	PARK SUPPLIES	82.91	7187998	BACK TO SCHOOL EVENTS
4908	UPCHURCH SERVICES	ADMINISTRATIVE EXPENSE	FACILITIES MANAGEMENT	434.28	7188016	SERVICE CALL TO WOMENS RESTROOM @ CITY HALL
640	ELLIOTT DATA SYSTEMS	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	455.00	7187949	SMART CARDS
1872	STERICYCLE INC	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	122.49	7188007	SHRED SERVICE
1872	STERICYCLE INC	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	786.05	7188007	SHRED SERVICES
3098	FIRST CITIZENS BANK	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	91.80	7187956	COPIER LEASE AGREEMENT
5840	F. O. GIVENS	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	580.00	7187953	JULY ACCOUNTING SERVICES
5903	DEX IMAGING	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	146.54	7187945	COPIER LEASE AGREEMENT
5903	DEX IMAGING	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	180.84	7187945	COPIER LEASE AGREEMENT
5903	DEX IMAGING	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	198.20	7187945	COPIER LEASE AGREEMENT
5903	DEX IMAGING	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	74.74	7187945	COPIER LEASE AGREEMENT
6391	DATAPATH ADMINISTR	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	164.50	7187937	ACTIVE LIVES JULY 2023
6728	BROWN LAWN AND CLEAN	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	85.00	7187927	GRASS SERVICE FOR CODE
6728	BROWN LAWN AND CLEAN	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	585.00	7187927	GRASS SERVICE FOR CODE
6732	JOHN IVORY SELDON JR	ADMINISTRATIVE EXPENSE	DISTRESSED PROPERTY CLEANING	120.00	7187981	GRASS SERVICE FOR CODE
687	FEDERAL EXPRESS CORP	ADMINISTRATIVE EXPENSE	POSTAGE	122.52	7187955	POSTAGE
3323	CADENCE BANK CDW	ADMINISTRATIVE EXPENSE	POSTAGE	1,035.00	7187929	POSTAGE
291	GOVERNMENT INC CDW	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	1,080.58	7187931	CDW ITEMS
291	GOVERNMENT INC	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	745.97	7187931	CDW ITEMS
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	28.98	7187929	COMPU TER SUPPLIES
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	32.96	7187929	COMPUTER SUPPLIES

3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	33.33	7187929	COMPUTER SUPPLIES
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	62.47	7187929	COMPUTER SUPPLIES
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	65.59	7187929	COMPUTER SUPPLIES
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	76.98	7187929	COMPUTER SUPPLIES
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	86.09	7187929	COMPUTER SUPPLIES
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	86.99	7187929	COMPUTER SUPPLIES
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	115.98	7187929	COMPUTER SUPPLIES
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	179.19	7187929	COMPUTER SUPPLIES
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	179.19	7187929	COMPUTER SUPPLIES
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	196.95	7187929	COMPUTER SUPPLIES
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	218.74	7187929	COMPUTER SUPPLIES
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	347.06	7187929	COMPUTER SUPPLIES
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	347.06	7187929	COMPUTER SUPPLIES
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	407.33	7187929	COMPUTER SUPPLIES
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	442.14	7187929	COMPUTER SUPPLIES
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	442.14	7187929	COMPUTER SUPPLIES
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	442.14	7187929	COMPUTER SUPPLIES
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	512.20	7187929	COMPUTER SUPPLIES
1254	MEMPHIS STONE & GRAV	ADMINISTRATIVE EXPENSE	ROAD IMPROVEMENTS	512.92	7187989	WASHED SAND FOR IMPROVEMENTS
3866	CENTRAL PIPE SUPPLY	ADMINISTRATIVE EXPENSE	ROAD IMPROVEMENTS	1,087.50	7187932	PERMA PATCH
5189	WASTE CONNECTIONS TN	ADMINISTRATIVE EXPENSE	SANITATION CONTRACT EXPENSE	98,873.59	7188042	JULY REFUSE
6670	QUINN CONTRACTING	ADMINISTRATIVE EXPENSE	NRCS PROJECT MUNICIPAL	15,334.68	7188044	EWP 5 VARIOUS SITES #8
6627	JAMES C HOLDEN	ADMINISTRATIVE EXPENSE	STREET MAINT PROJECT MUNICIPAL	41,425.00	7187980	WATER LINE REPLACEMENT ON CRES
6627	JAMES C HOLDEN	ADMINISTRATIVE EXPENSE	STREET MAINT PROJECT	36,590.00	7187980	WATER LINE REPLACEMENT ON CHIC
556	DESOTO COUNTY SUPERV	LIBRARY EXPENSE	PROFESSIONAL SERVICES	1,385.00	7187944	AUGUST JANITORIAL
556	DESOTO COUNTY SUPERV	LIBRARY EXPENSE	PROFESSIONAL SERVICES	320.00	7187944	AUGUST LAWN CARE
4878	M & M PROMOTIONS	ECONOMIC DEVELOPMENT	PROMOTIONS	12,100.80	7187987	FLAGS
6339	RILEY PAVING	ECONOMIC DEVELOPMENT	PROMOTIONS	9,980.00	7188002	PARKING LOT TENNIS COURT
6339	RILEY PAVING	ECONOMIC DEVELOPMENT	PROMOTIONS	2,700.00	7188002	PARKING LOT SKATE PARK

9999	REDEVELOPMENT LLC	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	73.05	7188036	02-0063300
9999	CRISTIAN MALDONADO	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	73.05	7188023	04-0089200
9999	LAKISHA WATSON - MOO	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	24.03	7188029	04-0257910
9999	MEMPHIS WEALTH BUILD	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	73.05	7188034	07-0013600
9999	BEACH RIVER CAPITAL	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	26.10	7188019	07-0306800
9999	ROBERT AND SHELIA KE	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	73.05	7188038	07-0331200
9999	NICHOLAS PARRIS	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	64.88	7188035	11-0032700
9999	MARK DEVINE	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	73.05	7188032	12-1014400
9999	LINDA HORTON	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	73.05	7188031	15-0295300
9999	DAMARCUS HUDSON	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	26.10	7188024	15-0301300
9999	MEMFIXERUPPER GP	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	73.05	7188033	16-0023400
9999	SHERIDA HUGHEY	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	28.00	7188040	20-5095600
9999	ROBERT QUINN	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	38.00	7188039	21-5033000
9999	DON LEE NEWTON	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	38.00	7188027	23-0060500
9999	REX HENTHORN	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	26.10	7188037	25-0123400
9999	CHAMBLIN HERBERT	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	74.23	7188021	27-0067100
9999	302 LIQUOR & WINE	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	28.48	7188017	31-3780300
9999	DEANDRA WOODY	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	21.00	7188026	57-9720200
9999	CRAIG MARSHALL	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	65.00	7188022	98-0065000
9999	LAURIE BARNETT	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	65.00	7188030	98-0071400
9999	ALLSTAR MANAGEMENT	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	65.00	7188018	98-0075800
9999	DANIELLE ABNER	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	65.00	7188025	99-0021200
9999	KRYSTA FITCH	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	65.00	7188028	99-0042500
9999	BELGRAVIA SQUARE LLC	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	65.00	7188020	99-0148800
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	500.00	7187943	5951 GROVE LN
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	500.00	7187943	5950 GROVE LN
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	500.00	7187943	5317 GREENWOOD LOT 123
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	500.00	7187943	5303 GREENWOOD LOT 124
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	500.00	7187943	5289 GREENWOOD LOT 125
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	500.00	7187943	5306 GREENWOOD LOT 129
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	500.00	7187943	5320 GREENWOOD LOT 130

544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	500.00	7187943	2370 COLE RD
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	1,000.00	7187943	4853 PORT MERIDAN
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	500.00	7187943	7846 EMELINE DR
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	500.00	7187943	5802 SUSAN MOORE DR
1113	LAWRENCE PRINTING CO	UTILITY SYSTEM	MATERIALS	655.74	7187985	STOP SIGNS HANGERS FOR UT OFFI
1264	METER SERVICE SUPPLY	UTILITY SYSTEM	MATERIALS	412.00	7187990	MATERIALS FOR UT
1264	METER SERVICE SUPPLY	UTILITY SYSTEM	MATERIALS	78.00	7187990	GASKETS FOR UT
1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	MATERIALS	41.87	7188004	MATERIALS FOR YORKHAVEN REPAIR
1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	MATERIALS	55.14	7188004	MATERIALS FOR REPAIR
1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	MATERIALS	18.99	7188004	MATERIALS FOR HURT RD WATER PL
1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	MATERIALS	29.86	7188004	MATERIALS FOR UT
1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	MATERIALS	24.99	7188004	WATER KEY FOR SHAYNE
1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	MATERIALS	12.45	7188004	MATERIALS FOR UT / 301 WATER T
1518	O'REILLY AUTO PARTS	UTILITY SYSTEM	VEHICLE MAINTENANCE	56.00	7187996	EXPAN AND FLUSH VALVE FOR UT 2
1518	O'REILLY AUTO PARTS	UTILITY SYSTEM	VEHICLE MAINTENANCE	10.31	7187996	BRK BOLT KIT FOR UT 444
5617	CHOICE TOWING UNIFIRST CORPORATION	UTILITY SYSTEM	VEHICLE MAINTENANCE	50.00	7187933	TOWED UT TRUCK TO SHOP
6175	O'REILLY AUTO PARTS	UTILITY SYSTEM	UNIFORMS	81.92	7188015	UNIFORMS FOR UT AND ST
1518	O'REILLY AUTO PARTS	UTILITY SYSTEM	FUEL & OIL	375.00	7187996	AW46 (HYD) OIL FOR UT AND ST
3709	BEST-WADE PETROLEUM	UTILITY SYSTEM	FUEL & OIL	307.18	7187925	FUEL FOR UT AND ST
3709	BEST-WADE PETROLEUM	UTILITY SYSTEM	FUEL & OIL	700.13	7187925	FUEL FOR UT AND ST
687	FEDERAL EXPRESS CORP	UTILITY SYSTEM	PROFESSIONAL SERVICES	249.41	7187955	SHIPPED FLORIDE PUMP TO WATSON
6451	MID SOUTH SEPTIC	UTILITY SYSTEM	PROFESSIONAL SERVICES	1,596.00	7187991	CLEAN OUT MALLARD CREEK LS
6739	EXPRESS SERVICES INC	UTILITY SYSTEM	PROFESSIONAL SERVICES	693.00	7187952	TEMP EMPLOYEE SERVICE
6739	EXPRESS SERVICES INC	UTILITY SYSTEM	PROFESSIONAL SERVICES	840.00	7187952	EMPLOYEE TEMP SERVICE
2555	MSDEVELOPMENT AUTHOR	UTILITY SYSTEM	CAP LOAN	1,858.36	7187995	GMS 50709
2555	MSDEVELOPMENT AUTHOR	UTILITY SYSTEM	CAP LOAN	3,260.51	7187995	GMS 50479
2555	MSDEVELOPMENT AUTHOR	UTILITY SYSTEM	CAP LOAN	2,409.72	7187995	GMS 50399
937	HORN LAKE CREEK BASI	UTILITY SYSTEM	HL CREEK INTERCEPTOR SWR	53,239.11	7187979	HLCBISD
6685	PHILLIPS CONTRACTING	UTILITY SYSTEM	TWIN LAKES WATER IMPR PHASE 2	54,313.40	7188043	NAIL RD WTP #7
301	CAMPER CITY USA INC	POLICE	VEHICLE MAINTENANCE	827.00	7187865	UNIT# 6985: COMPLETE REMOVE AN

1084	KUSTOM SIGNALS	POLICE	VEHICLE MAINTENANCE	557.25	7187872	SPEED RADAR REPAIR
1180	MAGNOLIA TIRE	POLICE	VEHICLE MAINTENANCE	350.00	7187873	UNIT# 5924: VEHICLE REPAIR
1180	MAGNOLIA TIRE	POLICE	VEHICLE MAINTENANCE	176.33	7187873	UNIT# 6088: 1 NEW TIRE
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	75.15	7187882	UNIT# 5870: O/F, OIL
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	75.15	7187882	UNIT# 5649: O/F, OIL
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	51.15	7187882	UNIT# 6086: O/F, OIL
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	55.95	7187882	UNIT# 6028: O/F, OIL
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	178.84	7187882	UNIT# 5081: BRAKE PADS, OIL, O
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	75.15	7187882	UNIT# 4722: O/F , OIL
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	128.54	7187882	UNIT# 8931: BATTERY
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	128.54	7187882	UNIT# 8933: BATTERY
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	53.15	7187882	UNIT# 6091: OIL, O/F
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	62.53	7187882	UNIT# 5591: HOSE CLAMP, O/F, O
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	120.37	7187882	UNIT# 8134: OIL, O/F, WIPER BL
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	115.03	7187882	UNIT# 2708: BRAKE CALIPER, BRA
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	75.15	7187882	UNIT# 5133: O/F, OIL
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	51.15	7187882	UNIT# 8588: O/F, OIL
6701	STATION 51 GRAPHICS	POLICE	VEHICLE MAINTENANCE	450.00	7187885	UNIT# 5924: COMPLETE NEW POLIC
926	THE HOME DEPOT	POLICE	EQUIPMENT PARTS & SUPPLIES	304.48	7187886	SHOOTING RANGE SUPPLIES: WOOD
926	THE HOME DEPOT	POLICE	EQUIPMENT PARTS & SUPPLIES	126.72	7187886	WEST PRE SCENE: WATER LEAK, PV
1002	INTEGRATED COMMUNIC	POLICE	EQUIPMENT PARTS & SUPPLIES	1,506.00	7187871	HANDHELD RADIO REPLACEMENT PAR
5236	RAY ALLEN MANUFACTUR	POLICE	EQUIPMENT PARTS & SUPPLIES	90.98	7187884	K9 UNIT FAN
5099	EMERGENCY EQUIP PROF	POLICE	UNIFORMS	148.00	7187869	PANTS FOR CHASE.
5099	EMERGENCY EQUIP PROF	POLICE	UNIFORMS	683.00	7187869	NEW HIRE DANIEL HENDRICKS UNIF
5099	EMERGENCY EQUIP PROF	POLICE	UNIFORMS	135.00	7187869	DUTY HOLSTER OFC. CHARLIE ALEX
5099	EMERGENCY EQUIP PROF	POLICE	UNIFORMS	68.00	7187869	CLASS A SHIRT FOR T. IRBY
5444	MID SOUTH SOLUTIONS	POLICE	UNIFORMS	286.99	7187874	NEW HIRE UNIFORMS- MICHAEL SCO
5444	MID SOUTH SOLUTIONS	POLICE	UNIFORMS	603.00	7187874	NEW HIRE UNIFORMS- OFFICER JOH
1180	MAGNOLIA TIRE	POLICE	FUEL & OIL	693.55	7187873	UNIT# 5133: 4 NEW TIRES
463	DPS CRIME LAB	POLICE	PROFESSIONAL SERVICES	120.00	7187868	JUNE 2023 CRIME LAB FEE
1293	MILLENNIUM PAINT & B	POLICE	PROFESSIONAL SERVICES	1,000.00	7187875	DEDUCTIBLE FOR CLAIM # F9C3835

6218	NEBCO ART AND FRAME	POLICE	PROFESSIONAL SERVICES	276.00	7187879	AWARDS
6645	MISSISSIPPI ST UNIV	POLICE	PROFESSIONAL SERVICES	813.52	7187877	CANINE SASHA
1329	MLEOTA	POLICE	TRAVEL & TRAINING	13,253.00	7187878	BASIC CLASS #271 TUITION- AARON
6585	BLUE TO GOLD LLC	POLICE	TRAVEL & TRAINING	225.00	7187863	TRAINING-BULLETPROOF REPORT WR
3323	CADENCE BANK	POLICE	MACHINERY & EQUIPMENT	386.85	7187864	VOICE RECORDERS-DET DIV / AMAZON ORDER
3323	CADENCE BANK	POLICE	MACHINERY & EQUIPMENT	207.99	7187864	BOOKSHELF - TROPHIES
1084	KUSTOM SIGNALS	POLICE	VEHICLES	10,361.00	7187872	2023 NEW BUILT: (4) EAGLE 3 SP
6295	COMSOUTH INC	POLICE	VEHICLES	3,806.56	7187866	2023 NEW BUILT: 4 THIN VISOR L
6295	COMSOUTH INC	POLICE	VEHICLES	1,359.52	7187866	2023 NEW BUILT: SIREN CONTROL
1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	112.40	7187870	EMS SUPPLIES
1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	397.23	7187870	EMS SUPPLIES
4983	PREMIER AIR PRODUCTS	FIRE & EMS	MEDICAL SUPPLIES	100.00	7187883	EMS OXYGEN
78	AMERICAN TIRE REPAIR	FIRE & EMS	VEHICLE MAINTENANCE	297.42	7187862	UNIT 3 TIRES
1180	MAGNOLIA TIRE NORTH	FIRE & EMS	VEHICLE MAINTENANCE	76.00	7187873	UNIT 3 OIL CHANGE
1489	MISSISSIPPI TW O'REILLY AUTO	FIRE & EMS	VEHICLE MAINTENANCE	739.50	7187881	UNIT 1, 2, AND 3 WIFI INSTALL
1518	PARTS	FIRE & EMS	VEHICLE MAINTENANCE	124.82	7187882	UNIT 2 BATTERY
1518	O'REILLY AUTO PARTS	FIRE & EMS	VEHICLE MAINTENANCE	13.99	7187882	UNIT 2
1470	NEWTON'S TROPHY CORN	FIRE & EMS	ADVERTISING	121.40	7187880	PLAQUE
1310	MISSISSIPPI FIRE ACA	FIRE & EMS	TRAVEL & TRAINING	640.00	7187876	FIRE INVESTIGATOR C HILL
1310	MISSISSIPPI FIRE ACA	FIRE & EMS	TRAVEL & TRAINING	365.00	7187876	ROPE RESCUE C LINDSEY
926	THE HOME DEPOT	FIRE & EMS	MACHINERY & EQUIPMENT	478.00	7187886	STATION 3
4000	ACTION CHEMICAL	ADMINISTRATIVE EXPENSE	OFFICE SUPPLIES	527.64	7187861	FD SUPPLIES
553	DESOTO COUNTY SHERIF	ADMINISTRATIVE EXPENSE	FEES TO COUNTY JAIL	13,296.35	7187867	JUNE 2023 JAIL & MEDICAL
				665,865.59		

Order #08-16-23

Approval of Claims Docket

Be It Ordered:

By the Mayor and Board of Aldermen to approve the Claims Docket as presented, provided funds are budgeted and available, finding that the expenditures are to objects authorized by law.

Said motion was made by Alderman Johnson and seconded by Alderman Klein.

A roll call vote was taken with the following results:

Ayes: Alderman Klein Alderman Bledsoe, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: Alderman Bostick.

Absent: Alderman Guice.

So ordered this 15th day of August, 2023.

Mayor

Attest:

CAO/City Clerk
Seal

**Mr. Ed Flynn with the Samaritans did not appear.

**At this time the Mayor called forth Ms. Nikiel Winston with Healthy Life Global to discuss the initiative of HLG with the community's youth and what their ethos and goals are to help our youth succeed.

**At this time the mayor opened the discussion of Case No. 2023-13-AI – Request for a text amendment to Article XII, “ use chart” of the City’s Zoning Ordinance – regarding schools and daycares and medical cannabis dispensaries. Mr. Bahr presented a PowerPoint and Staff Report on the case, including the Planning Commission’s recommendation of denial. There was much discussion regarding distance restrictions between schools/daycares and dispensaries. Alderman Young moved to table consideration of the case, but the motion died for lack of a second.

After the Mayor called for another motion three (3) times, no motion was made, and there was no action taken.

**At this time the Mayor called on Mr. Bahr to present Case No. 2023-20- SDFP – Willow Point Phase 3 Final Plat revision at Approx. 5249 Greenwood Rd. Mr. Bahr presented a PowerPoint and Staff Report on the case.

Order #08-17-23

Order to approve Case No. 2023-20-SDFP- Willow Point Phase 3

Be It Ordered:

By the Mayor and Board of Aldermen to approve Case No. 2023-20 SDFP – converting common open space (c.o.s.) 158, Willow Point Phase 3 , consisting of 0.21+- acres, to lot 158 upon which a single family home can be built, and, to the extent necessary, pursuant to MS Code Section 17-1-23(4), to approve an amendment to the plat of said subdivision, as recorded in plat book 145, page 48 of the land records of DeSoto County, Mississippi, to reflect the change from c.o.s. 158 to lot 158, and finding that there are no persons adversely affected by or directly interested in such change.

Said motion was made by Alderman Young and seconded by Alderman DuPree.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Bostick, Alderman DuPree, Alderman Johnson, and Alderman Young.

Nays: None.

Absent: Alderman Guice.

So ordered this 15th day of August, 2023.

Mayor

Attest:

CAO/City Clerk
Seal

**At this time the Mayor called on Mr. Bahr to present Case No. 2108 SDFP – Sage Creek Final Plat, Phase I – Approx. 5707 Goodman Rd. W. Mr. Bahr presented a PowerPoint presentation and staff report on the case. Mr. Henry Porter of WH Porter Consultants, PLLC, was on hand to answer any questions the Mayor or Board of Aldermen had.

Order #08-18-23

Order to approve Case No. 2108- SDFP- Sage Creek Phase 1

Be It Ordered:

By the Mayor and Board of Aldermen to approve Case No. 2108 SDFP – Final Plat Sage Creek Phase I consisting of 32 lots on 45.72+- acres, subject to the following conditions: 1) increase width of rear yard utility easements to 10 feet. 2) clarify the when, where and by whom the subject of street lights will be installed in the subdivision 3) clarify when, where and by whom street signs will be installed in subdivision 4) add section township and range in title block on all sheets 5) correct typo in the word “Planning” within the Planning Commission Certificate block on sheet 4 6) eliminate the Mayor attesting to the signature of the Chancery Clerk on Sheet 4 7) add wording to the plat whereby recording the plat will effectively dedicate the roads to the public 8) add wording to the plat whereby erosion and sediment control shall meet City of Horn Lake standards during the construction of the subdivision, and 9) said Phase I to be completed within two (2) years, subject to any extension(s) that may be granted by the Mayor and Board of Aldermen.

Said motion was made by Alderman Young and seconded by Alderman Klein.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Bostick, Alderman DuPree, Alderman Johnson, and Alderman Young.

Nays: None.

Absent: Alderman Guice.

So ordered this 15th day of August, 2023.

Mayor

Attest:

CAO/City Clerk
Seal

****At this time, the Mayor opened the public hearing on the properties alleged to be in need of cleaning. No one appeared to speak or offer evidence to dispute the need for cleaning as provided by city Code Enforcement. The public hearing was closed.**

Resolution 08-02-23

RESOLUTION FOR CLEANING PRIVATE PROPERTY

6440 Southbridge Cr.	5511 Chapel Hill	5629 Ingleside
6782 Kirkland Cv.	5149 Gray Dr.	
3555 Laurel Cv.	5207 Brenda Cv.	
6460 Southbridge	3290 Fair Meadow Dr.	
7226 Santa Fe Loop	3145 Briarwood	
6525 Birchfield Cr.	7525 Wood shire	

WHEREAS, the governing authorities of the City of Horn Lake have received complaints regarding the following properties:

To the effect that said properties have been neglected to the point that weeds and grass are overgrown and there may exist other significant code and hazardous issues on the properties and that the properties in their present condition are a menace to the public health, safety and welfare of the community; and

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code of 1972 Annotated, as Amended, the municipal authorities have attempted notifying the property owner of the condition of the property, giving at least two (2) weeks' notice before the date of the public hearing, by mailing the notice to the address of the subject property and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting the ad valorem tax; and on the property or parcel of land alleged to be in need of cleaning, giving notice of a hearing, by the Mayor and Board of Aldermen at their regular meeting on **August 15 2023 beginning at 6:00 p.m.; and**

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code of 1972 Annotated, as Amended by HB 1281 of the 2010 regular session, a copy of the notice form, that was mailed and posted on the property or parcel is set out below to be included in the minutes of the governing authority in conjunction with this hearing;

Date

To:

The enclosed Notice of Hearing is given to you, as owner of the property located at, **property address** pursuant to Section 21-19-11 of the Mississippi Code. The public hearing will be held for the governing authority to determine if the above described property is in need of cleaning. **The public hearing on this property will be held on August 15 2023 beginning at 6:00 p.m., at City Hall, 3101 Goodman Road, Horn Lake, Mississippi 38637.**

If pursuant to the public hearing the above described property is found to be in need of cleaning and it is authorized by the governing authority, the city will mow the grass and/or clean this property and make any other necessary repairs to bring this property into compliance with codes and ordinances adopted by the city.

If the property is cleaned by the city, the actual cost of cleaning the property, a penalty as set by the governing authority (up to the maximum of \$1,500.00), and any administrative and legal costs incurred by the city will be recorded as a tax lien against the property with the Desoto County Tax Collector's Office.

You are further advised should the Board of Aldermen, pursuant to this hearing, determine that this property is in need of cleaning and adjudicate such on its minutes, that will authorize the city to reenter this property or parcel of land for a period of one (1) year after the hearing, without any further hearing, if notice is posted on the property or parcel of land and at city hall or another place in the city where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

I declare that the notice with this acknowledgement was mailed and/or posted on the property on or before August 1 2023

Code Enforcement Division
662-393-6174

WHEREAS, the Mayor and Board of Aldermen on said date conducted a hearing to determine whether or not said parcels of land in their present condition were a menace to the public health, safety and welfare of the community. The property owner did not appear at said hearing, nor was any defense presented on their behalf.

THEREFORE, BE IT RESOLVED AND ADJUDICATED by the Mayor and Board of Aldermen of the City of Horn Lake that the said parcels of land located at said properties in the City of Horn Lake in their present condition are a menace to the public health, safety and welfare of the community and if said land owners do not do so themselves the City of Horn Lake with the use of municipal employees or contract services will immediately proceed to clean the land, cutting weeds, removing rubbish, other debris and make any other necessary repairs. All actual costs, plus penalties, administrative and legal costs will become an assessment and be filed as a tax lien against the property.

Following the reading of the Resolution it was introduced by Alderman Bostick . And seconded by Alderman Bledsoe for adoption and the Mayor put said Resolution to a Roll Call Vote with the following results, to wit:

ALDERMAN KLEIN	AYE
ALDERMAN GUICE	ABSENT
ALDERMAN BLEDSOE	AYE
ALDERMAN BOSTICK	AYE
ALDERMAN YOUNG	AYE
ALDERMAN JOHNSON	AYE
ALDERMAN DUPREE	AYE

The resolution having received the proper vote of all Aldermen present was declared to be carried and adopted on the 15th Day of August, 2023.

ALLEN LATIMER, MAYOR

ATTEST:

CAO/City Clerk

Seal

**At this time the Mayor called forth Mr. Feinstone to present a discussion to contract with Camino Technologies for Planning, Code Enforcement, Business Licensing, and animal Control case management software for a 3 year contract at a cost not to exceed \$98,713.00. There was much discussion regarding use, cost, and implementation timing.

Order #08-19-23

Order to approve agreement with Camino Technologies

Be It Ordered:

By the Mayor and Board of Aldermen to approve a services agreement with Camino Technologies for Planning, Code Enforcement, Business Licensing, and Animal Control case management/ permitting and licensing system SaaS (software as a service) license, implementation and integrations for a 3 year period at a cost not to exceed \$98,713.00 (\$60,193 year 1,\$19,260 per year (years 2 and 3), and to the extent necessary, finding such license/software to be a single source item and/or ancillary to the professional services for the design, customization, and/or implementation of the system, and the license/software is of no use without the services necessary to design, customize, and/or implement the system.

Said motion was made by Alderman Bostick and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: Alderman Guice.

So ordered this 15th day of August, 2023.

Mayor

Attest:

CAO/City Clerk
Seal

**At this time the Mayor called forth Mr. Feinstone to present a discussion to contract with Oracle Local Government Software. Mr. Matt Sorrell from Oracle out of Minnesota was on hand to answer questions regarding this product. There was much discussion regarding use, cost, and implementation timing, as well as the software's ability to interface with other existing software being utilized or installed by other departments.

Order #08-20-23

Order to approve subscription/agreement with Oracle

Be It Ordered:

By the Mayor and Board of Aldermen to approve a subscription for and implementation of Oracle NetSuite for Government Cloud Service SaaS (software as a service) and associated agreements with Oracle America, Inc. at a total cost of \$279,586.80 for a 5 year period (\$55,917.36 annually), plus implementation service fee and expenses totaling \$208,592.00, and to the extent necessary, finding such subscription/software to be a single-source item and/or ancillary to the professional services for the design, customization, and/or implementation of an enterprise resource planning (ERP) system, and the subscription/software is of no use without the services necessary to design, customize, and/or implement the ERP system.

Said motion was made by Alderman DuPree and seconded by Alderman Bostick.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: Alderman Guice.

So ordered this 15th day of August, 2023.

Mayor

Attest:

CAO/City Clerk
Seal

Order #08-21-23

Order to extend meeting time

Be It Ordered:

By the Mayor and Board of Aldermen to extend the time of the Mayor and Board of Aldermen meeting in order to conclude all city business.

Said motion was made by Alderman Bostick and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young

Nays: None.

Absent: Alderman Guice.

So ordered this 15th day of August, 2023.

Mayor

Attest:

CAO/City Clerk
Seal

**The motion to extend the meeting was made at 9:11 p.m.

**At this time the Mayor opened a public hearing on the proposed FY2024 Budget and Tax Levy. Mr. Robinson went over all departmental budgets and answered questions presented by the Mayor and Board of Aldermen. It was noted that no tax increase was being proposed for FY2024.

**Mr. Francis J. Miller came forward to enumerate his plan to save the taxpayers of Horn Lake money while lowering the millage rate and stated that he would be happy to sit and talk about it with the aldermen and prove it in writing. No one else came forward to speak on the proposed FY2024 budget or tax levy. The public hearing was closed.

Order #08-22-23

Approval of MOU with the County

Be It Ordered:

By the Mayor and Board of Aldermen to approve a MOU with DeSoto County for municipal court use of the former justice court building, in substantially the following form, with such completions, changes, insertions, and modifications as might be approved by the Mayor and or city attorney.

Said motion was made by Alderman Bledsoe and seconded by Alderman Klein.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young

Nays: None.

Absent: Alderman Guice.

So ordered this 15th day of August, 2023.

Mayor

Attest:

CAO/City Clerk
Seal

MEMORANDUM OF UNDERSTANDING BETWEEN
DESOTO COUNTY, MISSISSIPPI, AND CITY OF HORN LAKE, MISSISSIPPI

COME NOW, DeSoto County, Mississippi, by and through its governing authority, the Board of Supervisors, (hereinafter referred to as County) and the City of Horn Lake Mississippi, by and through its governing authority, the Mayor and Board of Aldermen, (hereinafter referred to as Horn Lake) and enter into this MOU for Horn Lake's use of a portion of a County building, and would recite as follows:

WHEREAS, Horn Lake is renovating its City Hall, resulting in Horn Lake needing a temporary, alternative location at which to hold municipal court; and

WHEREAS, the County owns a building located at 8525 Highway 51 N, Southaven, Mississippi 38671, a portion of which formerly housed the DeSoto County Justice Court (hereinafter referred to as the Building); and

WHEREAS, the Building is not currently needed for County or related purposes or operation of the County, sale/lease of the Building in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the County, and Horn Lake's use of the Building will promote and foster the development and improvement of the community and the civic, social, educational, cultural, moral, economic, or industrial welfare thereof

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

1. **Use/Rent.** Horn Lake shall be permitted to use the Building to hold municipal court and for related purposes for no rental cost. Horn Lake shall be responsible for providing all labor, materials, equipment, and supplies necessary to conduct municipal court in the Building.

2. **Term.** The term shall commence immediately and continue through December 31, 2023. Thereafter, Horn Lake shall be permitted to extend the term of its use of the Building on a month to month basis, subject to termination of this MOU as set forth herein.

3. **Utilities.** The County shall be responsible for all utilities of the Building.

4. **Condition of Building.** During the term (and any extension(s) thereof), the County will remain responsible for all maintenance and repairs to the Building, including maintenance to the exterior of the Building including the parking area, common areas, and landscaping. Horn Lake will be responsible for keeping the portion of the Building it uses clean and orderly, so that at the end of the term (and any extension(s) thereof), the Building is in as good condition as the reasonable use thereof shall permit, normal wear and tear excepted.

5. **Alterations and Improvements/Signage.** No major alterations, additions or improvements to the Building shall be made without first having the written consent of the County. Horn Lake may have signage adequate to its needs (at its expense), subject to any required approval by the City of Southaven.

6. **Property Damage.** Unless covered by the County's property insurance on the Building, Horn Lake shall be responsible for the repair or replacement of any property within the Building or portion of the Building damaged by any negligent act or omission of an employee or agent of Horn Lake; for any such damage covered by the County's property insurance, Horn Lake shall be responsible for payment of any deductible.

7. **Insurance.** Throughout the term (and any extension(s) thereof), Horn Lake shall maintain, at no cost to the County, the following insurance:

- a. Worker's Compensation coverage in accordance with the statutory requirements and limits of the State of Mississippi.
- b. Commercial General Liability insurance with minimum limits of \$1,000,000 each for bodily injury (including death) and property damage, each occurrence, with \$1,000,000 combined single limit.

8. **Termination.** Either party may terminate this MOU with or without cause upon 30-days written notice. On or before the effective termination date, Horn Lake shall vacate and surrender the Building in broom clean condition and with all Horn Lake personal property removed.

9. **Modifications.** Neither this MOU nor any of its terms may be changed or modified, waived or terminated except by an instrument in writing, approved by the governing body of each party, with such approval spread upon its official minutes, and signed by each party's designated representative.

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

DESOTO COUNTY, MISSISSIPPI

BY: _____

RAY DENISON, PRESIDENT

BOARD OF SUPERVISORS

DATE: _____

ATTEST: _____

CLERK - BOARD OF SUPERVISORS

CITY OF HORN LAKE, MISSISSIPPI

BY: _____

ALLEN B. LATIMER, MAYOR

DATE: _____

ATTEST: _____

CITY CLERK

Order #08-23-23

Determination to go Into Executive Session

Be it Ordered:

By the Mayor and Board of Aldermen to go into determination for Executive Session.

Said Motion was made by Alderman Bostick and seconded by Alderman Young.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: Alderman Guice.

So ordered this 15th day of August, 2023.

Mayor

Attest:

CAO/City Clerk
Seal

Order #08-24-23

Order to come out of Determination for Executive Session

Be it Ordered:

By the Mayor and Board of Aldermen to come out of determination for Executive Session.

Said Motion was made by Alderman Bostick and seconded by Alderman DuPree.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Bostick, Alderman Johnson, Alderman DuPree and Alderman Young.

Nays: None.

Absent: Alderman Guice.

So ordered this 15th day of August, 2023.

Mayor

Attest:

CAO/City Clerk
Seal

Order #08-25-23

Order to go into Executive Session

Be it Ordered:

By the Mayor and Board of Aldermen to go into Executive Session regarding:

- A. Discussion regarding personnel matters in the Planning Department.
- B. Discussion regarding personnel in the Animal Control Department.

Said Motion was made by Alderman Bostick and seconded by Alderman Johnson.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Bostick, Alderman Johnson, and Alderman DuPree.

Nays: Alderman Young.

Absent: Alderman Guice.

So ordered this 15th day of August, 2023.

Mayor

Attest:

CAO/City Clerk
Seal

Order #08-26-23

Order to Come Out of Executive Session

Be it Ordered:

By the Mayor and Board of Aldermen to come out of Executive Session.

Said Motion was made by Alderman Bledsoe and seconded by Alderman DuPree.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: Alderman Guice.

So ordered this 15th day of August, 2023.

Mayor

Attest:

CAO/City Clerk
Seal

Order #08-27-23

Order to approve travel and training

Be it Ordered:

By the Mayor and Board of Aldermen to approve travel and training for the following:

- A. Request to approve attendance of B. Simco to StormCon2023 August 28-31, 2023, in Dallas, TX at a cost not to exceed \$1600.00.
- B. Request to approve attendance of A. Hockensmith for Destination Downtown Conference in Monroe, LA September 13-15, 2023 at a cost not to exceed \$600.00.

Said Motion was made by Alderman Bostick and seconded by Alderman DuPree.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Bostick, Alderman Johnson. Alderman DuPree, and Alderman Young.

Nays: None.

Absent: Alderman Guice.

So ordered this 15th day of August, 2023.

Mayor

Attest:

CAO/City Clerk
Seal

Order #08-28-23

Order of probation – Employee 590

Be it Ordered:

By the Mayor and Board of Aldermen to place Employee #590 on a three (3) week probation, pending possible further consideration of and/or action on the recommended disciplinary notice dated August 14, 2023, at the September 5, 2023 Mayor and Board of Aldermen meeting.

Said Motion was made by Alderman Johnson and seconded by Alderman Young.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: Alderman Bostick.

Absent: Alderman Guice.

So ordered this 15th day of August, 2023.

Mayor

Attest:

CAO/City Clerk
Seal

Order #08-29-23

Order to Recess

Be it Ordered:

By the Mayor and Board of Aldermen to recess this meeting until August 22, 2023 at 6:00 p. m.

Said Motion was made by Alderman Bostick and seconded by Alderman Young.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: Alderman Guice.

So ordered this 15th day of August 2023.

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Mayor

Attest:

CAO/City Clerk
Seal

**MUNICIPAL DOCKET
MAYOR AND BOARD OF ALDERMEN MEETING
AUGUST 22, 2023 BEGINNING AT 6:00 P.M.**

NOTICE OF RECESSED MEETING – AUGUST 22, 2023

To All Citizens and Parties in Interest:

The Mayor and Board of Aldermen of the City of Horn Lake, Mississippi, will hold a recessed meeting on August 22, 2023, at 6:00 p.m. at Horn Lake City Hall located at 3101 Goodman Road, Horn Lake, Mississippi 38637. At said recessed meeting, the Mayor and Board of Aldermen will consider the proposed budget for FY2024 and all other business that may come before them.

ALDERMEN							
Mayor	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	At Large
Allen Latimer	Mike Guice	Tommy Bledsoe	Jackie Bostick	Dave Young	LaShonda Johnson	Robby DuPree	Danny Klein

Meeting Called To Order
Invocation:
Pledge of Allegiance:
Roll Call

Mayor Allen Latimer
Alderman Johnson
Alderman Young

I. Vote on Municipal Docket

II. Consent Agenda

- A. Request approval of the right of way instrument in the favor of Entergy Mississippi, LLC (Project No. C6PP349020).
- B. Request approval to purchase a 2023 Ram 1500 Crew Cab 4x4 from Landers Chrysler Dodge Jeep at a cost not to exceed \$38,053.00 for the Street Department, being the lowest and best bid received.

III. New Business

- A. Discussion of FY2024 budget.

IV. Citizen Remarks

V. Mayor / Alderman Correspondence

VI. Department Head Correspondence

VII. Engineer Correspondence

VIII. City Attorney Correspondence

IX. Executive Session

X. Adjourn

August 22, 2023

Be it remembered that the meeting of the Mayor and Board of Aldermen of the City of Horn Lake, Mississippi was held on August 22, 2023 beginning at 6:00 p.m., it being the said time and place for conducting the meeting.

When and where the following were present: Mayor Latimer, Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman DuPree, Alderman Young, Steven Boxx, Public Works Director, Nikki Pullen, Police Chief, David Linville, Fire Chief, Drew Coleman, Parks and Rec Director, Glenn Andrews, Animal Control Director, Chad Bahr, Planning Director, Jim Robinson, CAO/City Clerk, and Billy Campbell, City Attorney.

Absent: None.

Order #08-30-23

Order to approve Municipal Docket

Be It Ordered:

By the Mayor and Board of Aldermen to approve the Municipal Docket, as presented.

Said motion was made by Alderman Guice and seconded by Alderman Young.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: None.

So ordered this 22nd day of August, 2023.

Mayor

Attest:

CAO/City Clerk
Seal

Order #08-31-23

Order to approve Consent Agenda

Be It Ordered:

By the Mayor and Board of Aldermen to approve the Consent Agenda items A-B.

- A. Request approval of the right of way instrument in the favor of Entergy Mississippi, LLC (Project No. C6PP349020).
- B. Request approval to purchase a 2023 Ram 1500 Crew Cab 4x4 from Landers Chrysler Dodge Jeep at a cost not to exceed \$38,053.00 for the Street Department, being the lowest and best bid received.

Said motion was made by Alderman Bostick and seconded by Alderman DuPree.
A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: None.

So ordered this 22nd day of August 2023.

Mayor

Attest:

CAO/City Clerk
Seal

**At this time the Mayor opened the discussion on the FY2024 Budget. Mr. Robinson went over all departmental budgets and answered questions presented by the Mayor and Board of Aldermen. Department heads were available to answer any questions presented by the Mayor and Board of Aldermen. No action was taken.

Order #08-32-23

Determination to go Into Executive Session

Be it Ordered:

By the Mayor and Board of Aldermen to go into determination for Executive Session.

Said Motion was made by Alderman Guice and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: None.

So ordered this 22nd day of August, 2023.

Mayor

Attest:

CAO/City Clerk
Seal

Order #08-33-23

Order to come out of Determination for Executive Session

Be it Ordered:

By the Mayor and Board of Aldermen to come out of determination for Executive Session.

Said Motion was made by Alderman Young and seconded by Alderman DuPree.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman DuPree and Alderman Young.

Nays: None.

Absent: None.

So ordered this 22nd day of August, 2023.

Mayor

Attest:

CAO/City Clerk
Seal

**It was determined that executive session was not necessary.

Order #08-34-23

Order to Adjourn

Be it Ordered:

By the Mayor and Board of Aldermen to adjourn this meeting.

Said Motion was made by Alderman Bostick and seconded by Alderman Young.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: None.

So ordered this 22nd day of August 2023.

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Mayor

Attest:

CAO/City Clerk
Seal

The minutes for the August 15th, 2023, Mayor and Board of Aldermen meeting, recessed until August 22, 2023, were presented to the Mayor for his signature on _____, 2023.

CAO/City Clerk