

MASTER PURCHASE AND SUBSCRIPTION AGREEMENT

THIS MASTER PURCHASE AND SUBSCRIPTION AGREEMENT ("*Agreement*") is made and entered into by and between LB TECHNOLOGY INC., a Delaware corporation (the "*Company*") with an address of 6991 Appling Farms Parkway, Suite 101, Memphis, Tennessee 38133, and Southaven Fire Department ("*Customer*"), with an address of 8710 Northwest Dr. Southaven MS 38671__, and shall be effective as of the signature date below (the "*Effective Date*").

1. Product(s):

Whereas, the Company shall provide certain devices to Customer pursuant to the order detail attached hereto as Exhibit A, as may be amended from time to time (collectively, the "*Equipment*"). In conjunction with the Equipment, the Customer has subscribed to wireless communication services (the "*Services*") to be provided by the Company, as also set forth in Exhibit A, and as defined below in section 1a and/or 1b:

a) GPS Telematics

If agreed upon by the parties, Company warrants and represents that it will provide the Customer GPS Telematics fleet tracking Equipment. The Company will provide the wireless services required to transport the GPS data events to Company servers that provide access to the Company's mapping, analytics and fleet management software, allowing the Customer to receive alerts, view, download and back-up the data for the term of the contract. The fee for GPS Telematics Services includes data usage on the Company's server with reporting intervals detailed in Exhibit A.

The monthly charges described and pursuant to Exhibit A include the wireless transportation and storage of Customer GPS data on the Company servers. During the term of this Agreement, the Company will retain the GPS Telematics data events for a period of 2 years. Within the data retention period of 2 years, Customer can download and back up data from the Company's mapping, analytics and fleet management software to Customer owned systems. The Company will warrant the Equipment as defined in Section 6 of this Agreement. If neither a technician can troubleshoot and repair a GPS Telematics Equipment failure with over the air (OTA) functions and remedies, nor an on-site service technician can repair the GPS Telematics Equipment failure, new Equipment will be shipped to the Customer. All Equipment replaced under warranty must be returned to the Company within 15 days. Failure to return such Equipment within 15 days shall subject Customer to additional charges.

b) In-Cab Cameras

If agreed upon by the parties, Company warrants and represents it will provide the Customer GPS-enabled camera recording Equipment that are capable of high-definition road-facing, cabin-facing and optional auxiliary video. The camera captures the routine driving and specific driver behavior events of the vehicle in real-time. Powered by artificial intelligence (AI) as defined by the Customer, the camera automatically detects and transmits distracted driving events, harsh driving events, seatbelt use, smoking, eating, and other optional AI events selected by the Customer.

In connection with the high-definition in-cab cameras, the Company will provide the wireless services required to transport the video content to Company servers that provide access to the Company's mapping, analytics and fleet management software, allowing the Customer to receive optional alerts in real time, view, download, back-up and save the video content for the term of the Agreement.

The monthly charges described and pursuant to Exhibit A include the wireless transportation and storage of the Customer video data on the Company servers. During the term of this Agreement, the Company will retain the video and event data of the Customer uploaded events for a period of 30 days from upload. Within the data retention period of 30 days, Customer can download and back up data from the Company's mapping, analytics and fleet management

software to Customer owned systems. The Company will warrant the Equipment as defined in Section 6 of this Agreement. If neither a technician can troubleshoot and repair a failure with over the air (OTA) functions and remedies, nor an on-site service technician can repair the failure new Equipment will be shipped to the Customer. All Equipment replaced under warranty must be returned to the Company within 15 days. Failure to return such Equipment within 15 days shall subject Customer additional charges.

2. Additional Service(s):

Whereas, the Company shall provide certain devices to Customer pursuant to the order detail attached hereto as Exhibit A, as may be amended from time to time (collectively, the "*Equipment*"). In conjunction with the Equipment, the Customer may subscribe to maintenance and inspection services (also, the "*Services*") to be provided by the Company, as also set forth in Exhibit A, and as defined below in section 2a, 2b, and/or 2c:

a) Original Equipment Manufacturer (OEM) Data Services

If agreed upon by the parties, the Company warrants and represents that it will provide the Customer OEM GPS Telematics data. The Company will provide the API connections required to transport the GPS data events to Company servers that provide access to the Company's mapping, analytics and fleet management software, allowing the Customer to receive alerts, view, download, and back-up the data for the term of the contract. The fee for OEM GPS Telematics Services includes access to the Company's server with reporting intervals detailed in Exhibit A. The monthly charges described and pursuant to Exhibit A include the API access and storage of Customer OEM GPS data on the Company servers. During the term of this Agreement, the Company will retain the GPS Telematics data events for a period of 2 years. Within the data retention period of 2 years, Customer can download and back up data from the Company's mapping, analytics and fleet management software.

Limitation of Liability for Original Equipment Manufacturer (OEM) Data Services

The Company shall not be held liable for any damages, losses, or disruptions resulting from the unavailability, inaccuracy, or failure of third-party OEM data services integrated into the FleetTrack portal ("OEM Data Services"). The Company provides access to OEM Data Services as a service to the Customer and does not guarantee the availability, accuracy, or performance of such services. The Customer acknowledges and agrees that reliance on OEM Data Services is at the Customer's sole risk, and any interruptions or failures in these services are the responsibility of the respective OEM provider. To the extent allowed by Mississippi law, the Company expressly disclaims all warranties, express or implied, related to the OEM Data Services, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

b) Watchdog Monitoring Services

If agreed upon by the parties, the Company warrants and represents that it shall provide to the Customer Watchdog Monitoring Services. These services shall include general monitoring of system performance and security, the provision of periodic summary reports, and, as may be mutually agreed, additional customer-specified monitoring parameters. The Company shall promptly notify the Customer upon detection of any critical incidents or abnormalities. The Watchdog Monitoring Services shall be provided for an additional fee, which shall be incorporated into the existing fees under this Agreement and further detailed in Exhibit A.

c) Watchdog Inspection Services

If agreed upon by the parties, the Company warrants and represents that it shall provide to the Customer Watchdog Inspection Services. These services shall include scheduled, comprehensive on-site inspections of the Customer's vehicles, which, without limitation, shall comprise: (i) a visual inspection of all cabling (wires); (ii) a visual inspection of all hardware; and (iii) a visual inspection of all safety or other performance-related components directly affected by the installation of the Company's equipment. During such inspections, the Company shall perform any necessary repairs identified to maintain both the Company's Equipment and the Customer's vehicle in a safe and operational condition, subject to the terms and pricing set forth herein. The Watchdog Inspection Services shall be

provided for an additional fee, which shall be added to the existing fees under this Agreement and detailed in Exhibit A.

3. Equipment and Services:

Pursuant to the order detail attached hereto as Exhibit A, Customer has agreed to purchase certain Equipment and/or subscribe to certain data Services, ("*Initial Order*"). Customer agrees to provide a complete and accurate list of vehicles and/or equipment in the fleet ("*Equipment Detail*") to fulfill the Initial Order, including year, make, and model, within 15 days of the Effective Date of this Agreement. Notwithstanding any other provision of this Agreement, if the Equipment Detail is not received by the Company within fifteen (15) days of the Effective Date, the Company shall have no obligation to commence any work, installation, or related services until such Equipment Detail is provided in full (the "*No-Start Clause*"). In the event of such a delay, the Customer shall be liable for additional reasonable costs or schedule adjustments incurred by the Company as a result thereof.

The Company agrees to provide the Equipment and activate the Services, as applicable, in accordance with the terms and conditions of this Agreement. The terms of this Agreement shall be applicable to future purchases of any other additional Equipment or Services by Customer from the Company. The Initial Order will be billed as set forth in Section 5 of this Agreement.

4. Term:

This Agreement shall commence on the Effective Date, and the Initial Order placed by Customer for Services, as defined in Exhibit A, shall be for the initial term as set forth in any Exhibit A, as amended from time to time which term shall automatically renew for successive one (1) year terms at the then-current fee schedule. Unless otherwise provided for in this Agreement, any additional order placed subsequent to the Initial Order as set forth in Exhibit A ("*Subsequent Order*") shall carry its own term equal to the term set forth in Exhibit A, commencing on the date the Subsequent Order is placed.

Prior to the expiration of the then-current term, Customer may request an extended renewal term for any Services by notifying the Company in writing of its intent to renew for a longer term. Either party may terminate this Agreement by notifying the other party in writing of its intent not to renew no later than sixty (60) days prior to the expiration of the then-current term. This Agreement is in full force and effect for the Initial Term of the Agreement and any renewal period. In the event an individual device(s) is cancelled at any point during its term, the Customer will pay an "*Early Device Cancellation Fee*", which is calculated by multiplying the number of months remaining in the then-current term by the monthly (or prorated annual) Periodic Servicing Payment payable for the Services to be provided for each device pursuant to any Exhibit A.

5. Fees/Billing/Payments:

All Services shall be paid for either monthly or annually (each a "*Periodic Servicing Payment*"), pursuant to Customer's election as shown in Exhibit A. If Services are invoiced on a monthly basis, the Company shall invoice Customer monthly in arrears for the Services performed pursuant to Exhibit A. If the Services are invoiced on an annual basis, the Company shall invoice Customer for the Services in advance for the next annual period. Services will become billable the earlier of either (a) upon installation and activation of a device or (b) sixty (60) days after the date the Equipment is shipped. Invoices shall be delivered electronically to Customer in consolidated format for all active accounts. The Company accepts payment by corporate check, credit card, wire or ACH. Customer shall be solely responsible for the payment of any taxes or duties due in connection with its purchase of the Equipment or Services, and Customer shall indemnify, defend and hold the Company harmless from any and all such charges.

6. Default:

Should Customer fail to timely pay any Periodic Servicing Payment on or prior to a due date, and if such failure to pay continues for ten (10) or more calendar days, Customer shall be in default hereunder, the Services may be suspended without notice to Customer (including turning off archiving of any data linked to the Equipment and/or Services), and Customer may be charged a Cancellation Fee. Additionally, any late payments delinquent for more than forty-five (45) days shall be subject to a late fee of 3.5% per month. Furthermore, if Customer or Company (i) shall default in the observance or performance of any other covenant, agreement or condition on the part of Customer contained herein and such default is not cured within ten (10) days following notice from the Company or Customer (ii) shall be involuntarily adjudicated a debtor or insolvent by a court of competent jurisdiction, or shall file a petition to be adjudicated a debtor, or shall seek relief under the provisions of any bankruptcy law, or shall make an assignment for the benefit of creditors, or if any order shall be made appointing a receiver of all or any substantial portion of the assets of Customer or Company, and such order shall not have been stayed or dismissed and shall have remained in full force and effect for at least sixty (60) days, the Company or Customer may suspend the Services without further notice to Customer or Company, and Customer may be charged a Cancellation Fee; provided further, that in the event of a bankruptcy filing by or on behalf of Customer or Company, Customer agrees that the Company's Services are vital and necessary to the continuous operations of Customer's business, and Customer will seek critical vendor status for the Company in order to continue payments on the terms set forth herein. An administrative fee of \$20.00 per device may be charged to reactivate each of Customer's accounts following any suspension of Services. Customer hereby expressly waives and releases the Company from any and all losses, liabilities, damages, claims or expenses relating to any suspension of Services.

7. Right to Cure:

Should either party breach any material obligation under this Agreement, the non-breaching party shall provide written notice to the breaching party detailing the nature of the breach. The breaching party shall have thirty (30) days from the receipt of such notice to cure the breach. If the breach is not cured within thirty (30) days, the non-breaching party may pursue any remedies available under this Agreement or at law, including termination of the Agreement. GPS-enabled fleet tracking equipment rendered inoperable due to power issues or loss shall not constitute a breach under this Agreement.

Customer Power Supply Responsibility

The Customer shall be solely responsible for ensuring that all customer-owned equipment is provided with and maintains a continuous and adequate power source. A loss of power shall not constitute a breach of this Agreement. The Company shall not be liable for any failure, interruption, or inadequacy of the power supply to any GPS and/or In-Cab Camera equipment, nor for any resulting damages or service disruptions related thereto.

8. Limited Warranty/Limitation of Liability:

The Company is not responsible or liable for interruption or disruption of the Services or any loss of data, and in no event shall the Company be liable to Customer or any third party, and Customer hereby releases the Company from, any direct, indirect, incidental, consequential, or punitive damages or losses, whether arising in contract, warranty, tort, strict liability or otherwise, including but not limited to losses of use, income, profits, business, reputation or financing, arising from or in connection with the terms and conditions of the Agreement. Furthermore, the Company and Company's officers, directors, employees, agents and consultants or any third party, shall not be liable for any claims, losses, costs or any damages whatsoever arising from any term or condition of this Agreement.

9. Consents:

Customer represents and warrants to the Company that Customer will obtain all necessary legal consents from its employees, contractors, agents or other users of the Equipment and/or Services, and Customer hereby authorizes

the tracking and/or monitoring of all devices by the Company, its employees, agents, affiliates, licensors and their subcontractors.

10. Confidentiality:

The Company will not sell or otherwise disclose Customer's information, except as required by law and/or by any judicial or governmental order; provided, however, that the Company shall promptly notify Customer of such order and shall cooperate with Customer (at Customer's sole expense) if it seeks to contest such order or obtain confidential treatment of such information through a protective order or by other means. The Company will use commercially reasonable efforts to ensure that Customer's information is secure. Notwithstanding anything herein to the contrary, it is understood and agreed that the performance of the Services is or might be subject to regulation and examination by authorized representatives of the Department of Transportation or other appropriate federal or state regulatory agencies, and that each party is and shall be authorized to submit or furnish to any such regulatory agency reports, information, assurances and other data as may be required by, or reasonably requested of it under, applicable laws and regulations, including without limitation any appropriate notifications concerning the initiation or termination of this Agreement or any of the Services provided to Customer.

11. Indemnification:

In addition to any right or remedy that exists in favor of the Company at law or in equity, to the fullest extent allowed by Mississippi law, Customer agrees to indemnify, defend, and hold harmless the Company, its officers, directors, board members, agents, employees, subsidiaries, affiliates, assigns and contractors ("*Indemnified Parties*") from, against and with respect to any and all claims, demands, suits, losses, damages, injuries, costs, expenses, obligations, liabilities, incidental, or consequential damages, recoveries and deficiencies, including interest, penalties and attorneys' fees, costs and expenses, that the Company may incur or suffer, which arise, result from, or relate to the Services and/or the use of the Equipment by Customer, its agents, employees or contractors, or which arise, result from, or relate to any alleged act, omission or misconduct by Customer, its agents, employees or contractors.

12. Notices:

All notices hereunder shall be in writing and sent and, unless personal delivery is effected earlier, will be deemed delivered: (i) three business days after deposit in the U.S. Mail, postage prepaid, registered or certified mail, return receipt requested; or (ii) one business day after delivery to any nationally recognized overnight delivery service for prepaid delivery on the next business day; or (iii) on the business day sent, if sent by email prior to 5:00 p.m. Central Time.

Notices to Customer:

Name: _____

Title: _____

Email: _____

Notices to LB Technology:

Name: Chandler Meloni _____

Title: CFO _____

Email: cmeloni@lbtechnology.com _____

13. Force Majeure:

The performance of both parties shall be excused during the period and to the extent that such performance is rendered impossible or impracticable due to acts of God, strikes, lockouts or labor difficulty, unavailability of parts through

normal supply sources, failure of any utility to supply its services for reasons beyond a party's control, explosion, sabotage, accident, riot, civil commotion, war, acts of terrorism, fire, flood or other casualty, or any other cause beyond the reasonable control of the party whose performance is to be excused.

14. Governing Law:

The laws of the State of Mississippi shall govern and control the terms of this Agreement and the provision of the Services and Equipment. Any legal action brought by either of the parties arising out of or relating to this Agreement, the Services or the Equipment shall be brought exclusively in the appropriate court located in Desoto County, Mississippi. Any claims, disputes, or other matters in controversy arising out of or related to the Agreement, the Services and Equipment shall be subject to mediation as a condition precedent to binding dispute resolution.

15. Assignment:

Neither party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party, except that a successor in interest by merger, operation of law, assignment, purchase or otherwise, of the business of the Company shall acquire all of its interest hereunder. This Agreement does not convey to Customer any intellectual property rights (whether patents, copyrights or trademarks) on the Equipment and/or Services that the Company owns or for which the Company has a license right except the limited rights to use the Equipment and Services as specifically set forth in this Agreement.

16. Survival:

The following Paragraphs shall survive the expiration or termination of this Agreement for any reason: 5, 6, 8, 10, and 11.

17. Miscellaneous:

The parties agree that this Agreement, including the order detail at Exhibit A, sets forth the entire Agreement between the parties, and supersedes any negotiations, representations, whether implied, verbal, or written, between the parties with respect to any term and condition of this Agreement. Each provision contained in this Agreement shall be independent and severable from all other provisions contained herein and the invalidity of any provision shall in no way invalidate or affect the enforceability of any of the other provisions. Either party's waiver of a breach or failure to declare a default, of any term, covenant or condition contained in this Agreement, shall not constitute a waiver of any subsequent breach or default of the same or any other term, covenant or condition, nor shall it affect the subsequent enforceability of any provision of this Agreement. There shall be no amendments or modifications to this Agreement, the Equipment or Services, except by a writing signed by both Company and Customer. This Agreement may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart, even though no one counterpart contains the signatures of all the parties. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures. In the event that legal action arises out of or in connection with this Agreement, the Services or Equipment, or enforcement of, performance of, breach of or interpretation of this Agreement, the parties agree that the prevailing party shall be entitled to its reasonable attorneys' fees and legal expenses incurred in connection therewith. The Company is an independent contractor, not an employee, agent or representative of Customer. Nothing in this Agreement shall establish an employer-employee relationship or any other agency relationship.

CUSTOMER:

LB TECHNOLOGY, INC.

Customer Name: _____

LB Technology, Inc.

By: _____

Printed Name: _____

Title: _____

Dated: _____

By: CMeloni _____

Printed Name: Chandler Meloni _____

Title: CFO _____

Dated: 7/18/2025 _____

Initials _____

EXHIBIT A

THIS Exhibit A is made under and pursuant to the Master Purchase and Subscription Agreement (the "**Agreement**") effective _____ between LB Technology Inc. (the "**Company**") and _____ Southaven Fire Department (the "**Customer**").

Pursuant and subject to the terms and conditions of the Agreement, Customer hereby purchases the following Equipment and/or agrees to subscribe to the following Services, and is in full force and effect for the initial term and any renewal term(s) as set forth in Section 4:

EQUIPMENT*:

Device Name	Quantity	Price per Unit	Total Price
GPS Controller	18	Waived	\$0
GPS and Camera	15	Waived	\$0
Accessories	Quantity	Price per Unit	Total Price
All Cabling		Waived	\$0
Antennas		Waived	\$0

**In the event the Company has waived the cost of Equipment, the Equipment remains the property of the Company and should be returned free of damage and in working order at the end of the Agreement.*

SERVICES:

Service	Quantity	Fee per Unit	Total Monthly Fee
GPS Tracking	18	\$13.00	\$ 234.00
Camera and GPS	15	\$ 32.00	\$ 480.00
Total Monthly			\$ 714.00

Initials _____

Installation Services	33	\$25	\$825

Notes:

- *This agreement comes with a 5 second Ping rate for each vehicle. If the data is too heavy, the customer can request a higher ping rate at no additional charge.*
- *All equipment and services are subject to sales or other taxes, as applicable.*

Initials _____

EXHIBIT A (continued)

TERM OF SERVICE:

__5__ years

BILLING DETAIL:

Billing frequency: Monthly: X Annually: _____

Invoice delivery:

Billing Email Address: _____

Billing Contact Name: _____

AGREED TO AND ACCEPTED:

Customer Name: _____

By: _____

Printed Name: _____

Title: _____

Dated: _____

CUSTOMER INFORMATION ("Customer")			
Customer Name Southaven Fire Department			
Customer Email dscallions@southaven.org		Customer Phone 662-393-7466	
Customer DOT#		Customer MCC#	
BILLING INFORMATION			
Address 8710 Northwest Drive			
City Southaven	State MS	Zip Code 38671	Country USA
SHIPPING INFORMATION			
Address Same			
City	State	Zip Code	Country
CONTACT INFORMATION – PRIMARY			
First Name Danny	Last Name Scallions	Title Fire Chief	
Phone Number 662-393-7466		Mobile Phone Number	
Email Address dscallions@southaven.org			
CONTACT INFORMATION – SECONDARY			
First Name	Last Name	Title	
Phone Number		Mobile Phone Number	
Email Address			



task order 25

To: Mayor Musselwhite
City of Southaven

From: Brian Bullard, AIA, Principal
UrbanARCH Associates

Date: 7-18-2025


Re: UA/Southaven Parks Agreement - Task Order 25
(Southaven Municipal Courtroom – Façade Upgrade)

This Task Order 25 establishes a project-specific task for the Southaven Municipal Courtroom – Façade Upgrade. This is for the new design to the façade of the existing construction ongoing at the Southaven Municipal Courtroom. UrbanARCH will provide the following as part of this task order.

1. Prepare drawings for bidding with the addition of Structural and Electrical Engineering.
2. Submit documents to local code for permitting.
3. Provide hourly assistance with the bid process / opening, contractor selection, and bid review.
4. Provide hourly Construction Administration Services.

The cost of this work has been estimated using the compensation rates in our umbrella contract with the City, dated 7.17.2018. Therefore, this work effort shall not exceed \$16,500 (lump sum) in fees, not inclusive of reimbursable expenses for the Architectural and Engineering Fee. The Bidding and Negotiation / Construction Administration work effort shall not exceed \$15,000 (hourly) in fees, not inclusive of reimbursable expenses. Reimbursable expenses shall be invoiced direct plus 5% as agreed in umbrella contract.

Attachments: UrbanARCH proposal dated July 17th 2025

Authorization:  Mayor 8/6/25
Name Title Date

City of Southaven

At The Top of Mississippi



Alcohol Request Form

1. Facility Name: Healing Hearts Child Advocacy Center
2. Name of Renter/Organization: _____
3. Date of Event: Sept. 27, 2025
4. Type of Event: Dinner, with Band & Auction
5. Time of Event: From 10:00 am/pm to 02:00 am/pm
6. Types of Alcohol to be served: wine, beer, liquor
7. Will security be present: YES NO _____ If yes, who will provide security: Javier Iniguez (off duty cop)

FOR OFFICE USE ONLY

Board Approval: YES _____ NO _____ DATE _____

Date Renter Notified: _____

Employee: _____

City of Southaven

At The Top of Mississippi



Park Facility Rental Application

Reservation Request

Facility Name: Healing Hearts Child Advocacy Center

Date of Request: July 23, 2025

Time of Event: From 6:00 am/pm to 9:00 am/pm

Estimated Attendance: 200

Purpose of Event: Raising money for Healing Hearts Child Advocacy Center

Will alcohol be served: YES NO (If yes, please fill out Alcohol Request Form). *Alcohol consumption must be approved the Board of Aldermen

Contact Information

Name of Person/Organization: Misty Gray - Healing Hearts

Is your organization non profit? YES NO *For profit events must be approved by the Board of Aldermen

Contact Name: Misty Gray

Address: 5127 Actwell RD Suite B3

City: Southaven State: MS Zip: 38672

Primary Phone Number: 662-349-1555 ext 101

Secondary Phone Number: cell - 901-590-6160

Email Address: misty @healinghearts cac .org

Acknowledgements and Signature

I agree to abide by the applicable policies and procedures for the facility that I intend to rent. I will accept responsibility for any damages or cleaning costs associated with my group. I understand that I will forfeit my deposit if I violate any of the rental policies or procedures that I have been given a copy of.

*No alcohol is allowed on premises without prior Board of Aldermen approval. Violation of this will result in loss of deposit.

*No smoking is allowed in any building. Violation of this will result in loss of deposit.

* No use of candles in any building. Violation of this will result in loss of deposit.

*No one under the age of 21 year can rent any facility.

I have read and agree to the terms of use. I have also been given a copy of the policy for use of City of Southaven owned buildings and agree to abide by and be bound by this policy.

Name: Mindy Gray Date: 7/23/25

FOR OFFICE USE ONLY

Rental Fee: _____ Date Paid: _____

Rental Deposit: _____ Date Paid: _____

Key Number: _____ Date Received: _____ Date Returned: _____

Today's Date: _____ Employee: _____

**POLICY OF CITY OF SOUTHAVEN BOARD OF ALDERMAN
FOR USE OF CITY OWNED FACILITIES**

1. The City of Southaven Board of Alderman adopted this policy to govern the use of public facilities owned, leased, or otherwise occupied exclusively or managed by City, by individuals and groups, wishing to use such facilities. However, due to the restraints imposed upon City of Southaven for the orderly administration of its functions and due to the limited availability of City facilities for public use, such public use of City owned facilities will be limited to the reasonable time, place and use restrictions set forth herein.

2. The City of Southaven Mayor, City of Southaven Parks Department and City Administrator shall be responsible for implementing this policy.

3. This policy shall not be applicable to the following: the private offices and work space of City employees, City officials, and City officers which may be located within City facilities. So as to protect the integrity, convenience and administration of City activities, such areas of the City facilities are not to be permitted for private use at any time.

4. The restrictions, procedures and permitting required of this policy shall not be applicable to the following:

- A. City agencies or departments, or committees formed by the City or by any of its officers, agents or employees for the purposes of carrying out the City's work;
- B. Groups or individuals invited by the City to meet on City property for purposes associated with the governance of City of Southaven;
- C. City of Southaven entities using City facilities for the purposes of public hearings, meetings with constituents and for the execution of government programs.
- D. Charitable Entities or School Sponsored Activities or Events which receive Board approval.

5. Permission Required:

A. Permission is required to be received from the City before City facilities may be used by any persons in accordance with this policy. The City of Southaven shall have the authority to grant or deny exceptions to this policy, which exceptions are permitted by the laws of the State of Mississippi and the United States of America, and to grant or deny permission for use of City facilities if this policy does not address the requested use.

B. Application for permission for use of City facilities must be made to the City of Southaven City Clerk's Office, 8710 Northwest Drive, Southaven, MS, 38671 or the City of Southaven Parks Department. The City of Southaven City Clerk or City of Southaven Parks Department shall supply and provide to applicants the appropriate forms for making a request for the use of City facilities. At a minimum, all applications must state the name and address of the applicant; the date, the time and the site requested for usage; the expected length of the use; the set up and equipment required for the usage; the nature and purpose of the usage; and the number of people expected to attend the proposed

activity. The City of Southaven City Clerk or City of Southaven Parks Department may require such additional information which is deemed necessary and appropriate.

C. All applicants shall agree to accept responsibility for any damages caused by the usage to the facilities and all costs of clean-up of the facilities after the usage is completed.

D. All applications for use of City facilities must be made not less than two (2) weeks before the proposed use. Any application not expressly accepted or rejected by the City of Southaven within two (2) weeks of the date the application is submitted, or within forty-eight (48) hours of the time of the scheduled use, whichever is later, shall be deemed rejected and use of the facility shall not be permitted. Permission for use will be granted on a first come first serve basis.

E. A fee and deposit shall be charged for the use of City facilities as set forth in Exhibit

A. If any provision of this policy is violated, the user of the facility shall forfeit the deposit provided to the City as set forth in Exhibit A. The City shall have no obligation to provide an accounting to the user for any deposit forfeited due to the user's violation of the policy.

6. Limitation on Use:

A. No group permitted by this policy to use City facilities will be granted permission to use City facilities more frequently than twelve (12) times in any one calendar year unless otherwise specifically approved by the City of Southaven Board of Alderman.

B. City facilities may not be used for any commercial purposes or private fund raisers unless expressly approved in writing by the Board of Aldermen. No one granted permission to use City of Southaven facilities pursuant to this policy may charge any admission fees, conduct any public sales, take up any collections of money, or conduct any fund raising, unless expressly authorized in writing by the Board of Alderman. For the purposes of this section, charitable purposes shall include, but not be limited to, fund raising activities for public service entities such as, but not limited to: fire protection districts, volunteer fire departments and emergency medical service providers. Notwithstanding the foregoing, with approval of the Board of Alderman, persons using City of Southaven facilities may have vendors present provided all monies collected by the vendors are solely for the vendors and are not paid to the person making use of the City facilities.

7. Facilities Available:

A. Any permission for use of City facilities is limited to those rooms, buildings, lands or other locations specifically identified by the City of Southaven in response to an application submitted pursuant to this policy. Once permission is granted for use of a City of Southaven facility, such permission shall not be deemed to extend to any other group or individual other than the applicant, nor to any other room, buildings, lands or City facility, except as identified in the approval for use granted by the City of Southaven, and any restrooms, stairwells and entrance ways which must be traversed to gain access to the facility approved for usage.

B. Notwithstanding the grant of permission for use of City facilities, no activities will infringe upon the ability of staff, officers and other City of Southaven entities and organizations to access the facility permitted for use.

C. No signs will be permitted for posting on the City facility for use in advertising the authorized meeting absent written approval by the City of Southaven's Board of Alderman. If the use of advertising signage is approved, all signs will be limited to the design and size approved by the City and be limited to showing the name of the group approved for the use of the City facility. All signs that are placed on or within the City of Southaven facility must be in place no sooner than two (2) hours prior to the scheduled start of the meeting and must be removed immediately upon the conclusion of the meeting. No other signs, emblems, or symbols may be erected on the City facilities by any group or individual.

D. The availability of the Snowden House shall be subject to the Agreement between the City and Green Machine.

8. Revocation of Use:

A. Any permission granted for use of any City facility pursuant to this policy may be revoked up to twenty-four (24) hours prior to the scheduled start of the event when required to allow for the usage of City facility by any City of Southaven agencies, departments or committees for the purpose of carrying out the City's work.

B. No use of any City facility will be permitted which inhibits the regular uninterrupted use of any City facility by the City or those identified under paragraph (4) entitled "Exemptions."

C. The City of Southaven may deny the use of any City facility to any group, person or entity which has, at any time prior to any requested use, been responsible for, or caused any damages to City property through or because of any acts of vandalism, violence, rowdiness, failure to clean up facilities after prior usage, whether such damage had been caused by group, individual, any member(s) of the group or any invitees of the group.

D. Any permission granted under this policy for the use of City facilities may be withdrawn by the City of Southaven in the event the City government is closed because of inclement weather or other declared emergency.

9. Liability:

Any group using any City facility pursuant to this policy shall release and indemnify the City from any and all liability for negligence for any damages caused to the user, or its property, during the time of the use. Further, such applicant using City facilities shall guarantee and hold the City harmless from any liability to third parties for injury caused by the group or any persons or groups invited to attend the meeting or session conducted by the group on or within City facilities. The applicant shall be liable to City of Southaven for any and all damages to City property or injuries to City employees, officers or agents which may be caused by the applicant or any of the applicant's officers, agents, employees, persons attending the applicant's event or applicant's invitees, whether or not such damage is the result of negligence, intentional acts or accident. Applicant agrees to sign all other documents which effectuate the purpose of this Paragraph 9.

10. Use Requirements and Restrictions:

A. The person who has been granted permission to use City facilities is responsible for setting up the City facility as required for its intended usage, and for providing any required chairs, supplemental items such as easels, bulletin boards and other equipment. The user shall be responsible for returning any City of Southaven furniture or fixtures found on or within the City facility so used to its original configuration and condition after the conclusion of the meeting or other usage. The use of any electrical equipment of City of Southaven shall be subject to the approval of the City of Southaven.

B. The authorized user shall be responsible for clean-up of the facility following the conclusion of the permitted usage of the City of Southaven facility. All trash must be removed from the premises at the user's expense. Any custodial service required as a result of the number of persons attending the user's event must be provided for and paid for by the user. Any actual costs incurred by City of Southaven to clean up the City facilities as result of the user's failure to do so, shall be charged to the user and the user accepts the responsibility to reimburse City of Southaven for all such costs and expenses.

C. No alcoholic beverages shall be served upon, consumed upon or brought on to City facilities without the prior expressed written consent of the City of Southaven Board of Alderman. Further, smoking is prohibited in all City buildings at all times. All persons are forbidden from bringing onto City facilities any weapons, reproductions of weapons, and any item capable of being conceived as a weapon, except for those carried by official law enforcement officers while on duty. Any exceptions to this exclusion must be obtained from the City of Southaven Board of Alderman. Any violation of this paragraph shall result in automatic and immediate expulsion from the City's facilities and the user shall not be entitled to any refund for rent resulting from the loss of the time for use of the facility for violating this paragraph. In addition, user shall automatically forfeit its deposit for violation of this paragraph.

D. The authorized user shall be responsible for providing any security which the City feels is required. If user does provide security or is required to provide security, user shall provide the names of the personnel providing security to the Chief of Police for approval by the City. The City of Southaven may provide or require any additional security which it deems is necessary and appropriate for its own purposes for protecting City facilities. If alcohol is approved by the City Board, security shall be required subject to the City's Police Chief's approval.

E. No events, functions or activities occurring on City facilities may violate City, State or Federal laws, ordinances or regulations.

F. Users shall refrain from any use of City facilities which is reasonably likely to be found offensive to the public or to owners or users of adjoining premises or which would be deemed to create nuisance or is likely to damage the City facilities.

G. User shall vacate the leased premises by 11:59 p.m. of the day for the rental unless an exception is granted by the City Board.

11. Equal Access:

A. This policy shall apply to all groups and individuals applying for use of City facilities for the purposes permitted herein. No group or individual shall be excluded from equal access to City facilities because of or as a result of race, sex, religious or political persuasions, the content of permissible speech intended on or within the City facility, or because of the political aims expressed by the user or any of the user's members.

B. This policy shall not be implemented in such a way as to impose a restriction on expressive content of the speech permitted herein.

C. Any authorization for use of City facilities permitted in accordance with this policy shall not be considered as an endorsement or approval by City of Southaven of the activity, user or any other organization or the purposes they represent.

12. Miscellaneous:

A. If any provision of this policy is ruled illegal, unconstitutional or otherwise unenforceable by a Court of competent jurisdictions, the remaining provisions shall continue in full force and effect.

B. Any other Orders or directives of the City of Southaven, Mississippi, which are conflicting or inconsistent with this policy are hereby repealed to the extent of any inconsistencies or conflicts.

C. User may be required to execute a lease in addition to the acknowledgement of this policy.

D. Application for Facilities must be made within 12 months of the date requested. There shall be no future year obligations.

E. The Parks Department shall have the discretion to manage the set up and break down days or time period for each event.

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I acknowledge and accept the terms of this agreement for use of City property. I accept responsibility for damage to City property and understand that I may be billed additionally for the cost to repair any damage that may occur during the event. The event for which I will use City property is as follows:

Date Time Place -

Building -

Name & Address Describe Event

Healing Hearts Child Advocacy Center

Catfish & Khakis - Dinner, live band, Auction, and socializing. All proceeds to go HHCAC. There will be a follow up Alcohol. Tent outside to sit 200 people. Auction inside Snowden.

Signature of Responsible Party/s

Misty Cray

Print Name

Misty Cray

Address

5027 Getwell Rd. Suite B3, Southaven

Phone #

662-549-1555 ext 101

EXHIBIT A

	Deposit	Rent
Greenbrook Lake Pavilion	\$150.00	\$300.00 per day
Tennis Center	\$375.00	\$750.00 per day
Southaven Arena	\$1,250.00	\$2,500.00 per day
Snowden House	\$625.00	\$1,250.00 per day
Snowden Pavilion	\$125.00	\$250.00 per day

**Pursuant to Mississippi Code 21-17-1(3)(b)(ii) and Mississippi Code Section 21-19-65 and based on a Board Resolution, a Non-Profit Civic or Eleemosynary Corporations existing under the laws of Mississippi and granted tax exempt status by the Internal Revenue Service may pay 50% of the rental rate as set forth in this Exhibit A and shall not be required to provide a deposit.

***Pursuant to Mississippi Code 21-17-1(3)(b)(ii) and Mississippi Code Section 21-19-65 and based on a Board Resolution, a Non-Profit Civic or Eleemosynary Corporations existing under the laws of Mississippi, located in Southaven, Mississippi or such entity hosting an event for the benefit of Southaven charity and granted tax exempt status by the Internal Revenue Service may receive a donation of the rental facilities as set forth in this Exhibit A and shall not be required to provide a deposit.

****Pursuant to Mississippi Code 21-19-44, City of Southaven development organizations and designated Main Street programs and based on Board Resolution may receive a donation of the rental facilities as set forth in this Exhibit A and shall not be required to provide a deposit.

*****Nothing in this Policy shall prohibit the Board from granting variances via a Board vote and entry in the minutes.



CITY OF SOUTHAVEN

Policy: Employee Educational Reimbursement

Adopted: July 15, 2017, August 5, 2025

Revised:

Mississippi Statute:

General Statement of Policy

The City of Southaven encourages its employees to receive as much formal education as possible. To this end, the City may provide tuition assistance for work/job related coursework only. The City shall not offer reimbursement for coursework that is not directly related to the day-to-day job duties of the employee seeking such assistance/reimbursement.

To be eligible for tuition reimbursement, an employee must earn a minimum of a 3.0 grade point average (GPA) in all coursework. The employee must attach a copy of their official grade report and a detailed explanation of the coursework taken prior to receiving any reimbursement. Such requests must be approved by the appropriate department head, the Director of Human Resources and the Mayor prior to becoming effective. If approved, the City shall assist the employee for Mississippi In-State tuition, fees and required book costs. The City shall not reimburse the employee for fines or basic supplies associated with their continuing education. Any and all reimbursement/assistance is contingent upon the availability of departmental budgetary funds and such reimbursement request may be denied as such. Nothing in this policy shall be deemed to constitute a continual reimbursement/assistance program. The City reserves the right to amend or otherwise revoke this policy with or without notice pending available funding. Employees receiving or are otherwise eligible to receive outside educational assistance (i.e. Pell Grants, scholarships, etc.) shall not be eligible to receive City funded educational assistance.



State of Mississippi
State and Local Cybersecurity Grant Program
Memorandum of Understanding/Consent Form
Batch 2



I, _____ (Printed Name), the duly appointed authorized agency on behalf of the _____ (“Local Governmental Entity”), located at _____ (Physical Address) hereby

expressly consent to the State of Mississippi’s State Administrative Agency (SAA), namely the Mississippi Office of Homeland Security (MOHS), undertaking the following acts in accordance with the State and Local Cybersecurity Grant Program (SLCGP) for Fiscal Years (FY) 2022-2024, Funding Opportunity: EMW-2022-CY-00005-SO1; EMW-2023-CY-00002-SO1; EMW-2024-CY-0509 and subsequent grant awards, as authorized by Section 2220A of the Homeland Security Act of 2022, as amended (Pub. L. No. 107-296) (6 U.S.C. §665g):

1. Retain **\$2,989,537.80** in SLCGP funds for FY2022-FY2024 at the State Level, as Management and Administration Costs, as well as SLCGP Operations Costs. Funds are in alignment and compliance with Federal allowances.
2. Utilize **\$11,958,151.20** in SLCGP funds for FY2022-FY2024 and subsequent grant awards as follows:
 - a. **98.75%** for Asset Management Systems; Cybersecurity Assessments and Cybersecurity Sub-Grants for local and rural entities. Assessments will provide an overall assessment of Mississippi cybersecurity structure, gaps, vulnerabilities, and capabilities.
 - b. **1.25%** for cybersecurity training for local and rural entities, to include training sessions, cybersecurity exercises and training software programs.

This consent is given to be in the best interest of the Local Government Entity and is provided without duress or fear of reprisal. This consent is only effective for FY2022-FY2024 and subsequent grant awards for SLCGP federal funds.

Signed, on _____ (day), _____ (month) _____ (year),

in _____ County, Mississippi.

 (Signature)

 (Printed Name)

 (Title)



Increase your network security with an Attack Surface Management platform!

Imagine having an invisible security guard constantly checking your public facing assets, looking for weaknesses and potential threats. That's what an Attack Surface Management Platform (ASM) does for your organization!

Increase your protection from cyberattacks with peace of mind:

- **Find hidden vulnerabilities:** ASM scans all your external connections, even those you might have forgotten, uncovering unpatched and internet facing operating systems, open ports, and database weaknesses before attackers can exploit them.
- **Reduce the risk of breaches:** By continuously monitoring your external network, ASM helps you stay ahead of potential threats, so you can address them before they can cause damage.
- **Simplify security management:** Gives you a clear picture of your overall external security posture and provides actionable recommendations for improvement.

The Mississippi Cyber Unit (MCU) has your back:

- **We provide the ASM platform:** You don't have to worry about setup or maintenance. We'll handle it, from collection setup to ASM operator training.
- **We assist with monitoring:** Our team keeps a watchful eye on your ASM and will notify you promptly of any critical or high-risk issues.
- **We work as your partner:** We're here to answer your questions and help you understand your security posture.

To ensure the best protection, please remember:

- **Keep your antivirus software up to date:** This essential tool helps block common threats.
- **Maintain supported and updated system versions:** Outdated systems are more vulnerable.
- **Install updates promptly:** Do not wait to patch critical security vulnerabilities.
- **Practice good password hygiene:** Avoid sharing credentials and use strong, unique passwords.

By working together with the MCU, you can create a robust cybersecurity defense and protect your organization from harm. Fill out the attached Memorandum of Understanding to get started. Let's keep your network safe!



Mississippi Cyber Unit:
Memorandum of Understanding



This Memorandum of Understanding, (hereafter ("Agreement")), between the _____, (hereafter "Partner Agency"), with offices located at _____ and the Mississippi Cyber Unit, (hereafter "MCU"), a division of the Mississippi Office of Homeland Security, with offices located at 1 Mema Drive, Pearl, MS 39208, an office of the Mississippi Department of Public Safety (hereafter "MDPS"), outlines a cooperative agreement by which MCU will provide an external attack surface management system, (hereafter "ASM"), consisting of all components which will or may be provided by MCU to Partner Agency. The ASM is web-based and only monitors infrastructure accessible to the Internet. The ASM does not require any hardware or software installation by the Partner Agency.

WHEREAS, MCU, in conjunction with its contractors, has undertaken the deployment of an ASM, which provides external vulnerability and risk management incites; and

WHEREAS, MCU has made provisions to provide implementation of, and training for, ASM; and

WHEREAS, Partner Agency desires to utilize the ASM being offered;

NOW, THEREFORE, in consideration of the mutual understandings, promises, consideration, and agreements set forth below, the parties hereto agree as follows:

Period of Performance

This Agreement shall provide for an initial term of one year from the date of the last signature affixed hereto, (hereafter ("Initial Term")).

The Parties agree that this Agreement may be extended for four additional one-year periods, upon execution of a written amendment to the Agreement prior to the expiration of the Agreement.

Termination

Either party may terminate this Agreement for convenience by written ninety-day notice.

Either party may terminate this Agreement for cause immediately by written notice.

Commercial Terms

During the Initial Term or Subsequent Terms, the charge to Partner Agency for use of the ASM system will be zero dollars (\$0.00). Should funding sources or system cost change, MCU reserves the right to negotiate a fee with Partner Agency that will cover the cost, or a portion of the cost, of operating, supporting, and upgrading the ASM.

MCU Responsibilities

MCU agrees to:

1. Monitor ASM and notify Partner Agency within five (5) business days of any issues classified as Critical and within fourteen (14) business days for any issues classified as High. The MCU will notify the Partner Agency of other issues as they are able;
2. Provide system terms and conditions for Partner Agency reference and use;
3. Maintain proper licensing of all applications, software and utilities used to deliver the ASM application suite;



Mississippi Cyber Unit:
Memorandum of Understanding



4. Provide programming, implementation, training, support and ASM helpdesk services for the standard products included within the ASM application suite;
5. Account management for ASM (8am-5pm Monday-Friday);
6. Software support (8am-5pm Monday-Friday) for the ASM application suite – no hardware support will be provided (e.g., workstation, printer, card reader, GPS, network equipment, etc.; these issues/questions will need to be addressed to hardware provider or Partner Agency technology services);
7. Training on ASM Application Suite for Partner Agency personnel (online training or face-to-face on dates and at sites determined by MCU. Local agencies will be responsible for any travel costs incurred for training; and
8. Work with ASM vendor to address any problems with the ASM system.

Partner Agency Responsibilities

Partner Agency agrees to:

1. Notify MCU immediately if a breach of IT security has or may have occurred. Examples would include stolen-laptop, system misuse, hacked or compromised system(s), networks, compromised user/admin accounts, etc.;
2. Properly document remediation efforts on issues discovered by the ASM within the ASM system including accurate notes;
3. Abide by the Mississippi Department of Information Technology Services Enterprise Security Policy, including the prohibition on implementing any form of split-tunneling network protocol while accessing the state network, data or systems, if applicable. If not bound to the Enterprise Security Policy, abide by applicable industry and government standards;
4. Conduct regular cybersecurity assessments;
5. Maintain proper licensing of all Partner Agency software, utilities or applications utilized in association with this agreement;
6. Utilize a current version of Microsoft Windows™ operating system with latest updates installed in a suitable time period (no more than 5 days for emergency updates and within 30 days for routine updates);
7. Utilize anti-virus software at all times with a current license, which includes periodic updates that are automatically installed;
8. Allow MCU or their contractors to use personally identifiable information (PII) and non-personally identifiable information (non-PII) from all generated tickets or forms within the ASM application suite for research and statistical purposes;
9. Allow MCU or their contractors to share personally identifiable information (PII) and non-personally identifiable information (non-PII) from all generated tickets or forms within the ASM application suite on an individual basis (not bulk data), with other law enforcement agencies, including out-of-state law enforcement agencies, as approved by MCU;
10. Provide Partner Agency usernames to the MCU and notify the MCU immediately when personnel changes or dismissals occur (e.g., name, organization, or phone number appearing on tickets);
11. Disallow all users sharing access, logins, or passwords in any form;
12. Partner Agency agrees that, except as noted herein, they will not otherwise copy, translate, modify, adapt, decompile, disassemble, or reverse engineer any of the software provided without the prior written consent of MCU. All title and proprietary rights, whether tangible or intangible, including but not limited to copyright, trademark, and trade secret rights, in and to the software are retained by MCU, licensor or the third-party software manufacturer, as applicable. Partner Agency agrees to reproduce and include all applicable copyright,



Mississippi Cyber Unit:
Memorandum of Understanding



- trademark, and other proprietary rights notices on any copies made of software and documentation provided pursuant to this Agreement;
13. Partner Agency agree to utilize the ASM application suite for their own internal purposes and not disseminate the software or documentation provided pursuant to this Agreement to any third party;
 14. Partner Agency agree to abide by all applicable state and federal privacy and security laws, regulations or policies.

LIABILITY

The parties acknowledge and agree that MCU, as a sub-division of MDPS, a public agency of the State of Mississippi, is protected from liability pursuant to the Mississippi Tort Claims Act. Personnel from each party will be presumed to be acting within the course and scope of their employment in performing duties hereunder. Each party shall be considered to be independent of the other, and neither shall be responsible for the acts or omissions of the other party.

Agreement Modification or Renegotiation

This Agreement may be modified only by written agreement signed by the parties hereto. Any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

Notices

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means, provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier, with signed receipt, to the party to whom the notice should be given at their business address listed herein.

The MCU address for notice is:
 Director, Mississippi Cyber Unit
 Mississippi Office of Homeland Security
 1 Mema Drive
 Pearl, MS 39208
 or successor.

The Partner Agency address for notice is:

or successor.

Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.



Mississippi Cyber Unit:
Memorandum of Understanding



Warranties

MCU provides no warranties to Partner Agency on the acceptability or usefulness of the products or services offered through this Agreement.

Waiver

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

Governing Law

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi.

Severability

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Sovereign Immunity

By entering into this Agreement with Partner Agency, MCU does not in any way waive its sovereign immunities or other defenses as provided by law.

Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or section of this Agreement.

Other Provisions

The Parties agree no other or special provisions are included or contemplated under this Agreement.



Mississippi Cyber Unit:
Memorandum of Understanding



Entire Agreement

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

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

Mississippi Office of Homeland Security _____

By: _____
Authorized Signature

Printed Name: _____

Title: Executive Director

Date: _____

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

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

WHEREAS, the City of Southaven ("City") Fire Department is presently in possession of a 2009 Ford Escape with VIN # 1FMCU03779KB19252 ("Vehicle"); and

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

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

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

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

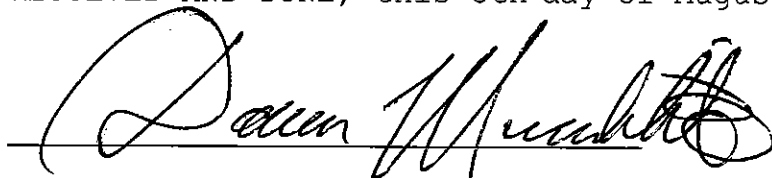
1. The Vehicle be hereby declared as surplus property pursuant to Mississippi Code 17-25-25.
2. The City Fire Chief, or his designee, is hereby authorized and directed to any and all actions to effectuate the intent of this Resolution.

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

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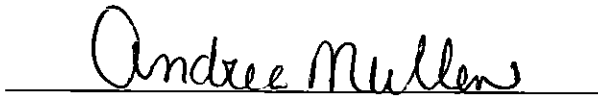
Alderman William Jerome	voted: YES
Alderman Judy Jenkins-Lewis	voted: ABSENT
Alderman Charlie Hoots	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 5th day of August, 2025.



Darren Musselwhite, MAYOR

ATTEST:



CITY CLERK



RESOLUTION FOR ASSESSING UNPAID SANITATION FEES

WHEREAS, the City of Southaven ("City") operates and maintains a garbage and rubbish collection system; and

WHEREAS, the City previously implemented a \$20.00 per month sanitation fee to defray the cost for the operating and maintaining of the garbage and rubbish collection system; and

WHEREAS, despite correspondence requesting that the City residents pay the sanitation fee and providing the residents the opportunity to address the City Board at previous City meetings, the residents listed at the properties on Exhibit A have failed to pay the sanitation fee; and

WHEREAS, the individuals were provided an opportunity for a hearing at the City Board Meetings regarding the delinquent assessments and chose not to attend the hearing; and

WHEREAS, the City desires to collect the sanitation fees from the individuals and in the amount as set forth in Exhibit A; and

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

1. Pursuant to Mississippi Code Section 21-19-2, the City Public Works Director and his staff are authorized to notify the Desoto County Tax Collector of the unpaid fees for those residents as set forth in Exhibit A. Upon receipt of the residents and addresses as set forth in Exhibit A from the City, the Desoto County Tax Collector shall not issue or renew a motor vehicle road and bridge privilege license for the motor vehicle owned by those individuals, unless such fees or charges, in addition to any other taxes or fees assessed against the motor vehicle, are paid.

2. In lieu of filing the assessments with the Desoto County Tax Collector, the City, pursuant to Mississippi Code 21-19-2, may file a lien on the property offered the sanitation service.

3. The Mayor, City Public Works Director and any of their designees are authorized to take any and all action to effectuate the intent of this Resolution.

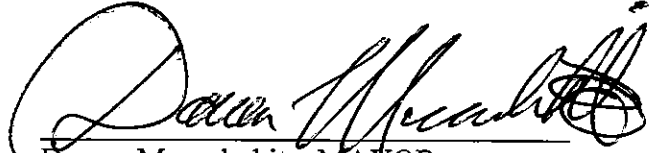
After a full discussion of this matter, ALDERMAN Payne moved that the foregoing Resolution be adopted. The motion was seconded by ALDERMAN Hoots. Upon the question being put to a vote, Members of the Board of Aldermen voted as follows:

Alderman William Jerome	voted: YES
Alderman Judy Jenkins-Lewis	voted: ABSENT
Alderman George Payne	voted: YES

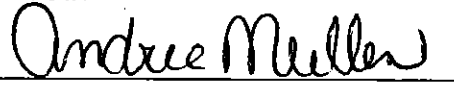
Alderman Joel Gallagher
Alderman John Wheeler
Alderman Raymond Flores
Alderman Charlie Hoots

voted: YES
voted: YES
voted: YES
voted: YES

RESOLVED AND DONE, this 1st day of July 2025.


Darren Musselwhite, MAYOR

ATTEST:


City Clerk



Property Owners/Previous Tenants who live somewhere else in Desoto County other than service address
(got letters to pay by certain date & never did)

SERVICE ADDRESS:	PROPERTY OWNER/ TENANT NAME:	PROP. OWNER/TENANT PERSONAL ADDRESS:	AMOUNT INFORMATION:	ACTION:
1 5424 Gibbons Cove	Joshua Duncan	1766 Whitehead Drive, Southaven	STILL NOT PAID - \$62 (Duncan account)	Car tag hold at both Gibbons Cove & Whitehead addresses
2 5370 Kristy Lane	Kasheena McDonald	861 White Pine Drive, Southaven	STILL NOT PAID - \$62.70 (McDonald account)	Car tag hold at both Kristy Lane & White Pine addresses
3 5624 Lexy Lane	David Bakeris	1771 Epping Forest Drive, Southaven & 6898 Elmore Road, Southaven	STILL NOT PAID - \$150 (Browne account)	Car tag hold at all 3 addresses (Lexy Lane, Epping Forest, and Elmore Road)
4 1201 McDowan Drive	Alicia Robertson	1190 Double Shovel Drive, Hernando	STILL NOT PAID - \$148 (Edwards account)	Car tag hold at both McGowan & Double Shovel addresses
5 5330 Pollard Drive	Kadeja Levenson	8831 Kimberly Dawn Drive, Southaven	STILL NOT PAID - \$162 (Levenson account)	Car tag hold at both Pollard & Kimberly Dawn addresses
6 1142 W.E. Ross Parkway W	Jay Thompson	8145 Rosemont Drive, Olive Branch	STILL NOT PAID - \$161.20 (Stone account)	Car tag hold at both W.E. Ross & Rosemont addresses
7 1084 Willard Drive	Nat Baker	5508 Kentwood Drive, Horn Lake	STILL NOT PAID - \$128 (Baker account)	Car tag hold at both Willard & Kentwood addresses

Customers who got 6/3/25 Letter, to be paid by 7/3/25;
Picked up carts on 7/7/25, Still Not Paid as of 7/31/25

Address:	Resident:	ACTION:
1 5625 Donald Drive	Devin Daniel	Car tag hold
2 783 Grant Drive	Peyton Coker	Car tag hold
3 5368 Kallian Cove	Jessie Wilkins	Car tag hold
4 5481 Kristy Lane	Lauran Morrison	Car tag hold
5 1465 Wilbourne	Cotisha Jordan	Car tag hold

List Current as of 7/31/25

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF SOUTHAVEN AND MICHAEL HATCHER AND
ASSOCIATES, INC.**

RECITALS

WHEREAS, Section 21-17-5 of the Mississippi Code Annotated (1972) gives the governing authorities of the City of Southaven (“CITY”) the care, management and control of the CITY property; and

WHEREAS, Section 69-19-9 of the Mississippi Code Annotated (1972) requires that any person engaging in professional services, including but not limited to “weed control work” shall obtain a license from the Mississippi Department of Agriculture; and

WHEREAS, the CITY desires to maintain the appearance of its property by preventing and eradicating weeds; and

WHEREAS, the CITY desires to maintain the appearances at the CITY Fire Stations;

WHEREAS, effective January 1, the CITY previously contracted with Michael Hatcher and Associates, Inc. (“CONTRACTOR”) to provide certain landscaping and mowing professional services; and

WHEREAS, the CITY desires to amend its contract with CONTRACTOR for the spraying services at the CITY Fire Stations as further described in Exhibit A; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, benefits and obligations set forth in this Agreement, the parties agree to this Amendment and ratify the previous Agreement as follows, to-wit:

SECTION ONE

The January 1, 2025 contract is hereby amended to include the services set forth in Exhibit A for the CITY Fire Stations for an annual amount of \$8,890.00 per year.

SECTION TWO

Except as modified by this Amendment, the January 1st contract shall remain in full force and effect between CITY and CONTRACTOR.

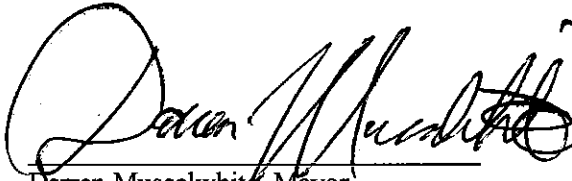
SECTION THREE

This Agreement may be executed in counterparts which when taken together shall constitute an original.

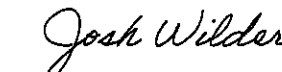
In Witness thereof, the Parties have entered and signed this Agreement after being duly authorized to do so, this the ____ day of August, 2025.

CITY OF SOUTHAVEN, MISSISSIPPI

**MICHAEL HATCHER AND
ASSOCIATES, INC.**



Darren Musselwhite, Mayor

 7/31/2025

Josh Wilder 7/31/2025

EXHIBIT A

91355880.v1
95444157.v1



Michael Hatcher & Associates

Michael Hatcher & Associates
8365 Center Hill Road
Olive Branch, MS 38654

ESTIMATE

Estimate Number 6890
Date 07/30/25
Sales Rep Josh Wilder

Customer Address

City of Southaven
City of Southaven Mississippi
8710 Northwest Dr
Southaven, MS 38671

Property Address

Facilities (Fire Station 1 Flowerbeds only
1940 Stateline Rd
1940 Stateline Rd
Southaven , MS 38107

Lawn Care Quote

Scope of Work:

Treat the turfgrass (5) times per year.

\$220.00/treatment

Round 1 - Late Winter Pre-emergent

Round 2 - Spring Pre-emergent

Round 3 - Late Spring Fertilizer

Round 4 - Late Summer Fertilizer

Round 5 - Fall Pre-emergent

Total: \$1,100.00

Terms & Conditions

terms & conditions

7/30/2025

Josh Wilder
Michael Hatcher & Associates

Date

Client Signature
Facilities (Fire Station 1
Flowerbeds only 1940 Stateline Rd

Date



Michael Hatcher & Associates

Michael Hatcher & Associates
8365 Center Hill Road
Olive Branch, MS 38654

ESTIMATE

Estimate Number 6891
Date 07/18/25
Sales Rep Josh Wilder

Customer Address

City of Southaven
City of Southaven Mississippi
8710 Northwest Dr
Southaven, MS 38671

Property Address

Facilities (Fire Station 2 Flowerbeds only)
7980 Swinnea Rd
7980 Swinnea Rd
Southaven , MS 38671

Lawn Care Quote

Scope of Work:

Treat the turfgrass (5) times per year.

\$403/treatment

Round 1 - Late Winter Pre-emergent

Round 2 - Spring Pre-emergent

Round 3 - Late Spring Fertilizer

Round 4 - Late Summer Fertilizer

Round 5 - Fall Pre-emergent

Total: \$2,015.00

Terms & Conditions

terms & conditions

7/18/2025

Josh Wilder
Michael Hatcher & Associates

Date

Client Signature
Facilities (Fire Station 2
Flowerbeds only 7980 Swinnea
Rd)

Date



Michael Hatcher & Associates

Michael Hatcher & Associates
8365 Center Hill Road
Olive Branch, MS 38654

ESTIMATE

Estimate Number 6892
Date 07/30/25
Sales Rep Josh Wilder

Customer Address

City of Southaven
City of Southaven Mississippi
8710 Northwest Dr
Southaven, MS 38671

Property Address

Facilities (Fire Station 3 Flowerbed Only)
6050 Elmore Rd
6050 Elmore Rd
Southaven , MS 38671

Lawn Care Quote

Scope of Work:

Treat the turfgrass (5) times per year.

\$568.00/treatment

Round 1 - Late Winter Pre-emergent

Round 2 - Spring Pre-emergent

Round 3 - Late Spring Fertilizer

Round 4 - Late Summer Fertilizer

Round 5 - Fall Pre-emergent

Total: \$2,840.00

Terms & Conditions

terms & conditions

7/30/2025

Josh Wilder
Michael Hatcher & Associates

Date

Client Signature
Facilities (Fire Station 3 Flowerbed
Only 6050 Elmore Rd

Date



Michael Hatcher & Associates

Michael Hatcher & Associates
8365 Center Hill Road
Olive Branch, MS 38654

ESTIMATE

Estimate Number 6893
Date 07/18/25
Sales Rep Josh Wilder

Customer Address

City of Southaven
City of Southaven Mississippi
8710 Northwest Dr
Southaven, MS 38671

Property Address

Facilities (Fire Station 4 Flowerbeds ONLY)
6450 Getwell Road
Southaven, MS 38671

Lawn Care Quote

Scope of Work:

Treat the turfgrass (5) times per year.

\$333.00/treatment

Round 1 - Late Winter Pre-emergent

Round 2 - Spring Pre-emergent

Round 3 - Late Spring Fertilizer

Round 4 - Late Summer Fertilizer

Round 5 - Fall Pre-emergent

Total: \$1,665.00

Terms & Conditions

terms & conditions

7/18/2025

Josh Wilder
Michael Hatcher & Associates

Date

Client Signature
Facilities (Fire Station 4
Flowerbeds ONLY)

Date



Michael Hatcher & Associates

Michael Hatcher & Associates
8365 Center Hill Road
Olive Branch, MS 38654

ESTIMATE

Estimate Number 6894
Date 07/18/25
Sales Rep Josh Wilder

Customer Address

City of Southaven
City of Southaven Mississippi
8710 Northwest Dr
Southaven, MS 38671

Property Address

Facilities (Fire Station 5 Flower Beds ONLY)
Star Landing West of Getwell
Southaven, MS 38671

Lawn Care Quote

Scope of Work:

Treat the turfgrass (5) times per year.

\$254.00/treatment

Round 1 - Late Winter Pre-emergent

Round 2 - Spring Pre-emergent

Round 3 - Late Spring Fertilizer

Round 4 - Late Summer Fertilizer

Round 5 - Fall Pre-emergent

Total: \$1,270.00

Terms & Conditions

terms & conditions

7/18/2025

Josh Wilder
Michael Hatcher & Associates

Date

Client Signature
Facilities (Fire Station 5 Flower
Beds ONLY)

Date

**AFFILIATION AGREEMENT FOR CLINICAL EDUCATION OF
DESOTO COUNTY CAREER AND TECHNOLOGY CENTER WEST
HEALTH SCIENCE II STUDENTS**

This agreement, made and entered this 21st day of August 2025, by and between Southaven EMS, (hereinafter referred to as "Clinical Site" and DeSoto County Career & Technology Center West (hereinafter referred to as "School" or "the School") by and through their duly authorized administrators, hereby mutually and formally agree with each other to the following:

WHEREAS, the Clinical Site provides capability for learning experiences and recognizes the professional responsibility of assisting in the teaching of School students and is interested in providing assistance to the school in its curricula, and

WHEREAS, the School and the Clinical Site mutually desire to promote excellence in the provisions of professional service, education and research, and to contribute to the professional growth and competence of students enrolled in the school Health Science program.

NOW, THEREFORE, in consideration of the mutual promises and covenant hereinafter set forth, it is mutually understood and agreed by the parties hereto, as follows:

1. TERM AND TERMINATION.

- (a) This Agreement shall commence on the date of the signing of this Agreement and shall remain in force for a period of two years, being the end of the 26/27 school year.

2. MUTUAL RESPONSIBILITIES.

- (a) The parties shall mutually determine the days and hours students are allowed to participate in clinical experience.
- (b) The parties shall mutually determine how supervision and instruction shall be provided for students during clinical experiences.
- (c) School shall designate for participation in clinical experience only qualified students and provide Clinical Site with a list of the students so selected.
- (d) Clinical Site will provide students with information regarding the policies, rules and regulations of Clinical Site and for advising students of their responsibilities to abide by such policies, rules and regulations while assigned to the Clinical Site.
- (e) If required, students will provide Clinical Site with proof of immunity.

(f) If agreed upon by the parties, Clinical Site shall provide a suitably qualified individual to serve as preceptor for School's students during clinical experience opportunities.

(g) Students will assume the responsibility for providing transportation to and from the Clinical Site during periods of clinical education affiliation.

3. PATIENT CARE.

(a) Clinical Site shall retain complete responsibility for assuring adequate numbers of regularly employed staff to maintain patient care. Students will not be expected to nor be allowed to perform services in lieu of staff employees.

4. INDEMNIFICATION.

(a) Neither party shall be responsible for personal injury or property damage or loss, except that resulting from its own negligence or the negligence of those within its control.

5. HIPAA.

(a) Current federal law, specifically Sections 1173 and 1175 of the Social Security Act (the Health Insurance Portability and Accountability Act of 1996) and 45 CFR Parts 160 and 164 arising from that act and commonly referenced as the "Security Standards for the Protection of Electronic Protected Health Information" and the "Standards for Privacy of Individual Identifiable Health Information" (hereinafter referred to as "HIPAA"), establish enforceable privacy regulations governing the use and disclosure of certain individually identifiable health information. If it is required as part of Clinical Site's HIPAA compliance program, School's students will attend Clinical Site's orientation program that discusses confidentiality of patient information. School's students must abide by all of Clinical Site's policies and procedures relating to patient privacy.

(b) If School's students are allowed access to protected health information that is electronically maintained or stored, the students will be required to sign confidentiality agreements outlining their responsibilities with respect to accessing electronic protected health information, including the strict obligation to protect the unique sign-on and password.

(c) Should School or School's faculty member(s) obtain Protected Health Information, School agrees to refrain from using or disclosing such Protected Health Information other than as permitted by this Agreement or as required by law and require its faculty member(s) to do the same. This shall include holding Protected Health Information in strict confidence and not discussing, transmitting, or disclosing such Protected Health Information for any purposes other than as permitted by this Agreement and only after securing either proper authorization or consent as required by law, if such authorization or consent is necessary. School further agrees not to use or disclose Protected Health Information that would violate HIPAA

regulations if School were a covered entity, even if the information was placed into school's possession through authorized means.

6. GENERAL PROVISIONS.

- (a) The parties agree that no student in the clinical education program will be deemed to be an employee of the Clinical Site, nor will the Clinical Site or School be liable for the payment of any wage, salary, or compensation of any kind for services provided by the student. Further, no student will be covered under the Clinical Sites' worker's compensation, social security or unemployment compensation programs. In no event will Student receive any compensation for services provided by Student.
- (b) The law of the State of Mississippi, Federal laws and the DeSoto County Schools Board Policy, without reference to the principles of conflict of law or choice of law, shall govern this Agreement in all respects, including its construction and enforcement.
- (c) This Agreement constitutes the entire agreement between the parties and may not be modified or amended except by a written agreement, duly signed by both parties hereto, and attached hereto as an as addendum.
- (d) If any portion, provision, or other part of this Agreement is held, determined, or adjudicated to be invalid, unenforceable or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and warrant that they are officially authorized to so execute for their respective parties to the Agreement.

CLINICAL SITE

DESOTO COUNTY CAREER & TECHNOLOGY
CENTER WEST

BY: _____

BY: _____

Printed name: _____

Printed: _____

Title: _____

Title: _____

RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

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

CONDEMNATION ADDRESS

2166 Greencliff Dr.

1937 Merrimac Cove

2848 Pinnacle Dr.

Parcel # 107419240 0000400

1901 Coral Hills Dr.

9176 Preakness Dr.

1845 Pecan Ridge N

5707 Antler Trail Dr.

5465 Pear Dr.

Parcel # 208111100 0000200

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

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on Tuesday, **August 5, 2025** by United States mail and by posting said notice, to determine whether or not the said parcel of land were in such a state of uncleanness as to be a menace to the public health and safety of the community.

WHEREAS, none of the owners of the above-described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on Tuesday, **August 5, 2025**, to voice objection or to offer a defense.

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

CONDEMNATION ADDRESS

2166 Greycliff Dr.

1937 Merrimac Cove

2848 Pinnacle Dr.

Parcel # 107419240 0000400

1901 Coral Hills Dr.

9176 Preakness Dr.

1845 Pecan Ridge N

5707 Antler Trail Dr.

5465 Pear Dr.

Parcel # 208111100 0000200

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

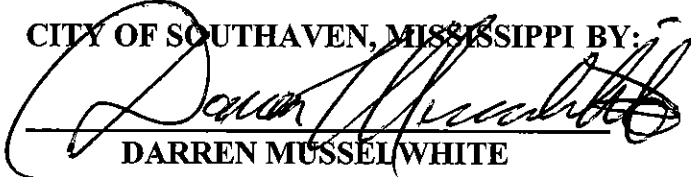
BE IT FURTHER RESOLVED that the City of Southaven shall, if the owners or the above-described parcel of land do not do so themselves, immediately proceed to clean the respective parcel of land, by the use of municipal employees or by contract, by cutting weeds and grass and removing rubbish and other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

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

ALDERMAN	VOTED
Alderman George Payne	YES
Alderman Judy Jenkins-Lewis	ABSENT
Alderman Charlie Hoots	YES
Alderman William Jerome	YES
Alderman Joel Gallagher	YES
Alderman John David Wheeler	YES
Alderman Raymond Flores	YES

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the 5th day of August, 2025

CITY OF SOUTHAVEN, MISSISSIPPI BY:



DARREN MUSSELWHITE
MAYOR

ATTEST:



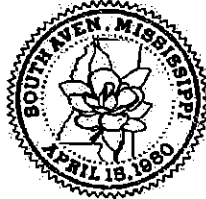
ANDREA MULLEN
(SEAL)



CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Code Enforcement Office



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

www.southaven.org

July 21, 2025

American Homes 4 Rent Prop 7 LLC
2166 Greycliff Dr
Southaven, Ms 38672

RE: Municipal Code Violations at 2166 Greycliff Dr

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

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on **8/5/2025** pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

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

Sincerely,

Code Enforcement Office
Municipal Code Office
City of Southaven

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

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

Network: Jul 21, 2025 at 10:24:28 AM CDT
Local: Jul 21, 2025 at 10:24:28 AM CDT
2166 Greencliff Dr

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Network: Jul 21, 2025 at 10:25:03 AM CDT

Local: Jul 21, 2025 at 10:25:03 AM CDT

2166 Greencliff Dr



Network: Jul 21, 2025 at 10:23:07 AM CDT
Local: Jul 21, 2025 at 10:23:07 AM CDT
2166 Greencliff Dr



700

we have
Please
Smart

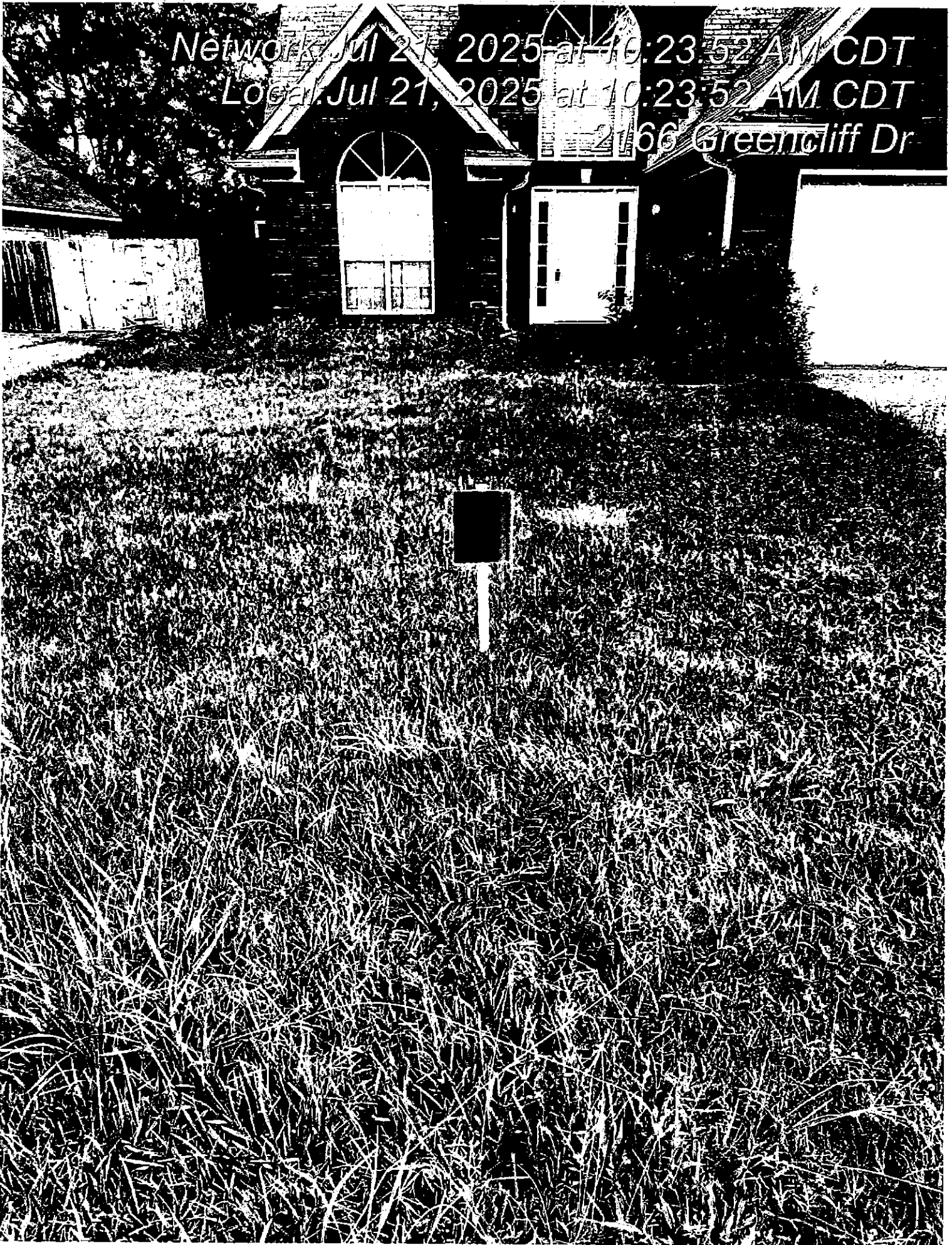
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Network Jul 21, 2025 at 10:23:52 AM CDT
Local Jul 21, 2025 at 10:23:52 AM CDT
2166 Greengliff Dr



CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Code Enforcement Office



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

www.southaven.org

July 21, 2025

SMALL KEELAN
1937 MERRIMAC CV
Southaven, MS 38671

RE: Municipal Code Violations at 1937 MERRIMAC CV

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

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on **8/5/2025** pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

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

Sincerely,

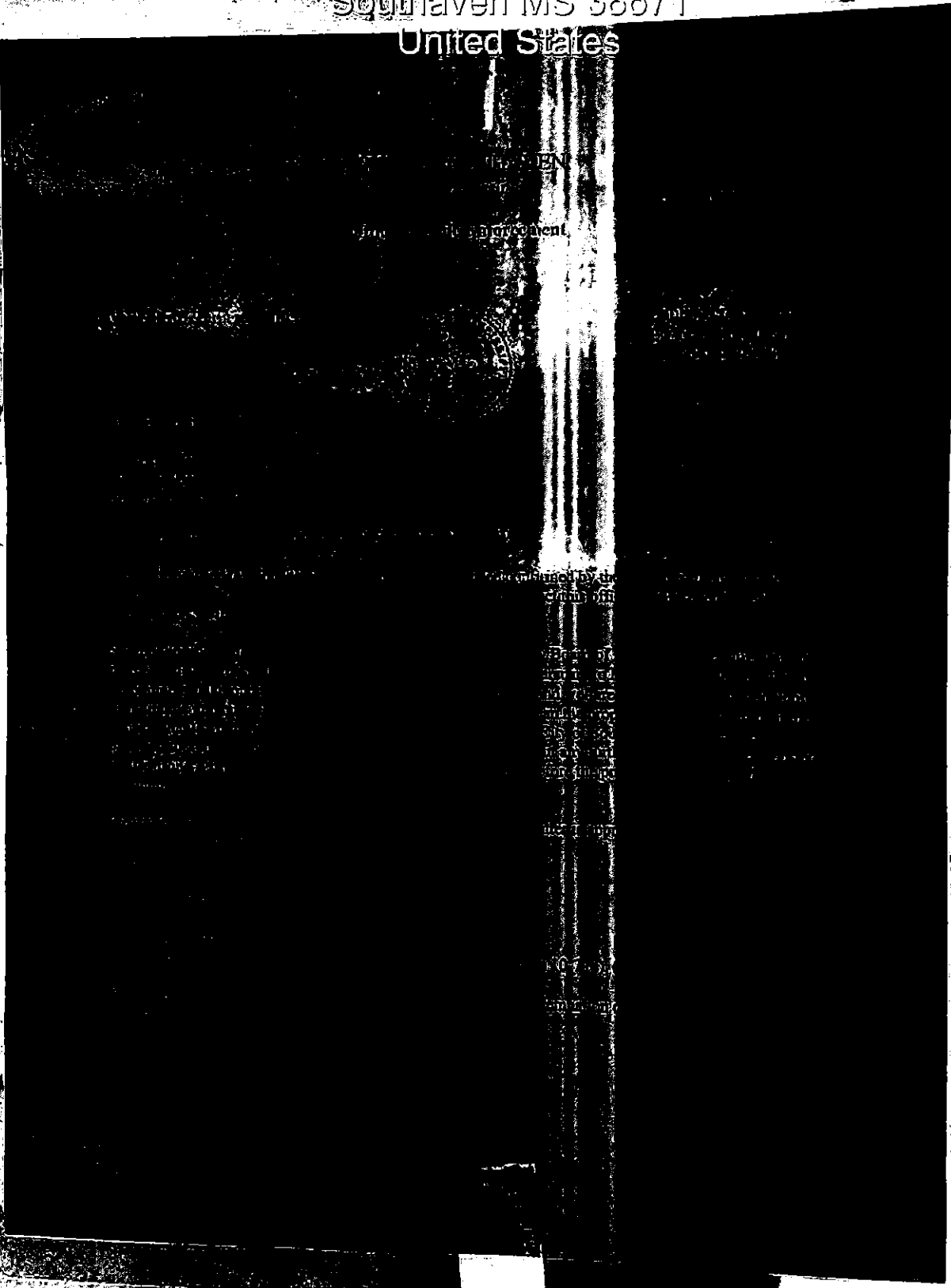
Code Enforcement Office
Municipal Code Office
City of Southaven

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

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

Jul 21, 2025 at 11:03:17 AM
34.971354° N, 90.024207° W
1937 Merrimac Cove
Southaven MS 38671
United States

UNITED STATES
POSTAGE
PAID
SOUTHAVEN, MISSISSIPPI



Postage and Fees Paid
No. 123456789
Post Office
Southaven, MS 38671

Jul 21, 2025 at 11:02:36 AM

34° 97' 459" N 90° 024' 227" W

1938 Mermaid Cove

Southaven, MS 38671

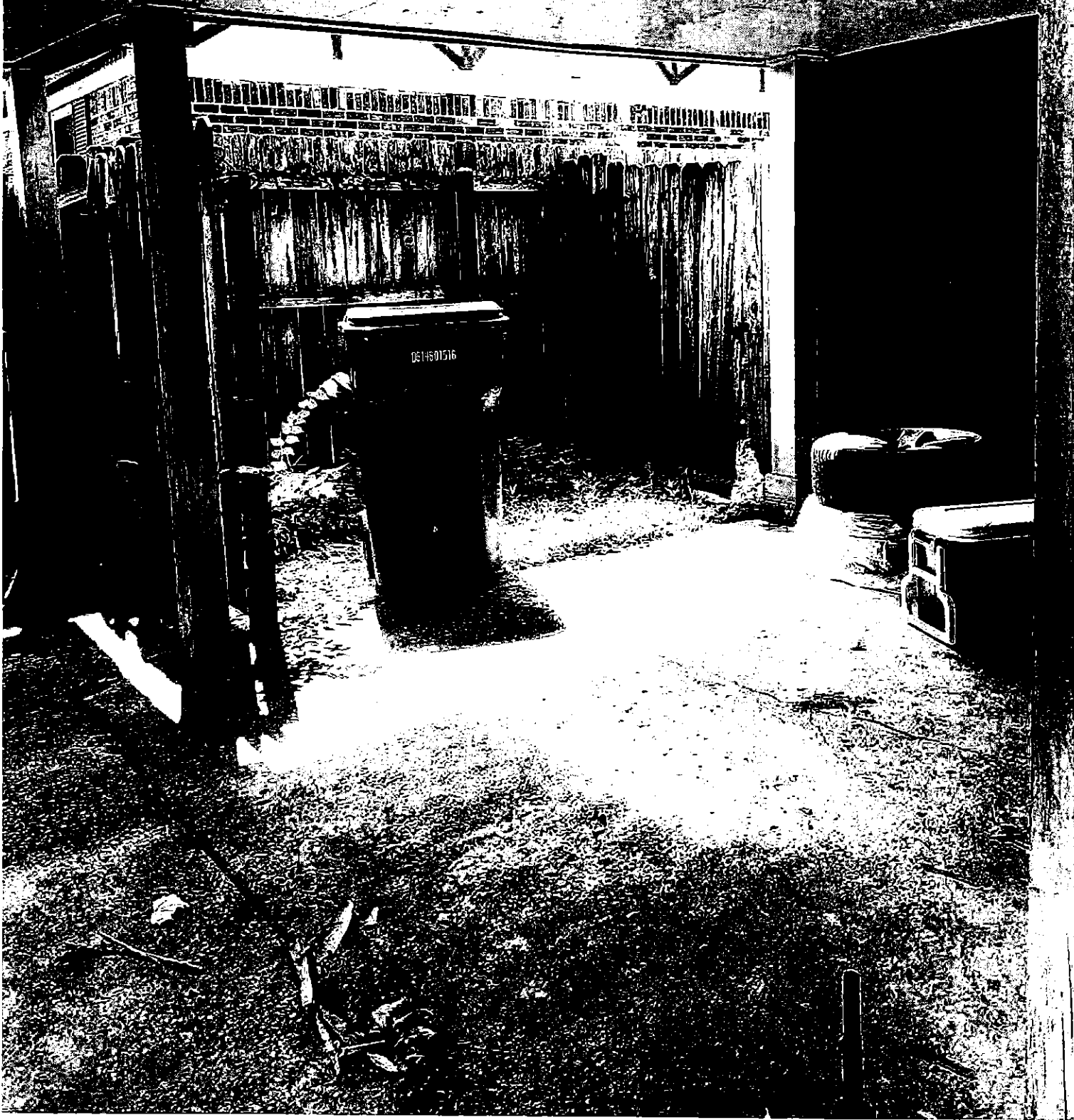
United States



Jul 21, 2025 at 11:02:39 AM
34.971459° N, 90.024227° W
1938 Merrimac Cove
Southaven, MS 38671
United States



Jul 21, 2025 at 11:02:59 AM
34° 97' 13.54" N 90° 02' 42.07" W
1937 Merrimac Cove
Southaven MS 38671
United States



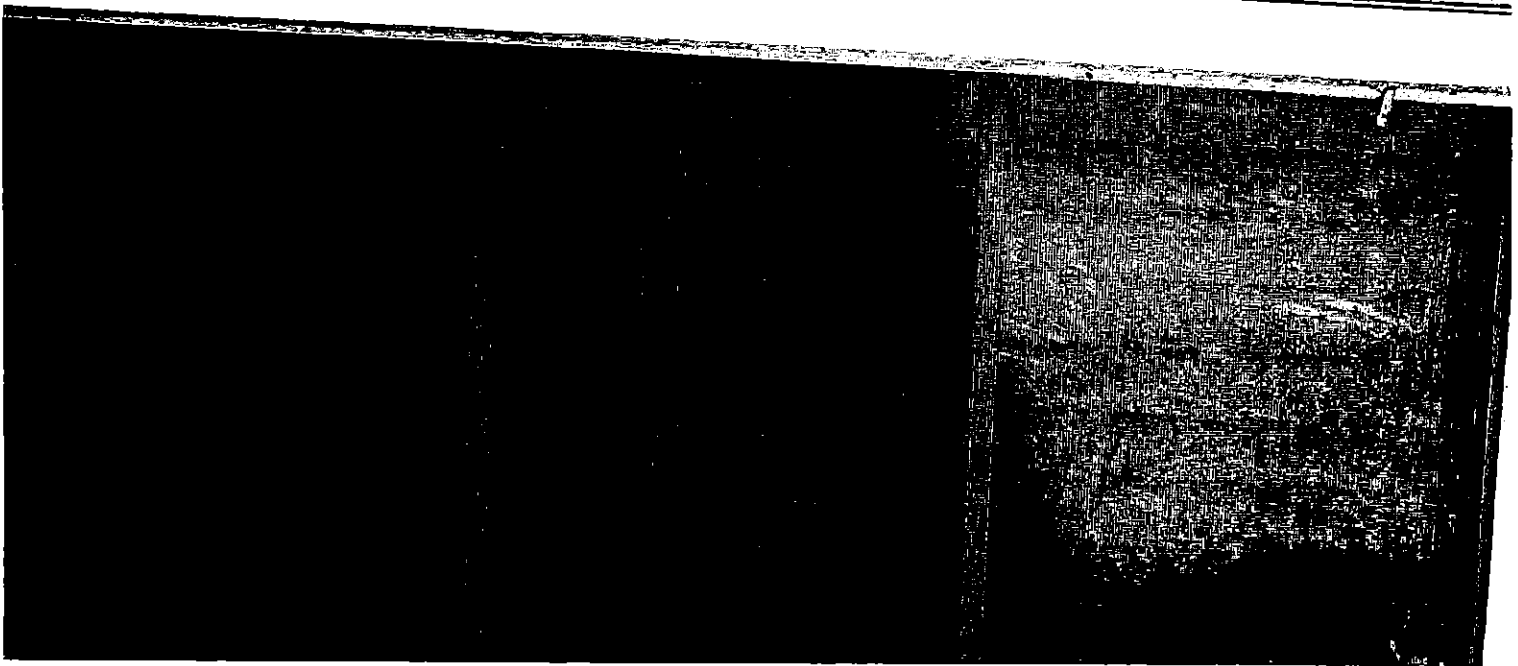
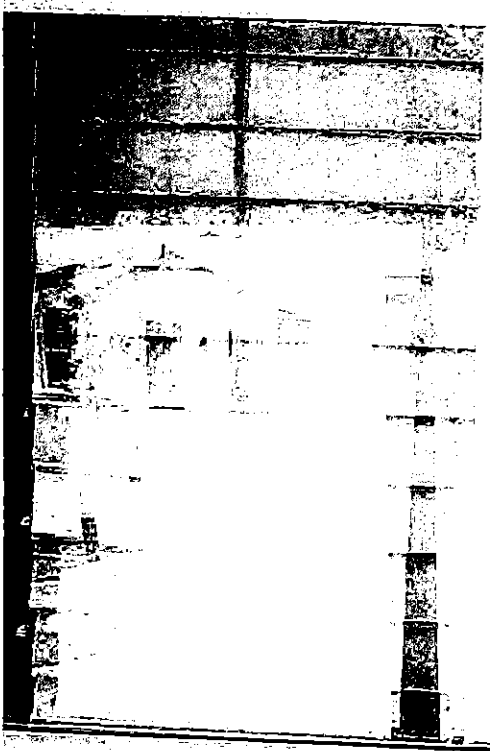
Jul 21, 2025 at 11:03:19 AM

34.971354° N, 90.024207° W

1937 Merrimac Cove

Southaven, MS 38671

United States



CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Code Enforcement Office



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

www.southaven.org

July 21, 2025

Progress Residential Borrower 14 LLC
2848 Pinnacle Dr
Southaven, Ms 38672

RE: Municipal Code Violations at 2848 Pinnacle Dr

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

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on **8/5/2025** pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

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

Sincerely,

Code Enforcement Office
Municipal Code Office
City of Southaven

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

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

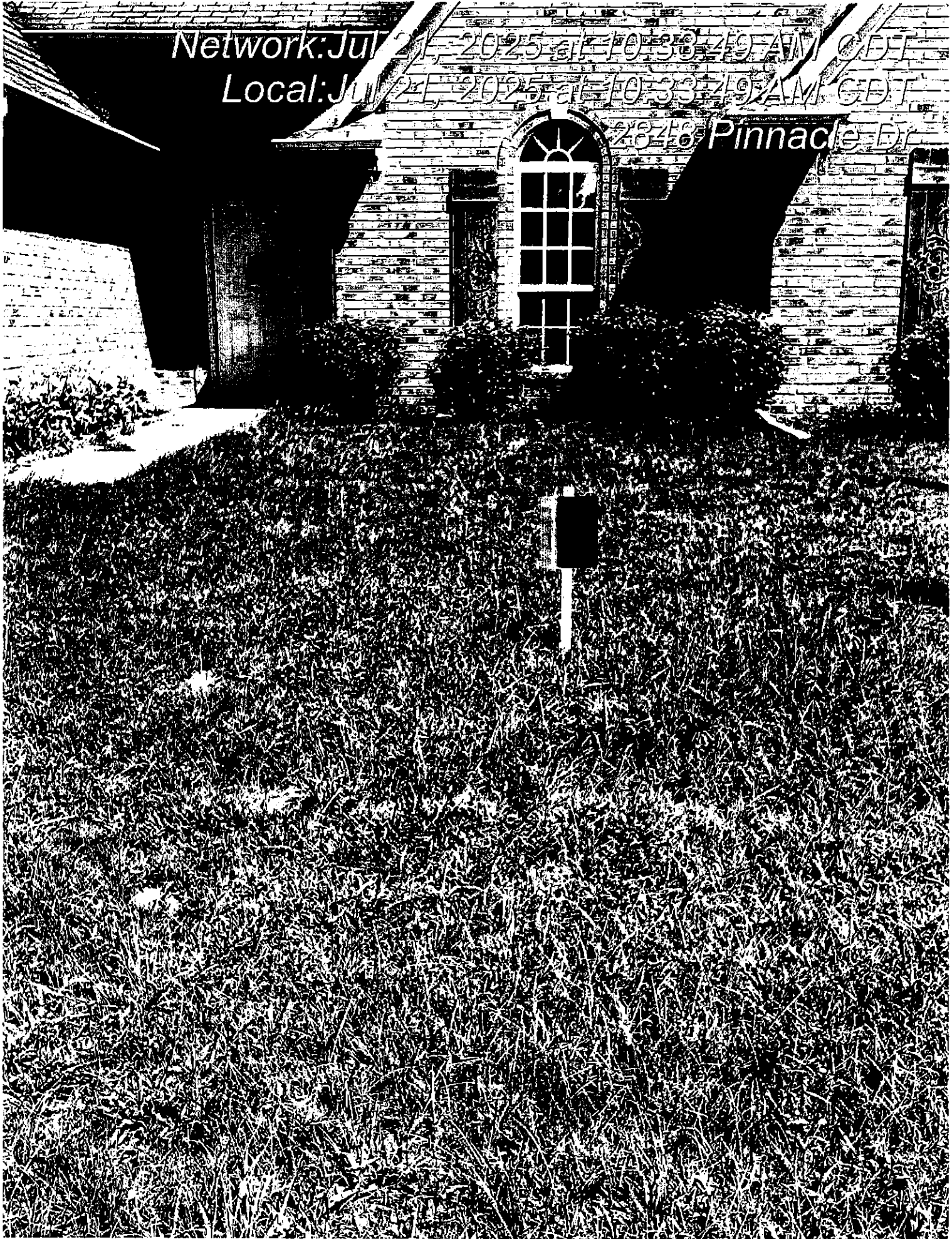
Network: Jul 21, 2025 at 10:32:18 AM CDT
Local: Jul 21, 2025 at 10:32:18 AM CDT
2848 Pinnacle Dr



Network: Jul 21, 2025 at 10:33:49 AM CDT

Local: Jul 21, 2025 at 10:33:49 AM CDT

2846 Pinnacle Dr



CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Code Enforcement Office



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

www.southaven.org

July 21, 2025

J Collier Homes LLC
Parcel# 107419240 0000400
Southaven, MS 38671

RE: Municipal Code Violations at Parcel# 107419240 0000400

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

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on **8/5/2025** pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

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

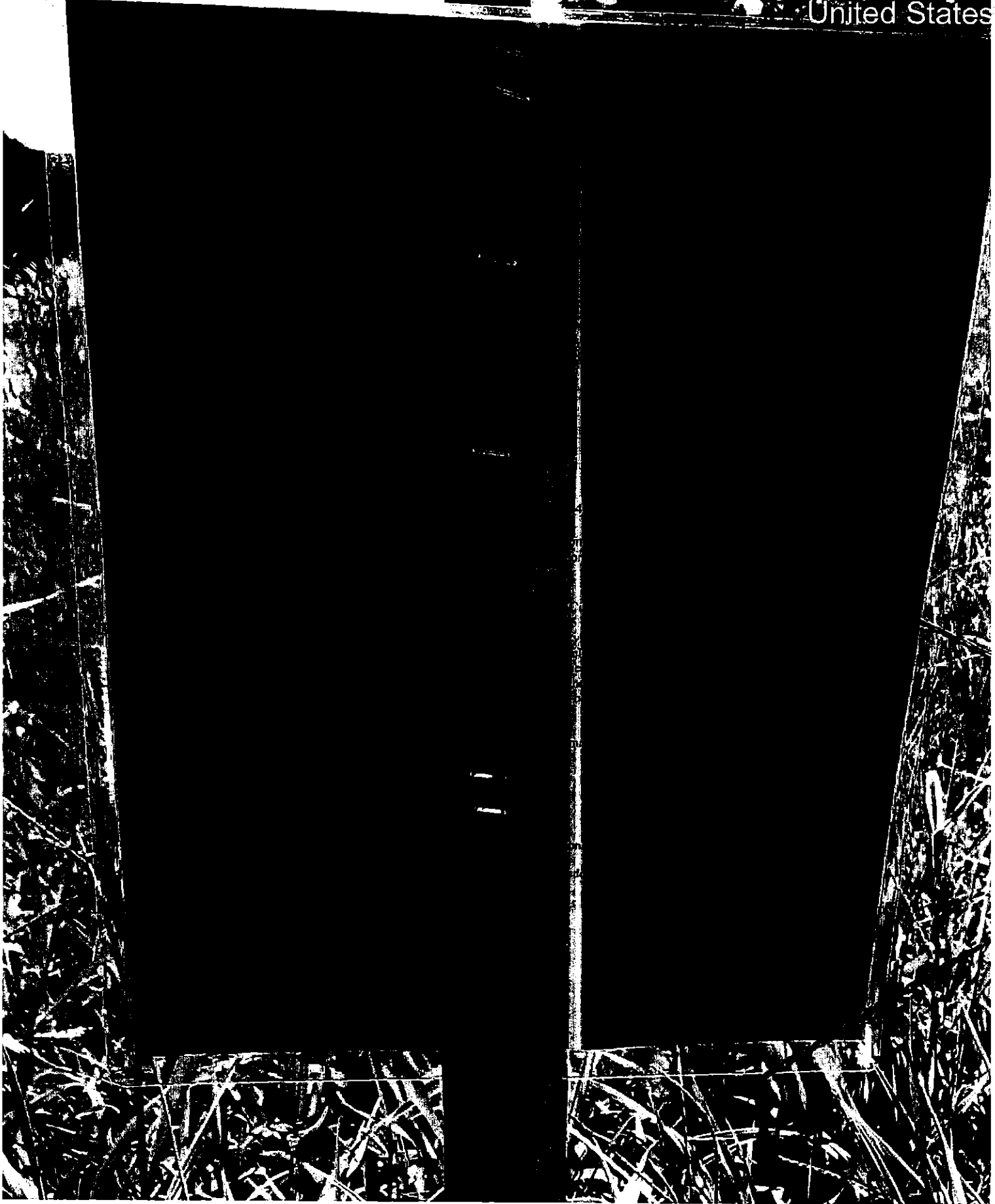
Sincerely,

Code Enforcement Office
Municipal Code Office
City of Southaven

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

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

Jul 21, 2025 at 9:57 AM
8920 Airways Blvd
Southaven MS 38671
United States



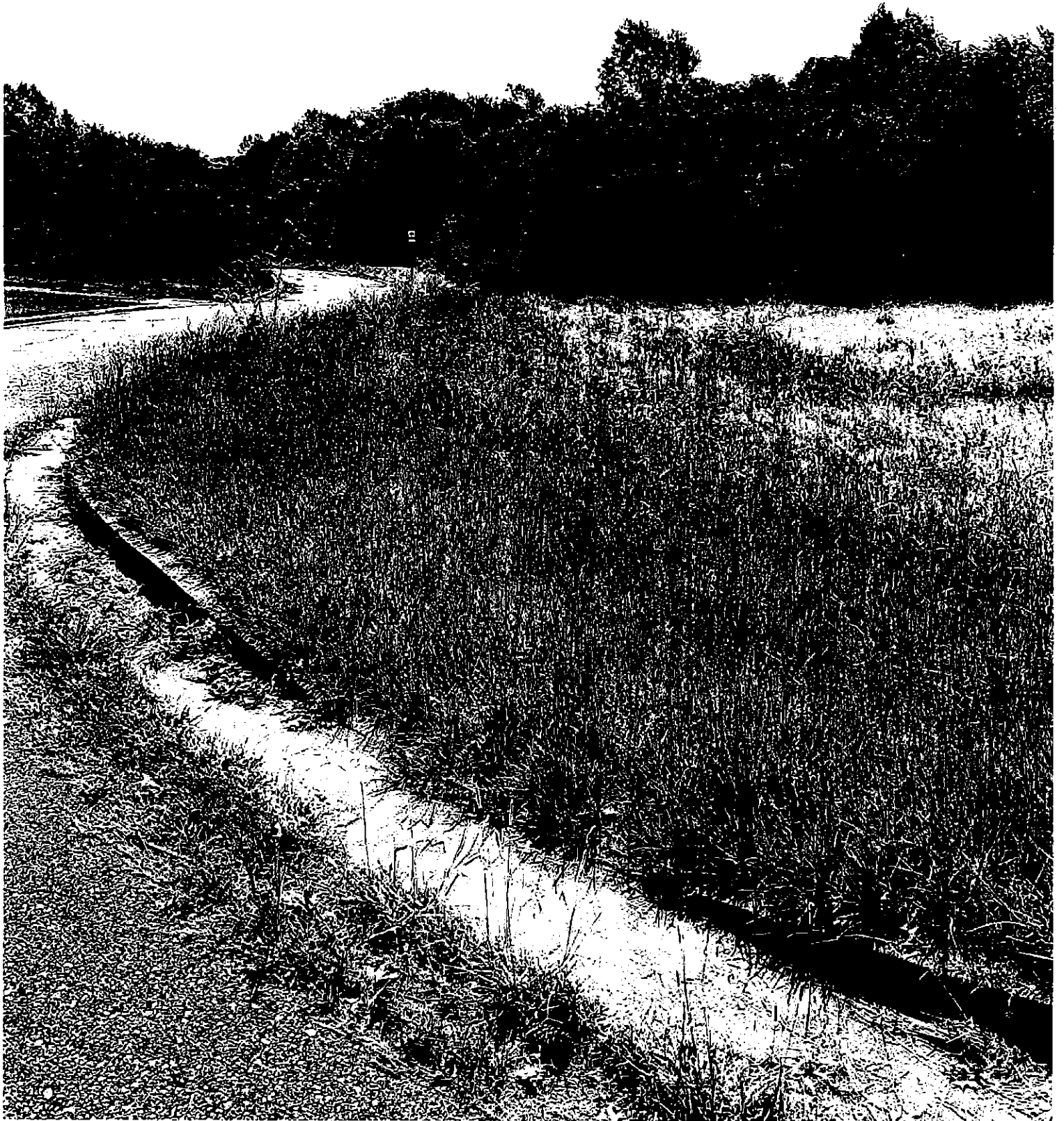
JUL 21, 2020 at 9:57:25 AM

8920 Airways Blvd
Southaven MS 38671
United States



JUL 21, 2020 at 9:07 AM A.M.

3920 Airways Blvd
Southaven MS 38671
United States



JUL 21 19 2023 09:07:29 AM
8920 Airways Blvd
Southaven MS 38671
United States



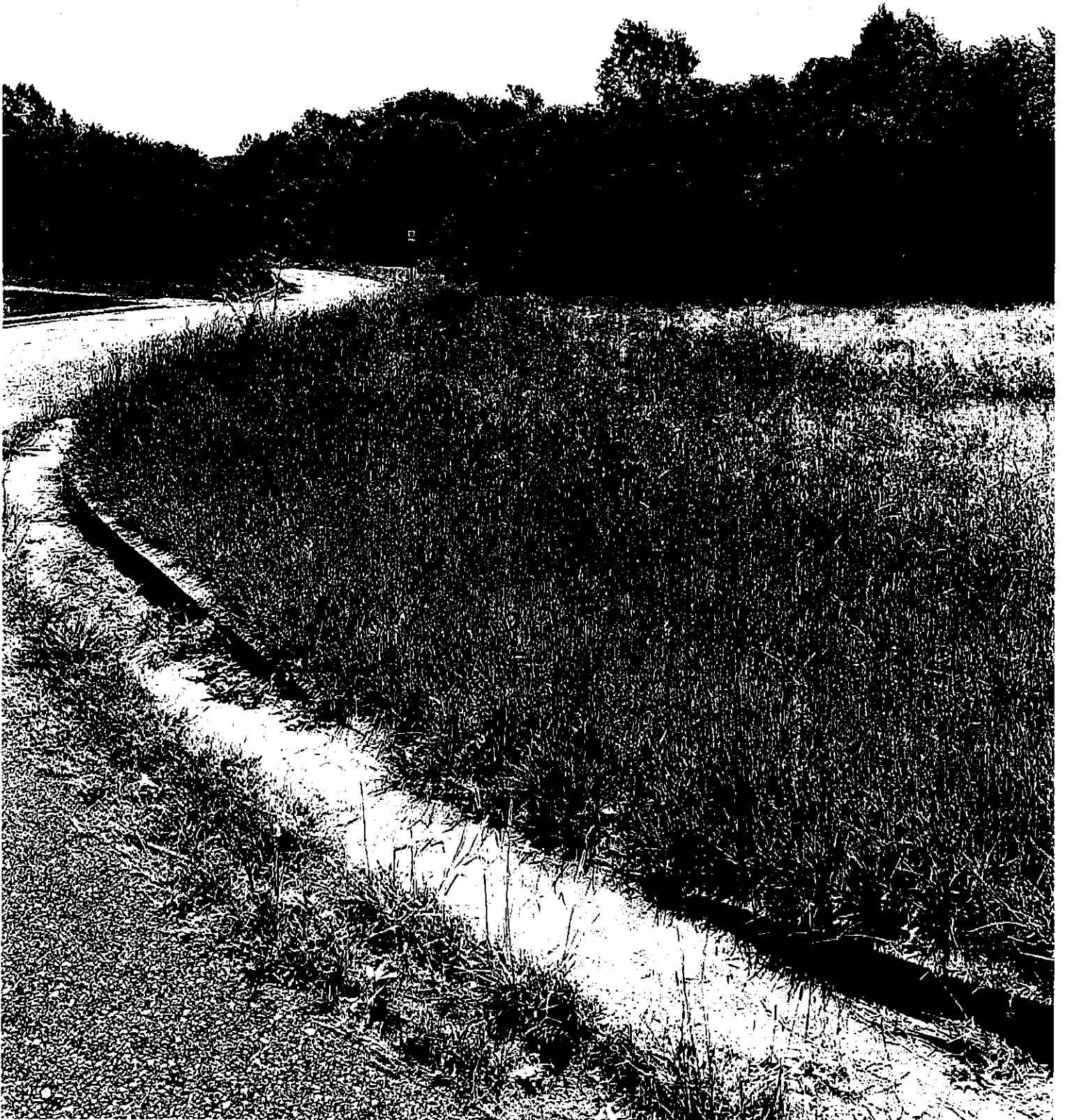
JUN 21, 2025 at 9:57:29 AM

8920 Airways Blvd
Southaven MS 38671
United States



JUL 21, 2025 at 9:07 AM AW

8920 Airways Blvd
Southaven MS 38671
United States



JUL 21, 2020 at 9:07:50 AM

Water Front Dr
Southaven MS 38671
United States



CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Code Enforcement Office



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

www.southaven.org

July 21, 2025

MCCULLY ERIC A ETAL /MCCULLY MICHAEL W
1901 CORAL HILLS DR
Southaven, MS 38671

RE: Municipal Code Violations at 1901 CORAL HILLS DR

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

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on **8/5/2025** pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

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

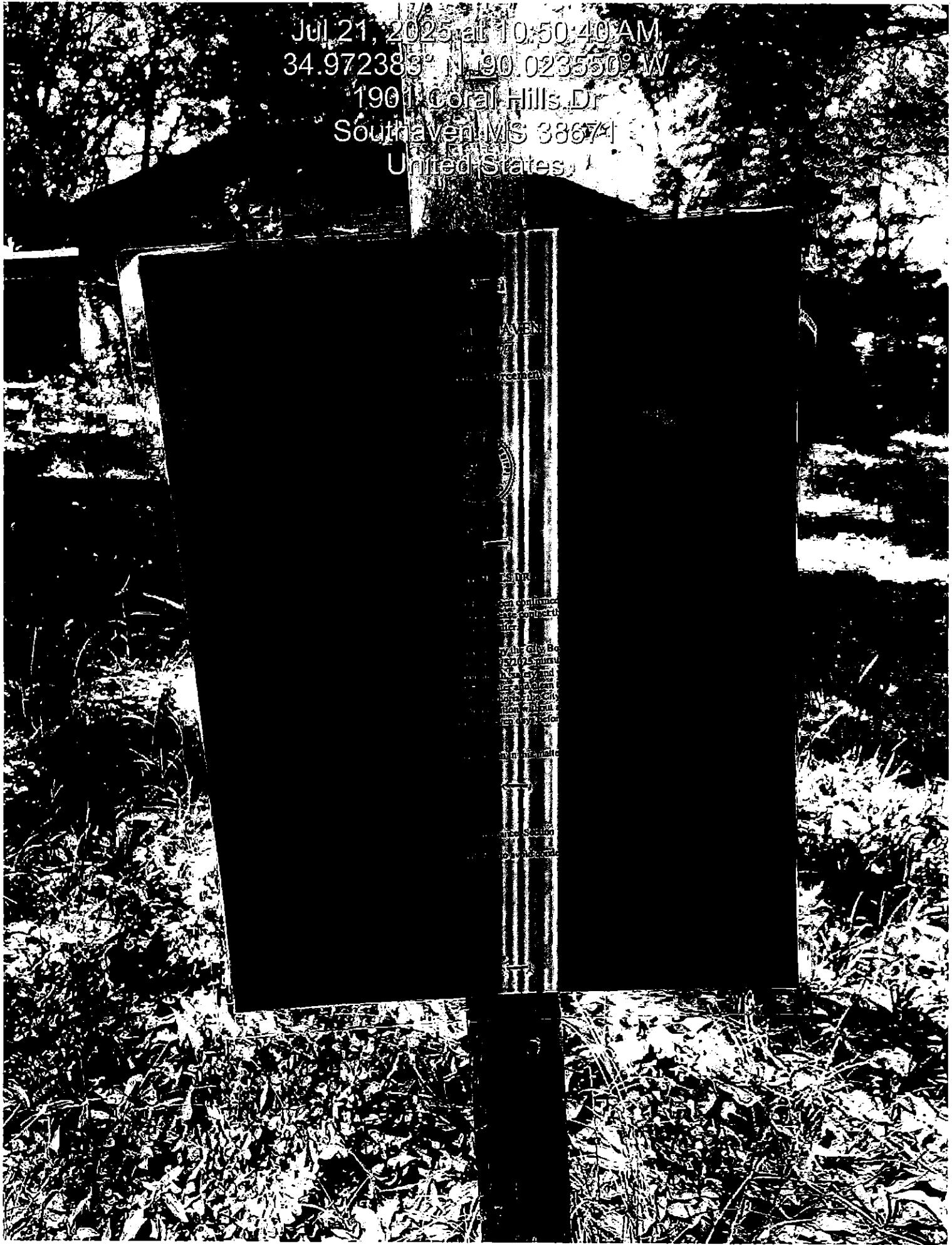
Sincerely,

Code Enforcement Office
Municipal Code Office
City of Southaven

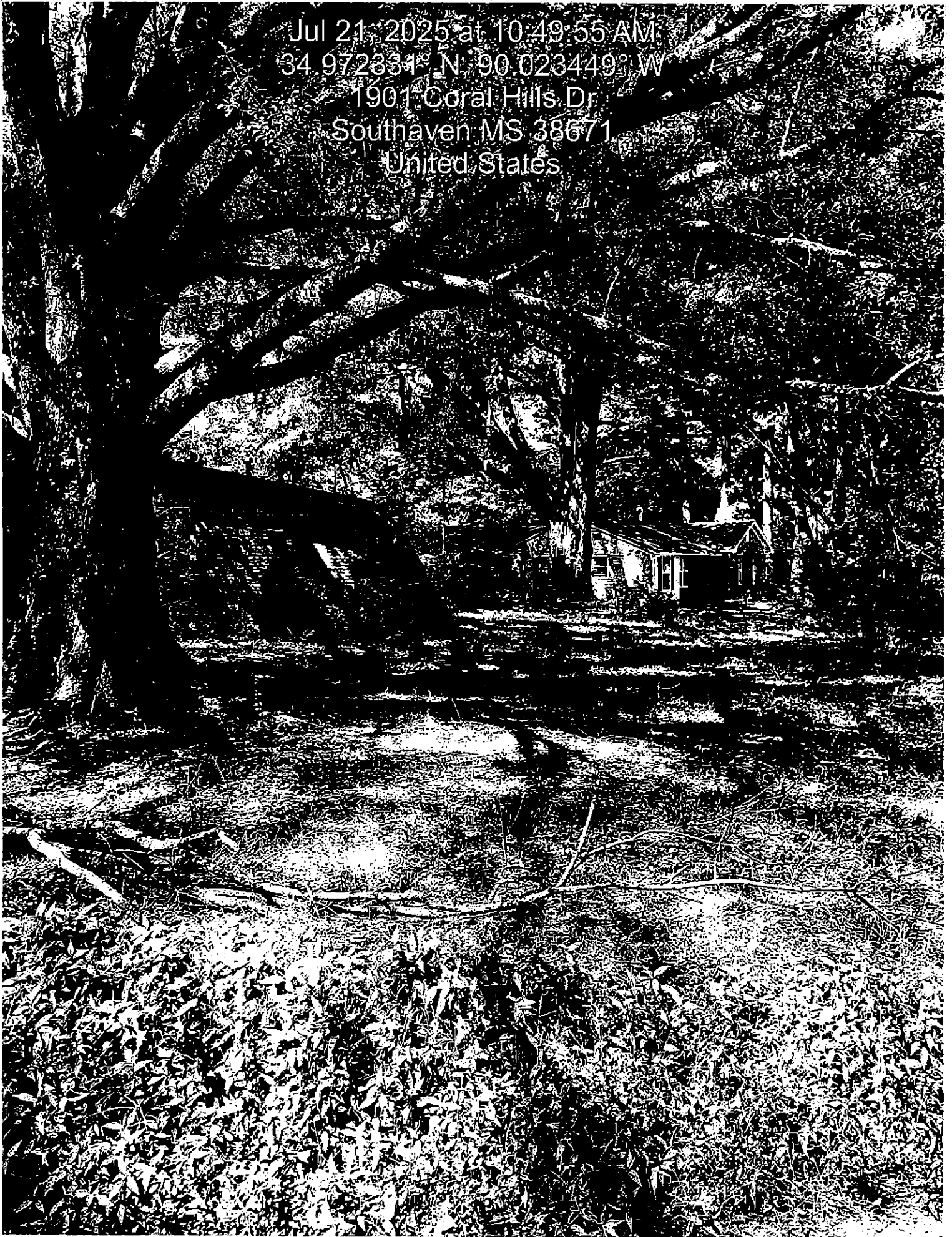
X Unsafe Property Violation --- Municipal Ordinance: Section 10-7 (a), (1)

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

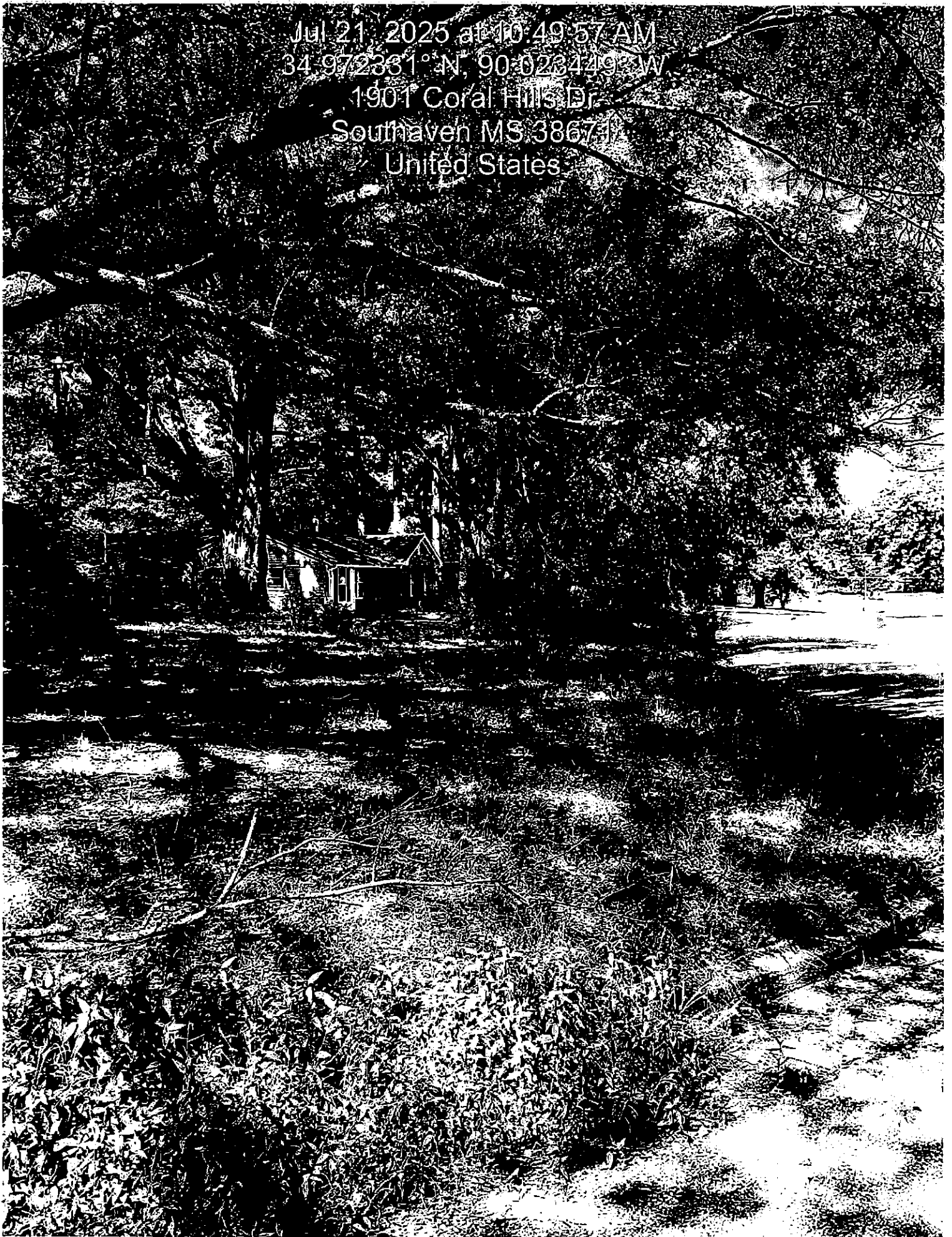
Jul 21, 2025 at 10:50:40 AM
34.972383° N 90.023550° W
1901 Coral Hills Dr
Southaven, MS 38674
United States



Jul 21, 2025 at 10:49:55 AM
34.972334° N, 90.023449° W
1901 Coral Hills Dr
Southaven MS 38671
United States



Jul 21, 2025 at 10:49:57 AM
34.972331° N, 90.023449° W
1901 Coral Hills Dr.
Southaven MS 38671
United States



Jul 21, 2025 at 10:50:49 AM

34.972383° N, 90.023550° W

1901 Coral Hills Dr
Southaven MS 38671
United States



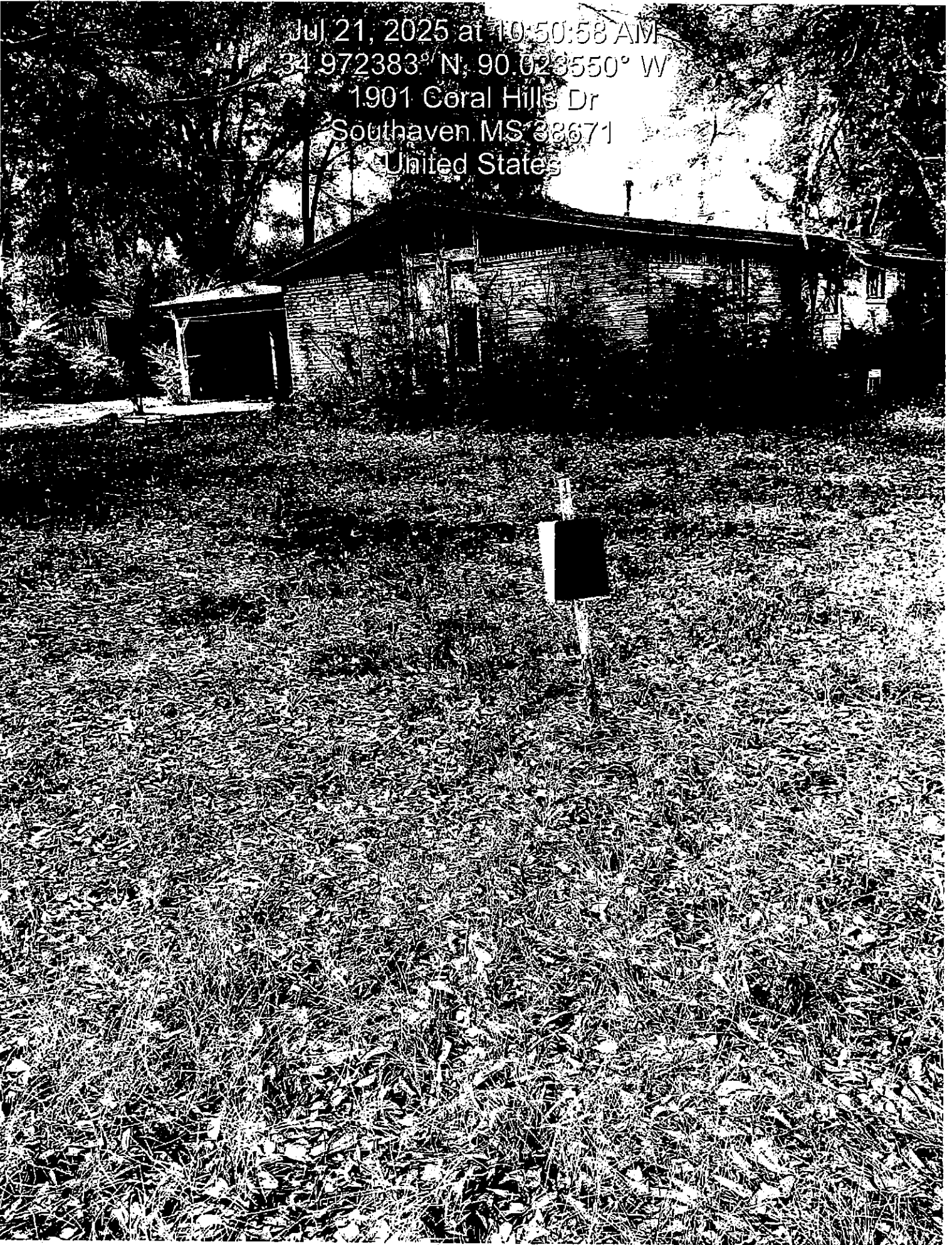
Jul 21, 2025 at 10:50:58 AM

34.972383° N, 90.023550° W

1901 Coral Hills Dr

Southaven MS 38671

United States





JUL 21 2025 at 10:51:18 AM
34.972383° N 90.023550° W
1901 Coral Hills Dr
Southaven MS 38671
United States



CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Code Enforcement Office



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

www.southaven.org

July 21, 2025

HOME SFR BORROWER II LLC
9176 PREAKNESS DR
Southaven, MS 38671

RE: Municipal Code Violations at 9176 PREAKNESS DR

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

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on **8/5/2025** pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

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

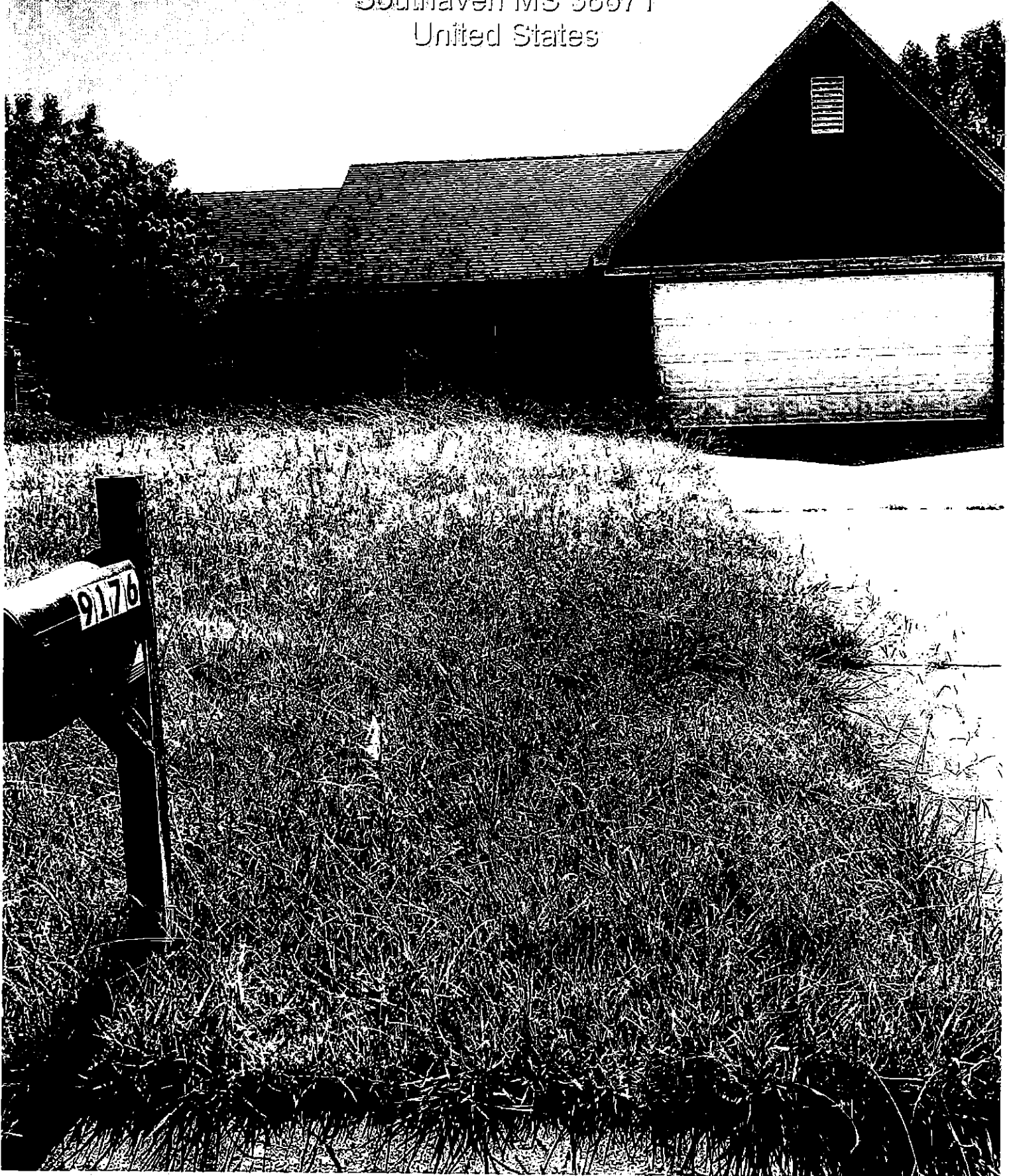
Sincerely,

Code Enforcement Office
Municipal Code Office
City of Southaven

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

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

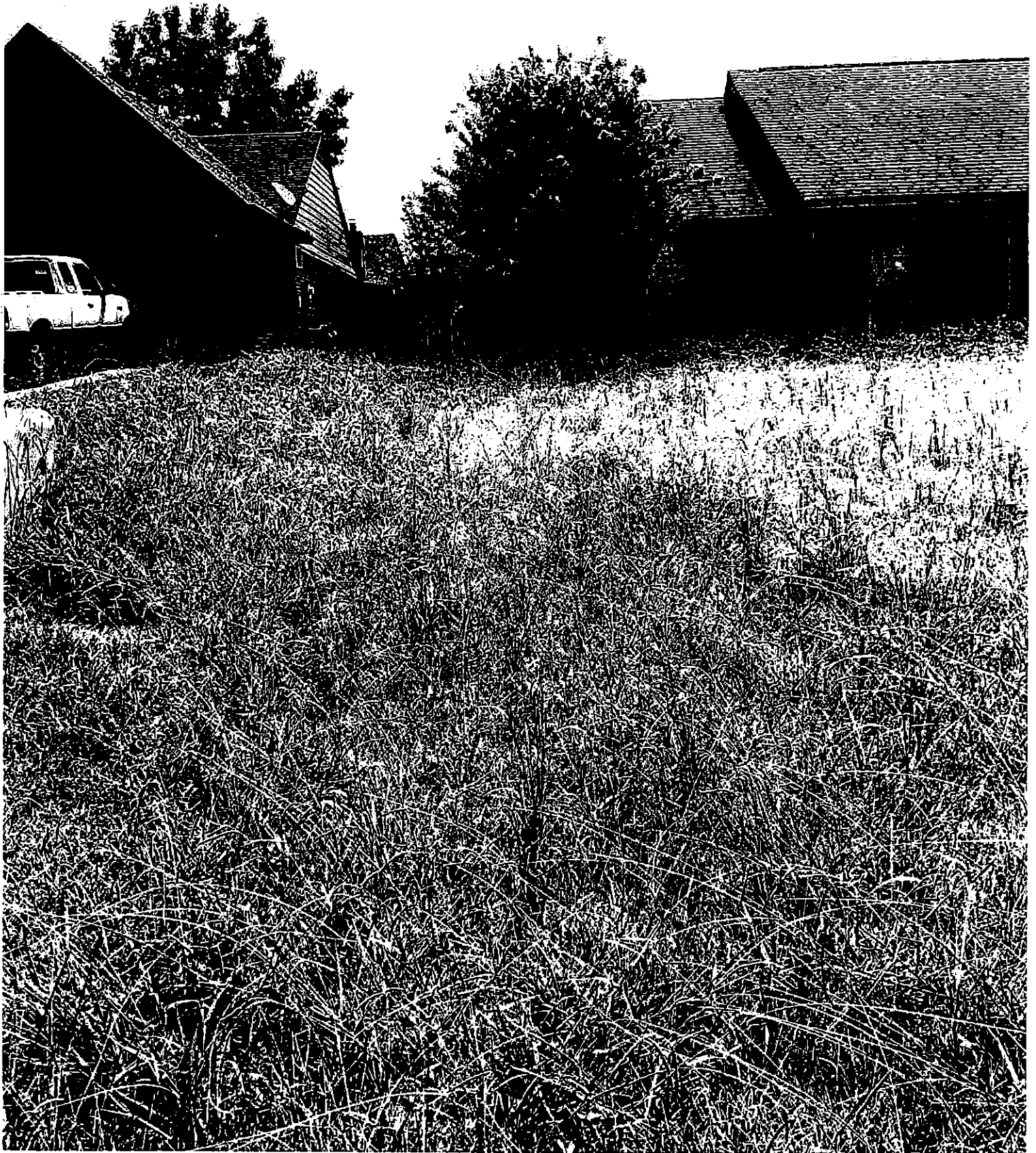
Jul 21, 2025 at 10:26:27 AM
34.994249° N, 90.067584° W
9176 Preakness Dr
Southaven MS 38671
United States



Jul 21, 2025 at 10:26:29 AM
34.994249° N, 90.067584° W
9176 Preakness Dr
Southaven MS 38671
United States



Jul 21, 2025 at 10:29:48 AM
34.994457° N, 90.067551° W
9192 Preakness Dr
Southaven MS 38671
United States

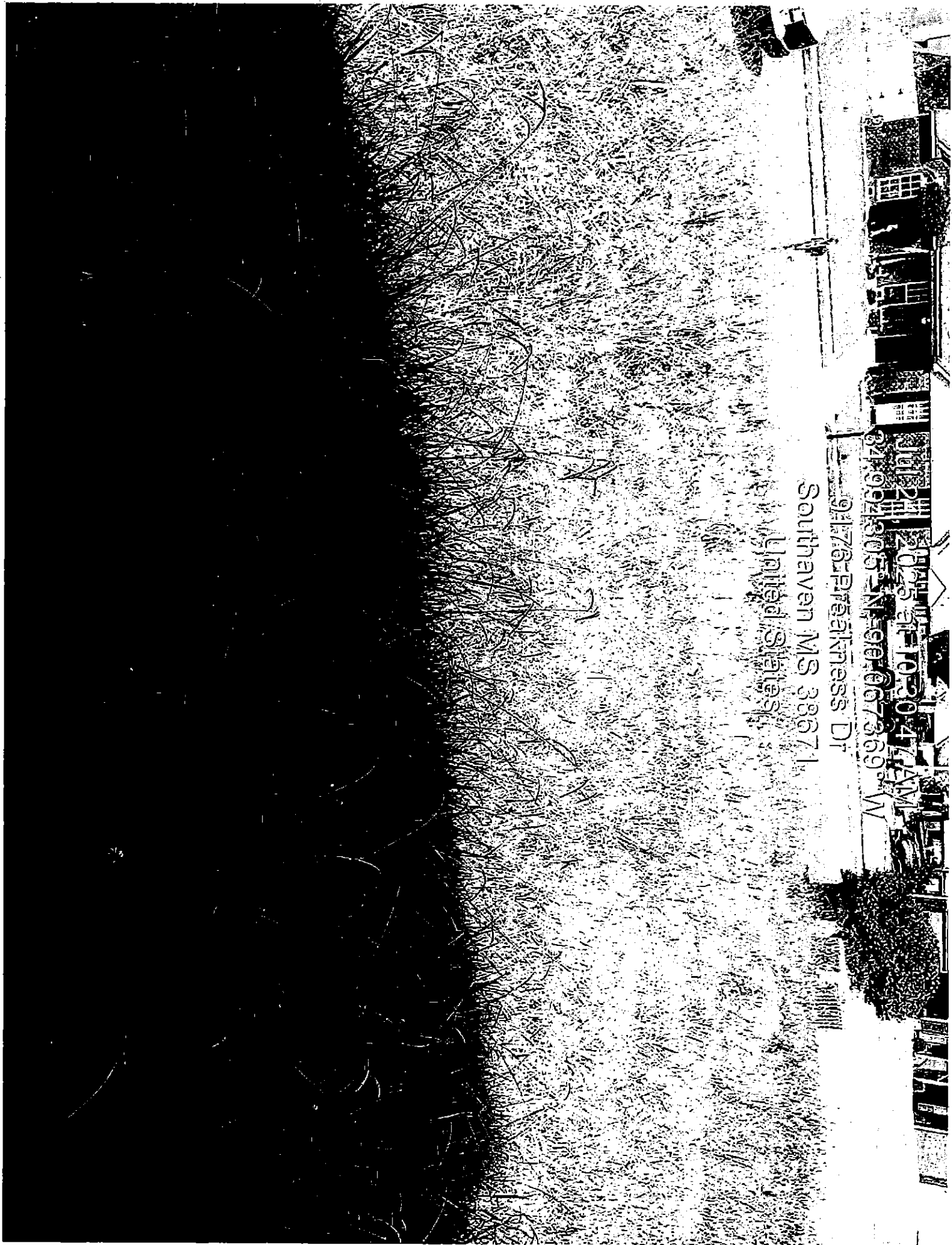


Jul 21 2025 Sat 10:30 47 AM
621-962-8305 N 90.067369° W

91766 Preakness Dr

Southaven MS 38871

United States



CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Code Enforcement Office



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

www.southaven.org

July 21, 2025

KOKENSPARGER SHAWN D ETUX & ANGELA
1845 PECAN RDG N
Southaven, Ms 38671

RE: Municipal Code Violations at 1845 PECAN RDG N

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

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on **8/5/2025** pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

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

Sincerely,

Code Enforcement Office
Municipal Code Office
City of Southaven

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

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

7-21-25

... of a summons to appear in Municipal Court, which

SOUTHAVEN

Mississippi

... ..

Jul 21, 2025 at 10:45:32 AM
1845 Pecan Ridge Dr N
Southaven MS 38671
United States

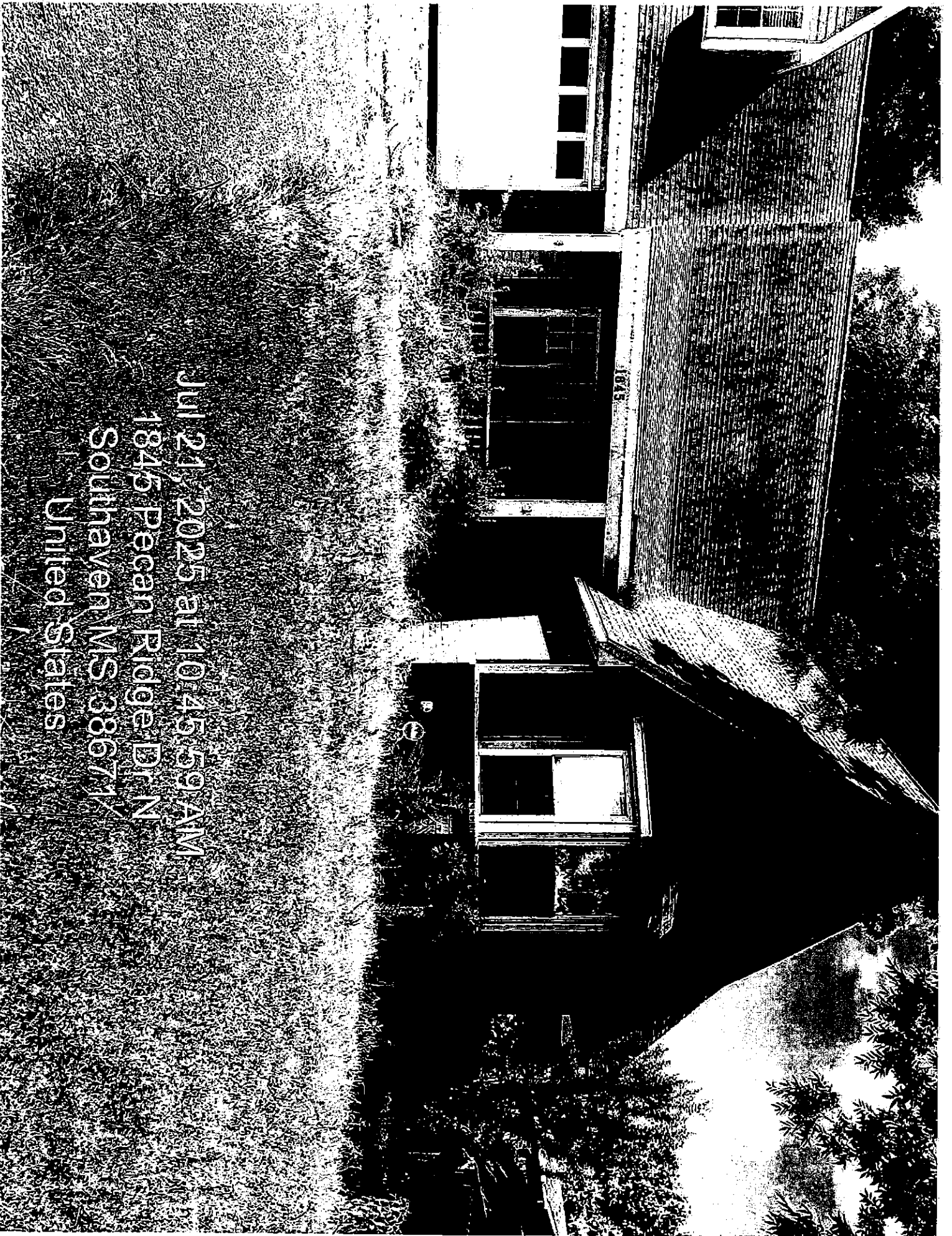


JUL 21 2025 AM 10:45:56 AM

1845 Pecan Ridge Dr N

Southern MS 38867

United States



JUL 21, 2025 at 10:45:59 AM
1845 Pecan Ridge Dr N
Southaven, MS 38671
United States

CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Code Enforcement Office



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

www.southaven.org

July 21, 2025

Brown Derrick & Carla Trustess
3965 Lipscott Rd
Southaven, Ms 38672

RE: Municipal Code Violations at 3965 Lipscott Rd

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

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on **8/5/2025** pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

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

Sincerely,

Code Enforcement Office
Municipal Code Office
City of Southaven

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

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

Network: Jul 21, 2025 at 10:51:31 AM CDT

Local: Jul 21, 2025 at 10:51:31 AM CDT

3959-3999 Liscott Rd

CITY OF

To

Office of

ST. P.

ST. P.

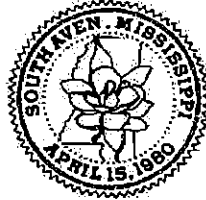
Network: Jul 21, 2025 at 10:52:46 AM CDT
Local: Jul 21, 2025 at 10:52:46 AM CDT
3965 Liscott Rd



CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Code Enforcement Office



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

www.southaven.org

July 21, 2025

Johnny Spinosa
5707 Antler Trail Dr.
Southaven, Ms 38762

RE: Municipal Code Violations at 5707 Antler Trail Dr.

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

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on **8/5/2025** pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

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

Sincerely,

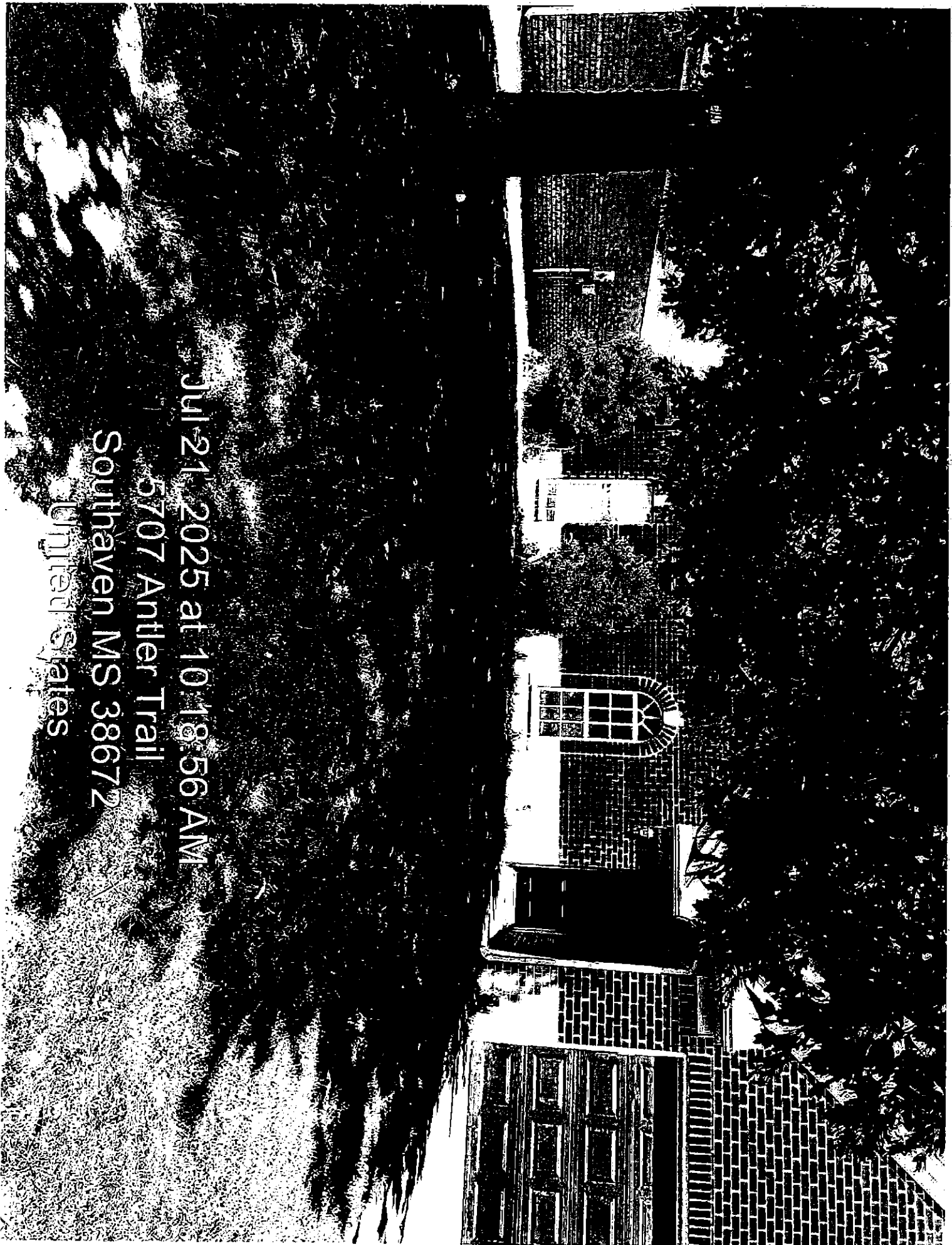
Code Enforcement Office
Municipal Code Office
City of Southaven

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

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



Jul 21, 2025 at 10:18:38 AM
5707 Antler Trail
Southaven MS 38672
United States

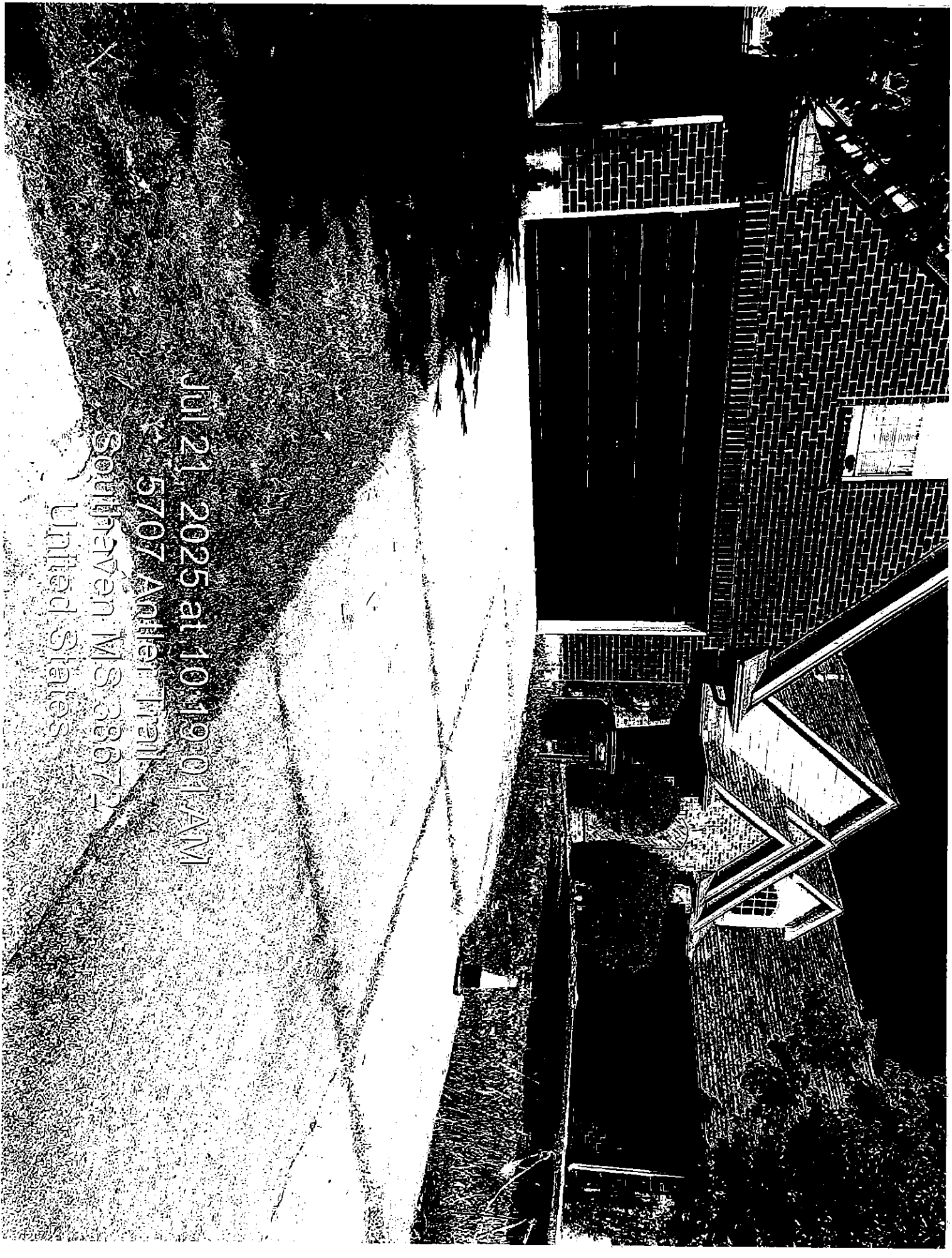


JUL 21 2025 at 10:18:56 AM

5707 Antler Trail

Southaven MS 38672

United States



JUL 21 2025 at 10:19:01 AM

5707 Amber Trail

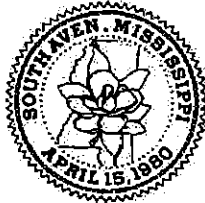
Southaven MS 38872

United States

CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Code Enforcement Office



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

www.southaven.org

July 21, 2025

HOME SFR BORROWER II LLC C/O HAVENBROOK HOMES
5465 PEAR DR
SOUTHAVEN, MS 38671

RE: Municipal Code Violations at 5465 PEAR DR

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

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on **8/5/2025** pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

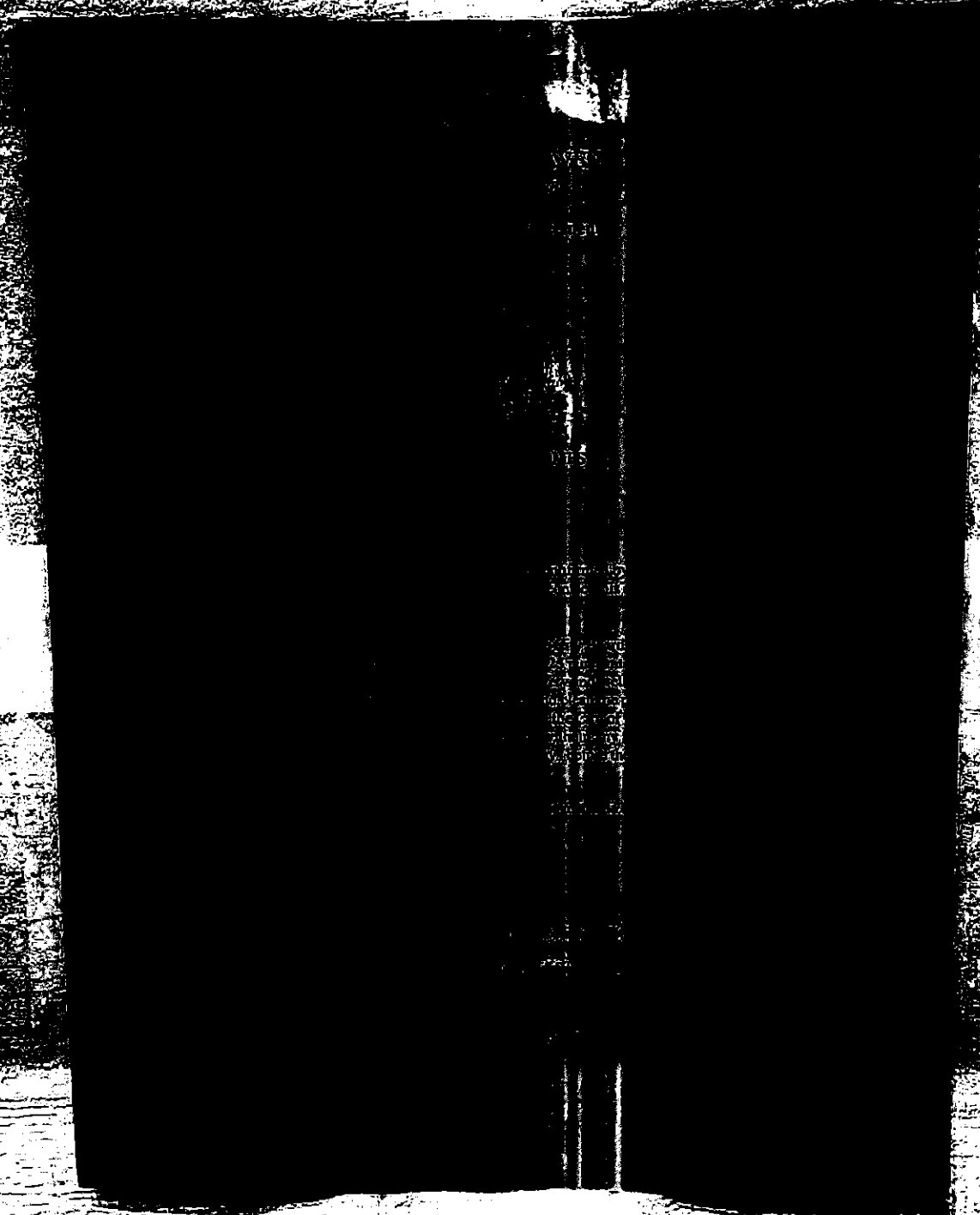
Please contact this office at 662-280-6523. Cooperation in this matter is appreciated.

Sincerely,

Code Enforcement Office
Municipal Code Office
City of Southaven

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

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



Jul 21, 2025 at 10:29:38 AM

5465 Pear Dr

Southaven, MS 38671

United States

United States
SOUTHAVEN MS 38671

5165 PEARL DR
JUL 21 2015 3:10 8221AW1



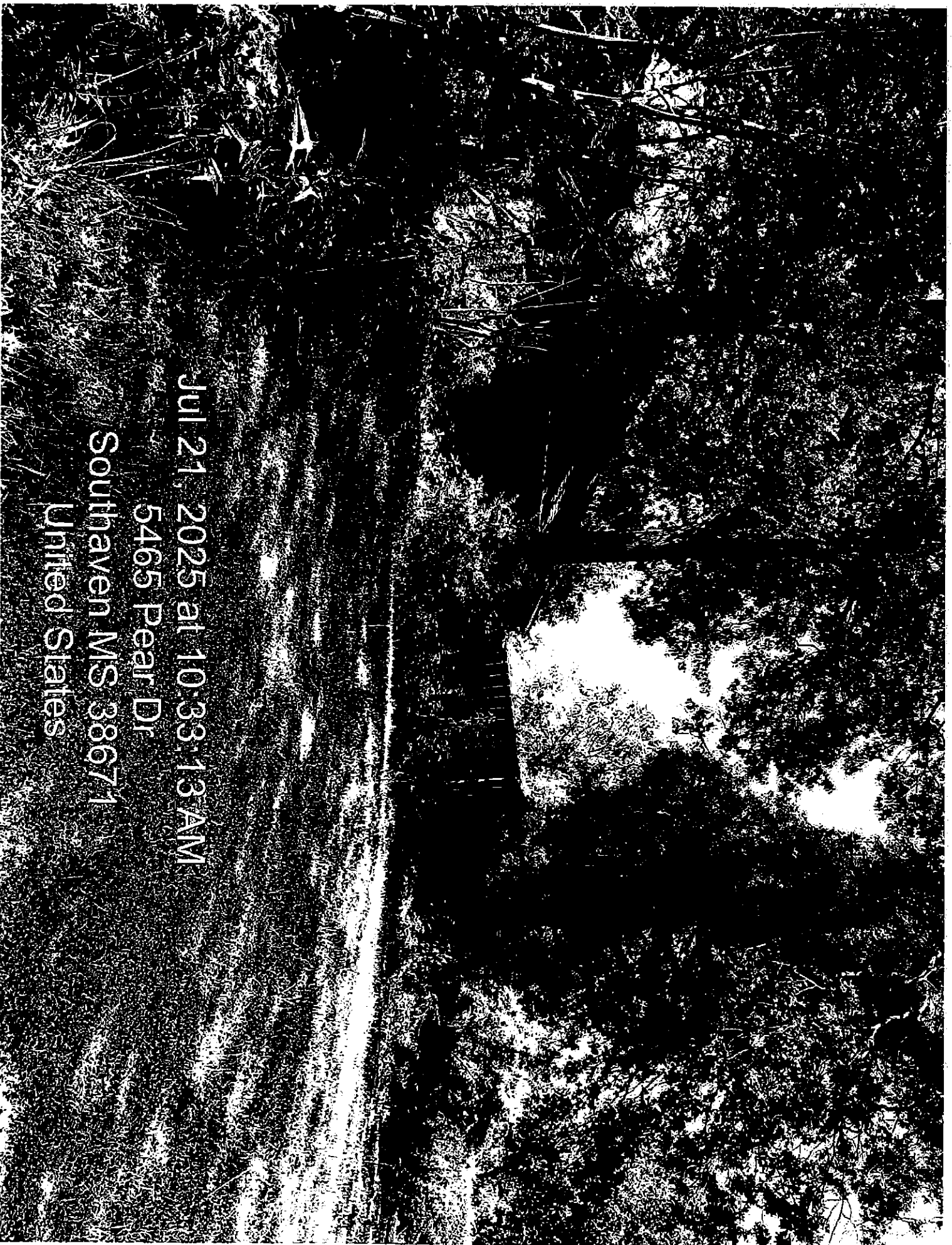


JUL 21 2025 10:32:40 AM

5465 FEET D

SOUTHAVEN MS 38671

United States



JUL 21, 2025 at 10:33 13 AM

5465 Pear Dr

Southaven MS 38671

United States



JUL 21, 2025 at 10:33:40 AM
300-328 Plum Point Ave
Southaven, MS 38671
United States



Jul 21, 2025 at 10:33:56 AM
5465 Pear Dr
Southaven MS 38671
United States

CITY OF SOUTHAVEN
Top of Mississippi

Office of Code Enforcement

Code Enforcement Office



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

www.southaven.org

July 21, 2025

Crews investment Holdings LLC
Parcel # 208111100 0000200
southaven, ms 38671

RE: Municipal Code Violations at Parcel # 208111100 0000200

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

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on **8/5/2025** pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

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

Sincerely,

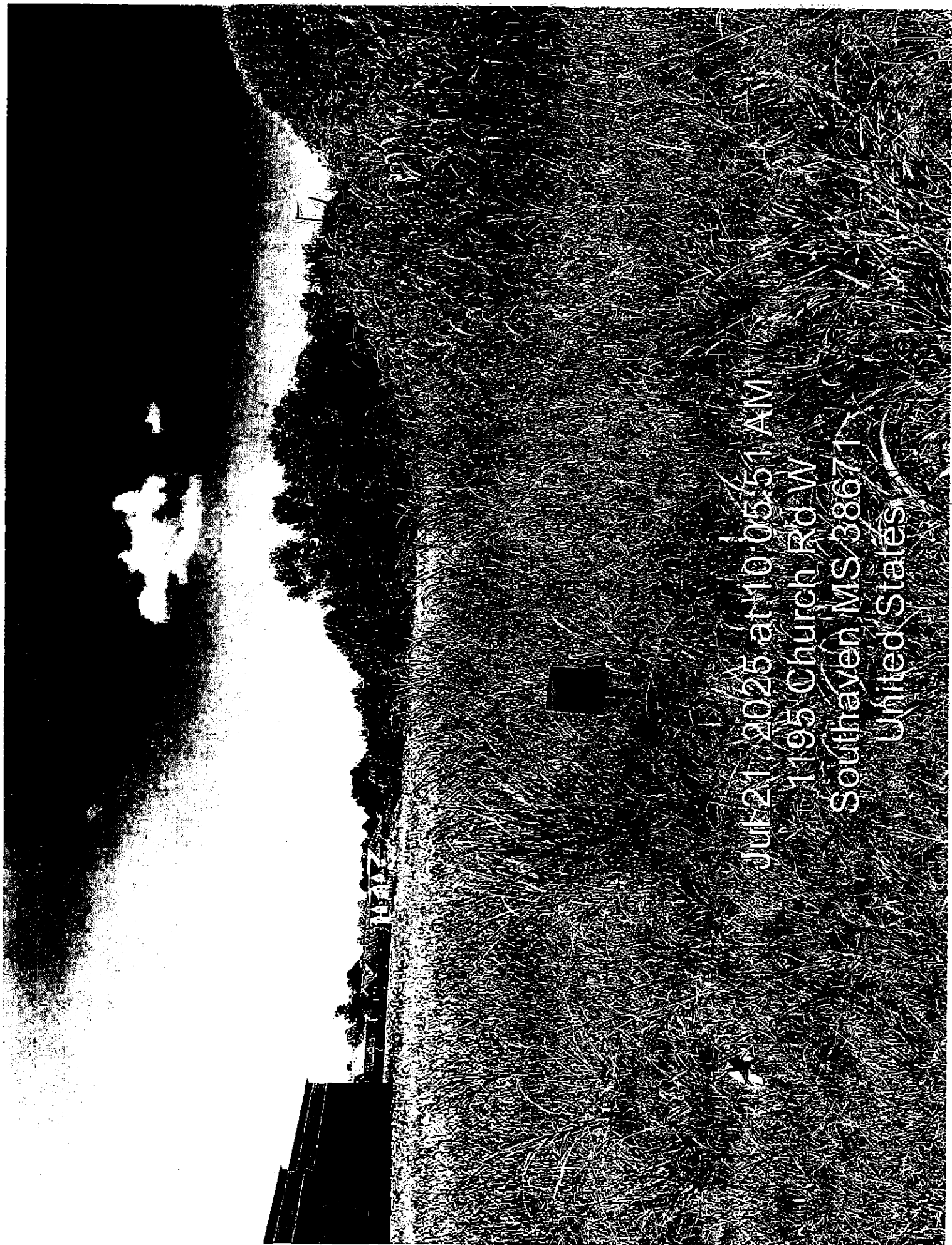
Code Enforcement Office
Municipal Code Office
City of Southaven

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

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



Jul 21, 2025 at 10:05:40 AM
1195 Church Rd W
Southaven MS 38671
United States



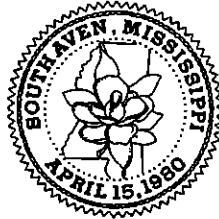
Jul 21 2025 at 10:05:51 AM

1195 Church Rd W

Southaven MS 38671

United States

**City Of Southaven
Office of Planning and Development
Subdivision Staff Report**



Date of Hearing:	July 29, 2025
Public Hearing Body:	Planning Commission
Applicant:	Darren J. Devisser 8329 Hwy. 51 Southaven, MS 38671 662-400-1466
Total Acreage:	0.86
Existing Zone:	C-4
Location of Subdivision	West of Hwy. 51-North of Brookhaven Dr.

Staff Comments:

The applicant is requesting subdivision approval for the proposed Drive Max Commercial Subdivision, located on the west side of Highway 51 North, just north of Brookhaven. The purpose of the subdivision is to consolidate two adjacent parcels and combined the tract into one (1) 0.86 acre commercial lot.

The subject property currently consists of two separate parcels situated side-by-side:

Parcel 108623000 0007600 (rear): Includes a 2,400 sq. ft. building and is 0.29 acres

Parcel 108623000 0007500 (fronting Hwy. 51): Contains a 2,176 sq. ft. building used as a car lot office and is 0.57 acres.

As part of this development, the applicant plans to demolish the existing 2,400 sq. ft. building on the rear parcel and construct a new garage, which is intended to support future automotive-related commercial use for his car lot. The land is commercially used and zoned C-4.

Staff Recommendations:

This application is a simple request of consolidate two adjacent parcels and combined the tract into one (1)

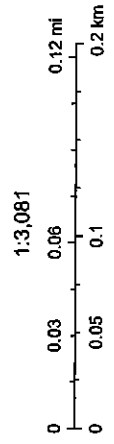
0.86 acre commercial lot.

That being said, staff has no comments and recommends approval.

**Planning Commission
Recommendation:**

**Motion made by:
Seconded by:**

ArcGIS Web Map



SW

SW

OWNER'S CERTIFICATE

I, DARREN J. DEVISSER, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT OF WAY FOR THE ROADS AND THE UTILITY EASEMENTS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE CITY OF SOUTHAVEN, MISSISSIPPI, FOR THE PUBLIC USE FOREVER. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE, THIS THE _____ DAY OF _____ 20____.

DARREN J. DEVISSER
PRINT NAME SIGNATURE

MORTGAGEE'S CERTIFICATE

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

CLAYTON BANK
NAME OF BANK
SIGNATURE PRINTED NAME

NOTARY'S CERTIFICATE

STATE OF _____ COUNTY OF _____
DARREN J. DEVISSER, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS _____ DAY OF _____ 20____, WITHIN MY JURISDICTION, THE WITHIN NAMED DARREN J. DEVISSER EXECUTED THE ABOVE AND FOREGOING CERTIFICATE, FOR THE PURPOSES MENTIONED ON THE DAY AND YEAR HEREIN MENTIONED.

SIGNATURE OF NOTARY PUBLIC MY COMMISSION EXPIRES

SEAL

NOTARY'S CERTIFICATE

STATE OF _____ COUNTY OF _____
AND FOR THE SAID COUNTY AND STATE, ON THE _____ DAY OF _____ 20____, WITHIN MY JURISDICTION, THE WITHIN NAMED _____ WHO ACKNOWLEDGE THAT HE/SHE IS _____ OF CLAYTON BANK, AND THAT FOR AND ON BEHALF OF THE SAID BANK, AND AS ITS APT AND DEED, HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID BANK TO DO SO.

SIGNATURE OF NOTARY PUBLIC MY COMMISSION EXPIRES

SEAL

CITY OF SOUTHAVEN PLANNING COMMISSION

APPROVED BY THE SOUTHAVEN PLANNING COMMISSION ON THIS THE _____ DAY OF _____ 20____.

SECRETARY CHAIRPERSON

CERTIFICATE OF SURVEYOR

IT IS HEREBY CERTIFIED THAT I HAVE DRAWN THIS SUBDIVISION SHOWN HEREON AND THE PLAT OF SAME IS ACCURATELY DRAWN FROM INFORMATION FROM A GROUND SURVEY BY ME:

BEN W. SMITH MS R.L.S. #1808 DATE

CITY OF SOUTHAVEN MAYOR AND BOARD OF ALDERMAN

APPROVED BY THE MAYOR AND BOARD OF ALDERMAN OF SOUTHAVEN, MISSISSIPPI, THIS THE _____ DAY OF _____ 20____.

MAYOR CITY CLERK

STATE OF MISSISSIPPI
COUNTY OF DESOTO

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

SIGNATURE CHANDERY COURT

FINAL PLAT
DRIVE MAX
COMMERCIAL SUBDIVISION
SECTION 30, T-16, R-2-W
CITY OF SOUTHAVEN
DESO TO COUNTY, MISSISSIPPI

JULIEN 2025
TOTAL AREA: 3.48 ACRES
TOTAL LOTS: 14
OWNER: CLAYTON BANK, DARREN J. DEVISSER

SMITH WALKER
ENGINEERS & SURVEYORS

4100 AIRWAY BOULEVARD, SUITE B FPO BOX 300-0404
SOUTHAVEN, MISSISSIPPI 38671 FPO BOX 300-0404

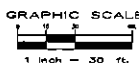
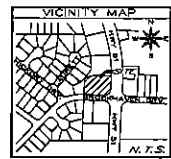
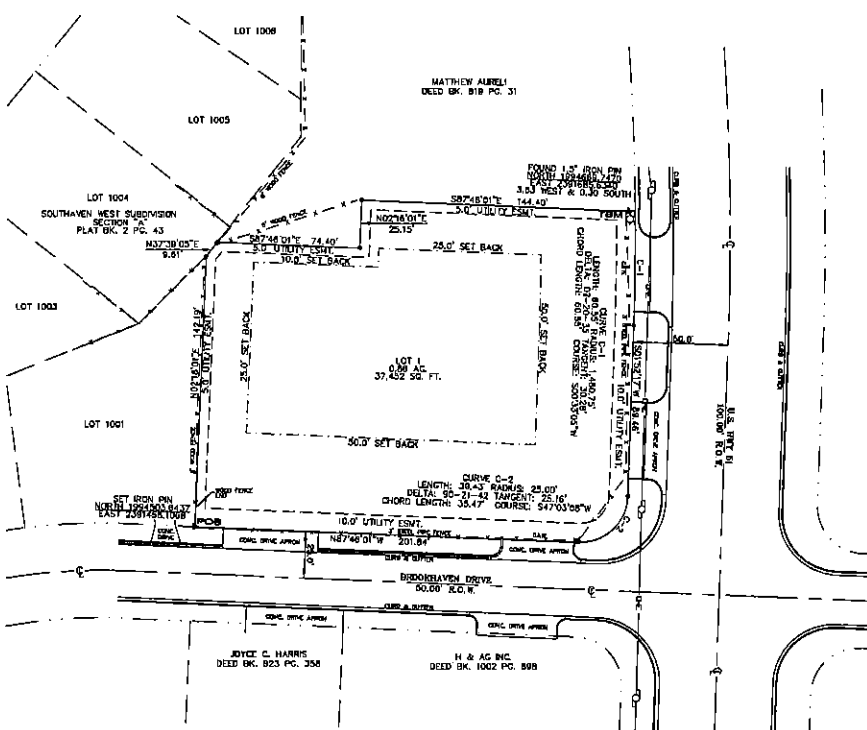


SW

SW

SW

SW



- NOTES:
1. MINIMUM SET BACKS ARE LISTED OR AS SHOWN:
A. FRONT: 30.0'
B. REAR: 10.0'
C. SIDES: 25.0'
2. UTILITY EASEMENTS ARE LISTED OR AS SHOWN:
A. FRONT: 10.0'
B. REAR: 5.0'
C. SIDES: 5.0'
3. WASTE WATER DISPOSAL PROVIDED BY THE CITY OF SOUTHAVEN.
4. WATERS WILL BE PROVIDED BY THE CITY OF SOUTHAVEN.
5. ALL NEW CORNERS SET BY THIS FIRM WILL BE 1/2" (#4) REBAR WITH PLASTIC CAPS READING E-2000; RLS 1009 CHISEL MARKS ARE MADE ON THE CURB AT THE EXTENDED PROPERTY LINE AND ARE FOR REFERENCE ONLY.
6. THIS IS A CLASS "B" SURVEY.

MERIDIAN BASED ON GRID NORTH MISSISSIPPI S.P.C.S. (2302 MS W) ESTABLISH BY A GROUND SURVEY SET JUNE 17, 2005 LAT: N 34.56548486 LONG: W 90.00584933 CONVERSION: (DEGREES) 0.18179722 POINT SCALE 0.99996233 COMBINED FACTOR 0.99994089

LEGEND OF STANDARD SYMBOLS table with symbols for boundary points, easements, fences, and set backs.

I.B.M. THE PROJECT BENCHMARK IS IRON PIN LOCATED AT THE NORTHEAST PROPERTY CORNER OF THE SUBJECT PROPERTY. ALSO BEING 4.5' +/- FROM A LIGHT POLE AND 5.5' +/- WEST FROM TOP OF CURB OF THE NORTH ENTRANCE FROM U.S. HWY 51. ELEVATION: 332.27

SPECIAL FLOOD HAZARD STATEMENT BY GRAPHIC DETERMINATION, THE SUBJECT PROPERTY IS LOCATED WITHIN THE LIMITS OF ZONE "X" DESIGNATED FLOOD HAZARD AREA PER FEMA 1 FIRM MAP NUMBER 28033C0057 C, DESOTO COUNTY, MISSISSIPPI, EFFECTIVE DATE OF JUNE 04, 2007.

FINAL PLAT DRIVE MAX COMMERCIAL SUBDIVISION

JULIEN 2025 TOTAL AREA: 3.48 ACRES TOTAL LOTS: 14 OWNER: CLAYTON BANK, DARREN J. DEVISSER

SMITH WALKER ENGINEERS & SURVEYORS

4100 AIRWAY BOULEVARD, SUITE B FPO BOX 300-0404 SOUTHAVEN, MISSISSIPPI 38671 FPO BOX 300-0404



SW

SW

**RESOLUTION OF CITY OF SOUTHAVEN GOVERNING AUTHORITIES
OPTING OUT OF THE SAFE SOLICITATION ACT**

WHEREAS, during the 2025 Legislative Session, the Mississippi Legislature approved and Governor signed the Safe Solicitation Act (“Act”) (H.B. 1197); and

WHEREAS, the Act sets forth the authority and requirements for the City of Southaven (“City”) Governing Authorities to establish a Solicitation Permit authorizing a person to solicit in accordance with the Act; and

WHEREAS, the Act became effective on July 1, 2025; and

WHEREAS, the Act provides that the City may opt out of the Act through a vote by the City Governing Authorities within six (6) months of July 1, 2025; and

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

WHEREAS, Miss. Code Ann. Sections 97-35-23 and 97-35-25 prohibit the obstruction of public rights-of-way, etc.; and

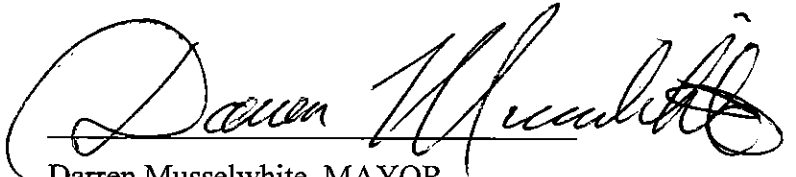
**NOW THEREFORE BE IT RESOLVED BY THE CITY GOVERNING
AUTHORITIES THAT:**

1. The City hereby opts out of the Act pursuant to Section 6 of H.B. 1197, 2025 Regular Session.
2. The City will adhere to general state law establishing adequate procedures and requirements for controlling access to rights-of-way.
3. The City Clerk and/or any other City Personnel is authorized to take any and all action to effectuate the intent of this Resolution.

Motion was made by Alderman Flores and seconded by Alderman Jerome, and the question being put to a roll call vote, the result was as follows:

Alderman William Jerome	voted: YES
Alderman Judy Jenkins-Lewis	voted: ABSENT
Alderman Charlie Hoots	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 5th day of Augst, 2025.


Darren Musselwhite, MAYOR

ATTEST:



City Clerk

