



**MEETING OF THE MAYOR AND BOARD OF ALDERMEN  
SOUTHAVEN, MISSISSIPPI  
CITY HALL  
February 21, 2023  
6:00 PM  
AGENDA**

- 1. Call To Order**
- 2. Invocation**
- 3. Pledge Of Allegiance**
- 4. Approval of Minutes: February 7, 2023**
- 5. Resolution for Free Port Warehouse Tax Exemption for NovEx Supply Chain, LLC**
- 6. SPD Agreement with DLG Learning Center**
- 7. Contract with AmeriGas, LP**
- 8. SPD License with Axon Enterprise, Inc.**
- 9. Resolution for Amending of City of Southaven Ordinance Title X, Chapter 1, Section 10-13**
- 10. Resolution for City Wrecker Rotation**
- 11. SFD Contract with Stryker**
- 12. Planning Agenda:**
  - Item #1 Application by Joshua Mallory for a Conditional Use Permit to allow a full-service spa at 9023 Millbranch Road**
  - Item #2 Application by SMJ Enterprises for a Planned Unit Development- Top of 'Sip for 16 acres on the west side of Snowden Lane, north of May Blvd.**
  - Item #3 Application by AERC, PLLC for a Planned Unit Development- Crossover for 12 acres on the west side of Snowden Lane, north of May Blvd.**
- 13. Mayor's Report**
- 14. Personnel Docket**
- 15. City Attorney's Legal Update**
- 16. Utilities Billing Leak Adjustment Docket**
- 17. Claims Dockets: Docket 1  
Docket 2**
- 18. Executive Session: SPD Personnel; Discussion of Litigation and Prospective Litigation in Accordance with Miss. Code 25-41-7(4)(b); Economic Development (Possible Business Locating to City); Interdepartmental Personnel with No Action**

**Items may be added to or omitted from this agenda as needed.**

# Minutes, City of Southaven, Southaven, Mississippi



MEETING OF THE MAYOR AND BOARD OF ALDERMEN  
SOUTHAVEN, MISSISSIPPI  
CITY HALL  
February 7, 2023  
6:00 PM  
AGENDA

1. Call To Order
2. Invocation
3. Pledge Of Allegiance
4. Approval of Minutes: January 17, 2023 & Special Meeting January 25, 2023
5. Resolution Amending Title XIII, Chapter 12, Section 13-12(m) Chart 4 Commercial Zone Districts
6. Resolution for SPD Sole Source
7. Parks Department Professional Services Contract
8. Resolution for Ratification of Utilities Dept. Emergency Repairs
9. Contract with Comcast for Parks Dept.
10. Request for Proposals for Sanitation Services
11. Resolution to Surplus Equipment – Parks Dept.
12. Continuing Disclosure
13. Ratification of Entergy Contract
14. Contract with ComServ Services, LLC
15. Engineering Work Authorization for Airways and Guthrie Drive Signal Improvements
16. Planning Agenda: Item #1 Application by Vinu Patel for subdivision approval of Mainstreet- BLSC Subdivision on the north side of Stateline Road, west of Airways Blvd.  
Item #2 Application by Greg Dickerson for subdivision approval to revise the Bill Larue Tchulahoma Road Subdivision on the east side of Tchulahoma Road, south side of King Road  
Item #3 Application by Gro-Mart Associates for design review approval of a Scooters Coffee Shop to be located on the south side of Goodman Road, west of Malone Road
17. Mayor's Report
18. Personnel Docket
19. City Attorney's Legal Update
20. Utilities Billing Leak Adjustment Docket
21. Claims Docket
22. Executive Session: Ongoing and Potential Litigation by and against the City and City Police; Issues regarding the report, development or course of action regarding security personnel or plans; Economic Development; Interdepartmental Personnel with No Action

Items may be added to or omitted from this agenda as needed.

**THIS PAGE WAS LEFT BLANK INTENTIONALLY**



# Minutes, City of Southaven, Southaven, Mississippi

## MINUTES OF THE REGULAR MEETING OF February 7, 2023 OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI

BE IT REMEMBERED that the Mayor and Board of Aldermen of the City of Southaven, Mississippi met in a Regular Meeting on the 7<sup>th</sup> day of February, 2023 at six o'clock (6:00) p.m. at City Hall.

Present were:

George Payne	Alderman At Large
Kristian Kelly	Alderman, Ward 1
Charlie Hoots	Alderman, Ward 2
William Jerome	Alderman, Ward 3
Joel Gallagher	Alderman, Ward 4
John David Wheeler	Alderman, Ward 5
Raymond Flores	Alderman, Ward 6

Also present were Mayor Musselwhite, Andrea Mullen, City Clerk, and Nick Manley, City Attorney. Approximately thirty (30) other people were present. Mayor Musselwhite called the meeting to order. Alderman Gallagher led in prayer followed by the Pledge of Allegiance led by Alderman Payne.

Next, a motion was made by Alderman Hoots to approve the minutes of the Regular Meeting of January 17, 2023 with any corrections, deletions, or additions necessary. Motion was seconded by Alderman Jerome. Motion was put to a vote and passed unanimously.

A motion was made by Alderman Hoots to approve the minutes of the Special Meeting of January 25, 2023 with any corrections, deletions, or additions necessary. Motion was seconded by Alderman Jerome. Motion was put to a vote and passed unanimously.

### **RESOLUTION AMENDING TITLE XIII, CHAPTER 12, SECTION 13-12(M) CHART 4 COMMERCIAL ZONE DISTRICTS**

Whitney Choat-Cook, Director of Planning and Development, presented this item to the Board.

Mrs. Choat-Cook stated that this amendment was discussed at the last meeting, the proposed ordinance amendment will require all permitted by right hotel areas into conditional use, identification of the hotel SRT Scale, and a feasibility study to the City by a nationally recognized group. The conditional use permit will require if there is no movement within two (2) years, the developer will be required to come back before the Board and resubmit as a new project.

Alderman Wheeler made the motion to open the public hearing as it is a planning ordinance. Motion was seconded by Alderman Payne.

Mayor Musselwhite asked if anyone in the audience would like to speak and there were none.



# Minutes, City of Southaven, Southaven, Mississippi

Alderman Gallagher made the motion to close the public hearing. Motion was seconded by Alderman Wheeler.

Next, the Board of Alderman considered the following resolution:

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND  
THE CITY OF SOUTHAVEN CODE OF ORDINANCES,  
TITLE XIII, CHAPTER 12, SECTION 13-12(m) FN49 AND CHART 4  
COMMERCIAL ZONE DISTRICTS**

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), considered the matter of amending the Southaven Code of Ordinances, specifically, TITLE XIII, CHAPTER 12, SECTION 13-12(m) CHART 4 COMMERCIAL ZONE DISTRICTS, ("Ordinances")

Thereupon Alderman Jerome offered and moved the adoption of the following resolution:

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND  
THE CITY OF SOUTHAVEN CODE OF ORDINANCES,  
TITLE XIII, CHAPTER 12, SECTION 13-12(m) FN 49 AND CHART 4  
COMMERCIAL ZONE DISTRICTS**

**WHEREAS**, pursuant to Miss. Code 17-1-3, the City is vested with authority of regulatory controls over zoning and land uses, and may do all things, consistent with the laws of the state, which they deem necessary to protect the health and welfare of the residents; and

**WHEREAS**, further pursuant to Miss. Code 17-1-3, the City is empowered to promote the health, safety, morals, or the general welfare of the City by regulating the percentage of lot that may be occupied, the density of population, and the location and use of buildings, structures and land for trade, industry, residence or other purposes; and

**WHEREAS**, pursuant to Miss. Code 17-1-7, the City may regulate and restrict the erection, construction, reconstruction, alteration, repair or use of buildings, structures or land and regulations in one zone may differ from those in other zones; and

**WHEREAS**, pursuant to Miss. Code 17-1-9, the City may create zoning regulations designed to lessen congestion in the streets; to secure safety from fire, panic and other dangers; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements with the purpose of



# Minutes, City of Southaven, Southaven, Mississippi

considering the character of the district and its peculiar suitability for particular uses, and with a view to conserving the value of buildings, and encouraging the most appropriate use of land throughout the City; and

**WHEREAS**, the City Governing Authorities desire to ensure the long term use and viability of hotel buildings constructed and located within the City to prohibit blight and vacant buildings within the City; and

**WHEREAS**, due to the City's increased tourism and parks program, the number of guests to the City has and will continue to increase and the City desires to provide safety and quality for the visitors along with minimizing the traffic that the City residents experience throughout the year; and

**WHEREAS**, the City Governing Authorities desire to continue to maintain a low crime rate for its citizens by assisting the City Police so that the overabundance of hotels situated all over the City create problems for the adequate enforcement and maintaining of law and order within the City; and

**WHEREAS**, as the City continues to face great demand for the location of hotels, the City Governing Authorities desire to ensure that the number of hotels do not create the overcrowding of land along with the too much of an increase in the temporary concentration of people; thereby, creating increased dangers associated with panic, fire, and mayhem; and

**WHEREAS**, based on the aforementioned legal authority and findings, the City desires to amend the Ordinances to require a conditional use process for hotels; and

**WHEREAS**, the Ordinances, as amended, provide specific guidelines for the governmental authorities, and serves the legitimate City interest; and

**WHEREAS**, the Board authorizes the Mayor, or his designee, to sign such documents or take actions that are necessary or required for the effectuation of the amended Ordinance; and

**WHEREAS**, the City provided fifteen (15) days' notice of the hearing before the City Planning Commission and City Board of Alderman regarding the proposed re-zoning in an official paper or a paper of general circulation in Southaven, Desoto County; and

**NOW, THEREFORE BE IT ORDAINED** BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, BY RESOLUTION OF THE MAYOR AND BOARD

# Minutes, City of Southaven, Southaven, Mississippi

OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND THE CITY OF SOUTHAVEN CODE OF ORDINANCES, TITLE XIII, CHAPTER 12, SECTION 13-12(m) FN 49 AND CHART 4 COMMERCIAL ZONE DISTRICTS as follows:

**Chart 4. Commercial Zone Districts Legend**

Hotel		C 37/49	C 37/49	C 37/49			C 37/49
-------	--	---------	---------	---------	--	--	---------

(49) In addition to all other City of Southaven requirements for conditional use permits as set forth in Title XIII Chapter 9, Hotels submitting to the City of Southaven for conditional use permit must also provide the following documentation for consideration by the City Planning Commission and City Board of Alderman:

- a. Identification on the most recent STR Chain Scale; and
- b. Feasibility market study from a nationally recognized company identifying the market needs for the immediate area of the proposed hotel location within Southaven. This study shall not include the metro Memphis area or the overall Desoto County limits; and
- c. If a conditional use permit is approved by the City Board of Alderman, the conditional use permit shall be valid for an initial two (2) year period. If at the end of the two (2) years, the proposed hotel is not under construction, then the conditional permit shall be voided and formal application to the Planning Commission and the Board of Alderman will be required.

**NOW, THEREFORE BE IT ORDERED** that the City Clerk, pursuant to Miss. Code 21-13-11, provide notice of the adoption of the Ordinance in the Desoto Times for one (1) time.

The foregoing Resolution was seconded by Alderman Payne and brought to a vote as follows:

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

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 7<sup>th</sup> day of February, 2023.

CITY OF SOUTHAVEN, MISSISSIPPI



# Minutes, City of Southaven, Southaven, Mississippi

## **RESOLUTION FOR SPD SOLE SOURCE**

Nick Manley, City Attorney, presented this item to the Board.

Mr. Manley stated that the SPD is requesting the sole source purchase of the BolaWrap 150 from Wrap Technologies. The total for the purchase is \$91,760.25 and will allow the SPD to equip traffic and patrol officers with these restraint devices. The BolaWrap 150 is a remote restraint device designed to be used by law enforcement early in an encounter of someone suffering from a mental health crisis, narcotic induced psychosis, criminal, or other uncooperative behaviors to deescalate situations rapidly so no other force is necessary. The BolaWrap 150 remote restraint is unique and is specifically focused on law enforcement use that is non-lethal and is not intended to use pain compliance to take a subject into custody. The goal of BolaWrap is to de-escalate and to safely take a subject into custody while keeping the officer and the subject safe. The BolaWrap is also designed to be capable of confining a subject's arms against their torso to prevent the subject from physical fighting with an officer or brandishing a weapon. Only BolaWrap provides these exclusive capabilities to law enforcement with its unique design and product capability. The BolaWrap product portfolio is covered by 17 patents issued in the US and 31 patents issued internationally and is manufactured in the United States. After hearing from Mr. Manley, the Board of Alderman considered the following resolution:

### **RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI AUTHORIZING SINGLE SOURCE ITEM PURCHASE**

**WHEREAS**, the City of Southaven Police Department ("City Police") purchase restraint devices designed to be used by the City Police early in an encounter of someone suffering from a mental health crisis, narcotic induced psychosis, criminal, or other uncooperative behaviors to deescalate situations; and

**WHEREAS**, the City Police researched the best restraints to achieve the purpose as set forth above; and

**WHEREAS**, after review and research by the City Police, it is the recommendation of the City Police for the sole source purchase of the BolaWrap 150 ("Bola") from Wrap Technologies ("Wrap"), as Wrap is the Sole Source Manufacturer of the non-lethal Bola remote restraint technology

**WHEREAS**, Bola has a 7.5 foot Kevlar tether and hooks that are a unique patented design to catch into clothing have been specifically built to avoid causing injury and to not use pain as the method to gain control compliance and is also designed to be capable of confining a subject's arms against their torso to prevent the



# Minutes, City of Southaven, Southaven, Mississippi

subject from physical fighting with an officer or brandishing a weapon; and

**WHEREAS**, only Bola provides these exclusive capabilities to law enforcement with its unique design and product capability; and

**WHEREAS**, the ATF has designated Bola as an "any other weapon" as the Bola has been designed to not look or feel like a firearm. The intention behind this unique design is to help prevent any confusion between an officer's lethal and non-lethal weapons; and

**WHEREAS**, the Bola product portfolio is covered by 17 patents issued in the US and 31 patents issued internationally and is manufactured in the United States in Arizona; and

**WHEREAS**, based on the review by the City Police's research team as previously set forth, it is determined that the goods and services solely provided by Wrap are what is needed by the City Police and as set forth in more detail in Exhibit A; and

**WHEREAS**, based on the need by the City Police of the exact products and services as noted above and as specifically set forth in Exhibit A and the sole source letter and justification as set forth in Exhibit B, the City of Southaven Board hereby approves the single source purchase of Bola from Wrap pursuant to Mississippi Code 31-7-13(m)(viii); and

**NOW, THEREFORE, BE IT ORDERED** by the Board of Aldermen of the City, to wit:

1. Pursuant to Mississippi Code 31-7-13(m)(viii), the City Police Department is authorized to purchase Bola from Wrap as set forth in Exhibit A on a single-source basis.
2. The Mayor, City Police Chief or their designee(s) are authorized to spend funds, including grant funds and take all actions to effectuate the intent of this Resolution.

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

Alderman William Jerome	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman George Payne	voted: YES

# Minutes, City of Southaven, Southaven, Mississippi

Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES
Alderman Charlie Hoots	voted: YES

RESOLVED AND DONE, this 7<sup>th</sup> day of February, 2023.

EXHIBIT A

EXHIBIT B

A copy of the sole source letter and quote is attached and fully incorporated into these minutes.

## **PARKS DEPARTMENT PROFESSIONAL SERVICES CONTRACT**

Nick Manley, City Attorney, presented this item to the Board.

Mr. Manley stated that this professional services contract with Lovelace Studios is in the amount of \$6,000.00 for assistance with the design of interior elements at the Snowden House. As has been discussed, the Snowden House experienced extensive water damage from busted pipes. The plan is to have the Snowden House ready for use by Springfest. Alderman Payne made the motion to authorize Mayor Musselwhite to sign the contract with Lovelace Studios. Motion was seconded by Alderman Wheeler.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Jerome	YES
Alderman Kelly	YES
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7<sup>th</sup> day of February, 2023.

A copy of the contract is attached and fully incorporated into these minutes.

## **RESOLUTION FOR RATIFICATION OF UTILITIES DEPARTMENT EMERGENCY REPAIRS**

Nick Manley, City Attorney, presented this item to the Board.

This resolution ratifies the costs for replacement of a motor that failed this past December at the Getwell Water Plant in the amount of \$9,245.00. After hearing from Mr. Manley, the Board of Alderman considered the following resolution:



# Minutes, City of Southaven, Southaven, Mississippi

## RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI FOR DECLARATION OF EMERGENCY EXPENDITURE

**WHEREAS**, the City of Southaven ("City") pursuant to Mississippi Code Section 31-7-13(k) hereby ratifies the expenditures associated with the emergency repairs for the well motor failure at the Getwell Road Water Treatment Plant ("Plant") required for the immediate preservation of order and public health to ensure water to the City's citizens; and

**WHEREAS**, the motor drive unit at the Plant needed to be replaced to ensure water for the City citizens; and

**WHEREAS**, the City Utility Department directed Parks and Parks Well Service, Inc. to replace the motor at the Plant; and

**WHEREAS**, the repairs were necessary to ensure the health and safety of the City's citizens by ensuring adequate water supply; and

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

**SECTION 1.** Pursuant to Mississippi Code 31-7-13(k) and recommendation of the City's Utilities Director, the City Board ratifies the expenditure in the amount of \$9,245.00 to Parks Well Service, Inc. as set forth in Exhibit A, for the replacement of the well motor failure at the Plant.

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

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

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

RESOLVED AND DONE, this 7<sup>th</sup> day of February, 2023.  
Exhibit A

A copy of the invoice is attached and fully incorporated into these minutes.

### **CONTRACT WITH COMCAST FOR PARKS DEPARTMENT**

Nick Manley, City Attorney, presented this item to the Board.

Mr. Manley stated that the amphitheater will require Wi-Fi for the point of sale and other services to work. In order to provide the Wi-Fi, the City Parks Department has proposed to contract with Comcast for the installation and

# Minutes, City of Southaven, Southaven, Mississippi

hardware along with the internet service. The cost for the hardware is \$115,736.61; professional services is \$24,916.81; and cabling is \$71,280.00 for a total of \$211,922.42. In addition, there is a \$215 per month charge for support/service. The service of the Wi-Fi is the service needed as the equipment/hardware is ancillary. Alderman Wheeler made the motion to authorize Mayor Musselwhite to sign the contract. Motion was seconded by Alderman Flores.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Jerome	YES
Alderman Kelly	YES
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7<sup>th</sup> day of February, 2023.

A copy of the contract is attached and fully incorporated into these minutes.

## **REQUEST FOR PROPOSALS FOR SANITATION SERVICES**

Nick Manley, City Attorney, presented this item to the Board.

Mr. Manley stated that as was discussed at the last meeting, request for proposals were approved for sanitation services as Waste Connection indicated it did not want to fulfill the final year of the contract. However, since the last meeting, Waste Connection informed the Mayor that it would honor the final year of the contract with no increase outside of the terms of the contract; thus, the recommendation is to terminate the request for proposals and continue for one (1) more year with Waste Connections. Alderman Payne made the motion to remain in the contract for another year with Waste Connection. Motion was seconded by Alderman Wheeler.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Jerome	YES
Alderman Kelly	YES
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7<sup>th</sup> day of February, 2023.



# Minutes, City of Southaven, Southaven, Mississippi

**RESOLUTION TO SURPLUS EQUIPMENT - PARKS DEPARTMENT**

Nick Manley, City Attorney, presented this item to the Board.

This resolution will authorize surplus of a parks vehicle in accordance with Miss. Code 17-25-25. After hearing from Mr. Manley, the Board of Alderman considered the following resolution:

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

**WHEREAS**, the City of Southaven ("City") Parks Department is presently in possession of vehicles as set forth in Exhibit A ("Vehicles"), which are no longer needed by the City; and

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

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

1. The Vehicles be hereby declared as surplus property.
2. The City Parks Director, or his designee, is hereby authorized and directed to follow Mississippi Code 17-25-25 for the disposition of the Vehicles.

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

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

RESOLVED AND DONE, this 7th day of February, 2023.

Exhibit A

2006	Chevy	Trail Blaz.	1GNTDF13537210790	G40392
------	-------	-------------	-------------------	--------



# Minutes, City of Southaven, Southaven, Mississippi

2006	Ford	Escape	1FMYU03166KA41687	G34822
------	------	--------	-------------------	--------

2013	Ford	Focus	1FADP9F2KDL302638	G63578
------	------	-------	-------------------	--------

## **CONTINUING DISCLOSURE**

Nick Manley, City Attorney, presented this item to the Board.

Mr. Manley stated that the City is required by the Security Exchange Commission, as an entity that has issued bonds, must file its continuing disclosure. This engagement letter will authorize the City (Edi McIlwain) to work with Butler Snow for the dissemination of the continuing disclosure. The fee is the same as the previous years of \$3,000.00. Alderman Flores made the motion to authorize Mayor Musselwhite to sign the engagement letter. Motion was seconded by Alderman Payne.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Jerome	YES
Alderman Kelly	YES
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7<sup>th</sup> day of February, 2023.

A copy of the continuing disclosure engagement letter is attached and fully incorporated into these minutes.

## **RATIFICATION FOR ENTERGY CONTRACT**

Nick Manley, City Attorney, presented this item to the Board.

Mr. Manley stated that during the ice storm, Entergy requested that it be allowed to utilize the Arena for parking of work trucks so that it could respond to emergency outages. As part of the request, a contract was provided requiring Entergy to repair any damage and indemnify the City. Due to the emergency nature of the storm and need for electricity, Wes Brown signed the contract, which now needs to be ratified by the Board. Alderman Hoots made the motion to approve the contract with Entergy. Motion was seconded by Alderman Payne.

Roll call was as follows:

# Minutes, City of Southaven, Southaven, Mississippi

ALDERMAN	VOTED
Alderman Jerome	YES
Alderman Kelly	YES
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7<sup>th</sup> day of February, 2023.

A copy of the contract is attached and fully incorporated into these minutes.

## **CONTRACT WITH COMSERV SERVICES, LLC**

Nick Manley, City Attorney, presented this item to the Board.

In order to provide routine maintenance and inspection of the tornado sirens, Dylan Brink has recommended that the City utilize the services of ComServ. ComServ will provide an annual inspection of each siren for \$985 per siren, which will also include one (1) extra call per year per siren. In addition, battery change outs will be \$1,100 each based on four (4) batteries each labor and parts. Motion was seconded by Alderman Kelly.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Jerome	YES
Alderman Kelly	YES
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7<sup>th</sup> day of February, 2023.

A copy of the contract is attached and fully incorporated into these minutes.

## **ENGINEERING WORK AUTHORIZATION FOR AIRWAYS AND GUTHRIE DRIVE SIGNAL IMPROVEMENTS**

Nick Manley, City Attorney, presented this item to the Board.

Mr. Manley stated that this work authorization will authorize Civil Link to provide engineering, design, and permitting services for the Airways and Guthrie Signal improvements in an amount not to exceed \$30,000 along with



# Minutes, City of Southaven, Southaven, Mississippi

the services of construction, engineering, and inspection for the signal in an amount not to exceed \$20,000. The work authorization is consistent with Civil Link's Master Agreement. Alderman Hoots made the motion to authorize Mayor Musselwhite to sign the work authorization. Motion was seconded by Alderman Jerome.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Jerome	YES
Alderman Kelly	YES
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7<sup>th</sup> day of February, 2023.

A copy of the work authorization attached and fully incorporated into these minutes.

## **PLANNING AGENDA**

Planning Agenda presented by Whitney Cook, Director of Planning & Development.

Item #1      Application by Vinu Patel for subdivision approval of Mainstreet- BLSC Subdivision on the north side of Stateline Road, west of Airways Blvd.

Mrs. Choat-Cook stated that the applicant is requesting subdivision approval to remove lots 2 and 3 from the existing BLSC Subdivision on the north side of Stateline Road, west of Airways Blvd. There is an approved project which is designed within the boundaries of several individual lots in several different subdivisions. To ensure compliance with that project, the developer must clean up these subdivisions by removing the lots being used in the project which can then be combined under one ownership and under one subdivision. This application removes lots 2 and 3 but leaves lot 1 formally platted. Prior to this submittal, the applicant submitted a subdivision application with all lots combined for the project. Staff comments were as follows, "The applicant will need to first have all of the properties vacated from their existing subdivisions. The city cannot approve and plat properties that are already in formally filed subdivisions. The applicant will need to revise all three existing plats prior to this submittal. Per city ordinance Sec. 12-127, "The corrected plat shall be filed as a separate revision of the subdivision, to include a notation attached to the originally recorded plat showing revisions made and location of corrected plat, and a title certificate may be required on the corrected plat. Signatures of property owners affected by the subdivision revision shall be placed on the final plat revision. Property owners affected shall be defined as



# Minutes, City of Southaven, Southaven, Mississippi

those across the street from the area being revised and lots immediately adjacent to the lots being revised. Mrs. Choat-Cook stated that the applicant is complying with staff's request with this subdivision application and made the recommendation to approve with the above stated comments. Alderman Kelly made the motion to approve the application by Vinu Patel. Motion was seconded by Alderman Hoots.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Jerome	YES
Alderman Kelly	YES
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7<sup>th</sup> day of February, 2023.

A copy of the staff report and final plat are attached and fully incorporated into these minutes.

Item #2      Application by Greg Dickerson for subdivision approval to revise the Bill Larue Tchulahoma Road Subdivision on the east side of Tchulahoma Road, south side of King Road

Mrs. Choat-Cook stated that the applicant is requesting subdivision approval to revise the Bill Larue Tchulahoma Road Subdivision lot 6 on the east side of Tchulahoma Road, south side of King Road. The proposal takes the existing lot 6 with 1.83 acres and subdivides it into two lots with lot 6a having 1.01 acres and lot 6b with 0.82 acres. The request is for the owner to title over lot 6b to his daughter to allow for a home to be built in her name. There are no road or infrastructure improvement proposed or necessary with this request. Currently on King Road there have been two other request similar in nature to this one which allowed for family members to title lands over to others for a home to be built. There was no negative response to those request and staff does not believe that would be the case with this request either. It is noted, per the ordinance that, "The applicant will need to first have all of the properties vacated from their existing subdivisions. The city cannot approve and plat properties that are already in formally filed subdivisions. The applicant will need to revise all three existing plats prior to this submittal. Per city ordinance Sec. 12-127, 'The corrected plat shall be filed as a separate revision of the subdivision, to include a notation attached to the originally recorded plat showing revisions made and location of corrected plat, and a title certificate may be required on the corrected plat. Signatures of property owners affected by the subdivision revision shall be placed on the final plat revision. Property owners affected shall be defined as those across the street from the area being revised and



# Minutes, City of Southaven, Southaven, Mississippi

lots immediately adjacent to the lots being revised.” Mrs. Choat-Cook stated that staff sees no issue with the request pending the plats comply with the above stated ordinance prior to recording. Alderman Flores made the motion to approve the application by Greg Dickerson. Motion was seconded by Alderman Jerome.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Jerome	YES
Alderman Kelly	YES
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7<sup>th</sup> day of February, 2023.

A copy of the staff report and plat are attached and fully incorporated into these minutes.

Item #3      Application by Gro-Mart Associates for design review approval of a Scooters Coffee Shop to be located on the south side of Goodman Road, west of Malone Road

Mrs. Choat-Cook stated that the applicant is requesting design review approval for a 664 sq. ft. coffee kiosks to be located on the south side of Goodman Road, west of Malone Road. Building elevations and landscaping plan were submitted. Staff believes the proposed elevations provide a nice neutral mixture of colors and materials. Staff has no comments regarding the building. Staff has provided a comment sheet for the landscaping which identifies some changes that will be required including:

1. The streetscape width along Goodman Road is required to be a minimum of twenty (20) feet;
2. The green space on the west side of the building should incorporate a landscape design as opposed to solid grass area;
3. The spaces between the drive isle template going to Malone Road should either carry continuously and bring in additional shrubbery materials or a cluster of three crape myrtles should be put in place;
4. A planting bed should be incorporated on each side of the entry point on Malone and the east side of the entrance on Goodman Road;
5. A tight line of evergreen ornamentals should be placed around the dumpster enclosure.



# Minutes, City of Southaven, Southaven, Mississippi

The applicant did not submit a photometric plan; however, as with all new construction sites, a decorative light is required. The applicants proposed lighting spec is acceptable. Mrs. Choat-Cook stated that it is staff's recommendation that the lighting be placed on each side of the entry points and along the frontage drive isle to further enhance the screening of this drive. Alderman Payne made the motion to approve the application by Gr-Mart Associates. Motion was seconded by Alderman Kelly.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Jerome	YES
Alderman Kelly	YES
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7<sup>th</sup> day of February, 2023.

A copy of the staff report, building elevations, and landscape plan are attached and fully incorporated into these minutes.

## **MAYOR'S REPORT**

### Approval to Advertise for Generators

Alderman Hoots made the motion to authorize advertising for generators needed by the Police and Utilities Department. Motion was seconded by Alderman Jerome.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Jerome	YES
Alderman Kelly	YES
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7<sup>th</sup> day of February, 2023.

### Weather Challenges

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



<b>Date of Hearing:</b>	November 28, 2022
<b>Public Hearing Body:</b>	Planning Commission
<b>Applicant:</b>	Stateline Road West Center, LLC 760 Briscoe Blvd Lawrenceville, GA 30046 770-685-7305
<b>Total Acreage:</b>	1.38 acres
<b>Existing Zone:</b>	Planned Commercial (C-3)
<b>Location of Subdivision Application</b>	Northwest corner of Stateline Road and Airways Blvd.
<b>Comprehensive Plan Designation:</b>	Commercial

**Staff Comments:**

The applicant is requesting subdivision approval to remove lots 2 and 3 from the existing BLSC Subdivision on the north side of Stateline Road, west of Airways Blvd. There is an approved project which is designed within the boundaries of several individual lots in several different subdivisions. To ensure compliance with that project, the developer must clean up these subdivisions by removing the lots being used in the project which can then be combined under one ownership and under one subdivision. This application removes lots 2 and 3 but leaves lot 1 formally platted.

**Staff Recommendations:**

Prior to this submittal, the applicant submitted a subdivision application with all lots combined for the project. Staff comments were as follows, *"The applicant will need to first have all of the properties vacated from their existing subdivisions. The city cannot approve and plat properties that are already in formally filed subdivisions. The applicant will need to revise all three existing plats prior to this submittal. Per city ordinance Sec. 12-127, 'The corrected plat shall be filed as a separate revision of the subdivision, to include a notation attached to the originally recorded plat showing revisions made and location of corrected plat, and a title certificate may be required on the corrected plat. Signatures of property owners affected by the subdivision revision shall be placed on the final plat revision. Property owners affected shall be defined as those across the street from the area being revised and lots immediately adjacent to the lots being revised.'*

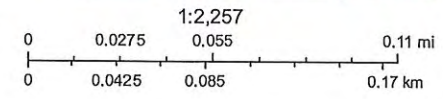
*Staff recommends tabling this item to allow time for compliance with the revisions for the three existing subdivisions."*



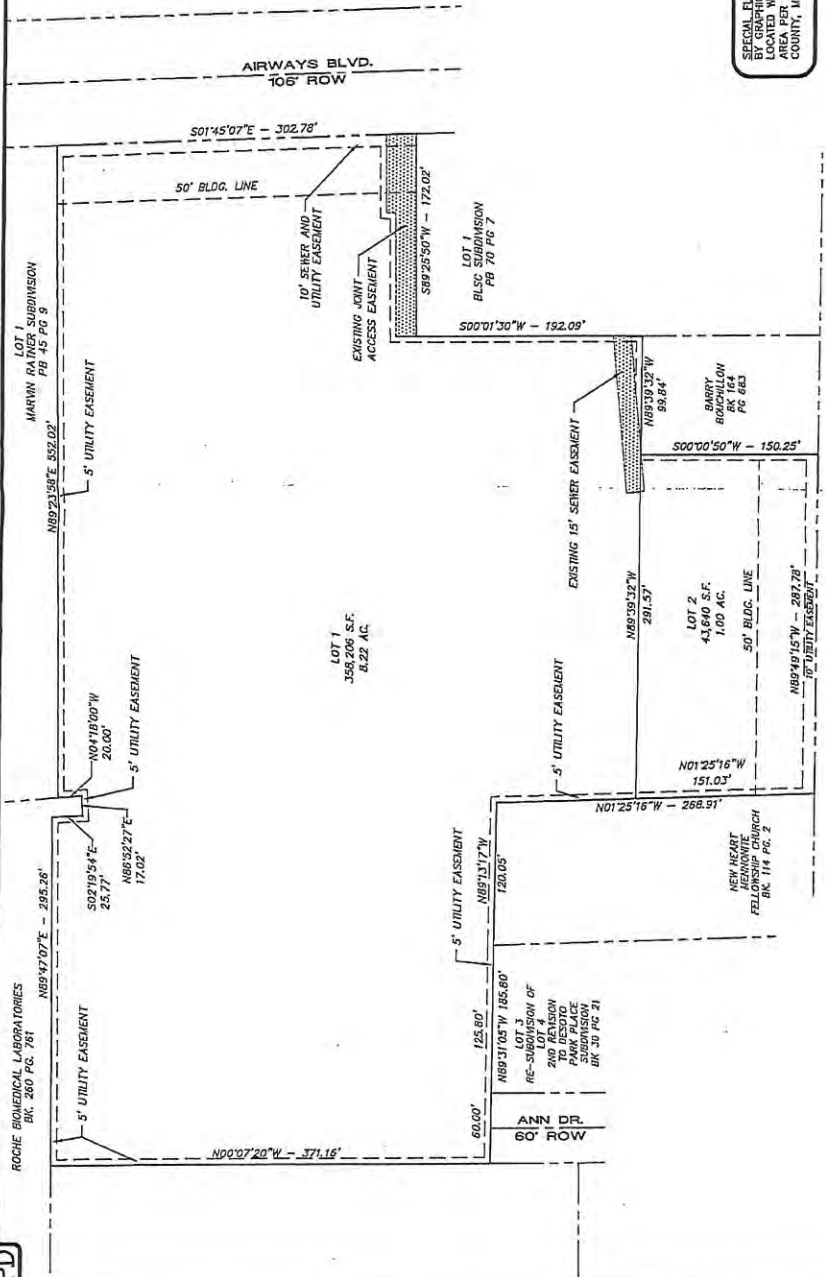
The applicant is complying with staff's request with this subdivision application. Staff recommends approval with the above stated comments.



October 3, 2022







**SPECIAL FLOOD HAZARD STATEMENT**  
 IN ACCORDANCE WITH THE FLOOD DAMAGE PREVENTION AND  
 REDUCTION ACT OF 1973 (FEDERAL MAP NUMBER 28033C0076G, DESOTO  
 COUNTY, MISSISSIPPI, EFFECTIVE DATE OF JUNE 4, 2007.

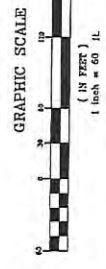
**FINAL PLAT**  
**OF**  
**MAIN STREET - BLSG**  
**SUBDIVISION**

SECTION 13, T-1-S, R-8-W  
 CITY OF SOUTHAVEN, DESOTO COUNTY  
 1" = 60'

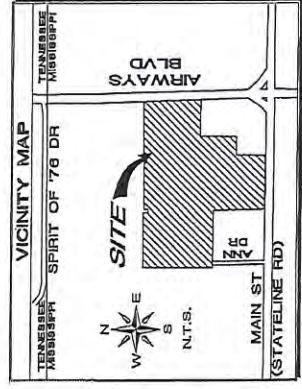
SEPTEMBER, 2022

ZONING: RUD  
 TOTAL AREA: 9.22 AC.  
 TOTAL LOTS: 2  
 OWNER/DEVELOPER:

VINU PATEL  
**IPD, LLC**  
 ENGINEERING  
 550 W. MAIN STREET  
 SUITE 100  
 SOUTHAVEN, MISSISSIPPI 38686  
 TEL: 662-341-1918



- NOTES:**
1. MINIMUM SETBACKS ARE AS FOLLOWS:  
 50' FRONT YARD
  2. A 10 FOOT WIDE UTILITY EASEMENT IS REQUIRED ON ALL STREET FRONTS. A 5' WIDE UTILITY EASEMENT IS REQUIRED ON ALL SIDES OF EACH LOT LINE. A 5' WIDE UTILITY EASEMENT IS REQUIRED ALONG ALL REAR LOT LINES UNLESS OTHERWISE NOTED.
  3. WATER AND SEWER SERVICE WILL BE PROVIDED BY THE CITY OF SOUTHAVEN.
  4. 1/2" STEEL PIPES IS SET ON ALL REAR PROPERTY CORNERS AND NEAR PROPERTY MARKS ARE MADE ON THE CURB AT THE EXTENDED PROPERTY LINE AND ARE FOR REFERENCE ONLY.

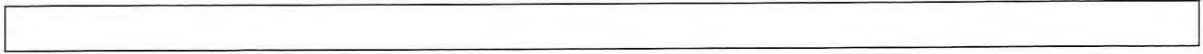


**City of Southaven  
Office of Planning and Development  
Subdivision Staff Report**



<b>Date of Hearing:</b>	January 30, 2023
<b>Public Hearing Body:</b>	Planning Commission
<b>Applicant:</b>	Greg Dickerson c/o Jones Davis and Associates 8849 Centre Street #3 Southaven, MS 38671 662-342-7273
<b>Total Acreage:</b>	1.83 acres
<b>Existing Zone:</b>	Agricultural (AG)
<b>Location of Subdivision Application</b>	East side of Tchulahoma Road, south of King Road
<b>Comprehensive Plan Designation:</b>	Low Density residential
<b>Staff Comments:</b>	
<p>The applicant is requesting subdivision approval to revise the Bill Larue Tchulahoma Road Subdivision lot 6 on the east side of Tchulahoma Road, south side of King Road. The proposal takes the existing lot 6 with 1.83 acres and subdivides it into two lots with lot 6a having 1.01 acres and lot 6b with 0.82 acres. The request is for the owner to title over lot 6b to his daughter to allow for a home to be built in her name. There are no road or infrastructure improvement proposed or necessary with this request.</p>	
<b>Staff Recommendations:</b>	
<p>Currently on King Road there have been two other request similar in nature to this one which allowed for family members to title lands over to others for a home to be built. There was no negative response to those request and staff does not believe that would be the case with this request either. It is noted, per the ordinance that, <i>"The applicant will need to first have all of the properties vacated from their existing subdivisions. The city cannot approve and plat properties that are already in formally filed subdivisions. The applicant will need to revise all three existing plats prior to this submittal. Per city ordinance Sec. 12-127, 'The corrected plat shall be filed as a separate revision of the subdivision, to include a notation attached to the originally recorded plat showing revisions made and location of corrected plat, and a title certificate may be required on the corrected plat. Signatures of property owners affected by the subdivision revision shall be placed on the final plat revision. Property owners affected shall be defined as those across the street from the area being revised and lots immediately adjacent to the lots being revised."</i></p> <p>Staff sees no issue with the request pending the plats comply with the above stated ordinance prior to recording.</p>	

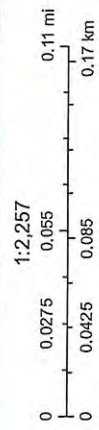








January 12, 2023

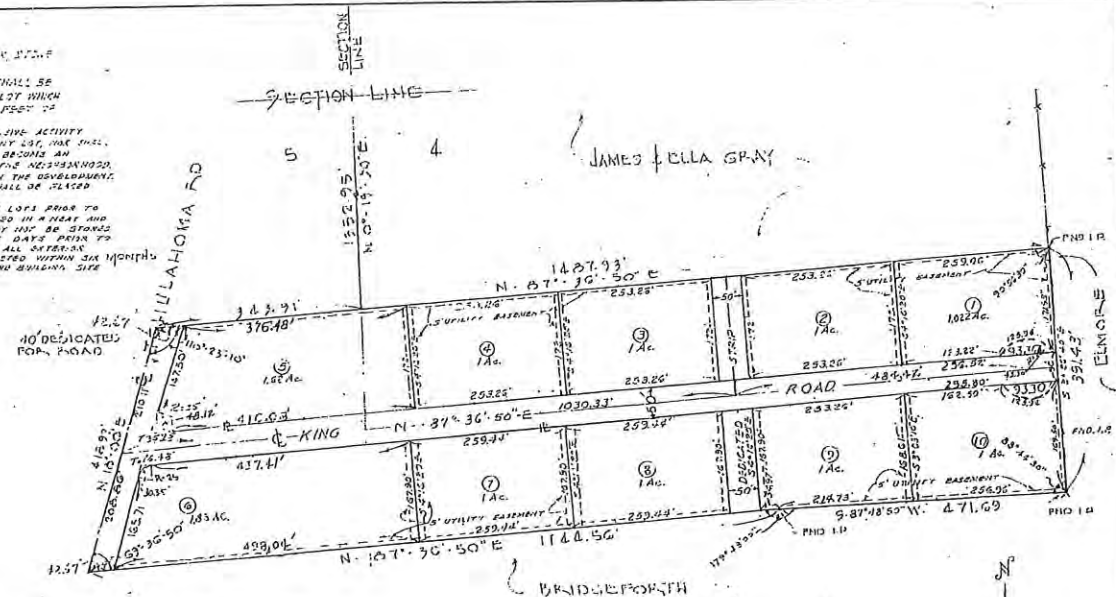




**RESTRICTIONS**

1. RESIDENCE TO BE SET BACK 25.00' OR GREATER SETBACK.
2. NO RESIDENTIAL STRUCTURE SHALL BE ERECTED OR PLACED ON ANY LOT WHICH HAS LESS THAN 5000 SQUARE FEET OF INTERIOR FLOOR AREA.
3. NO NOISY TRADE OR OPERATIVE ACTIVITY SHALL BE PERMITTED IN ANY LOT AND SHALL NOT BE CONSIDERED AS A BUSINESS OR INDUSTRY OR ACTIVITIES TO THE NEIGHBORHOOD.
4. NO SIGNAGE WILL BE ALLOWED ON THE DEVELOPMENT.
5. NO TRUCKS OR TRAILERS SHALL BE KEPT ON THE LOTS.
6. BUILDING MATERIALS PLACED ON LOTS PRIOR TO CONSTRUCTION MUST BE STACKED IN NEAT AND ORDERLY MANNER. MATERIALS MAY NOT BE STORED ON LOTS LONGER THAN 30 DAYS PRIOR TO THE START OF CONSTRUCTION. ALL STREET-SIDE CONSTRUCTION MUST BE COMPLETED WITHIN SIX MONTHS AFTER IT IS STARTED AND THE BUILDING SHALL BE COMPLETED.

Approved by the Planning Commission of the City of Des Moines, Iowa on 11/11/77 by Resolution No. 11-77  
 Attest: *[Signature]*  
 City Clerk



**DESCRIPTION**

A 14.042 AC. TRACT BEING 3.025 AC. IN THE NW/4 OF SEC. 5 TOWNSHIP 2 RANGE 7 WEST & 10500 G. AC. IN THE NW/4 OF SEC. 4, T. 2, R. 7 W. IN DESMOINES CITY, MISSISSIPPI.

**CERTIFICATE OF SURVEY**

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON AND THAT THIS PLAN CORRECTLY REPRESENTS THE SURVEY THEREOF AND THAT THE SAME IS TRUE AND CORRECT.

**DECLARATION**

I, BILL LAPUE, THE UNDERSIGNED OWNER OF THE PROPERTY HEREON, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE STREETS AS SHOWN TO PUBLIC USE FOREVER, AND CERTIFY THAT I AM THE OWNER, IN FEES SIMPLE, AND THAT SAID PROPERTY IS NOT ENCUMBERED BY ANY MORTGAGE OR ANY TAXES THAT HAVE BECOME DUE AND PAYABLE.

*[Signature]*  
 BILL LAPUE

STATE OF MISSISSIPPI  
 COUNTY OF DESMOINES  
 I PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, BILL LAPUE, WHO ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE FOREGOING PLAN FOR THE PURPOSES THEREIN MENTIONED AND WITNESSED MY HAND AND OFFICIAL SEAL THIS THE 18 DAY OF February 19 77  
*[Signature]*  
 Notary Public  
 MY COMMISSION EXPIRES \_\_\_\_\_  
 (Old Job 1434324)

APPROVED BY THE DESOTO COUNTY PLANNING COMMISSION  
 DATE: 11/11/77  
 BY *[Signature]* CHAIRMAN

ATTEST: *[Signature]*  
 SECRETARY

APPROVED BY THE BOARD OF SUPERVISORS, DESOTO COUNTY, MISSISSIPPI  
 DATE: 11/11/77  
 BY *[Signature]* PRESIDENT

ATTEST: *[Signature]*  
 CLERK OF THE BOARD

STATE OF MISSISSIPPI, COUNTY OF DESOTO  
 I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT 10 O'CLOCK ON THE 18 DAY OF Feb 1977 AND WAS IMMEDIATELY RECORDED IN PLAT BOOK PAGE 74  
*[Signature]*  
 CHANCERY CLERK

GRAPHIC SCALE  
 AREA 14.042 ACRES  
 ZONED \_\_\_\_\_

BILL LAPUE  
 TCHULAHOMA RD. SUBDIV.  
 TOM KING  
 LAND SURVEYOR  
 3035 KINGSBALL RD. MEMPHIS, TENN. 38118  
 MISSISSIPPI CERTIFICATE LS 1162  
 SURVEY BY T.R. KING DRAWN BY P.L.L.  
 JOB No. 225  
 DATE: FEB 18, 1977 SCALE: 1"=100'

DEVELOPER: WILCO LAND  
 DATE: FEB 18, 1977 SCALE: 1"=100'

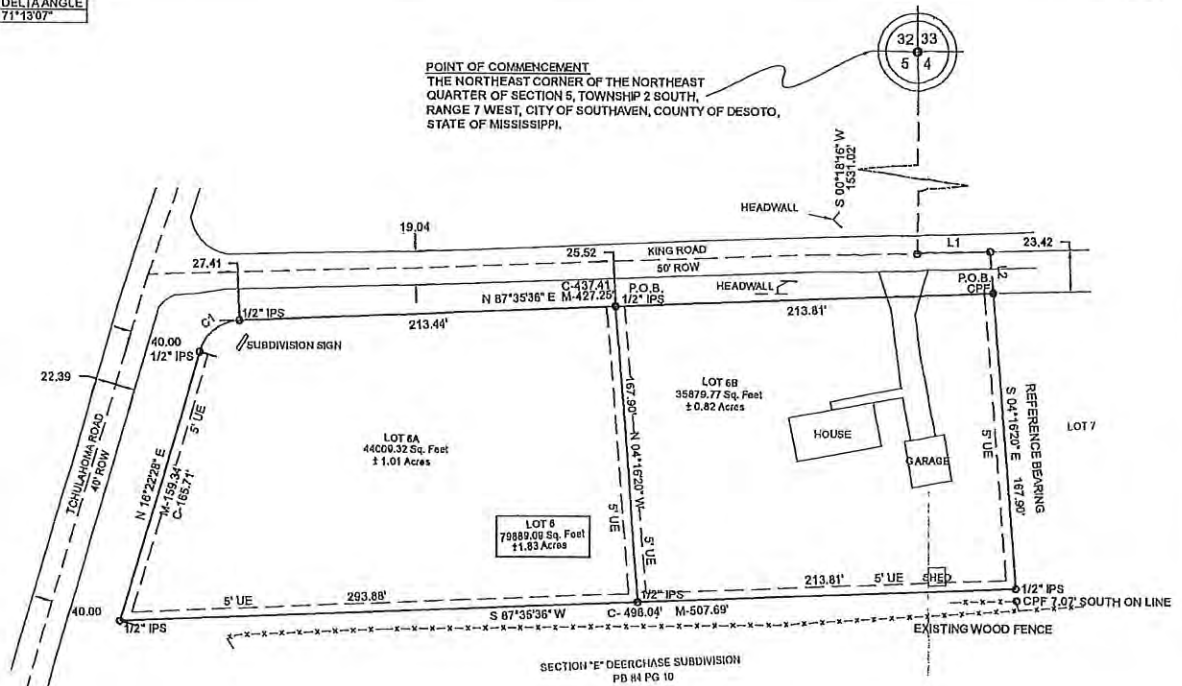
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	31.08'	29.11'	N 51°59'02" E	71°13'07"

LINE	BEARING	DISTANCE
L1	N 88°26'09" E	42.13'
L2	S 04°16'20" E	23.45'

LEGEND:

IPS	1/2" IRON PIN SET
CPF	1" CONDUIT PIPE FOUND
ROW	RIGHT OF WAY
P.O.B.	POINT OF BEGINNING
UE	UTILITY EASEMENT
FENCE	-x-x-x-x-x-x-x-x-

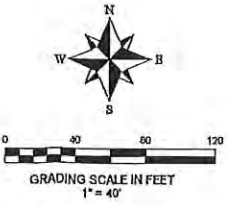
POINT OF COMMENCEMENT  
 THE NORTHEAST CORNER OF THE NORTHEAST  
 QUARTER OF SECTION 5, TOWNSHIP 2 SOUTH,  
 RANGE 7 WEST, CITY OF SOUTHAVEN, COUNTY OF DESOTO,  
 STATE OF MISSISSIPPI.



- NOTES:
1. BEARINGS REFERENCED TO THE WEST LINE OF LOT 7 BILL LARUES TCHULAHOMA RD SUBDIVISION, AS RECORDED IN PLAT BOOK 8, PAGE 44 IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI.
  2. DATE OF SURVEY: 2 JUNE 2022. THIS IS A CLASS "B" SURVEY.
  4. 1/2"x18" IRON PINS SET ON ALL PROPERTY CORNERS NOT SHOWN AS FOUND; UNLESS OTHERWISE NOTED.
  5. NO PORTION OF THIS PROPERTY LIES WITHIN AN IDENTIFIED ARE OF INCREASED FLOOD RISK PER F.E.M.A. F.I.R.M. MAP NO. 28030C0079H DATED 05/05/2014. HOWEVER THIS DOES NOT INCLUDE THE POSSIBILITY OF ON SITE LOCAL FLOODING.
  6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. ONLY THE DOCUMENTS SHOWN WERE USED IN THE PREPARATION OF THIS SURVEY THOUGH OTHER DOCUMENTS MAY AFFECT THIS PROPERTY. THERE MAY BE OTHER DOCUMENTS THAT ARE UNKNOWN TO THIS SURVEYOR THAT MAY AFFECT THIS PROPERTY.

THIS IS TO CERTIFY THAT THIS PLAT WAS DRAWN FROM A GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION OF THE PHYSICAL FEATURES FOUND AND IS TRUE AND ACCURATE TO THE BEST OF KNOWLEDGE AND BELIEF.

BY: ROBERT G. JONES MS PLS 2614



FIRST REVISION TO  
**LOT 6 BILL LARUES  
 TCHULAHOMA RD SUBDIVISION  
 PB 8 PG 44  
 2 LOTS/± 1.83 ACRES**

LOCATED IN PARTS OF THE SOUTHEAST 1/4, OF THE  
 NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 2 SOUTH,  
 RANGE 7 WEST, AND PARTS OF THE SOUTHWEST 1/4 OF  
 THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 SOUTH,  
 RANGE 7 WEST, CITY OF SOUTHAVEN,  
 COUNTY OF DESOTO, STATE OF MISSISSIPPI



8849 CENTRE ST, SUITE 3, SOUTHAVEN, MS 38671  
 PHONE: (662) 342-7273  
 FAX: (662) 342-5395



OWNER'S CERTIFICATE

I, \_\_\_\_\_  
HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHTS-OF-WAY FOR THE USE OF ROADS AND UTILITY  
EASEMENTS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE COUNTY OF DESOTO, 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\_\_\_\_.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

NOTARY'S CERTIFICATE  
STATE OF MISSISSIPPI, COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_\_\_, WITHIN MY JURISDICTION, THE WITHIN NAMED \_\_\_\_\_  
WHO ACKNOWLEDGED THAT HE / SHE EXECUTED THE FOREGOING CERTIFICATE, FOR THE PURPOSE THEREIN MENTIONED AFTER HAVING BEEN AUTHORIZED  
TO DO SO.

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

OWNER'S CERTIFICATE

I, \_\_\_\_\_  
HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHTS-OF-WAY FOR THE USE OF ROADS AND UTILITY  
EASEMENTS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE COUNTY OF DESOTO, 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\_\_\_\_.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

NOTARY'S CERTIFICATE  
STATE OF MISSISSIPPI, COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_\_\_, WITHIN MY JURISDICTION, THE WITHIN NAMED \_\_\_\_\_  
WHO ACKNOWLEDGED THAT HE / SHE EXECUTED THE FOREGOING CERTIFICATE, FOR THE PURPOSE THEREIN MENTIONED AFTER HAVING BEEN AUTHORIZED  
TO DO SO.

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

OWNER'S CERTIFICATE

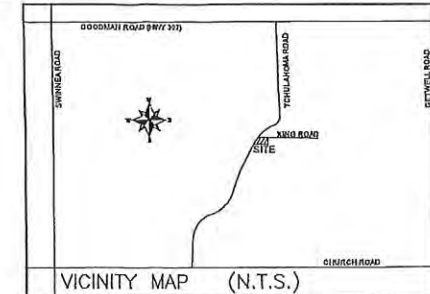
I, \_\_\_\_\_  
HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHTS-OF-WAY FOR THE USE OF ROADS AND UTILITY  
EASEMENTS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE COUNTY OF DESOTO, MISSISSIPPI, FOR THE PUBLIC USE  
FOREVER. I CERTIFY THAT I \_\_\_\_\_ AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT  
NO TAXES HAVE BECOME DUE AND PAYABLE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

NOTARY'S CERTIFICATE  
STATE OF MISSISSIPPI, COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_\_\_, WITHIN MY JURISDICTION, THE WITHIN NAMED \_\_\_\_\_  
WHO ACKNOWLEDGED THAT HE / SHE EXECUTED THE FOREGOING CERTIFICATE, FOR THE PURPOSE THEREIN MENTIONED AFTER HAVING BEEN AUTHORIZED  
TO DO SO.

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_



CITY OF SOUTHAVEN PLANNING COMMISSION

APPROVED BY THE CITY OF SOUTHAVEN PLANNING COMMISSION ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

ATTEST \_\_\_\_\_ SECRETARY \_\_\_\_\_ CHAIRPERSON

CITY OF SOUTHAVEN  
MAYOR AND BOARD OF ALDERMEN

APPROVED BY THE MAYOR AND BOARD OF ALDERMEN ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

ATTEST \_\_\_\_\_ CITY CLERK \_\_\_\_\_ MAYOR

CHANCERY CLERK'S CERTIFICATE  
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 INDEXES AND DULY

RECORDED IN PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.

CHANCERY CLERK \_\_\_\_\_

FIRST REVISION TO  
**LOT 6 BILL LARUES  
TCHULAHOMA RD SUBDIVISION  
PB 8 PG 44  
2 LOTS/± 1.83 ACRES**

LOCATED IN PARTS OF THE SOUTHEAST 1/4, OF THE  
NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 2 SOUTH,  
RANGE 7 WEST, AND PARTS OF THE SOUTHWEST 1/4 OF  
THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 SOUTH,  
RANGE 7 WEST, CITY OF SOUTHAVEN,  
COUNTY OF DESOTO, STATE OF MISSISSIPPI



8149 CENTRE ST, SUITE 3, SOUTHAVEN, MS 38671  
PHONE: (662) 342-7273  
FAX: (662) 342-5358

**City of Southaven  
Office of Planning and Development  
Design Review Staff Report**



<b>Date of Hearing:</b>	January 30, 2023
<b>Public Hearing Body:</b>	Planning Commission
<b>Applicant:</b>	Gro-Mart Associates 40 S. Main Street Suite 2900 Memphis, TN 38103 901-577-6140
<b>Total Acreage:</b>	1.23 acres
<b>Existing Zone:</b>	Planned Commercial (C-4)
<b>Location of Design Review Application</b>	Southwest corner of Goodman Road and Malone Road
<b>Comprehensive Plan Designation:</b>	Commercial

**Staff Comments:**

The applicant is requesting design review approval for a 664 sq. ft. coffee kiosks to be located on the south side of Goodman Road, west of Malone Road. The following items were submitted:

**Building Elevations:**

The building is designed as a single store structure with a flat roof line which slopes to the rear of the building for run off purposes. The building is proposed as a mixture of thin brick shown in Charcoal gray and a hardi cement panel in "Skyline steel". The hardi panel has a smooth finish and is proposed as rectangular panels to give some depth and design to the material. The building is not designed for customer entrance, so the frontage of the building, which faces Goodman Road shows a single two pane window line with the brick shown to the top line of the window. The hardi panel is shown above the window line which is capped with a hardi panel shown in black. The front window along with the rest of the main window lines have red awnings. Along both sides the applicant is showing the brick wrapping the corners and extending about half way along the side facades with the hardi panel above. At the half way point, the hardi panel takes on the entire wall façade. There are three small decorative windows on each side of the building with decorative down lighting above them for accenting purposes. The rear of the building is shown completely in the brick veneer dark gray.

**Landscaping:**

The applicant is showing the following list of materials for the landscape design:

Shade trees: Southern Red Oak caliper at 3.0" caliper



Ornamental trees: Pink Velour Crape Myrtle at 2.5" caliper and 10'-12' minimum height  
Shrubs: Dwarf Yaupon holly with a five (5) gallon minimum  
Additional materials include Bermuda grass and hydro seed.

The applicant shows incremental plantings along the access drive to Malone Road with a typical section having a staggered double row of the holly shrubs and the Southern oaks. The frontage along Goodman Road also includes three crape myrtles within the section. Between the planting beds, the applicant shows seeded area only. There are two oaks planted at the rear of the site on each end of the parking lot.

The applicant has submitted a lighting spec which is shown as the decorative acorn single head lights; however, staff does not see a photometric plan which identifies where the lights are to be located.

**Staff Recommendations:**

Staff believes the proposed elevations provide a nice neutral mixture of colors and materials. Staff has no comments regarding the building.

Staff has provided a comment sheet for the landscaping which identifies some changes that will be required including:

1. The streetscape width along Goodman Road is required to be a minimum of twenty (20) feet;
2. The green space on the west side of the building should incorporate a landscape design as opposed to solid grass area;
3. The spaces between the drive isle template going to Malone Road should either carry continuously and bring in additional shrubbery materials or a cluster of three crape myrtles should be put in place;
4. A planting bed should be incorporated on each side of the entry point on Malone and the east side of the entrance on Goodman Road;
5. A tight line of evergreen ornamentals should be placed around the dumpster enclosure.

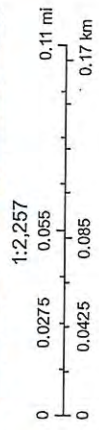
The applicant did not submit a photometric plan; however, as with all new construction sites, a decorative light is required. The applicants proposed lighting spec is acceptable. It is staffs recommendation that the lighting be placed on each side of the entry points and along the frontage drive isle to further enhance the screening of this drive.

Staff has no further comments and recommends approval.

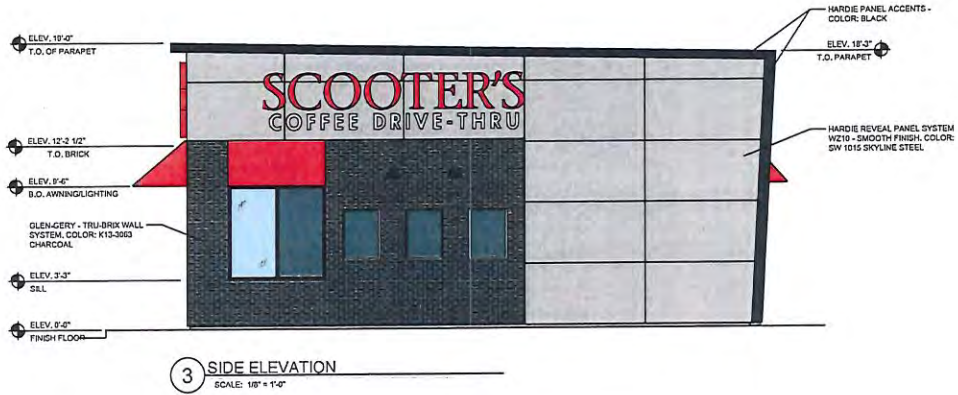
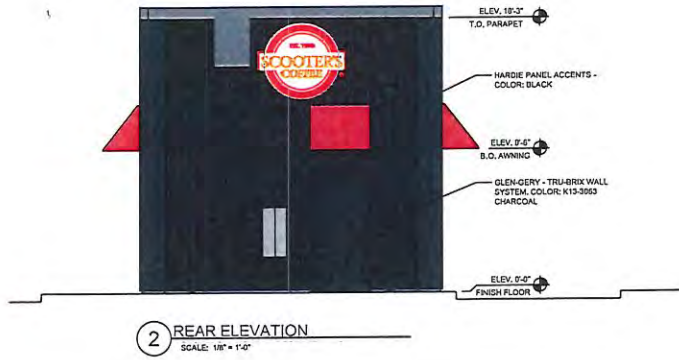
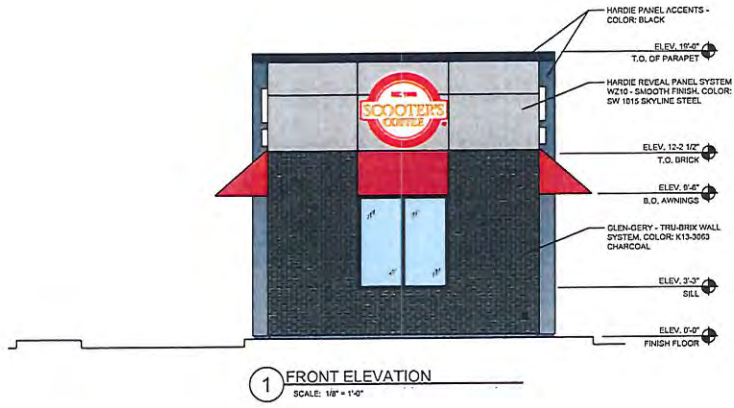




January 12, 2023











All national, state, and local building code requirements must be followed and where they are more stringent than the Reveal® Panel System installation requirements, state and local requirements will take precedence.

### Document Scope

This document applies to the Reveal® Panel System. The use of this product is limited to buildings not exceeding 85 feet in height.

### General Description

Reveal Panel System is a noncombustible fiber-cement panel siding, manufactured by James Hardie Building Products Inc.

### Product Dimensions

Thickness – 7/16 inch      Length – 95½ inches      Width – 47½ inches

### Product Composition

Reveal panels used in the Reveal Panel System are a *Grade II, Type A*, fiber-cement flat sheet as defined by ASTM C 1186. The panels are manufactured by the Hatschek process and cured by high pressure steam autoclaving.

### Code Compliance

#### Reveal Panel System complies with:

- The 2006, 2009, 2012, and 2015 International Building Code® (IBC) Section 1404.10 and 2006, 2009, 2012, and 2015 International Residential Code® (IRC) Table R703.4 and Section R703.10.1 as ASTM C 1186 Grade II, Type A (ISO 8336, Category A, Class 2) Fiber Cement.

#### Wind Design:

- Design Tables 2 and 3 provide allowable capacity in mph for transverse load conditions for the Reveal Panel System attached to either wood framing, wood furring, metal framing, metal hat channel, metal or z-girt, tested in accordance to ASTM E 330.
- Wood framing and furring shall have a specific gravity of 0.42 or greater unless otherwise stated.
- Metal framing and furring shall be a minimum of 20 gauge (33 mil) structural to a maximum of 16 gauge (54 mil).

#### Fire Characteristics:

- Reveal Panel System is classified as noncombustible when tested in accordance with ASTM E136.
- Reveal Panel System may be used in ASTM E119 fire resistance rated assemblies as listed by Warnock Hersey (for more information, contact James Hardie at 1-888 J-HARDIE (1-888 542-7343) or [info@JamesHardie.com](mailto:info@JamesHardie.com)): 60 minute designs JH/FCS 60-01, JH/FCS 60-02, and JH/FCS 60-03. 120 minute designs JH/FCS 120-01 and JH/FCS 120-02.
- Reveal Panel System are Class A material according to 2006, 2009, 2012, and 2015 IBC Section 803.1.1. Surface burning characteristics in accordance with ASTM E 84: Flame Spread Index = 0 and Smoke Developed Index ≤ 5.
- The building official reserves the right to approve alternate materials, design and methods of construction based on research reports and/or tests based on 2006, 2009, 2012, and 2015 IBC Section 104.11, 2006, 2009, 2012, and 2015 IRC Section R104.11.
- Test reports can be furnished to the building official upon request, contact your local James Hardie sales representative.

### Installation Requirements

- Reveal Panel System shall be installed on exterior walls braced in accordance with the applicable building code.
- A water-resistive barrier complying with Section 1403.2 of the IBC or Section R703.2 of the IRC is required to be installed.
- Install the Reveal Panel System in accordance with this report and the James Hardie published installation requirements. For a copy contact your local James Hardie sales representative or visit [www.JamesHardiePros.com](http://www.JamesHardiePros.com).

**Table 1, Reveal Panel System ASTM C 1186 Physical Properties and Supplementary Requirements**

Warnock Hersey  
AUTHORIZATION TO  
MARK



**Intertek**  
LISTED

Client # 8518,  
17832

**Intertek**

	ASTM Test Method	General Property	Unit or Characteristic	Requirement	Result
Physical Attributes	ASTM C1185	Dimensional Tolerances	Length	± 0.5% or ±1/4 in	Pass
			Width	± 0.5% or ±1/4 in	
			Thickness	± 0.04 in	
			Squareness	<1/32 in/ft of length	
		Edge Straightness	<1/32 in/ft of length		
	ASTM C1185	Density, lb/ft <sup>3</sup>		As reported	<75
	ASTM C1185	Water Tightness	Physical Observations	No drop formation	Pass
	ASTM C1185	Flexural Strength	Wet conditioned, psi	>1015 psi	Pass
			Equilibrium conditioned, psi	>1450 psi	
Durability	ASTM C1185	Warm Water Resistance, Observations	Physical Observations	No visible cracks or structural alteration	Pass
	ASTM C1185	Heat/Rain Resistance	Physical Observations	No visible cracks or structural alteration	Pass
	ASTM C1185	Freeze/Thaw Resistance	Mass Loss, %	≤ 3.0%	Pass
			Freeze/Thaw, % strength retention	≥ 80%	
	ASTM G23	UV Accelerated Weathering Test	Physical Observations	No cracking, checking, or crazing	Pass
Fire Characteristics	ASTM E84	Surface Burning Characteristics	Flame Spread Index (FSI)	0	
			Smoke Developed Index (SDI)	≤ 5	
			Fuel Contributed	0	
				NFPA Class	A
			Uniform Building Code Class	1	
			International Building Code® class	A	
	ASTM E136	Noncombustibility	Noncombustible		Pass



All national, state, and local building code requirements must be followed and where they are more stringent than the Reveal® Panel System installation requirements, state and local requirements will take precedence.

**Table 2, Wind Design Table, Exposed Fastening**

Allowable Wind Speed (mph) for Reveal Panel System (Analytical Method in ASCE 7-10 Chapter 30 C&C Part 1 and Part 3)6

Product	Product Thickness (in.)	Width (in.)	Fastener Type	Fastener Spacing	Frame Type	Stud Spacing (in.)	Allowable Design Load (psf)	Building Height <sup>2,5</sup> (ft.)	2015 IBC & IRC 2012 IBC (Ultimate Design Wind Speed, $V_{ult}$ <sup>3</sup> )			2012 IRC 2009, 2006 IBC & IRC <sup>7</sup> (Basic Wind Speed, $V_{asd}$ <sup>4</sup> )		
									B	C	D	B	C	D
									Wind exposure			Wind exposure		
Reveal Panel System	7/16	47.5	No. 10-12 x 1.5 in long x 0.472 in head diameter button head screw	Configuration 1 (Exposed) [2 screws measuring 12" from panel edge]	2x4 wood (SPF) + wood furring (3/4" thick x min 1-1/2" wide) <sup>6,a</sup>	16	42.5	0-15	172	156	141	133	121	110
								20	172	151	138	133	117	107
								25	172	148	136	133	115	105
								30	172	145	133	133	112	103
								35	168	143	132	130	111	102
								40	165	141	130	128	109	101
								45	162	139	129	125	108	100
								50	159	137	127	124	106	99
								55	158	136	126	122	106	98
								60	156	135	125	121	105	97
								65	137	120	111	106	93	86
								70	136	119	111	105	92	86
								75	134	118	110	104	91	85
								80	133	117	109	103	90	85
85	132	116	109	102	90	84								
Reveal Panel System	7/16	47.5	No. 10-12 x 1.5 in long x 0.472 in head diameter button head screw	Configuration 2 (Exposed) [3 screws measuring 8" from panel edge and one screw equidistant in center]	2x4 wood (SPF) + wood furring (3/4" thick x min 1-1/2" wide) <sup>6,a</sup>	16	68.7	0-15	218	198	180	169	153	139
								20	218	192	176	169	149	136
								25	218	188	172	169	146	134
								30	218	184	169	169	143	131
								35	214	182	167	165	141	130
								40	209	179	165	162	139	128
								45	206	177	164	160	137	127
								50	203	175	162	157	135	125
								55	200	173	161	155	134	124
								60	198	172	159	153	133	124
								65	175	152	141	135	118	109
								70	173	151	141	134	117	109
								75	171	149	140	132	116	108
								80	169	148	139	131	115	107
85	168	147	138	130	114	107								
Reveal Panel System	7/16	47.5	No. 10-12 x 1.5 in long x 0.472 in head diameter button head screw <sup>1</sup>	Configuration 3 (Exposed) [3 screws measuring 8" from panel edge and one screw equidistant in center]	Minimum 20 gauge Steel (studs, z-girts or hat channel)	16	56.3	0-15	197	179	163	153	139	126
								20	197	174	159	153	135	123
								25	197	170	156	153	132	121
								30	197	167	153	153	129	119
								35	193	164	151	150	127	117
								40	190	162	150	147	125	116
								45	186	160	148	144	124	115
								50	184	158	147	142	123	114
								55	181	157	145	140	121	113
								60	179	155	144	139	120	112
								65	158	138	128	123	107	99
								70	156	136	127	121	106	99
								75	155	135	127	120	105	98
								80	153	134	126	119	104	97
85	152	133	125	118	103	97								





All national, state, and local building code requirements must be followed and where they are more stringent than the Reveal® Panel System installation requirements, state and local requirements will take precedence.

**Table 2, Wind Design Table, Exposed Fastening (continued)**

Allowable Wind Speed (mph) for Reveal Panel System (Analytical Method in ASCE 7-10 Chapter 30 C&C Part 1 and Part 3)6

Product	Product Thickness (in.)	Width (in.)	Fastener Type	Fastener Spacing	Frame Type	Stud Spacing (in.)	Allowable Design Load (psf)	Building Height <sup>2,5</sup> (ft.)	2015 IBC & IRC 2012 IBC (Ultimate Design Wind Speed, $V_{ult}$ <sup>3</sup> )			2012 IRC 2009, 2006 IBC & IRC <sup>7</sup> (Basic Wind Speed, $V_{asd}$ <sup>4</sup> )		
									Wind exposure			Wind exposure		
									B	C	D	B	C	D
Reveal Panel System	7/16	47.5	No. 10-12 x 1.5 in long x 0.472 in head diameter button head screw <sup>1</sup>	Configuration 4 (Exposed) [4 screws measuring 6" from panel edge and two screws spaced equidistant in center]	Minimum 20 gauge Steel (studs, z-girts or hat channel)	16	69.2	0-15	219	199	180	170	154	140
								20	219	193	176	170	150	137
								25	219	189	173	170	146	134
								30	219	185	170	170	143	132
								35	214	182	168	166	141	130
								40	210	180	166	163	139	128
								45	207	177	164	160	137	127
								50	204	175	163	158	136	126
								55	201	174	161	156	135	125
								60	199	172	160	154	133	124
								65	175	153	142	136	118	110
								70	173	151	141	134	117	109
								75	172	150	140	133	116	109
80	170	149	139	131	115	108								
85	168	148	139	130	115	107								
Reveal Panel System	7/16	47.5	No. 10-12 x 1.5 in long x 0.472 in head diameter button head screw	Configuration 5 (Exposed) [4 screws measuring 6" from panel edge and two screws spaced equidistant in center]	2x4 wood (SPF) + wood furring (3/4" thick x min 1-1/2" wide) <sup>8,9</sup>	24	57.4	0-15	199	181	164	154	140	127
								20	199	176	161	154	136	124
								25	199	172	158	154	133	122
								30	199	169	155	154	131	120
								35	195	166	153	151	129	118
								40	191	164	151	148	127	117
								45	188	162	149	146	125	116
								50	185	160	148	144	124	115
								55	183	158	147	142	123	114
								60	181	157	146	140	122	113
								65	160	139	129	124	108	100
								70	158	138	129	122	107	100
								75	156	137	128	121	106	99
80	155	135	127	120	105	98								
85	153	135	126	119	104	98								
Reveal Panel System	7/16	47.5	No. 10-12 x 1.5 in long x 0.472 in head diameter button head screw <sup>1</sup>	Configuration 6 (Exposed) [4 screws measuring 6" from panel edge and two screws spaced equidistant in center]	Minimum 20 gauge Steel (studs, z-girts or hat channel)	24	50	0-15	186	169	153	144	131	119
								20	186	164	150	144	127	116
								25	186	161	147	144	124	114
								30	186	157	145	144	122	112
								35	182	155	143	141	120	111
								40	179	153	141	138	118	109
								45	176	151	140	136	117	108
								50	173	149	138	134	116	107
								55	171	148	137	132	114	106
								60	169	146	136	131	113	105
								65	149	130	121	115	100	93
								70	147	129	120	114	100	93
								75	146	127	119	113	99	92
80	144	126	118	112	98	92								
85	143	126	118	111	97	91								

1. Screws shall penetrate the metal framing at least three full threads.
2. Building height = mean roof height (in feet) of a building, except that eave height shall be used for roof angle  $\Theta$  less than or equal to  $10^\circ$  (2-12 roof slope).
3.  $V_{ult}$  = ultimate design wind speed.
4.  $V_{asd}$  = nominal design wind speed.
5. Linear interpolation of building height and wind speed is permitted.
6. Wind speed design assumptions per Analytical Method in ASCE 7-10 Chapter 30 C&C Part 1 and Part 3:  $K_{zt}=1$ ,  $K_d=0.85$ ,  $GC_p=-1.4$  ( $h \leq 60$ ),  $GC_p=-1.8$  ( $h > 60$ ).
7. 2009 IBC/IRC, 2006 IBC/IRC calculated using Importance Factor,  $I = 1$ .
8. Wood furring is preservative treated per AWPA.
9. Wood furring is specific gravity of 0.42 or greater per AFPA/NDS; or wood structural panel, conforming to DOC PS-1 or DOC PS-2 or APA PRP-108.

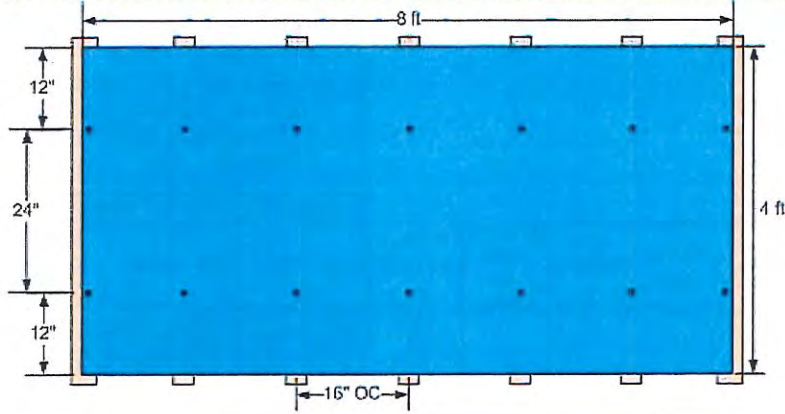




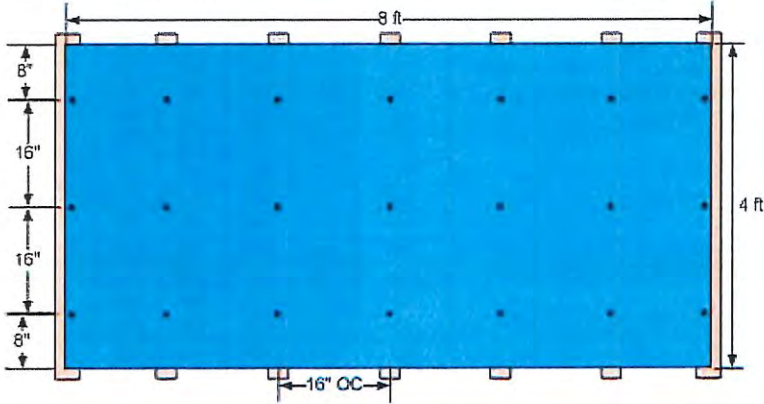
# Reveal® Panel System

All national, state, and local building code requirements must be followed and where they are more stringent than the Reveal® Panel System installation requirements, state and local requirements will take precedence.

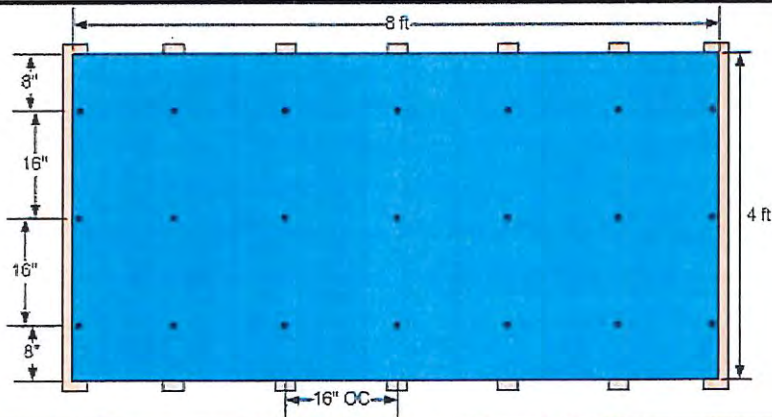
**Figure 1, Fastening Configurations, Exposed Fastening**



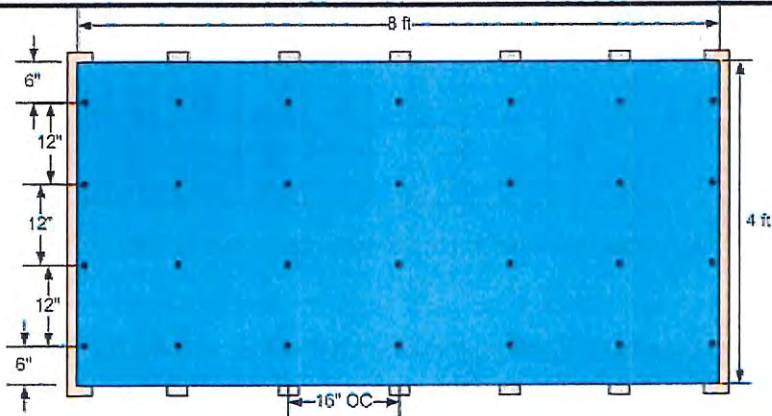
**Configuration 1 (Exposed): 16" OC Wood Stud Frame – Low Wind Load Design**



**Configuration 2 (Exposed): 16" OC Wood Stud Frame – High Wind Load Design**



**Configuration 3 (Exposed): 16" OC Steel Stud Frame – Low Wind Load Design**

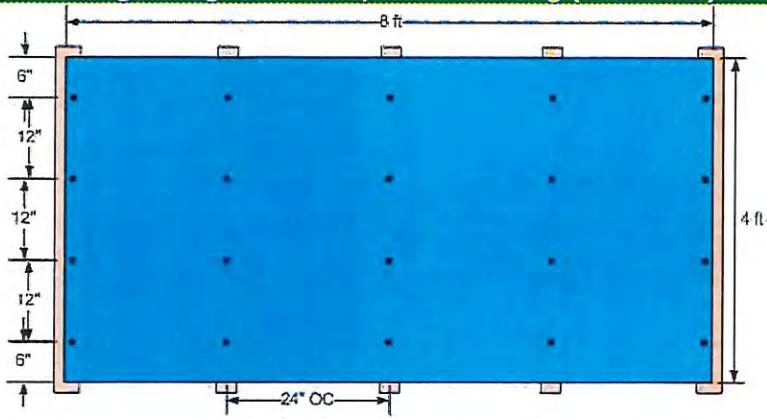


**Configuration 4 (Exposed): 16" OC Steel Stud Frame – High Wind Load Design**

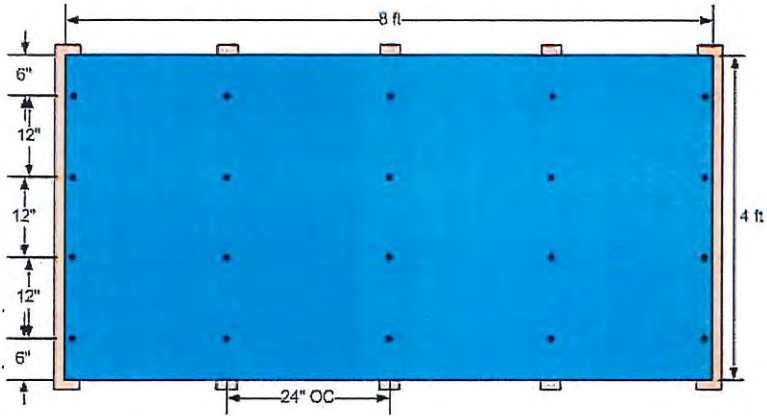


All national, state, and local building code requirements must be followed and where they are more stringent than the Reveal® Panel System installation requirements, state and local requirements will take precedence.

Figure 1, Fastening Configurations, Exposed Fastening (continued)



Configuration 5 (Exposed): 24" OC Wood Stud Frame



Configuration 6 (Exposed): 24" OC Steel Stud Frame



All national, state, and local building code requirements must be followed and where they are more stringent than the Reveal® Panel System installation requirements, state and local requirements will take precedence.

**Table 3, Wind Design Table, Countersunk Fastening**

Allowable Wind Speed (mph) for Reveal Panel System (Analytical Method in ASCE 7-10 Chapter 30 C&C Part 1 and Part 3)6

Product	Product Thickness (in.)	Width (in.)	Fastener Type	Fastener Spacing	Frame Type	Stud Spacing (in.)	Allowable Design Load (psf)	Building Height <sup>2,5</sup> (ft.)	2015 IBC & IRC 2012 IBC (Ultimate Design Wind Speed, $V_{ult}^3$ )			2012 IRC 2009, 2006 IBC & IRC <sup>7</sup> (Basic Wind Speed, $V_{asd}^4$ )		
									Wind exposure			Wind exposure		
									B	C	D	B	C	D
Reveal Panel System	7/16	47.5	#8 x 1-5/8" long buglehead screw, 0.390" HD, countersunk with head of screw to be 1-1.5mm below panel's surface	Configuration 7 (Countersunk) [3 screws per stud starting 8" from the edge]	2x4 wood (SPF) + wood furring (3/4" thick x min 4" wide) <sup>8,9</sup>	16	37.1	0-15	160	145	132	124	113	102
								20	160	141	129	124	109	100
								25	160	138	127	124	107	98
								30	160	135	125	124	105	96
								35	157	133	123	122	103	95
								40	154	132	121	119	102	94
								45	151	130	120	117	101	93
								50	149	128	119	115	99	92
								55	147	127	118	114	99	91
								60	145	126	117	113	98	91
								65	128	112	104	99	87	80
								70	127	111	103	98	86	80
								75	126	110	103	97	85	80
80	124	109	102	96	84	79								
85	123	108	102	95	84	79								
Reveal Panel System	7/16	47.5	#8 x 1-5/8" long buglehead screw, 0.390" HD, countersunk with head of screw to be 1-1.5mm below panel's surface	Configuration 8 (Countersunk) [4 screws per stud starting 6" from the edge]	2x4 wood (SPF) + wood furring (3/4" thick x min 4" wide) <sup>8,9</sup>	16	44.8	0-15	176	160	145	136	124	112
								20	176	155	142	136	120	110
								25	176	152	139	136	118	108
								30	176	149	137	136	115	106
								35	172	147	135	134	114	105
								40	169	145	133	131	112	103
								45	166	143	132	129	111	102
								50	164	141	131	127	109	101
								55	162	140	130	125	108	101
								60	160	139	129	124	107	100
								65	141	123	114	109	95	88
								70	140	122	114	108	94	88
								75	138	121	113	107	93	87
80	137	120	112	106	93	87								
85	135	119	112	105	92	86								
Reveal Panel System	7/16	47.5	#8 x 1-5/8" long buglehead screw, 0.390" HD, countersunk with head of screw to be 1-1.5mm below panel's surface	Configuration 9 (Countersunk) [3 screws per stud starting 8" from the edge]	2x4 wood (SPF) + wood furring (3/4" thick x min 4" wide) <sup>8,9</sup>	24	36.7	0-15	159	145	131	123	112	102
								20	159	141	128	123	109	99
								25	159	138	126	123	107	98
								30	159	135	124	123	104	96
								35	156	133	122	121	103	95
								40	153	131	121	119	101	94
								45	151	129	120	117	100	93
								50	148	128	118	115	99	92
								55	146	127	117	113	98	91
								60	145	125	117	112	97	90
								65	128	111	103	99	86	80
								70	126	110	103	98	85	80
								75	125	109	102	97	85	79
80	124	108	101	96	84	79								
85	123	108	101	95	83	78								



All national, state, and local building code requirements must be followed and where they are more stringent than the Reveal® Panel System installation requirements, state and local requirements will take precedence.

**Table 3, Wind Design Table, Countersunk Fastening (continued)**

Allowable Wind Speed (mph) for Reveal Panel System (Analytical Method in ASCE 7-10 Chapter 30 C&C Part 1 and Part 3)6

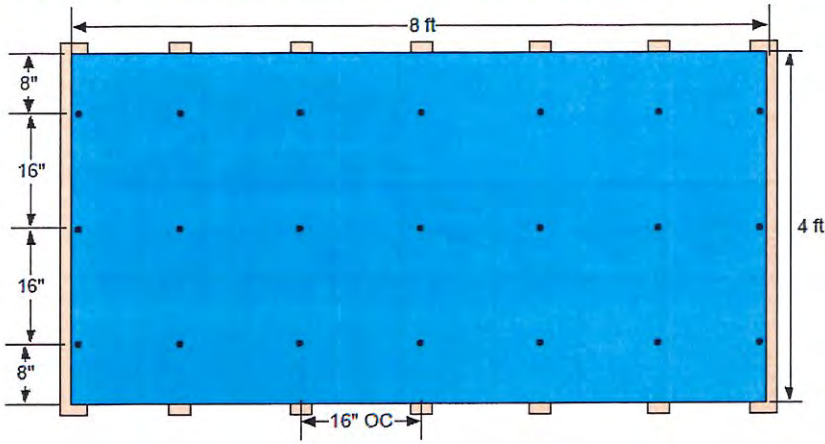
Product	Product Thickness (in.)	Width (in.)	Fastener Type	Fastener Spacing	Frame Type	Stud Spacing (in.)	Allowable Design Load (psf)	Building Height <sup>2,5</sup> (ft.)	2015 IBC & IRC 2012 IBC (Ultimate Design Wind Speed, $V_{ult}$ <sup>3</sup> )			2012 IRC 2009, 2006 IBC & IRC <sup>7</sup> (Basic Wind Speed, $V_{asd}$ <sup>4</sup> )		
									Wind exposure			Wind exposure		
									B	C	D	B	C	D
Reveal Panel System	7/16	47.5	#8 x 1-5/8" long buglehead self-tapping screw, 0.390" HD <sup>1</sup> , countersunk with head of screw to be 1-1.5mm below panel's surface	Configuration 10 (Countersunk) [3 screws per stud starting 8" from the edge]	Minimum 20 gauge Steel (studs, z-girls or hat channel)	16	42.5	0-15	172	156	141	133	121	110
								20	172	151	138	133	117	107
								25	172	148	136	133	115	105
								30	172	145	133	133	112	103
								35	168	143	132	130	111	102
								40	165	141	130	128	109	101
								45	162	139	129	125	108	100
								50	159	137	127	124	106	99
								55	158	136	126	122	106	98
								60	156	135	125	121	105	97
								65	137	120	111	106	93	86
								70	136	119	111	105	92	86
								75	134	118	110	104	91	85
								80	133	117	109	103	90	85
								85	132	116	109	102	90	84
Reveal Panel System	7/16	47.5	#8 x 1-5/8" long buglehead self-tapping screw, 0.390" HD <sup>1</sup> , countersunk with head of screw to be 1-1.5mm below panel's surface	Configuration 11 (Countersunk) [3 screws per stud starting 8" from the edge]	Minimum 20 gauge Steel (studs, z-girls or hat channel)	24	33.2	0-15	152	138	125	117	107	97
								20	152	134	122	117	104	95
								25	152	131	120	117	101	93
								30	152	128	118	117	99	91
								35	148	126	116	115	98	90
								40	146	124	115	113	96	89
								45	143	123	114	111	95	88
								50	141	122	113	109	94	87
								55	139	120	112	108	93	87
								60	138	119	111	107	92	86
								65	121	106	-	94	82	-
								70	120	105	-	93	81	-
								75	119	104	-	92	80	-
								80	118	103	-	91	80	-
								85	117	102	-	90	79	-

1. Screws shall penetrate the metal framing at least three full threads.
2. Building height = mean roof height (in feet) of a building, except that eave height shall be used for roof angle  $\theta$  less than or equal to  $10^\circ$  (2-12 roof slope).
3.  $V_{ult}$  = ultimate design wind speed.
4.  $V_{asd}$  = nominal design wind speed.
5. Linear interpolation of building height and wind speed is permitted.
6. Wind speed design assumptions per Analytical Method in ASCE 7-10 Chapter 30 C&C Part 1 and Part 3:  $K_{zt}=1$ ,  $K_d=0.85$ ,  $GC_p=-1.4$  ( $h \leq 60$ ),  $GC_p=-1.8$  ( $h > 60$ ),  $GC_{pi}=0.18$ .
7. 2009 IBC/IRC, 2006 IBC/IRC calculated using Importance Factor,  $I = 1$ .
8. Wood furring is preservative treated per AWPA.
9. Wood furring is specific gravity of 0.42 or greater per AFPANDS; or wood structural panel, conforming to DOC PS-1 or DOC PS-2 or APA PRP-108.

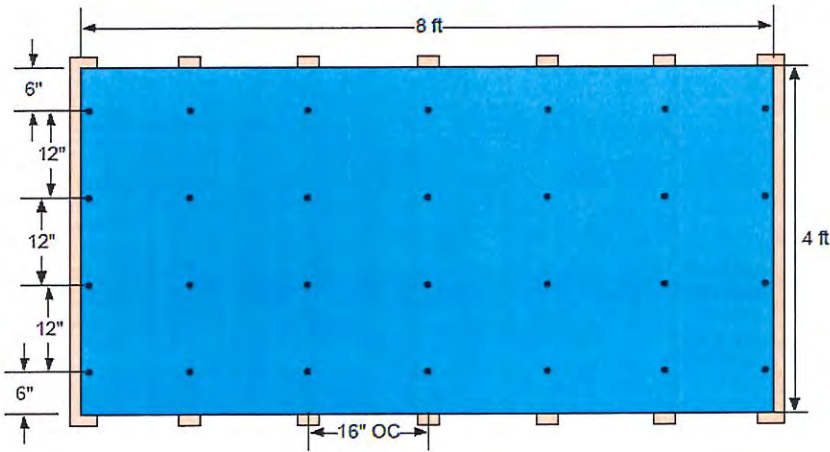


All national, state, and local building code requirements must be followed and where they are more stringent than the Reveal® Panel System installation requirements, state and local requirements will take precedence.

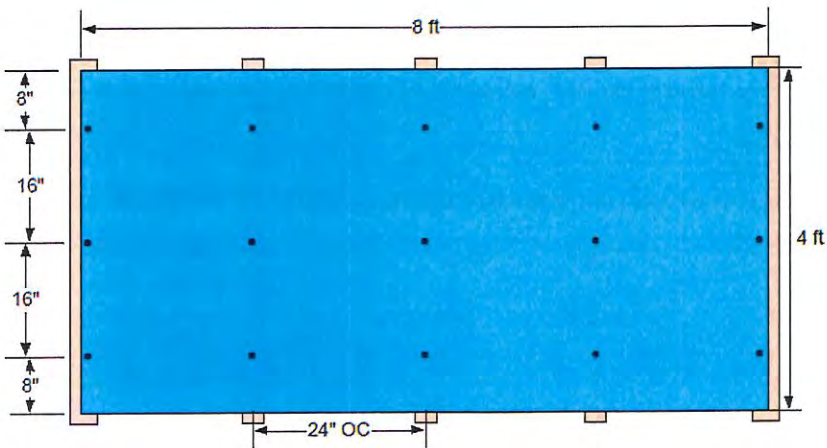
**Figure 2, Fastening Configurations, Countersunk Fastening**



**Configuration 7 (Countersunk): 16" OC Wood Stud Frame – Low Wind Load Design**



**Configuration 8 (Countersunk): 16" OC Wood Stud Frame – High Wind Load Design**

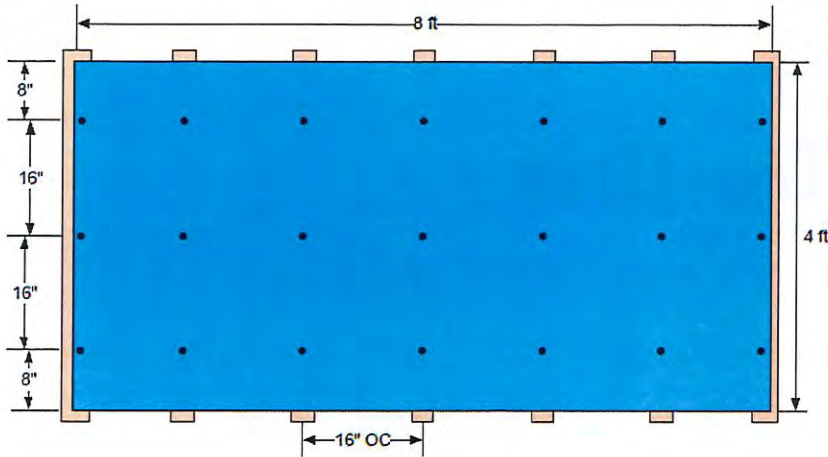


**Configuration 9 (Countersunk): 24" OC Wood Stud Frame**

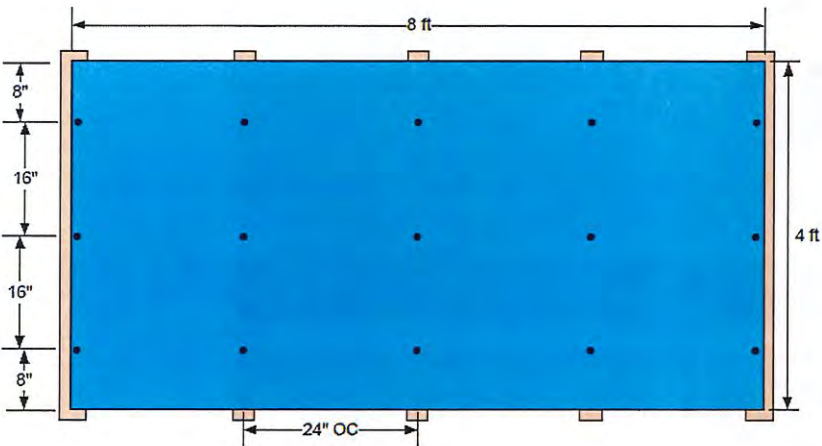


All national, state, and local building code requirements must be followed and where they are more stringent than the Reveal® Panel System installation requirements, state and local requirements will take precedence.

Figure 2, Fastening Configurations, Countersunk Fastening (continued)



Configuration 10 (Countersunk): 16" OC Steel Stud Frame



Configuration 11 (Countersunk): 24" OC Steel Stud Frame



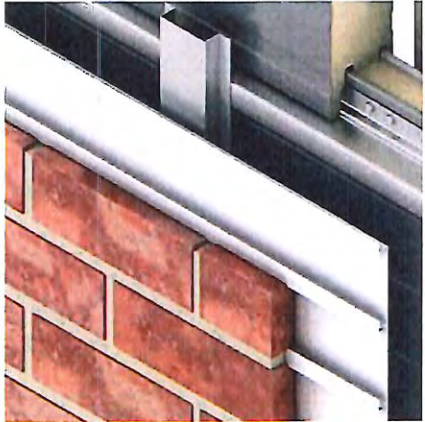
# James Hardie



# Tru-Brix®

L I G H T E N   T H E   L O A D ,   N O T   T H E   L O O K

---



  
**Glen-Gery**

---



## Lighten the load, not the look.



### Tru-Brix delivers

Tru-Brix cladding makes real brick available for projects where full-size brick isn't economical or practical.

Tru-Brix will eliminate the need for load-carrying steel, footers or wall height restrictions.

As with traditional brick, installers can adapt coursing to window and door openings, and adjust for out-of-square or out-of-plumb building situations.

Includes a wide range of special shapes and designs, and hundreds of brick colors and textures.

The steel engagement into the tile grooves eliminates the possibility of a bond failure, which is possible in glue or mortar systems.

Virtually any wall construction supports Tru-Brix: light commercial metal stud; curtain wall, prefabricated panels, or residential stud framing, insulated metal panels, and is exceptionally well-suited for rain screen wall systems.

## Classic architecture, or modern styles.

### Residential applications

Tru-Brix, the strongest, most versatile way to apply thin brick to any home, replaces vinyl, wood or aluminum siding. A patented, snap-in steel-rail design holds the brick in place for a permanent mechanical attachment.

Tru-Brix provides the appeal of real brick without the cost, construction time and complications of traditional masonry.

### Architectural applications

Tru-Brix Thin Brick Façade System is a highly functional, contemporary evolution of a classic building material. It expands the design palette, bringing brick's distinctive appeal and permanence to an expanded range of building types. The Tru-Brix system also accommodates cast stone, window sills and headers, accent bands, soldier courses and many other attractive features, shapes and designs not possible with other thin-brick methods.

### Tru-Brix used on various wall systems



2 x 4 stud wall



Concrete masonry wall



Metal stud wall



Prefabricated wall



Insulated Metal Panel (IMP)



# Technical Data

<b>Weight</b>	11.5 PSF								
<b>Brick Sizes</b>	<table> <tr> <td>Engineer</td> <td>2 3/4" H x 7 5/8" L x 1" T</td> </tr> <tr> <td>Williamsburg</td> <td>2 3/4" H x 8 1/2" L x 1" T</td> </tr> <tr> <td>Modular</td> <td>2 1/4" H x 7 5/8" L x 1" T</td> </tr> <tr> <td>Norman</td> <td>2 1/4" H x 11 5/8" L x 1" T</td> </tr> </table>	Engineer	2 3/4" H x 7 5/8" L x 1" T	Williamsburg	2 3/4" H x 8 1/2" L x 1" T	Modular	2 1/4" H x 7 5/8" L x 1" T	Norman	2 1/4" H x 11 5/8" L x 1" T
Engineer	2 3/4" H x 7 5/8" L x 1" T								
Williamsburg	2 3/4" H x 8 1/2" L x 1" T								
Modular	2 1/4" H x 7 5/8" L x 1" T								
Norman	2 1/4" H x 11 5/8" L x 1" T								
<b>Brick Coursing</b>	2 3/4" (Oversize) Rails: 5 Courses = 16" Adjusts up to: 5 Courses = 16 5/8" 2 1/4" (Modular) Rails: 3 Courses = 8" Adjusts up to: 3 Courses = 8 3/8"								
<b>Brick Specifications</b>	<b>ASTM C216</b> Face Brick Grade SW (Severe Weathering) <b>ASTM C1088</b> Thin Brick Grade Exterior (Severe Weathering)								
<b>Mortar</b>	<b>ASTM C270</b> Type N Mortar Cement with polymer additives for work-ability, durability and flexibility <b>ASTM C144</b> sand is included in the 50lb. bags								
<b>Steel Holding Rails</b>	0.021" HDG, Commercial CS Type B, Non-Chemical Treated, Minimum Spangle, Smooth, Cold Roll Formed G-90 Galvanizing								
<b>Anchors</b>	Type 1: #10 Polymer coated Wood Screws 1" to 2 1/2" Type 2: Self-tapping Polymer coated metal screws 1" to 1 1/2" Type 3: Concrete and masonry screws 1" to 2 1/2" Type 4: RSS-approved anchors for special applications								
<b>Building Wrap</b>	<b>Vapor permeability:</b> 10 perms per <b>ASTM E96</b> Procedure A. <b>Vapor transmission:</b> 73 g/m <sup>2</sup> /24hrs. per <b>ASTM E96</b> Procedure A/B <b>Air leakage/Resistance:</b> 0.03 cfm/ft <sup>2</sup> at 75Pa Water resistance > 60 minutes per <b>ASTM D779</b> <b>Water resistance:</b> "Pass" per <b>ASTM E331</b> <b>Fire characteristics:</b> Flame spread < 25FSI and smoke development < 450 SDI per <b>ASTM E84</b>								
<b>Flashing</b>	Self-adhesive PVC 20 mil								
<b>Fire Rating</b>	Adds only Non-combustible materials to rated walls* <small>*On most commercial applications except where building wrap is used as part of the Tru-Brix system.</small>								

## Warranty:



Tru-Brix offers a 50-Year Warranty.



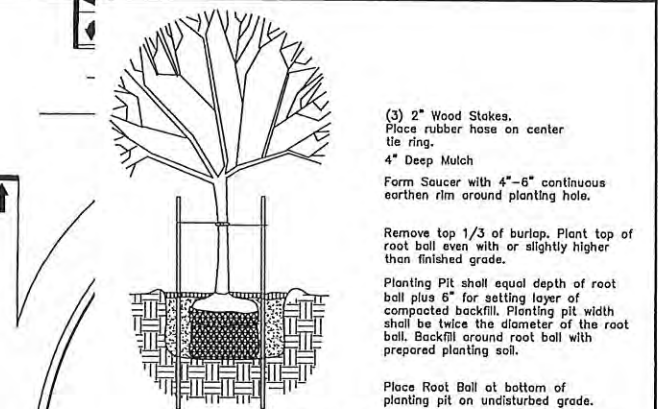
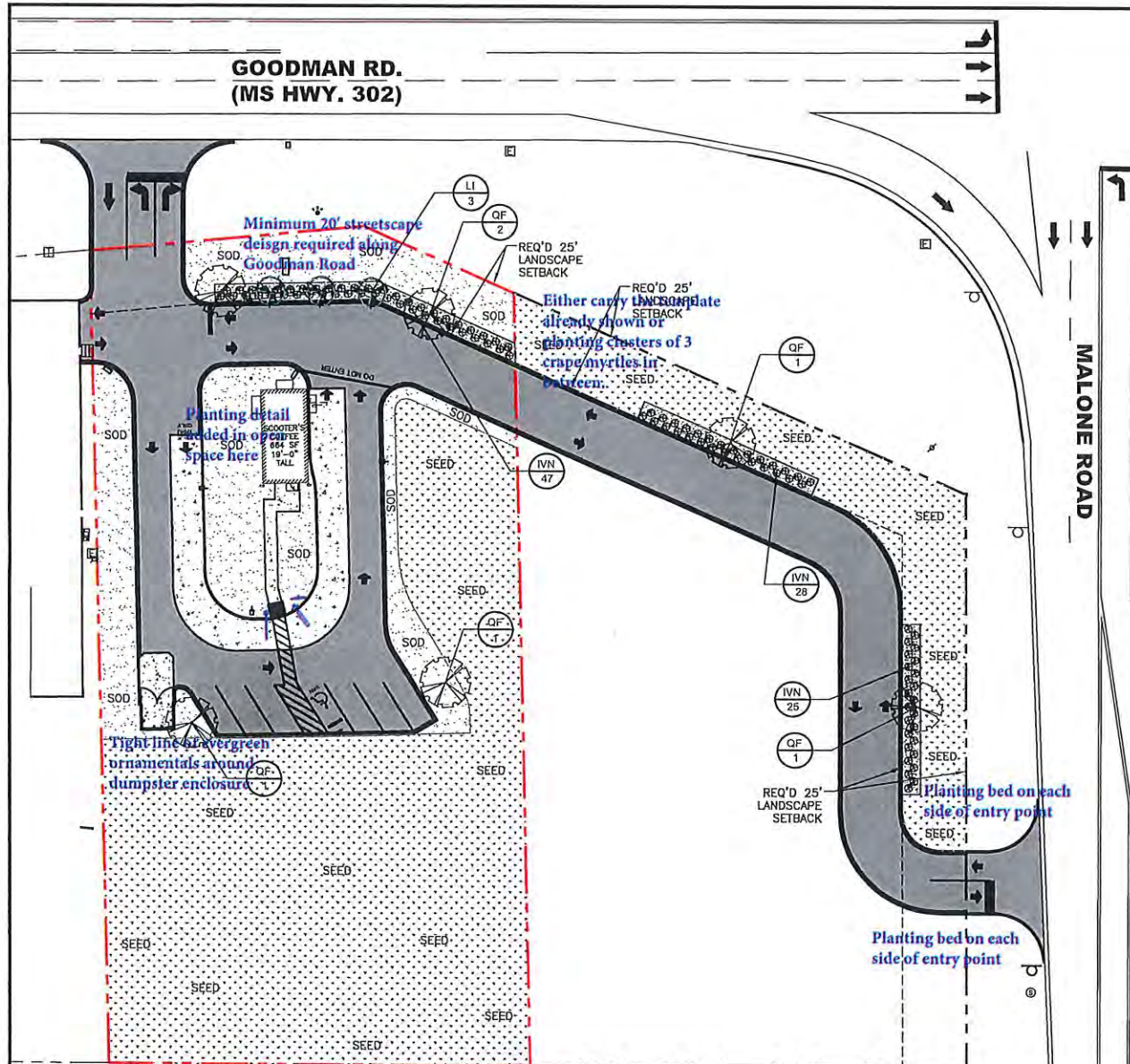
For additional information on Tru-Brix, including technical documents, installation guides and test data, visit [www.glengery.com](http://www.glengery.com).



A brand of  
**BRICKWORKS**  
 — BUILDING PRODUCTS —

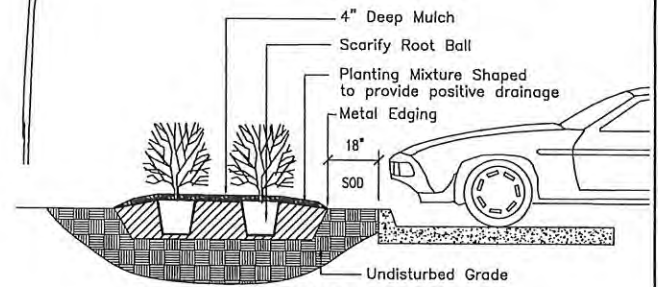
Due to printing limitations, color and texture may vary from actual product. Final selection should always be based on an actual product sample. For more information, contact your Glen-Gery representative. © 2020 Glen-Gery Corporation • 7/20/TSG/





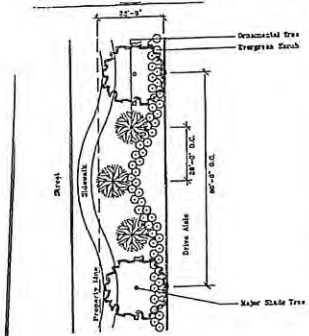
**TREE PLANTING DETAIL**

SCALE: NOT TO SCALE



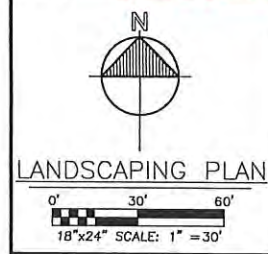
**SHRUB PLANTING SECTION**

SCALE: NOT TO SCALE



**STREETSCAPE B-1**

SCALE: NOT TO SCALE



PLANT LIST					
SYM.	Qty.	Botanical Name	Common Name	Specifications	Space
Trees/Shrubs/Groundcovers					
LI	3	<i>Lagerstroemia indica</i> 'White Elf'	Crape Myrtle, Pink Velvet	30 gallon, 10-12" Ht., 2.5" Cal. Min.	As Shown
IVN	100	<i>Ilex vomitoria</i> 'nana'	Dwarf Yaupon Holly	5 Gallon, 36"x36" Spread	As Shown
QF	6	<i>Quercus falcata</i>	Southern Red Oak	30 gallon, 10-12" Ht., 3.0" Cal. Min.	As Shown
Turf					
SOD	FIELD MEASURE	<i>Cynodon dactylon</i>	Common Bermuda	Solid Sod, Pallets	
SEED	FIELD MEASURE	<i>Cynodon dactylon</i>	Common Bermuda	Hydroseeding	

LANDSCAPE/PAVEMENT LEGEND	
SOD	
SEED	
CONCRETE	
ASPHALT	

PERVIOUS VS. IMPERVIOUS SURFACE	
TOTAL LOT AREA	65,513.17 S.F.
TOTAL BUILDING AREA	664 S.F. (1.0% OF TOTAL SITE)
TOTAL IMPERVIOUS AREA	16,826.17 S.F. (25.7% OF TOTAL SITE)
TOTAL PERVIOUS AREA	38,687.00 S.F. (59.3% OF TOTAL SITE)

**LINFIELD, HUNTER & JUNIUS, INC.**  
PROFESSIONAL ENGINEERS,  
ARCHITECTS AND SURVEYORS  
3608 18th Street, Suite 200  
Metairie, Louisiana 70002  
© 2012 by Linfield, Hunter & Junius, Inc.



**DEVELOPER:**  
FIVE STAR DEVELOPMENT  
OF ALABAMA  
116 JEFFERSON STREET  
SUITE 204  
HUNTSVILLE, AL 35801

SOUTHWEST CORNER OF  
GOODMAN RD. (MS 302)  
& MALONE RD.  
SOUTHAVEN, MS



# Minutes, City of Southaven, Southaven, Mississippi

Mayor Musselwhite reported that the City faced more challenges with the extreme low temperatures and expressed his appreciation to the Police, Fire, Public Works, and Utilities Departments for all of their extra efforts responding to calls and keeping the City safe during the weather event.

## Washington DC trip Regarding Sewer Infrastructure Issue

Mayor Musselwhite stated that he and Nick Manley went to Washington DC regarding the City's sewer issue. There is a lawsuit between the City of Memphis and the Horn Lake Creek Interceptor Sewer District that provides sewer service since 1972 and the results of that lawsuit will be known sometime in April of this year. Mayor Musselwhite stated that if the city does not get favorable results then the City will have to redirect lines to a treatment facility in Mississippi instead of the South Memphis treatment facility that will cost \$232 million. Mayor Musselwhite stated that they went to DC to seek funding accommodations of different federal programs to get \$50 million in federal assistance. Mayor Musselwhite reported that they met with Senator Roger Wicker, Senator Cindy Hyde-Smith, Congressman Kelly, and met with the Corp of Engineers to discuss the different programs. Mayor Musselwhite stated that they understood the significance and hope to get funding so that the cost will not be passed directly to the citizens.

## PERSONNEL DOCKET

### Personnel Docket February 7, 2023

<u>New Hires</u>	<u>Department</u>	<u>Position Title</u>	<u>Start Date</u>	<u>Rate of Pay</u>
Kenneth Stockton	Court	Prosecutor Sewer	3/1/2023	\$21,100.04 annually
Nicholas McCown	Utilities	Technician Sewer	TBD	\$16.50
Deona Strong	Utilities	Technician	TBD	\$16.50
Cameron Taylor	Parks	PT - Front Desk	2/8/2023	\$9.50
John Jones	Parks	PT - Front Desk	2/8/2023	\$9.50

<u>Promotions</u>	<u>Current Position Title</u>	<u>New Position Title</u>	<u>Effective Date</u>	<u>Rate of Pay</u>
<i>Fire</i>				
Nathaniel Morse	Fire Fighter II	Fire Fighter III	2/2/2023	\$18.08
<i>Parks</i>				
Titus James	Laborer I	Laborer II	2/8/2023	\$15.97
Jacob McAfee	Laborer I	Laborer II	2/8/2023	\$15.97

<u>Stipends</u>	<u>Type of Stipend</u>	<u>Effective Date</u>	<u>Yearly Amount</u>
-----------------	------------------------	-----------------------	----------------------

# Minutes, City of Southaven, Southaven, Mississippi

<b>Emergency Communications</b>			
James Gregory	Training	1/30/2023	\$600.00

Resignations/Terminations	Department	Current Position Title	Effective Date	Rate of Pay
Joseph McCoy	Utilities	Sewer Tech	1/27/2023	\$16.50
Charles Morgan	Utilities	Sewer Tech	1/19/2023	\$16.50
Joshua Cribbs	Parks	Laborer I	2/7/2023	\$15.45
Aidan Glover	Parks	PT Front Desk	1/18/2023	\$9.50
Daykice Crumes	Police	Police Officer 2	2/23/2023	\$26.01
Casandra Gianquinto	Emergency Communications	Dispatch 2	1/31/2023	\$24.50

### **Parks Tournaments**

ReHire	Position Title	Start Date	Rate of Pay
Aydan Ward	Concessions	2/7/2023	\$9.50

Alderman Payne made the motion to approve the Personnel Docket of February 7, 2023 as presented to this Board. Motion was seconded by Alderman Hoots.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Jerome	YES
Alderman Kelly	YES
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7<sup>th</sup> day of February, 2023.

### **CITY ATTORNEY'S LEGAL UPDATE**

No Legal Update

### **UTILITY BILL ADJUSTMENT DOCKET**

## UTILITIES BILL LEAK ADJUSTMENT DOCKET 02/07/2023



# Minutes, City of Southaven, Southaven, Mississippi

The addresses below experienced unforeseen circumstances in their utilities for which no benefit was received.

NAME	HOUS E #	STREET	ADJUSTED AMOUNT	REASON FOR LEAK ADJUSTMENT
RALPH KLEIN	9166	PIMLICO DR	(48.80)	SERVICE LINE LEAK IN YARD
CYNTHIA SMITH	8208	CHESTERFIELD DR	(48.80)	LEAK UNDER FLOWER BED
SAMUEL TOLIVER	8624	SMITH RANCH DR	(255.93)	TOILET LEAK
DILCY BAKER	2479	BAIRD DR	(258.64)	TOILET LEAK
FRANK INMAN	7095	PECAN HILL RD	(63.44)	LEAK IN PIPE /FRONT YARD
STEPHANIE WHITLOCK	8242	CEDARBROOK DRIVE	(429.44)	BUSTED WATER LINE
JARRARI HAFID	5727	BROADWAY W.	(156.16)	TOILET LEAKS (2)
SAMMIE BAILEY	3314	MARION LN	(644.16)	SERVICE LINE LEAK IN YARD
STEPHANIE HOPKINS	8454	BRIDGEWOOD DRIVE	(204.96)	TOILET LEAK
JOHN CAMP	2165	CHANCELLOR CV	(107.56)	POOL LINER LEAK
DR. MICHAEL LYONS	928	GOODMAN RD	(185.50)	TOILET LEAK
REBEKKA CAMPBELL	8658	CHESTERFIELD DR	(87.84)	PIPE BURST IN WALL BEHIND WASHER
WARREN TRASK	1989	SHADY WIND DR	(175.68)	POOL ADJUSTMENT
SHRUTHI BODA	8946	AIRWAYS	(834.76)	TOILET LEAK
KENNETH ROBERTS	2583	STATELINE RD W	(8711.46)	MAIN WATER LINE BUSTED
YOLANDA REED	602	KACKYBROOK CV	(112.24)	TOILET LEAK
		<b>TOTAL</b>	<b>(12325.37)</b>	

A motion was made by Alderman Wheeler to remove the 2583 Stateline Road W adjustment in the amount of \$8,711.46 for further review. Motion was seconded by Alderman Payne. Motion was put to vote and passed unanimously.

Alderman Payne made the motion to approve the Utility Bill Adjustment Docket of February 7, 2022 in the amount of \$3,613.91. Motion was seconded by Alderman Flores.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Jerome	YES
Alderman Kelly	YES
Alderman Hoots	YES

# Minutes, City of Southaven, Southaven, Mississippi

Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 7<sup>th</sup> day of February, 2023.

## **CLAIMS DOCKET**

A motion was made by Alderman Payne to approve the Claims Docket of February 7, 2023 in the amount of \$2,211,085.65. Motion was seconded by Alderman Flores.

### **Excluding voucher numbers:**

392667,392680,392685,392719,392769,392770,392790,392792,392793,  
392794,392798,392800,392801,392802,392803,392804,392805,392807,392808,  
392851,392859,392861,392867,392869,392870,39285,392893,392906,392912,  
392913,392914,392915,392916,392957,392968,392969,392992,393003,393055,  
393060,393068,393071,393072,393073,393074,393075,393078,393083,393086,  
393088,393090,39313,393128,393129,393131,393132,393135,393136,393143,  
393144,393151,393172,393207,393208,393209,393210,393241,393242,393261,  
393351,393352,393374,393418,393445,393454,393455,393456,393465,393476

Roll call was as follows:

ALDERMAN	VOTED
Alderman Jerome	YES
Alderman Kelly	YES
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried and approved for payment on the 7<sup>th</sup> day of February, 2023.

## **EXECUTIVE SESSION**

A copy of the Executive Session Minutes are maintained in the City Clerk's Office.

There being no further business to come before the Board of Aldermen, a motion was made by Alderman Gallagher to adjourn. Motion was seconded by Alderman Hoots. Motion was put to a vote and passed unanimously February 7, 2023 at 7:45 p.m.

\_\_\_\_\_  
Darren Musselwhite,  
Mayor



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



<b>Date of Hearing:</b>	November 28, 2022
<b>Public Hearing Body:</b>	Planning Commission
<b>Applicant:</b>	Stateline Road West Center, LLC 760 Briscoe Blvd Lawrenceville, GA 30046 770-685-7305
<b>Total Acreage:</b>	1.38 acres
<b>Existing Zone:</b>	Planned Commercial (C-3)
<b>Location of Subdivision Application</b>	Northwest corner of Stateline Road and Airways Blvd.
<b>Comprehensive Plan Designation:</b>	Commercial

**Staff Comments:**

The applicant is requesting subdivision approval to remove lots 2 and 3 from the existing BLSC Subdivision on the north side of Stateline Road, west of Airways Blvd. There is an approved project which is designed within the boundaries of several individual lots in several different subdivisions. To ensure compliance with that project, the developer must clean up these subdivisions by removing the lots being used in the project which can then be combined under one ownership and under one subdivision. This application removes lots 2 and 3 but leaves lot 1 formally platted.

**Staff Recommendations:**

Prior to this submittal, the applicant submitted a subdivision application with all lots combined for the project. Staff comments were as follows, *“The applicant will need to first have all of the properties vacated from their existing subdivisions. The city cannot approve and plat properties that are already in formally filed subdivisions. The applicant will need to revise all three existing plats prior to this submittal. Per city ordinance Sec. 12-127, ‘The corrected plat shall be filed as a separate revision of the subdivision, to include a notation attached to the originally recorded plat showing revisions made and location of corrected plat, and a title certificate may be required on the corrected plat. Signatures of property owners affected by the subdivision revision shall be placed on the final plat revision. Property owners affected shall be defined as those across the street from the area being revised and lots immediately adjacent to the lots being revised.’*

*Staff recommends tabling this item to allow time for compliance with the revisions for the three existing subdivisions.”*

The applicant is complying with staff's request with this subdivision application. Staff recommends approval with the above stated comments.





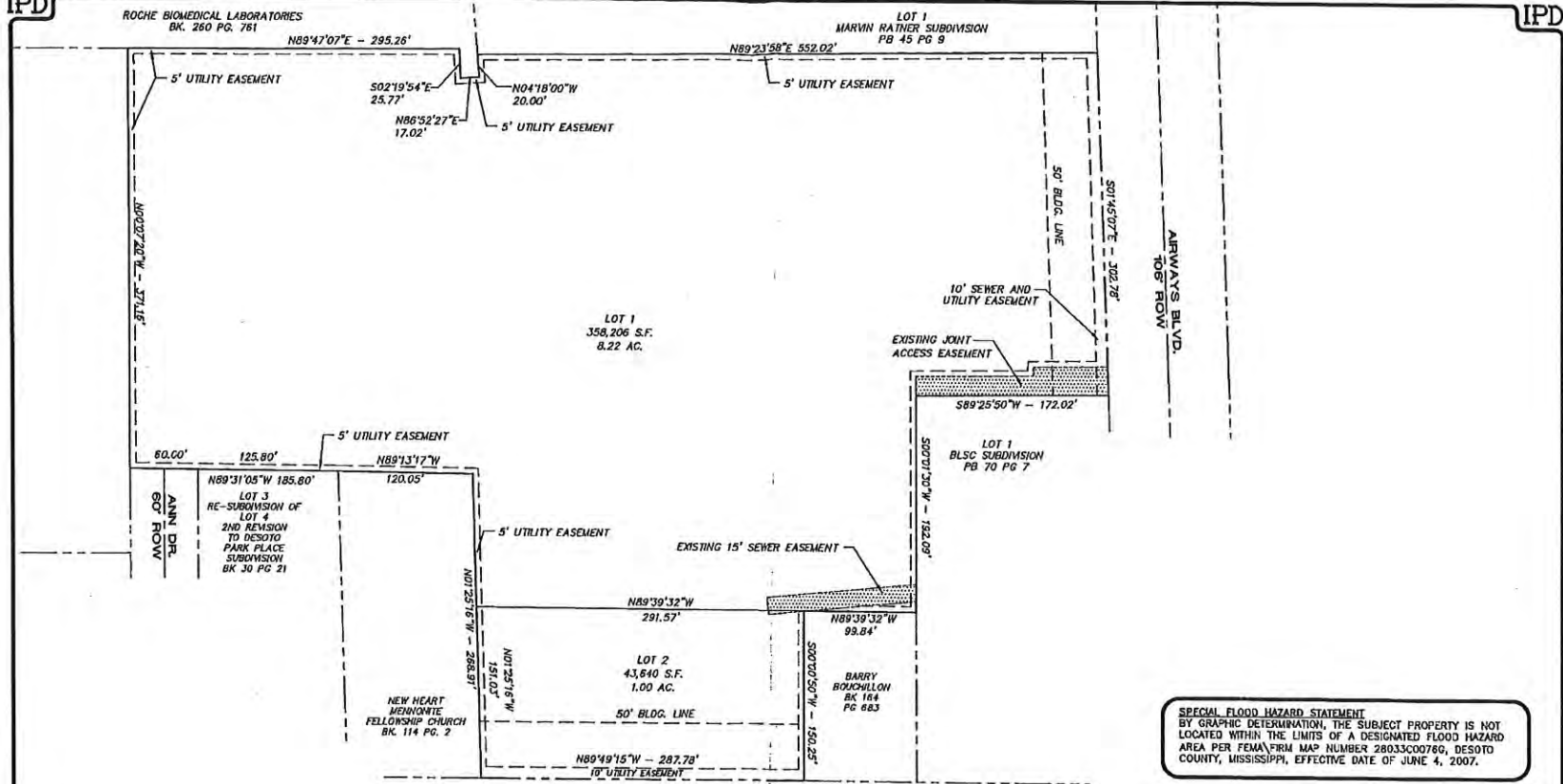
October 3, 2022

1:2,257  
0 0.0275 0.055 0.11 mi  
0 0.0425 0.085 0.17 km



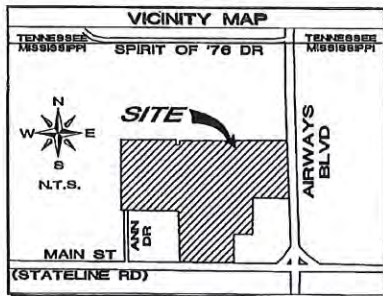
IPD

IPD



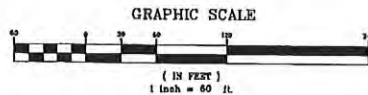
**SPECIAL FLOOD HAZARD STATEMENT**  
BY GRAPHIC DETERMINATION, THE SUBJECT PROPERTY IS NOT LOCATED WITHIN THE LIMITS OF A DESIGNATED FLOOD HAZARD AREA PER FEMA FIRM MAP NUMBER 28033C00760, DESOTO COUNTY, MISSISSIPPI, EFFECTIVE DATE OF JUNE 4, 2007.

MAIN STREET  
(STATELINE ROAD)  
108' ROW



**NOTES:**

1. MINIMUM SETBACKS ARE AS FOLLOWS:  
50' FRONT YARD
2. A 10 FOOT WIDE UTILITY EASEMENT IS REQUIRED ON ALL STREET FRONTAGE. A 5' WIDE UTILITY EASEMENT IS REQUIRED ALONG EACH SIDE OF EACH LOT LINE. A 5' WIDE UTILITY EASEMENT IS REQUIRED ALONG ALL REAR LOT LINES UNLESS OTHERWISE NOTED.
3. WATER AND SEWER SERVICE WILL BE PROVIDED BY THE CITY OF SOUTHAVEN.
4. 1/2" STEEL PIPE IS SET ON ALL REAR PROPERTY CORNERS AND WHERE NOTED (IP). CHISEL MARKS ARE MADE ON THE CURB AT THE EXTENDED PROPERTY LINE AND ARE FOR REFERENCE ONLY.



FINAL PLAT  
OF  
MAINSTREET - BLSC  
SUBDIVISION  
SECTION 13, T-1-S, R-8-W  
CITY OF SOUTHAVEN, DESOTO COUNTY  
1" = 80'  
SEPTEMBER, 2022  
ZONING: PUD  
TOTAL AREA: 9.22 AC.  
TOTAL LOTS: 2  
OWNER/DEVELOPER:  
VINU PATEL

**IPD** IPD, LLC  
CIVIL  
ENGINEERING  
8110 ARCADE BOLLINGER BLVD #  
SOUTHAVEN, MISSISSIPPI 38671 601-382-3344  
601-382-3344 FAX 601-382-3183

IPD

IPD



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



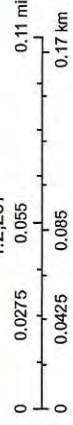
<b>Date of Hearing:</b>	January 30, 2023
<b>Public Hearing Body:</b>	Planning Commission
<b>Applicant:</b>	Greg Dickerson c/o Jones Davis and Associates 8849 Centre Street #3 Southaven, MS 38671 662-342-7273
<b>Total Acreage:</b>	1.83 acres
<b>Existing Zone:</b>	Agricultural (AG)
<b>Location of Subdivision Application</b>	East side of Tchulahoma Road, south of King Road
<b>Comprehensive Plan Designation:</b>	Low Density residential
<b>Staff Comments:</b>	<p>The applicant is requesting subdivision approval to revise the Bill Larue Tchulahoma Road Subdivision lot 6 on the east side of Tchulahoma Road, south side of King Road. The proposal takes the existing lot 6 with 1.83 acres and subdivides it into two lots with lot 6a having 1.01 acres and lot 6b with 0.82 acres. The request is for the owner to title over lot 6b to his daughter to allow for a home to be built in her name. There are no road or infrastructure improvement proposed or necessary with this request.</p>
<b>Staff Recommendations:</b>	<p>Currently on King Road there have been two other request similar in nature to this one which allowed for family members to title lands over to others for a home to be built. There was no negative response to those request and staff does not believe that would be the case with this request either. It is noted, per the ordinance that, <i>"The applicant will need to first have all of the properties vacated from their existing subdivisions. The city cannot approve and plat properties that are already in formally filed subdivisions. The applicant will need to revise all three existing plats prior to this submittal. Per city ordinance Sec. 12-127, 'The corrected plat shall be filed as a separate revision of the subdivision, to include a notation attached to the originally recorded plat showing revisions made and location of corrected plat, and a title certificate may be required on the corrected plat. Signatures of property owners affected by the subdivision revision shall be placed on the final plat revision. Property owners affected shall be defined as those across the street from the area being revised and lots immediately adjacent to the lots being revised.'</i></p> <p>Staff sees no issue with the request pending the plats comply with the above stated ordinance prior to recording.</p>





January 12, 2023

1:2,257



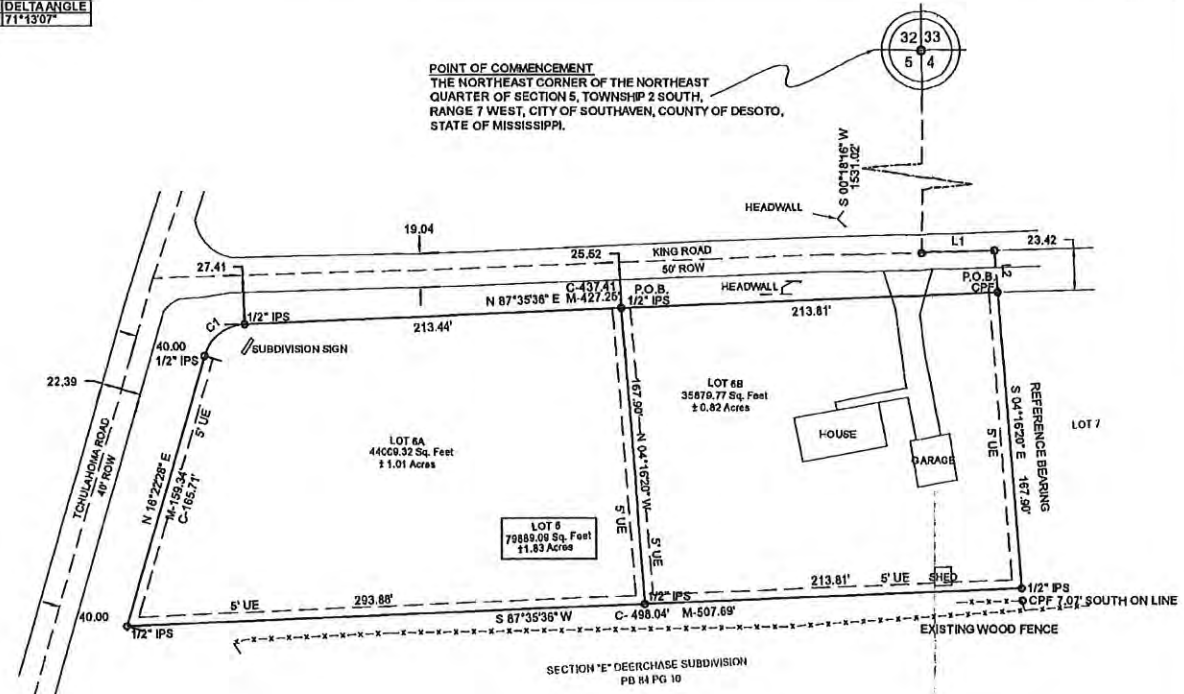




CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	31.08'	29.11'	N 51°59'02" E	71°13'07"

LINE	BEARING	DISTANCE
L1	N 68°26'00" E	42.13'
L2	S 04°16'20" E	123.45'

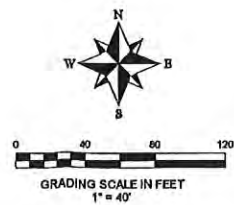
**LEGEND:**  
 IPS 1/2" IRON PIN SET  
 CPF 1" CONDUIT PIPE FOUND  
 ROW RIGHT OF WAY  
 P.O.B. POINT OF BEGINNING  
 UE UTILITY EASEMENT  
 FENCE -X-X-X-X-X-X-X-



- NOTES:**
1. BEARINGS REFERENCED TO THE WEST LINE OF LOT 7 BILL LARUES TCHULAHOMA RD SUBDIVISION, AS RECORDED IN PLAT BOOK 8, PAGE 44 IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI.
  2. DATE OF SURVEY: 2 JUNE 2022. THIS IS A CLASS "B" SURVEY.
  4. 1/2" X 18" IRON PINS SET ON ALL PROPERTY CORNERS NOT SHOWN AS FOUND; UNLESS OTHERWISE NOTED.
  5. NO PORTION OF THIS PROPERTY LIES WITHIN AN IDENTIFIED ARE OF INCREASED FLOOD RISK PER F.E.M.A. F.I.R.M. MAP NO. 24033C0079H DATED 05/05/2014. HOWEVER THIS DOES NOT INCLUDE THE POSSIBILITY OF ON SITE LOCAL FLOODING.
  6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. ONLY THE DOCUMENTS SHOWN WERE USED IN THE PREPARATION OF THIS SURVEY THOUGH OTHER DOCUMENTS MAY AFFECT THIS PROPERTY. THERE MAY BE OTHER DOCUMENTS THAT ARE UNKNOWN TO THIS SURVEYOR THAT MAY AFFECT THIS PROPERTY.

THIS IS TO CERTIFY THAT THIS PLAT WAS DRAWN FROM A GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION OF THE PHYSICAL FEATURES FOUND AND IS TRUE AND ACCURATE TO THE BEST OF KNOWLEDGE AND BELIEF.

BY: ROBERT G. JONES MS PLS 2814



FIRST REVISION TO  
**LOT 6 BILL LARUES**  
**TCHULAHOMA RD SUBDIVISION**  
**PB 8 PG 44**  
**2 LOTS/± 1.83 ACRES**

LOCATED IN PARTS OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 7 WEST, AND PARTS OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 7 WEST, CITY OF SOUTHAVEN, COUNTY OF DESOTO, STATE OF MISSISSIPPI



8849 CENTRE ST, SUITE 3, SOUTHAVEN, MS 38671  
 PHONE: (662) 342-7273  
 FAX: (662) 342-5395



OWNER'S CERTIFICATE

I, \_\_\_\_\_  
HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHTS-OF-WAY FOR THE USE OF ROADS AND UTILITY  
EASEMENTS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE COUNTY OF DESOTO, 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\_\_\_\_.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

NOTARY'S CERTIFICATE  
STATE OF MISSISSIPPI, COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_\_\_, WITHIN MY JURISDICTION, THE WITHIN NAMED \_\_\_\_\_  
WHO ACKNOWLEDGED THAT HE / SHE EXECUTED THE FOREGOING CERTIFICATE, FOR THE PURPOSE THEREIN MENTIONED AFTER HAVING BEEN AUTHORIZED  
TO DO SO.

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

OWNER'S CERTIFICATE

I, \_\_\_\_\_  
HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHTS-OF-WAY FOR THE USE OF ROADS AND UTILITY  
EASEMENTS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE COUNTY OF DESOTO, 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\_\_\_\_.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

NOTARY'S CERTIFICATE  
STATE OF MISSISSIPPI, COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_\_\_, WITHIN MY JURISDICTION, THE WITHIN NAMED \_\_\_\_\_  
WHO ACKNOWLEDGED THAT HE / SHE EXECUTED THE FOREGOING CERTIFICATE, FOR THE PURPOSE THEREIN MENTIONED AFTER HAVING BEEN AUTHORIZED  
TO DO SO.

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

OWNER'S CERTIFICATE

I, \_\_\_\_\_  
HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHTS-OF-WAY FOR THE USE OF ROADS AND UTILITY  
EASEMENTS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE COUNTY OF DESOTO, 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\_\_\_\_.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

NOTARY'S CERTIFICATE  
STATE OF MISSISSIPPI, COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_\_\_, WITHIN MY JURISDICTION, THE WITHIN NAMED \_\_\_\_\_  
WHO ACKNOWLEDGED THAT HE / SHE EXECUTED THE FOREGOING CERTIFICATE, FOR THE PURPOSE THEREIN MENTIONED AFTER HAVING BEEN AUTHORIZED  
TO DO SO.

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_



CITY OF SOUTHAVEN PLANNING COMMISSION

APPROVED BY THE CITY OF SOUTHAVEN PLANNING COMMISSION ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

ATTEST \_\_\_\_\_ SECRETARY \_\_\_\_\_ CHAIRPERSON \_\_\_\_\_

CITY OF SOUTHAVEN  
MAYOR AND BOARD OF ALDERMEN

APPROVED BY THE MAYOR AND BOARD OF ALDERMEN ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

ATTEST \_\_\_\_\_ CITY CLERK \_\_\_\_\_ MAYOR \_\_\_\_\_

CHANCERY CLERK'S CERTIFICATE  
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 INDEXES AND DULY

RECORDED IN PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.

CHANCERY CLERK \_\_\_\_\_

FIRST REVISION TO  
**LOT 6 BILL LARUS  
TCHULAHOMA RD SUBDIVISION  
PB 8 PG 44  
2 LOTS/ ± 1.83 ACRES**  
LOCATED IN PARTS OF THE SOUTHEAST 1/4, OF THE  
NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 2 SOUTH,  
RANGE 7 WEST, AND PARTS OF THE SOUTHWEST 1/4 OF  
THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 SOUTH,  
RANGE 7 WEST, CITY OF SOUTHAVEN,  
COUNTY OF DESOTO, STATE OF MISSISSIPPI



1149 CENTRE ST, SUITE 3, SOUTHAVEN, MS 38671  
PHONE: (662) 342-7273  
FAX: (662) 342-5358

**City of Southaven  
Office of Planning and Development  
Design Review Staff Report**



<b>Date of Hearing:</b>	January 30, 2023
<b>Public Hearing Body:</b>	Planning Commission
<b>Applicant:</b>	Gro-Mart Associates 40 S. Main Street Suite 2900 Memphis, TN 38103 901-577-6140
<b>Total Acreage:</b>	1.23 acres
<b>Existing Zone:</b>	Planned Commercial (C-4)
<b>Location of Design Review Application</b>	Southwest corner of Goodman Road and Malone Road
<b>Comprehensive Plan Designation:</b>	Commercial
<b>Staff Comments:</b>	
<p>The applicant is requesting design review approval for a 664 sq. ft. coffee kiosks to be located on the south side of Goodman Road, west of Malone Road. The following items were submitted:</p>	
<b><u>Building Elevations:</u></b>	
<p>The building is designed as a single store structure with a flat roof line which slopes to the rear of the building for run off purposes. The building is proposed as a mixture of thin brick shown in Charcoal gray and a hardi cement panel in “Skyline steel”. The hardi panel has a smooth finish and is proposed as rectangular panels to give some depth and design to the material. The building is not designed for customer entrance, so the frontage of the building, which faces Goodman Road shows a single two pane window line with the brick shown to the top line of the window. The hardi panel is shown above the window line which is capped with a hardi panel shown in black. The front window along with the rest of the main window lines have red awnings. Along both sides the applicant is showing the brick wrapping the corners and extending about half way along the side facades with the hardi panel above. At the half way point, the hardi panel takes on the entire wall façade. There are three small decorative windows on each side of the building with decorative down lighting above them for accenting purposes. The rear of the building is shown completely in the brick veneer dark gray.</p>	
<b><u>Landscaping:</u></b>	
<p>The applicant is showing the following list of materials for the landscape design: Shade trees: Southern Red Oak caliper at 3.0” caliper</p>	



Ornamental trees: Pink Velour Crape Myrtle at 2.5" caliper and 10'-12' minimum height  
Shrubs: Dwarf Yaupon holly with a five (5) gallon minimum  
Additional materials include Bermuda grass and hydro seed.

The applicant shows incremental plantings along the access drive to Malone Road with a typical section having a staggered double row of the holly shrubs and the Southern oaks. The frontage along Goodman Road also includes three crape myrtles within the section. Between the planting beds, the applicant shows seeded area only. There are two oaks planted at the rear of the site on each end of the parking lot.

The applicant has submitted a lighting spec which is shown as the decorative acorn single head lights; however, staff does not see a photometric plan which identifies where the lights are to be located.

**Staff Recommendations:**

Staff believes the proposed elevations provide a nice neutral mixture of colors and materials. Staff has no comments regarding the building.

Staff has provided a comment sheet for the landscaping which identifies some changes that will be required including:

1. The streetscape width along Goodman Road is required to be a minimum of twenty (20) feet;
2. The green space on the west side of the building should incorporate a landscape design as opposed to solid grass area;
3. The spaces between the drive isle template going to Malone Road should either carry continuously and bring in additional shrubbery materials or a cluster of three crape myrtles should be put in place;
4. A planting bed should be incorporated on each side of the entry point on Malone and the east side of the entrance on Goodman Road;
5. A tight line of evergreen ornamentals should be placed around the dumpster enclosure.

The applicant did not submit a photometric plan; however, as with all new construction sites, a decorative light is required. The applicants proposed lighting spec is acceptable. It is staffs recommendation that the lighting be placed on each side of the entry points and along the frontage drive isle to further enhance the screening of this drive.

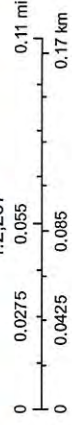
Staff has no further comments and recommends approval.



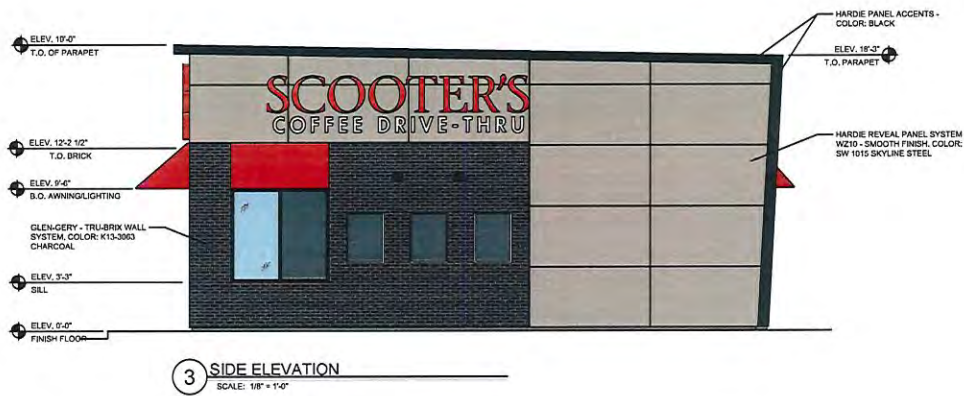
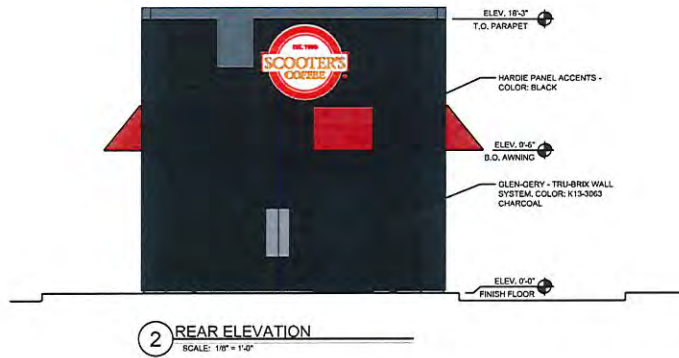
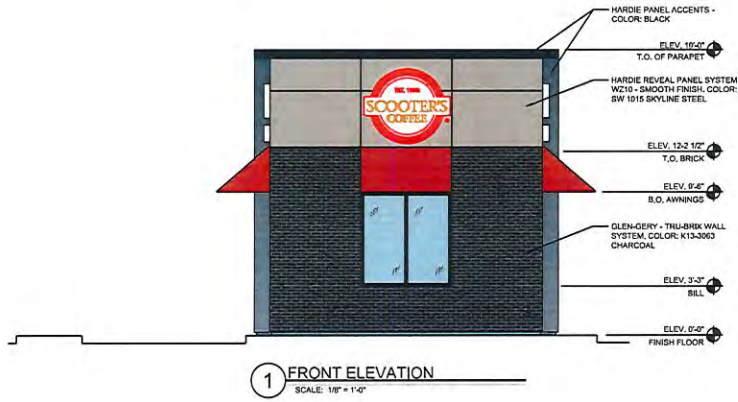


January 12, 2023

1:2,257











All national, state, and local building code requirements must be followed and where they are more stringent than the Reveal® Panel System installation requirements, state and local requirements will take precedence.

### Document Scope

This document applies to the Reveal® Panel System. The use of this product is limited to buildings not exceeding 85 feet in height.

### General Description

Reveal Panel System is a noncombustible fiber-cement panel siding, manufactured by James Hardie Building Products Inc.

### Product Dimensions

Thickness – 7/16 inch      Length – 95½ inches      Width – 47½ inches

### Product Composition

Reveal panels used in the Reveal Panel System are a Grade II, Type A, fiber-cement flat sheet as defined by ASTM C 1186. The panels are manufactured by the Hatschek process and cured by high pressure steam autoclaving.

### Code Compliance

#### Reveal Panel System complies with:

- The 2006, 2009, 2012, and 2015 International Building Code® (IBC) Section 1404.10 and 2006, 2009, 2012, and 2015 International Residential Code® (IRC) Table R703.4 and Section R703.10.1 as ASTM C 1186 Grade II, Type A (ISO 8336, Category A, Class 2) Fiber Cement.

#### Wind Design:

- Design Tables 2 and 3 provide allowable capacity in mph for transverse load conditions for the Reveal Panel System attached to either wood framing, wood furring, metal framing, metal hat channel, metal or z-girt, tested in accordance to ASTM E 330.
- Wood framing and furring shall have a specific gravity of 0.42 or greater unless otherwise stated.
- Metal framing and furring shall be a minimum of 20 gauge (33 mil) structural to a maximum of 16 gauge (54 mil).

#### Fire Characteristics:

- Reveal Panel System is classified as noncombustible when tested in accordance with ASTM E136.
- Reveal Panel System may be used in ASTM E119 fire resistance rated assemblies as listed by Warnock Hersey (for more information, contact James Hardie at 1-888 J-HARDIE (1-888 542-7343) or [info@JamesHardie.com](mailto:info@JamesHardie.com)): 60 minute designs JH/FCS 60-01, JH/FCS 60-02, and JH/FCS 60-03. 120 minute designs JH/FCS 120-01 and JH/FCS 120-02.
- Reveal Panel System are Class A material according to 2006, 2009, 2012, and 2015 IBC Section 803.1.1. Surface burning characteristics in accordance with ASTM E 84: Flame Spread Index = 0 and Smoke Developed Index ≤ 5.
- The building official reserves the right to approve alternate materials, design and methods of construction based on research reports and/or tests based on 2006, 2009, 2012, and 2015 IBC Section 104.11, 2006, 2009, 2012, and 2015 IRC Section R104.11.
- Test reports can be furnished to the building official upon request, contact your local James Hardie sales representative.

### Installation Requirements

- Reveal Panel System shall be installed on exterior walls braced in accordance with the applicable building code.
- A water-resistive barrier complying with Section 1403.2 of the IBC or Section R703.2 of the IRC is required to be installed.
- Install the Reveal Panel System in accordance with this report and the James Hardie published installation requirements. For a copy contact your local James Hardie sales representative or visit [www.JamesHardiePros.com](http://www.JamesHardiePros.com).

**Table 1, Reveal Panel System ASTM C 1186 Physical Properties and Supplementary Requirements**

Warnock Hersey  
AUTHORIZATION TO  
MARK



**Intertek**  
LISTED

Client # 8518,  
17832

**Intertek**

	ASTM Test Method	General Property	Unit or Characteristic	Requirement	Result
Physical Attributes	ASTM C1185	Dimensional Tolerances	Length	± 0.5% or ±1/4 in	Pass
			Width	± 0.5% or ±1/4 in	
			Thickness	± 0.04 in	
			Squareness	<1/32 in/ft of length	
			Edge Straightness	<1/32 in/ft of length	
ASTM C1185	Density, lb/ft <sup>3</sup>		As reported	<75	
ASTM C1185	Water Tightness	Physical Observations	No drop formation	Pass	
ASTM C1185	Flexural Strength	Wet conditioned, psi	>1015 psi	Pass	
		Equilibrium conditioned, psi	>1450 psi		
Durability	ASTM C1185	Warm Water Resistance, Observations	Physical Observations	No visible cracks or structural alteration	Pass
	ASTM C1185	Heat/Rain Resistance	Physical Observations	No visible cracks or structural alteration	Pass
	ASTM C1185	Freeze/Thaw Resistance	Physical Observations	No visible cracks or structural alteration	Pass
			Mass Loss, %	≤ 3.0%	
ASTM G23	UV Accelerated Weathering Test	Physical Observations	Freeze/Thaw, % strength retention	≥ 80%	
Fire Characteristics	ASTM E84	Surface Burning Characteristics	Flame Spread Index (FSI)	0	
			Smoke Developed Index (SDI)	≤ 5	
			Fuel Contributed	0	
				NFPA Class	A
				Uniform Building Code Class	1
			International Building Code® class	A	
ASTM E136	Noncombustibility	Noncombustible		Pass	





All national, state, and local building code requirements must be followed and where they are more stringent than the Reveal® Panel System installation requirements, state and local requirements will take precedence.

**Table 2, Wind Design Table, Exposed Fastening**

Allowable Wind Speed (mph) for Reveal Panel System (Analytical Method in ASCE 7-10 Chapter 30 C&C Part 1 and Part 3)6

Product	Product Thickness (in.)	Width (in.)	Fastener Type	Fastener Spacing	Frame Type	Stud Spacing (in.)	Allowable Design Load (psf)	Building Height <sup>2,5</sup> (ft.)	2015 IBC & IRC 2012 IBC (Ultimate Design Wind Speed, $V_{ult}$ <sup>3</sup> )			2012 IRC 2009, 2006 IBC & IRC <sup>7</sup> (Basic Wind Speed, $V_{bsd}$ <sup>4</sup> )		
									Wind exposure			Wind exposure		
									B	C	D	B	C	D
Reveal Panel System	7/16	47.5	No. 10-12 x 1.5 in long x 0.472 in head diameter button head screw	Configuration 1 (Exposed) [2 screws measuring 12" from panel edge]	2x4 wood (SPF) + wood furring (3/4" thick x min 1-1/2" wide) <sup>8,9</sup>	16	42.5	0-15	172	156	141	133	121	110
								20	172	151	138	133	117	107
								25	172	148	136	133	115	105
								30	172	145	133	133	112	103
								35	168	143	132	130	111	102
								40	165	141	130	128	109	101
								45	162	139	129	125	108	100
								50	159	137	127	124	106	99
								55	158	136	126	122	106	98
								60	156	135	125	121	105	97
								65	137	120	111	106	93	86
								70	136	119	111	105	92	86
								75	134	118	110	104	91	85
								80	133	117	109	103	90	85
85	132	116	109	102	90	84								
Reveal Panel System	7/16	47.5	No. 10-12 x 1.5 in long x 0.472 in head diameter button head screw	Configuration 2 (Exposed) [3 screws measuring 8" from panel edge and one screw equidistant in center]	2x4 wood (SPF) + wood furring (3/4" thick x min 1-1/2" wide) <sup>8,9</sup>	16	68.7	0-15	218	198	180	169	153	139
								20	218	192	176	169	149	136
								25	218	188	172	169	146	134
								30	218	184	169	169	143	131
								35	214	182	167	165	141	130
								40	209	179	165	162	139	128
								45	206	177	164	160	137	127
								50	203	175	162	157	135	125
								55	200	173	161	155	134	124
								60	198	172	159	153	133	124
								65	175	152	141	135	118	109
								70	173	151	141	134	117	109
								75	171	149	140	132	116	108
								80	169	148	139	131	115	107
85	168	147	138	130	114	107								
Reveal Panel System	7/16	47.5	No. 10-12 x 1.5 in long x 0.472 in head diameter button head screw <sup>1</sup>	Configuration 3 (Exposed) [3 screws measuring 8" from panel edge and one screw equidistant in center]	Minimum 20 gauge Steel (studs, z-girts or hat channel)	16	56.3	0-15	197	179	163	153	139	126
								20	197	174	159	153	135	123
								25	197	170	156	153	132	121
								30	197	167	153	153	129	119
								35	193	164	151	150	127	117
								40	190	162	150	147	125	116
								45	186	160	148	144	124	115
								50	184	158	147	142	123	114
								55	181	157	145	140	121	113
								60	179	155	144	139	120	112
								65	158	138	128	123	107	99
								70	156	136	127	121	106	99
								75	155	135	127	120	105	98
								80	153	134	126	119	104	97
85	152	133	125	118	103	97								



All national, state, and local building code requirements must be followed and where they are more stringent than the Reveal® Panel System installation requirements, state and local requirements will take precedence.

**Table 2, Wind Design Table, Exposed Fastening (continued)**

Allowable Wind Speed (mph) for Reveal Panel System (Analytical Method in ASCE 7-10 Chapter 30 C&C Part 1 and Part 3)6

Product	Product Thickness (in.)	Width (in.)	Fastener Type	Fastener Spacing	Frame Type	Stud Spacing (in.)	Allowable Design Load (psf)	Building Height <sup>2,5</sup> (ft.)	2015 IBC & IRC 2012 IBC (Ultimate Design Wind Speed, $V_{ult}$ <sup>3</sup> )			2012 IRC 2009, 2006 IBC & IRC <sup>7</sup> (Basic Wind Speed, $V_{asd}$ <sup>4</sup> )		
									Wind exposure			Wind exposure		
									B	C	D	B	C	D
Reveal Panel System	7/16	47.5	No. 10-12 x 1.5 in long x 0.472 in head diameter button head screw <sup>1</sup>	Configuration 4 (Exposed) [4 screws measuring 6" from panel edge and two screws spaced equidistant in center]	Minimum 20 gauge Steel (studs, z-girts or hat channel)	16	69.2	0-15	219	199	180	170	154	140
								20	219	193	176	170	150	137
								25	219	189	173	170	146	134
								30	219	185	170	170	143	132
								35	214	182	168	166	141	130
								40	210	180	166	163	139	128
								45	207	177	164	160	137	127
								50	204	175	163	158	136	126
								55	201	174	161	156	135	125
								60	199	172	160	154	133	124
								65	175	153	142	136	118	110
								70	173	151	141	134	117	109
								75	172	150	140	133	116	109
								80	170	149	139	131	115	108
85	168	148	139	130	115	107								
Reveal Panel System	7/16	47.5	No. 10-12 x 1.5 in long x 0.472 in head diameter button head screw	Configuration 5 (Exposed) [4 screws measuring 6" from panel edge and two screws spaced equidistant in center]	2x4 wood (SPF) + wood furring (3/4" thick x min 1-1/2" wide) <sup>8,9</sup>	24	57.4	0-15	199	181	164	154	140	127
								20	199	176	161	154	136	124
								25	199	172	158	154	133	122
								30	199	169	155	154	131	120
								35	195	166	153	151	129	118
								40	191	164	151	148	127	117
								45	188	162	149	146	125	116
								50	185	160	148	144	124	115
								55	183	158	147	142	123	114
								60	181	157	146	140	122	113
								65	160	139	129	124	108	100
								70	158	138	129	122	107	100
								75	156	137	128	121	106	99
								80	155	135	127	120	105	98
85	153	135	126	119	104	98								
Reveal Panel System	7/16	47.5	No. 10-12 x 1.5 in long x 0.472 in head diameter button head screw <sup>1</sup>	Configuration 6 (Exposed) [4 screws measuring 6" from panel edge and two screws spaced equidistant in center]	Minimum 20 gauge Steel (studs, z-girts or hat channel)	24	50	0-15	186	169	153	144	131	119
								20	186	164	150	144	127	116
								25	186	161	147	144	124	114
								30	186	157	145	144	122	112
								35	182	155	143	141	120	111
								40	179	153	141	138	118	109
								45	176	151	140	136	117	108
								50	173	149	138	134	116	107
								55	171	148	137	132	114	106
								60	169	146	136	131	113	105
								65	149	130	121	115	100	93
								70	147	129	120	114	100	93
								75	146	127	119	113	99	92
								80	144	126	118	112	98	92
85	143	126	118	111	97	91								

1. Screws shall penetrate the metal framing at least three full threads.
2. Building height = mean roof height (in feet) of a building, except that eave height shall be used for roof angle  $\Theta$  less than or equal to  $10^\circ$  (2-12 roof slope).
3.  $V_{ult}$  = ultimate design wind speed.
4.  $V_{asd}$  = nominal design wind speed.
5. Linear interpolation of building height and wind speed is permitted.
6. Wind speed design assumptions per Analytical Method in ASCE 7-10 Chapter 30 C&C Part 1 and Part 3:  $K_{zt}=1$ ,  $K_d=0.85$ ,  $GC_p=-1.4$  ( $h \leq 60$ ),  $GC_p=-1.8$  ( $h > 60$ ).
7. 2009 IBC/IRC, 2006 IBC/IRC calculated using Importance Factor,  $I = 1$ .
8. Wood furring is preservative treated per AWPA.
9. Wood furring is specific gravity of 0.42 or greater per AF&NDS; or wood structural panel, conforming to DOC PS-1 or DOC PS-2 or APA PRP-108.

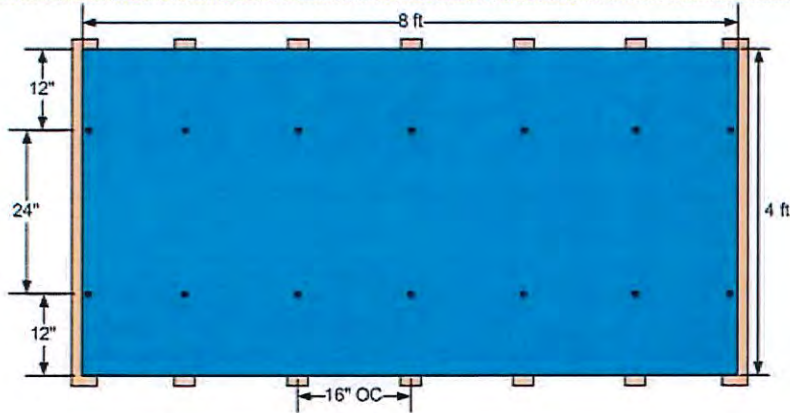




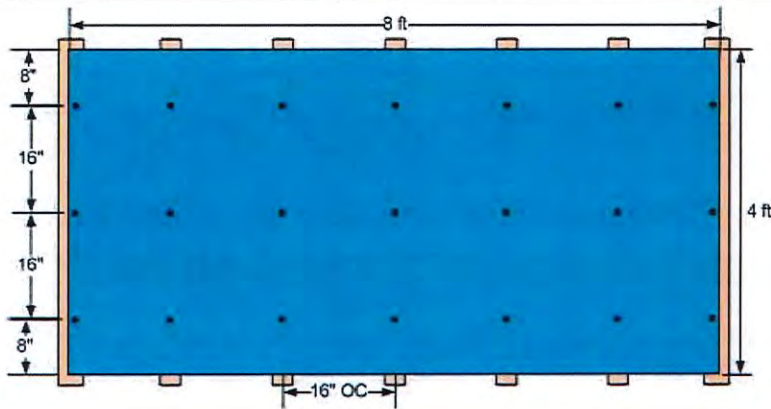
# Reveal® Panel System

All national, state, and local building code requirements must be followed and where they are more stringent than the Reveal® Panel System installation requirements, state and local requirements will take precedence.

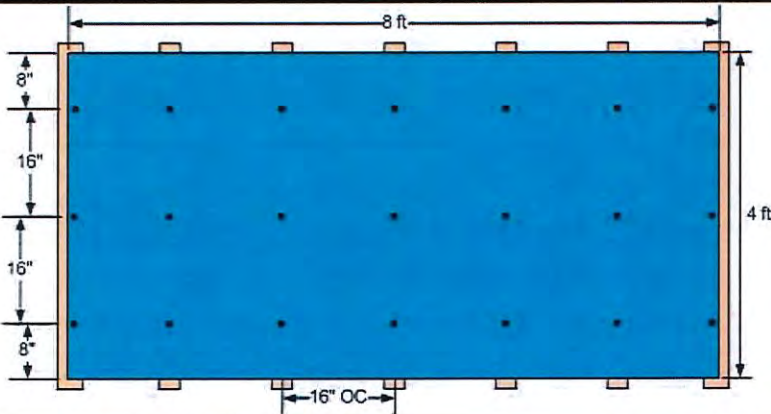
**Figure 1. Fastening Configurations, Exposed Fastening**



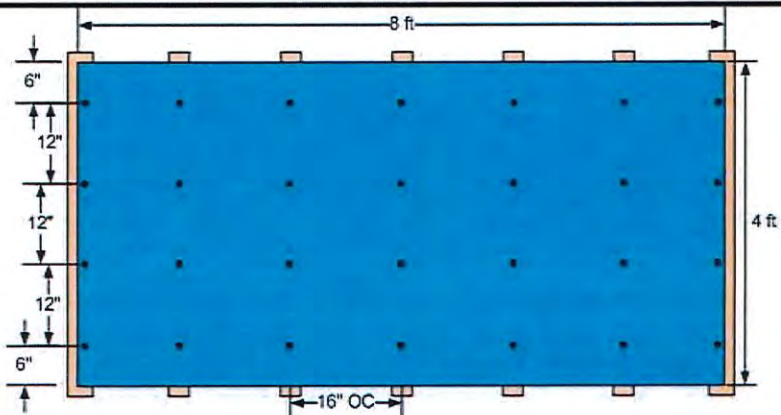
**Configuration 1 (Exposed): 16" OC Wood Stud Frame – Low Wind Load Design**



**Configuration 2 (Exposed): 16" OC Wood Stud Frame – High Wind Load Design**



**Configuration 3 (Exposed): 16" OC Steel Stud Frame – Low Wind Load Design**



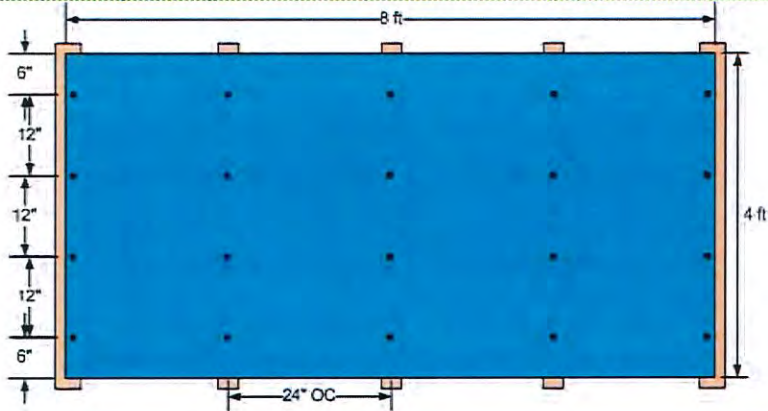
**Configuration 4 (Exposed): 16" OC Steel Stud Frame – High Wind Load Design**



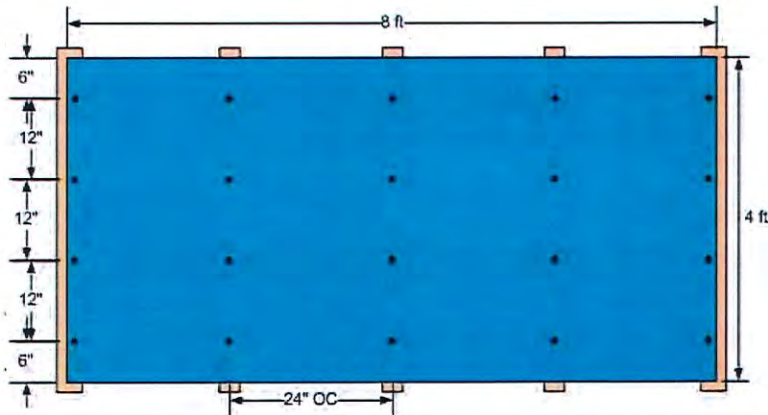
# Reveal® Panel System

All national, state, and local building code requirements must be followed and where they are more stringent than the Reveal® Panel System installation requirements, state and local requirements will take precedence.

Figure 1. Fastening Configurations, Exposed Fastening (continued)



Configuration 5 (Exposed): 24" OC Wood Stud Frame



Configuration 6 (Exposed): 24" OC Steel Stud Frame





All national, state, and local building code requirements must be followed and where they are more stringent than the Reveal® Panel System installation requirements, state and local requirements will take precedence.

**Table 3. Wind Design Table, Countersunk Fastening**

Allowable Wind Speed (mph) for Reveal Panel System (Analytical Method in ASCE 7-10 Chapter 30 C&C Part 1 and Part 3)6

Product	Product Thickness (in.)	Width (in.)	Fastener Type	Fastener Spacing	Frame Type	Stud Spacing (in.)	Allowable Design Load (psf)	Building Height <sup>2,5</sup> (ft.)	2015 IBC & IRC 2012 IBC (Ultimate Design Wind Speed, $V_{ult}^3$ )			2012 IRC 2009, 2006 IBC & IRC <sup>7</sup> (Basic Wind Speed, $V_{asd}^4$ )		
									Wind exposure			Wind exposure		
									B	C	D	B	C	D
Reveal Panel System	7/16	47.5	#8 x 1-5/8" long buglehead screw, 0.390" HD, countersunk with head of screw to be 1-1.5mm below panel's surface	Configuration 7 (Countersunk) [3 screws per stud starting 8" from the edge]	2x4 w ood (SPF) + w ood furring (3/4" thick x min 4" wide) <sup>8,9</sup>	16	37.1	0-15	160	145	132	124	113	102
								20	160	141	129	124	109	100
								25	160	138	127	124	107	98
								30	160	135	125	124	105	96
								35	157	133	123	122	103	95
								40	154	132	121	119	102	94
								45	151	130	120	117	101	93
								50	149	128	119	115	99	92
								55	147	127	118	114	99	91
								60	145	126	117	113	98	91
								65	128	112	104	99	87	80
								70	127	111	103	98	86	80
								75	126	110	103	97	85	80
								80	124	109	102	96	84	79
85	123	108	102	95	84	79								
Reveal Panel System	7/16	47.5	#8 x 1-5/8" long buglehead screw, 0.390" HD, countersunk with head of screw to be 1-1.5mm below panel's surface	Configuration 8 (Countersunk) [4 screws per stud starting 6" from the edge]	2x4 w ood (SPF) + w ood furring (3/4" thick x min 4" wide) <sup>8,9</sup>	16	44.8	0-15	176	160	145	136	124	112
								20	176	155	142	136	120	110
								25	176	152	139	136	118	108
								30	176	149	137	136	115	106
								35	172	147	135	134	114	105
								40	169	145	133	131	112	103
								45	166	143	132	129	111	102
								50	164	141	131	127	109	101
								55	162	140	130	125	108	101
								60	160	139	129	124	107	100
								65	141	123	114	109	95	88
								70	140	122	114	108	94	88
								75	138	121	113	107	93	87
								80	137	120	112	106	93	87
85	135	119	112	105	92	86								
Reveal Panel System	7/16	47.5	#8 x 1-5/8" long buglehead screw, 0.390" HD, countersunk with head of screw to be 1-1.5mm below panel's surface	Configuration 9 (Countersunk) [3 screws per stud starting 8" from the edge]	2x4 w ood (SPF) + w ood furring (3/4" thick x min 4" wide) <sup>8,9</sup>	24	36.7	0-15	159	145	131	123	112	102
								20	159	141	128	123	109	99
								25	159	138	126	123	107	98
								30	159	135	124	123	104	96
								35	156	133	122	121	103	95
								40	153	131	121	119	101	94
								45	151	129	120	117	100	93
								50	148	128	118	115	99	92
								55	146	127	117	113	98	91
								60	145	125	117	112	97	90
								65	128	111	103	99	86	80
								70	126	110	103	98	85	80
								75	125	109	102	97	85	79
								80	124	108	101	96	84	79
85	123	108	101	95	83	78								



All national, state, and local building code requirements must be followed and where they are more stringent than the Reveal® Panel System installation requirements, state and local requirements will take precedence.

**Table 3, Wind Design Table, Countersunk Fastening (continued)**

Allowable Wind Speed (mph) for Reveal Panel System (Analytical Method in ASCE 7-10 Chapter 30 C&C Part 1 and Part 3)6

Product	Product Thickness (in.)	Width (in.)	Fastener Type	Fastener Spacing	Frame Type	Stud Spacing (in.)	Allowable Design Load (psf)	Building Height <sup>2,5</sup> (ft.)	2015 IBC & IRC 2012 IBC (Ultimate Design Wind Speed, $V_{ult}^3$ )			2012 IRC 2009, 2006 IBC & IRC <sup>7</sup> (Basic Wind Speed, $V_{asd}^4$ )		
									Wind exposure			Wind exposure		
									B	C	D	B	C	D
Reveal Panel System	7/16	47.5	#8 x 1-5/8" long buglehead self-tapping screw, 0.390" HD <sup>1</sup> , countersunk with head of screw to be 1-1.5mm below panel's surface	Configuration 10 (Countersunk) [3 screws per stud starting 8" from the edge]	Minimum 20 gauge Steel (studs, z-girts or hat channel)	16	42.5	0-15	172	156	141	133	121	110
								20	172	151	138	133	117	107
								25	172	148	136	133	115	105
								30	172	145	133	133	112	103
								35	168	143	132	130	111	102
								40	165	141	130	128	109	101
								45	162	139	129	125	108	100
								50	159	137	127	124	106	99
								55	158	136	126	122	106	98
								60	156	135	125	121	105	97
								65	137	120	111	106	93	86
								70	136	119	111	105	92	86
								75	134	118	110	104	91	85
								80	133	117	109	103	90	85
85	132	116	109	102	90	84								
Reveal Panel System	7/16	47.5	#8 x 1-5/8" long buglehead self-tapping screw, 0.390" HD <sup>1</sup> , countersunk with head of screw to be 1-1.5mm below panel's surface	Configuration 11 (Countersunk) [3 screws per stud starting 8" from the edge]	Minimum 20 gauge Steel (studs, z-girts or hat channel)	24	33.2	0-15	152	138	125	117	107	97
								20	152	134	122	117	104	95
								25	152	131	120	117	101	93
								30	152	128	118	117	99	91
								35	148	126	116	115	98	90
								40	146	124	115	113	96	89
								45	143	123	114	111	95	88
								50	141	122	113	109	94	87
								55	139	120	112	108	93	87
								60	138	119	111	107	92	86
								65	121	106	-	94	82	-
								70	120	105	-	93	81	-
								75	119	104	-	92	80	-
								80	118	103	-	91	80	-
85	117	102	-	90	79	-								

1. Screws shall penetrate the metal framing at least three full threads.
2. Building height = mean roof height (in feet) of a building, except that eave height shall be used for roof angle  $\Theta$  less than or equal to  $10^\circ$  (2-12 roof slope).
3.  $V_{ult}$  = ultimate design wind speed.
4.  $V_{asd}$  = nominal design wind speed.
5. Linear interpolation of building height and wind speed is permitted.
6. Wind speed design assumptions per Analytical Method in ASCE 7-10 Chapter 30 C&C Part 1 and Part 3:  $K_{zt}=1$ ,  $K_d=0.85$ ,  $GC_p=-1.4$  ( $h \leq 60$ ),  $GC_p=-1.8$  ( $h > 60$ ),  $GC_{pi}=0.18$ .
7. 2009 IBC/IRC, 2006 IBC/IRC calculated using Importance Factor,  $I = 1$ .
8. Wood furring is preservative treated per AWPA.
9. Wood furring is specific gravity of 0.42 or greater per AFPA/NDIS; or wood structural panel, conforming to DOC PS-1 or DOC PS-2 or APA PRP-108.

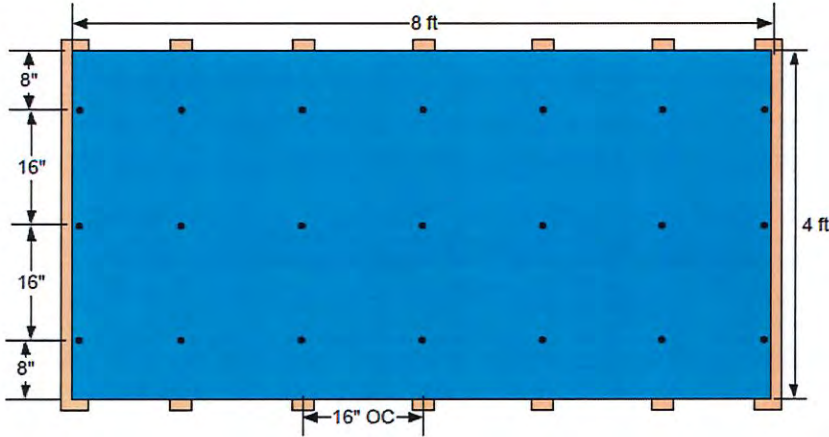




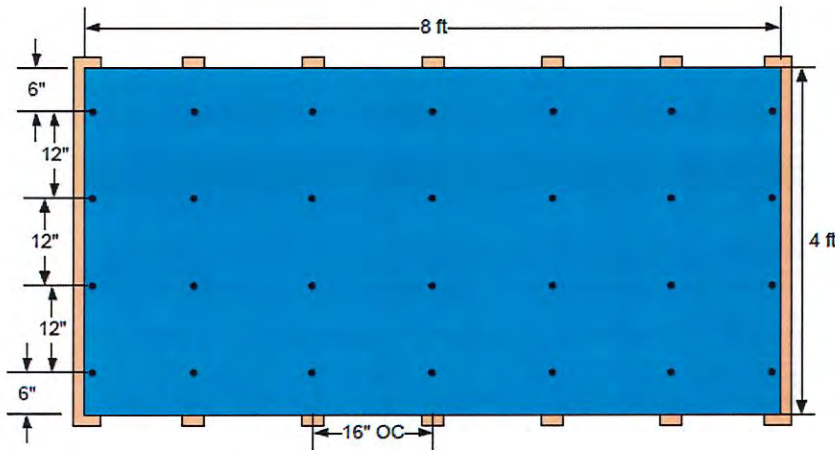
# Reveal® Panel System

All national, state, and local building code requirements must be followed and where they are more stringent than the Reveal® Panel System installation requirements, state and local requirements will take precedence.

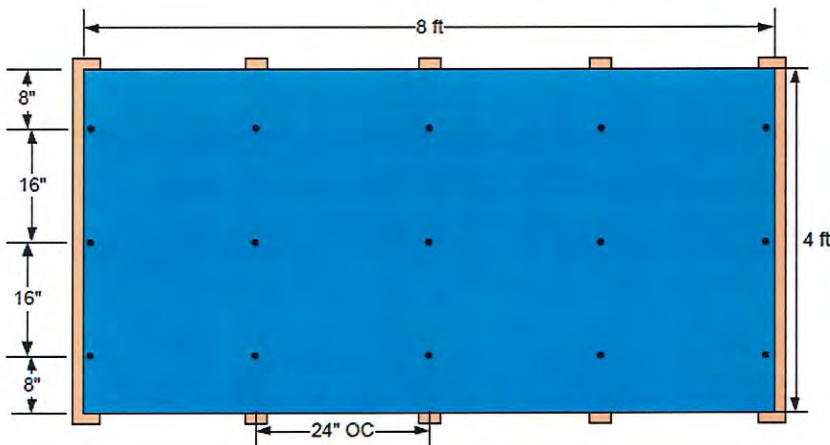
Figure 2. Fastening Configurations, Countersunk Fastening



**Configuration 7 (Countersunk): 16" OC Wood Stud Frame – Low Wind Load Design**



**Configuration 8 (Countersunk): 16" OC Wood Stud Frame – High Wind Load Design**



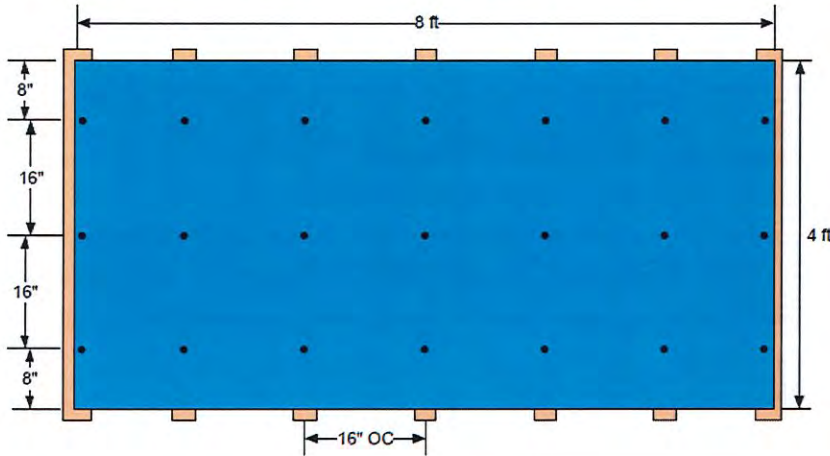
**Configuration 9 (Countersunk): 24" OC Wood Stud Frame**



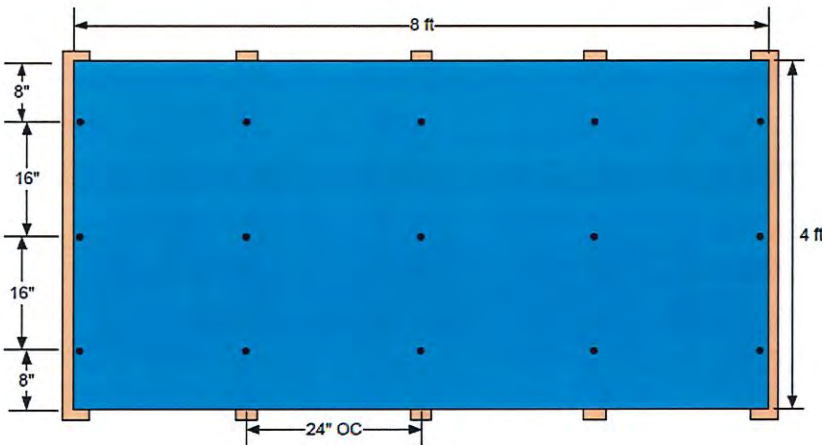
# Reveal® Panel System

All national, state, and local building code requirements must be followed and where they are more stringent than the Reveal® Panel System installation requirements, state and local requirements will take precedence.

Figure 2, Fastening Configurations, Countersunk Fastening (continued)



Configuration 10 (Countersunk): 16" OC Steel Stud Frame



Configuration 11 (Countersunk): 24" OC Steel Stud Frame



# JamesHardie



# Tru-Brix®

L I G H T E N   T H E   L O A D ,   N O T   T H E   L O O K

---



  
**Glen-Gery**

---



## Lighten the load, not the look.



### Tru-Brix delivers

Tru-Brix cladding makes real brick available for projects where full-size brick isn't economical or practical.

Tru-Brix will eliminate the need for load-carrying steel, footers or wall height restrictions.

As with traditional brick, installers can adapt coursing to window and door openings, and adjust for out-of-square or out-of-plumb building situations.

Includes a wide range of special shapes and designs, and hundreds of brick colors and textures.

The steel engagement into the tile grooves eliminates the possibility of a bond failure, which is possible in glue or mortar systems.

Virtually any wall construction supports Tru-Brix: light commercial metal stud; curtain wall, prefabricated panels, or residential stud framing, insulated metal panels, and is exceptionally well-suited for rain screen wall systems.

## Classic architecture, or modern styles.

### Residential applications

Tru-Brix, the strongest, most versatile way to apply thin brick to any home, replaces vinyl, wood or aluminum siding. A patented, snap-in steel-rail design holds the brick in place for a permanent mechanical attachment.

Tru-Brix provides the appeal of real brick without the cost, construction time and complications of traditional masonry.

### Architectural applications

Tru-Brix Thin Brick Façade System is a highly functional, contemporary evolution of a classic building material. It expands the design palette, bringing brick's distinctive appeal and permanence to an expanded range of building types. The Tru-Brix system also accommodates cast stone, window sills and headers, accent bands, soldier courses and many other attractive features, shapes and designs not possible with other thin-brick methods.

### Tru-Brix used on various wall systems



2 x 4 stud wall



Concrete masonry wall



Metal stud wall



Prefabricated wall



Insulated Metal Panel (IMP)



# Technical Data

<b>Weight</b>	11.5 PSF
<b>Brick Sizes</b>	Engineer 2 3/4" H x 7 5/8" L x 1" T Williamsburg 2 3/4" H x 8 1/2" L x 1" T Modular 2 1/4" H x 7 5/8" L x 1" T Norman 2 1/4" H x 11 5/8" L x 1" T
<b>Brick Coursing</b>	2 3/4" (Oversize) Rails: 5 Courses = 16" Adjusts up to: 5 Courses = 16 5/8" 2 1/4" (Modular) Rails: 3 Courses = 8" Adjusts up to: 3 Courses = 8 3/8"
<b>Brick Specifications</b>	<b>ASTM C216</b> Face Brick Grade SW (Severe Weathering) <b>ASTM C1088</b> Thin Brick Grade Exterior (Severe Weathering)
<b>Mortar</b>	<b>ASTM C270</b> Type N Mortar Cement with polymer additives for work-ability, durability and flexibility <b>ASTM C144</b> sand is included in the 50lb. bags
<b>Steel Holding Rails</b>	0.021" HDG, Commercial CS Type B, Non-Chemical Treated, Minimum Spangle, Smooth, Cold Roll Formed G-90 Galvanizing
<b>Anchors</b>	Type 1: #10 Polymer coated Wood Screws 1" to 2 1/2" Type 2: Self-tapping Polymer coated metal screws 1" to 1 1/2" Type 3: Concrete and masonry screws 1" to 2 1/2" Type 4: RSS-approved anchors for special applications
<b>Building Wrap</b>	<b>Vapor permeability:</b> 10 perms per <b>ASTM E96</b> Procedure A. <b>Vapor transmission:</b> 73 g/m <sup>2</sup> /24hrs. per <b>ASTM E96</b> Procedure A/B <b>Air leakage/Resistance:</b> 0.03 cfm/ft <sup>2</sup> at 75Pa Water resistance > 60 minutes per <b>ASTM D779</b> <b>Water resistance:</b> "Pass" per <b>ASTM E331</b> <b>Fire characteristics:</b> Flame spread< 25FSI and smoke development <450 SDI per <b>ASTM E84</b>
<b>Flashing</b>	Self-adhesive PVC 20 mil
<b>Fire Rating</b>	Adds only Non-combustible materials to rated walls* <small>*On most commercial applications except where building wrap is used as part of the Tru-Brix system.</small>

## Warranty:



Tru-Brix offers a 50-Year Warranty.



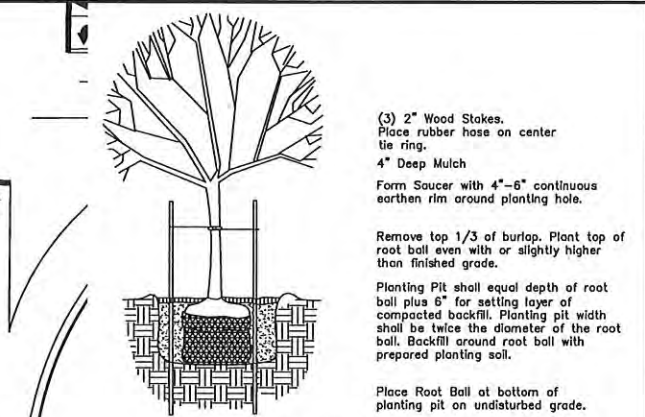
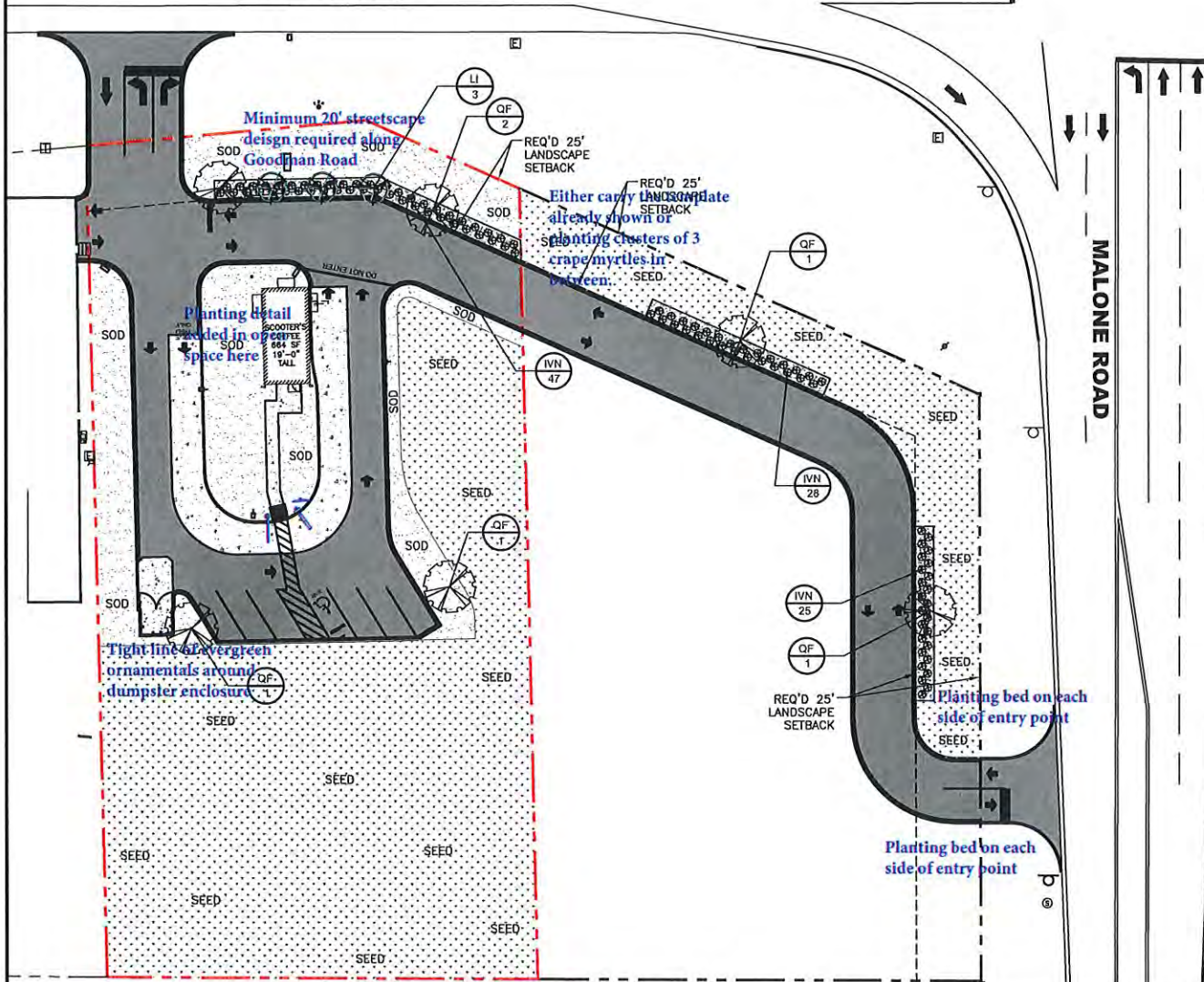
For additional information on Tru-Brix, including technical documents, installation guides and test data, visit [www.glengery.com](http://www.glengery.com).



A brand of  
**BRICKWORKS**  
 — BUILDING PRODUCTS —

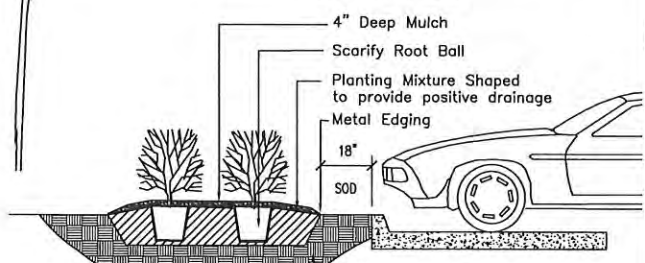


**GOODMAN RD.  
(MS HWY. 302)**



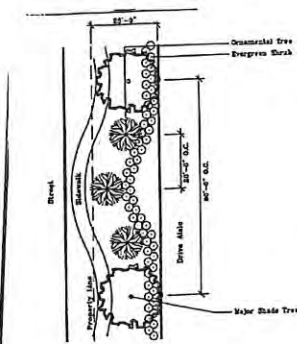
**TREE PLANTING DETAIL**

SCALE: NOT TO SCALE



**SHRUB PLANTING SECTION**

SCALE: NOT TO SCALE



**STREETSCAPE B-1**

SCALE: NOT TO SCALE

**LINFIELD, HUNTER & JUNIUS, INC.**  
PROFESSIONAL ENGINEERS,  
ARCHITECTS AND SURVEYORS  
3608 18th Street, Suite 200  
Metairie, Louisiana 70002  
©2022 by Linfield, Hunter & Junius, Inc.

**SCOOTER'S COFFEE**  
188 1998

SOUTHWEST CORNER OF  
GOODMAN RD. (MS 302)  
& MALONE RD.  
SOUTHAVEN, MS

**LANDSCAPING PLAN**  
0' 30' 60'  
18"x24" SCALE: 1" = 30'

PLANT LIST					
SYM.	Qty.	Botanical Name	Common Name	Specifications	Space
Trees/Shrubs/Groundcovers					
LI	3	Lagerstroemia indica 'White If'	Crepe Myrtle, Pink Velour	30 gallon, 10-12" HL, 2.5" Cal. Min.	As Shown
MI	100	Ilex vomitoria 'nana'	Dwarf Yaupon Holly	5 Gallon, 36"x36" Spread	As Shown
QF	6	Quercus falcata	Southern Red Oak	30 gallon, 10-12" HL, 3.0" Cal. Min.	As Shown
Turf					
SOD	Field Measure	Cynodon dactylon	Common Bermuda	Solid Sod, Pallets	
SEED	Field Measure	Cynodon dactylon	Common Bermuda	Hydroseeding	

LANDSCAPE/PAVEMENT LEGEND	
SOD	
SEED	
CONCRETE	
ASPHALT	

PERVIOUS VS. IMPERVIOUS SURFACE	
TOTAL LOT AREA	83,513.17 S.F.
TOTAL BUILDING AREA	664 S.F. (1.2% OF TOTAL SITE)
TOTAL IMPERVIOUS AREA	16,826.17 S.F. (31% OF TOTAL SITE)
TOTAL PERVIOUS AREA	36,687.00 S.F. (69% OF TOTAL SITE)

**DEVELOPER:**  
FIVE STAR DEVELOPMENT OF ALABAMA  
116 JEFFERSON STREET  
SUITE 204  
HUNTSVILLE, AL 35801



**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND  
THE CITY OF SOUTHAVEN CODE OF ORDINANCES,  
TITLE XIII, CHAPTER 12, SECTION 13-12(m) FN49 AND CHART 4 COMMERCIAL  
ZONE DISTRICTS**

The Mayor and Board of Aldermen of the City of Southaven, Mississippi (the "City"), considered the matter of amending the Southaven Code of Ordinances, specifically, TITLE XIII, CHAPTER 12, SECTION 13-12(m) CHART 4 COMMERCIAL ZONE DISTRICTS, ("Ordinances")

Thereupon Alderman Jerome offered and moved the adoption of the following resolution:

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND  
THE CITY OF SOUTHAVEN CODE OF ORDINANCES,  
TITLE XIII, CHAPTER 12, SECTION 13-12(m) FN 49 AND CHART 4 COMMERCIAL  
ZONE DISTRICTS**

**WHEREAS**, pursuant to Miss. Code 17-1-3, the City is vested with authority of regulatory controls over zoning and land uses, and may do all things, consistent with the laws of the state, which they deem necessary to protect the health and welfare of the residents; and

**WHEREAS**, further pursuant to Miss. Code 17-1-3, the City is empowered to promote the health, safety, morals, or the general welfare of the City by regulating the percentage of lot that may be occupied, the density of population, and the location and use of buildings, structures and land for trade, industry, residence or other purposes; and

**WHEREAS**, pursuant to Miss. Code 17-1-7, the City may regulate and restrict the erection, construction, reconstruction, alteration, repair or use of buildings, structures or land and regulations in one zone may differ from those in other zones; and

**WHEREAS**, pursuant to Miss. Code 17-1-9, the City may create zoning regulations designed to lessen congestion in the streets; to secure safety from fire, panic and other dangers; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks

and other public requirements with the purpose of considering the character of the district and its peculiar suitability for particular uses, and with a view to conserving the value of buildings, and encouraging the most appropriate use of land throughout the City; and

**WHEREAS**, the City Governing Authorities desire to ensure the long term use and viability of hotel buildings constructed and located within the City to prohibit blight and vacant buildings within the City; and

**WHEREAS**, due to the City's increased tourism and parks program, the number of guests to the City has and will continue to increase and the City desires to provide safety and quality for the visitors along with minimizing the traffic that the City residents experience throughout the year; and

**WHEREAS**, the City Governing Authorities desire to continue to maintain a low crime rate for its citizens by assisting the City Police so that the overabundance of hotels situated all over the City create problems for the adequate enforcement and maintaining of law and order within the City; and

**WHEREAS**, as the City continues to face great demand for the location of hotels, the City Governing Authorities desire to ensure that the number of hotels do not create the overcrowding of land along with the too much of an increase in the temporary concentration of people; thereby, creating increased dangers associated with panic, fire, and mayhem; and

**WHEREAS**, based on the aforementioned legal authority and findings, the City desires to amend the Ordinances to require a conditional use process for hotels; and

**WHEREAS**, the Ordinances, as amended, provide specific guidelines for the governmental authorities, and serves the legitimate City interest; and

**WHEREAS**, the Board authorizes the Mayor, or his designee, to sign such documents or take actions that are necessary or required for the effectuation of the amended Ordinance; and

**WHEREAS**, the City provided fifteen (15) days' notice of the hearing before the City Planning Commission and City Board of Alderman regarding the proposed re-zoning in an official paper or a paper of general circulation in Southaven, Desoto County; and

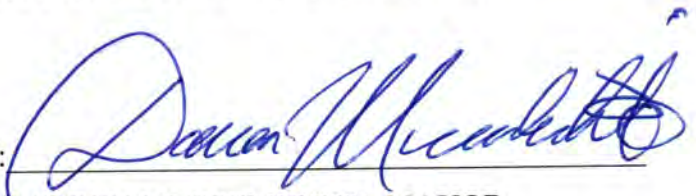





Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John David Wheeler	voted: YES
Alderman Raymond Flores	voted: YES
Alderman William Jerome	voted: YES

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 7<sup>th</sup> day of February, 2023.

CITY OF SOUTHAVEN, MISSISSIPPI

BY:   
DARREN MUSSELWHITE, MAYOR

ATTEST:

  
CITY CLERK





**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF SOUTHAVEN, MISSISSIPPI  
AUTHORIZING SINGLE SOURCE ITEM PURCHASE**

**WHEREAS**, the City of Southaven Police Department ("City Police") purchase restraint devices designed to be used by the City Police early in an encounter of someone suffering from a mental health crisis, narcotic induced psychosis, criminal, or other uncooperative behaviors to deescalate situations; and

**WHEREAS**, the City Police researched the best restraints to achieve the purpose as set forth above; and

**WHEREAS**, after review and research by the City Police, it is the recommendation of the City Police for the sole source purchase of the BolaWrap 150 ("Bola") from Wrap Technologies ("Wrap"), as Wrap is the Sole Source Manufacturer of the non-lethal Bola remote restraint technology

**WHEREAS**, Bola has a 7.5 foot Kevlar tether and hooks that are a unique patented design to catch into clothing have been specifically built to avoid causing injury and to not use pain as the method to gain control compliance and is also designed to be capable of confining a subject's arms against their torso to prevent the subject from physical fighting with an officer or brandishing a weapon; and

**WHEREAS**, only Bola provides these exclusive capabilities to law enforcement with its unique design and product capability; and

**WHEREAS**, the ATF has designated Bola as an "any other weapon" as the Bola has been designed to not look or feel like a firearm. The intention behind this unique design is to help prevent any confusion between an officer's lethal and non-lethal weapons; and

**WHEREAS**, the Bola product portfolio is covered by 17 patents issued in the US and 31 patents issued internationally and is manufactured in the United States in Arizona; and

**WHEREAS**, based on the review by the City Police's research team as previously set forth, it is determined that the goods and services solely provided by Wrap are what is needed by the City Police and as set forth in more detail in Exhibit A; and

**WHEREAS**, based on the need by the City Police of the exact products and services as noted above and as specifically set forth in Exhibit A and the sole source letter and justification as set

EXHIBIT A



EXHIBIT B



Re: BolaWrap® 150 Sole/Single Source Documentation

To Whom It May Concern:

Please accept this letter as confirmation that Wrap Technologies is the Sole Source Manufacturer of the non-lethal BolaWrap 150 remote restraint technology. Wrap Technologies is the owner and manufacturer of this unique solution for the law enforcement market. The BolaWrap 150 is a remote restraint device designed to be used by law enforcement early in an encounter of someone suffering from a mental health crisis, narcotic induced psychosis, criminal, or other uncooperative behaviors to deescalate situations rapidly so no other force is necessary. No other manufacturers make a remote restraint device comparable to this device.

The BolaWrap 150 remote restraint is unique and is specifically focused on law enforcement use that is non-lethal and is not intended to use pain compliance to take a subject into custody. The goal of BolaWrap is to de-escalate and to safely take a subject into custody while keeping the officer and the subject safe. There are other tools that use pain compliance through electricity, probes, bean bags, chemical irritants and will likely cause pain or injury. Bola Wrap with its 7.5 foot Kevlar tether and hooks that are a unique patented design to catch into clothing have been specifically built to avoid causing injury and to not use pain as the method to gain control compliance. The BolaWrap is also designed to be capable of confining a subject's arms against their torso to prevent the subject from physical fighting with an officer or brandishing a weapon. Only BolaWrap provides these exclusive capabilities to law enforcement with its unique design and product capability.

The ATF has designated BolaWrap as an "any other weapon". The BolaWrap 150 has been designed to not look or feel like a firearm. The intention behind this unique design is to help prevent any confusion between an officer's lethal and non-lethal weapons.

Our BolaWrap product portfolio is covered by 17 patents issued in the US and 31 patents issued internationally and is manufactured in the United States in Arizona.

U.S. Patents: US11,073,363; US11,408,713; US10,036,615; 11,353,287; 11,156,432;

WO 2022/177612; WO 2022/047435; PCT/US22/45809 (and all national entries/validations based thereon)  
Wrap, BolaWrap and Wrap Technologies are trademarks of Wrap Technologies, Inc., and Wrap® and BolaWrap® are registered trademarks of Wrap Technologies, Inc., registered in the U.S. and many other foreign jurisdictions.

Please contact me below if you have further questions or need additional assistance with your sole source paperwork.

Sincerely,

Kevin W. Mullins, President



1817 W. 4th Street  
 Tempe, AZ 85281  
 United States  
 800-583-2652



**Bill To**  
 Southaven Police Department (MS)  
 Major Robert Riggs  
 662-393-8654  
 briggs@southaven.org  
 8691 Northwest Drive  
 Southaven, MS 38671

**Ship To**  
 Southaven Police Department (MS)  
 Major Robert Riggs  
 (901) 598-6433  
 briggs@southaven.org  
 8691 Northwest Dr.  
 Southaven, MS 38671  
 United States

## Quote

2022-10496Q

<b>Lead Time</b>	60 days
<b>Valid Till</b>	Feb 14, 2023
<b>Sales Person</b>	Matt Thornton
<b>Wrap Contact</b>	mthornton@wrap.com
<b>Amount</b>	\$ 91,760.25
<b>Payment Terms</b>	Net 30
<b>FOB</b>	Origin

Product Details	Product Code	Unit Price	Quantity	Discount	Total
BolaWrap 150 - Yellow	15021	\$ 1,299.99	50	\$ 0.00	\$ 64,999.50
BolaWrap 150 Cassette	15030	\$ 38.99	600	\$ 2,339.40	\$ 21,054.60
<i>10% Discount Applied</i>					
BolaWrap 150 Nylon Holster - Molle Attachment	15055	\$ 59.95	75	\$ 0.00	\$ 4,496.25
BolaWrap 150 Blackhawk Retention Holster - Belt Attachment	15050	\$ 69.95	10	\$ 0.00	\$ 699.50
Training	80000	\$ 389.00	3	\$ 1,167.00	\$ 0.00
<i>BolaWrap Instructor Training - No Charge</i>					
Shipping	Shipping	\$ 510.40	1	\$ 0.00	\$ 510.40

**Sub Total** \$ 91,760.25

Service Tax \$ 0.00

Paid Amount \$ 0.00

**Grand Total** \$ 91,760.25

Carlos Casas  
 VP of Global Sales & Marketing  
 Wrap Technologies

**Authorization Signature**

Date of Signature: \_\_\_\_\_

Thank you for your interest in Wrap Technologies products.

**Terms and Conditions**

Tax Exempt Certificate if applicable required prior to shipment

Client shall furnish to Wrap, upon the latter's request, written evidence from such governmental authorities of all such licenses, permits, clearances, authorizations, approvals, registrations, and recordings.

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate

forth in Exhibit B, the City of Southaven Board hereby approves the single source purchase of Bola from Wrap pursuant to Mississippi Code 31-7-13(m) (viii); and

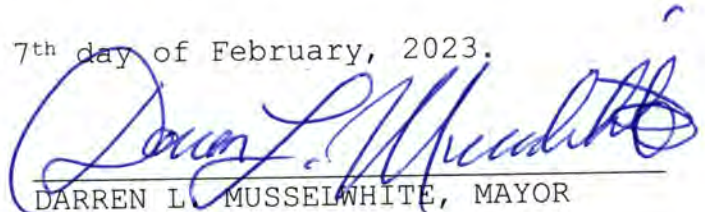
**NOW, THEREFORE, BE IT ORDERED** by the Board of Aldermen of the City, to wit:

1. Pursuant to Mississippi Code 31-7-13(m) (viii), the City Police Department is authorized to purchase Bola from Wrap as set forth in Exhibit A on a single-source basis.
2. The Mayor, City Police Chief or their designee(s) are authorized to spend funds, including grant funds and take all actions to effectuate the intent of this Resolution.

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

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

RESOLVED AND DONE, this 7<sup>th</sup> day of February, 2023.

  
DARREN L. MUSSELWHITE, MAYOR

ATTEST:

  
CITY CLERK





**PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF  
SOUTHAVEN AND LOVELACE STUDIOS**

This Professional Service Agreement shall be effective as of the 7<sup>th</sup> of February, 2023, by and between the City of Southaven (the City), and Lovelace Studios ("Lovelace")

**WHEREAS**, the City has the authority pursuant to Mississippi Code Annotated Section 17-1-3 to create public parks and to expend municipal funds for such purpose; and

**WHEREAS**, pursuant to Mississippi Code Annotated Section 21-17-5, the City, under its home rule authority, has the care, management and control of its property; and

**WHEREAS**, the City desires to contract with Lovelace for assistance with design and assistance of interior elements of the Snowden House; and

Now in consideration of the promises below, the parties hereby agree as follows:

1. The City hereby contracts with Lovelace to perform the services set forth in Exhibit A.
2. As compensation for those duties as set forth in Exhibit A, the City shall pay Lovelace in the amount of Six Thousand Dollars and 00/100 (\$6,000.00).
3. The parties agree that records, computer programs, computer-stored information, computer disks and other media, files, manuals, letters, notes, reports, customer lists, documents, equipment, websites and the like created during the contract shall remain the property of each respective party, except information that would be classified as public under Mississippi law.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. The parties shall use good faith efforts to resolve any disputes hereunder. In the event of a dispute hereunder that cannot be resolved by mutual discussions between the parties, the disputing party shall provide written notice to the other party outlining in detail the basis for the dispute. Jurisdiction and venue for all disputes hereunder shall be proper in the federal and state courts having competent jurisdiction in Desoto County, Mississippi.
5. Lovelace acknowledges that it is an independent contractor and is neither an employee of City nor entitled to the same or similar benefits provided to employees of City. This Agreement reflects an arms-length transaction. Nothing in this Agreement creates a fiduciary, partnership, joint venture or employment or other agency relationship among the parties. This Agreement is not entered into for the benefit of, nor are any rights granted to, any third party except as expressly provided herein.
6. This Agreement shall not be assignable by either party without the prior written consent of the other party. In addition, this Agreement contains the entire understanding of the parties hereto with respect to the subject matter of the contract and supersedes and cancels any and all prior oral or written contracts or understandings between the parties with respect to the

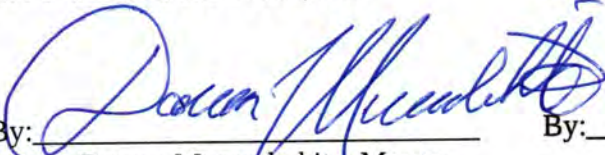
matters set forth above. This Agreement may be changed and modified only in writing signed by all parties hereto. The Exhibit attached hereto is specifically made a part of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original.

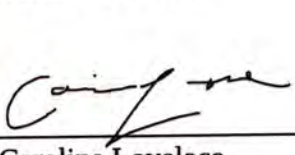
7. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of Agreement, which shall remain in full force and effect. If any of the covenants or provisions of this Agreement are determined to be unenforceable by reason of its extent, duration, scope, or otherwise, then the parties contemplate that any court making such determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this Agreement.

IN, WITNESS WHEREOF, the parties hereby, after being authorized and on behalf of the City and Lovelace have duly executed and delivered this agreement effective as the date written below.

CITY OF SOUTHAVEN, MS

LOVELACE STUDIOS

By:   
Darren Musselwhite, Mayor

By:   
Caroline Lovelace

Date: 2-10-23

Date: Jan 26, 2023



**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE  
CITY OF SOUTHAVEN, MISSISSIPPI FOR DECLARATION OF  
EMERGENCY EXPENDITURE**

**WHEREAS**, the City of Southaven ("City") pursuant to Mississippi Code Section 31-7-13(k) hereby ratifies the expenditures associated with the emergency repairs for the well motor failure at the Getwell Road Water Treatment Plant ("Plant") required for the immediate preservation of order and public health to ensure water to the City's citizens; and

**WHEREAS**, the motor drive unit at the Plant needed to be replaced to ensure water for the City citizens; and

**WHEREAS**, the City Utility Department directed Parks and Parks Well Service, Inc. to replace the motor at the Plant; and

**WHEREAS**, the repairs were necessary to ensure the health and safety of the City's citizens by ensuring adequate water supply; and

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

**SECTION 1.** Pursuant to Mississippi Code 31-7-13(k) and recommendation of the City's Utilities Director, the City Board ratifies the expenditure in the amount of \$9,245.00 to Parks Well Service, Inc. as set forth in Exhibit A, for the replacement of the well motor failure at the Plant.

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

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

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

Exhibit A



# Parks & Parks Water Well Service Inc.

# INVOICE

P.O. Box 32  
 Houston, MS 38851  
 Phone (662) 456-2011 Fax (662) 456-2284

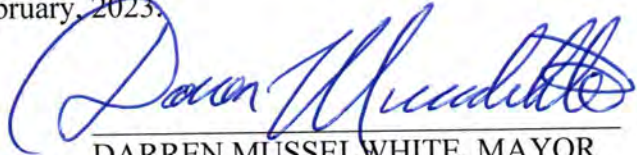
DATE: 01/12/23  
 INVOICE # 16697  
 P.O. Number:  
 TERMS: Due upon Receipt

Bill TO: City of Southaven  
 5813 Pepperchase Drive  
 Southaven, MS 38671

QTY	DESCRIPTION	PRICE	AMOUNT
	( Gerwell & Whitworth )		
	12/08/2022 changed out motors at Getwell & Whitworth Plants / They already had 1 mo		
1	50HP Turbine Motor	\$ 7,355.00	\$ 7,355.00
9	Hrs. 3 Technicians w/ Service Rig @ 210.00 per hr.	\$ 210.00	\$ 1,890.00
<div style="border: 1px solid red; padding: 5px; margin: 10px;"> <p>PO # _____</p> <p>VENDOR # <u>15972</u></p> <p>INVOICE # <u>16697</u></p> <p>AMOUNT <u>\$ 9245.00</u></p> <p>DESCRIPTION <u>replace motors @ Getwell + Whitworth WTP</u></p> <p>DEPT. CODE <u>825-622100</u></p> </div>		SUBTOTAL	\$ 9,245.00
		TAX RATE	
		SALES TAX	
		OTHER	
		TOTAL	\$ 9,245.00

*Ray Hays*

RESOLVED AND DONE, this 7<sup>th</sup> day of February, 2023.

  
DARREN MUSSELWHITE, MAYOR

ATTEST:

  
CITY CLERK





## FIRST AMENDMENT

to

### Comcast Enterprise Services Master Services Agreement No. MS-29303477-Cthom

**This First Amendment** (“First Amendment”) is entered into on February 7, 2023 (“Effective Date”) by and between Comcast Cable Communications Management, LLC (“Comcast”) and BankPlus Amphitheater (“Customer”), individually referred to herein as “Party” and jointly referred to as “Parties”.

**WHEREAS**, the Parties entered into that certain Comcast Enterprise Services Master Services Agreement No. MS-29303477-Cthom, signed on February 3, 2023 (“Agreement”);

**WHEREAS**, the Parties now desire to amend the Agreement by this First Amendment (“Amended Agreement”) to reflect the amended or additional terms and conditions to which the Parties have agreed to;

**WHEREAS**, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Amended Agreement.

**NOW, THEREFORE** in consideration of the mutual covenants, promises, and consideration set forth in this First Amendment, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:


1. To the extent Comcast provides Customer with its Managed Wi-Fi Network Services (“Wi-Fi Services”), such Wi-Fi Services shall be subject to the additional terms and conditions contained in the **“PRODUCT-SPECIFIC ATTACHMENT MANAGED WI-FI NETWORK SERVICES”**, which is attached hereto as Attachment A.
2. Article 6.2 of the Comcast Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

“Customer’s Indemnification Obligations. Subject to Section 5.1(B), and to the extent not prohibited by law, Customer shall indemnify, defend, and hold harmless Comcast and its agents, suppliers, and licensors from any and all Claims arising on account of or in connection with Customer’s and its users’ use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service; (ii) libel, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; (iii) for patent infringement arising from Customer’s combining or connection of Customer-Provided Equipment to use the Service; and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.

3. Article 9.9 of the Comcast Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

**Choice of Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Mississippi without regard to its conflict of laws principles. Any claim or controversy arising out of or relating to this Agreement shall be brought exclusively in federal or state court located in DeSoto County, Mississippi and the parties hereby consent to personal jurisdiction and venue in such court.

Except as specifically modified in this First Amendment, all terms and conditions of the Amended Agreement shall remain unchanged and in full force and effect.

<b>BankPlus Amphitheater</b>		<b>Comcast Cable Communications Management, LLC</b>	
Signature:		Signature:	
Printed Name:	darren mussewhite	Printed Name:	Shawn Adamson
Title:	Mayor	Title:	
Date:	2-10-23	Date:	

[REMAINDER OF PAGE INTENTIONALLY BLANK]



**ATTACHMENT A****PRODUCT-SPECIFIC ATTACHMENT  
MANAGED WI-FI NETWORK SERVICES**

1. **Service Description.** Pursuant to the terms and conditions contained in this Product Specific Attachment – Managed Wi-Fi Network Services (this “PSA”) and the Agreement, Comcast or its applicable Affiliate (“Comcast”) shall (i) install managed Wi-Fi equipment (“Wi-Fi Equipment”), and (ii) provide support and monitoring services for the managed Wi-Fi network described herein (the “Wi-Fi Service”) to applicable Service Location(s) for use solely by the Customer and Customer’s guests and visitors that patronize the Service Location(s) on a transitory basis (“End Users”). The Wi-Fi shall be branded as Customer’s Wi-Fi service (e.g., “Customer Wi-Fi”) and shall contain no reference to Comcast, its Affiliates or their respective logos or trademarks. As part of the Wi-Fi Service, Comcast will create and maintain a pre-authentication user environment which, to the extent requested by Customer, will include a landing page requiring an End User to accept such terms and conditions as Customer may require before such End User is permitted to access the Wi-Fi. Comcast shall update and make changes to such user environment and landing page, as reasonably requested by Customer. The Wi-Fi Service is subject to change from time to time to reflect changes in features and technology offered by Comcast and applicable laws. The Wi-Fi Service does not include any End User equipment such as computers, network cards or peripheral devices. Customer acknowledges that the bandwidth and coverage offered by the Wi-Fi Service is not guaranteed. Given the nature of Wi-Fi Services including, without limitation, its dependence on the unlicensed radio frequency spectrum, and Customer’s power and mounting asset facilities, Comcast cannot provide any assurance on the reliability or availability of the Wi-Fi Service.
2. **Provisioning Interval.** Following its acceptance of a Sales Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Sales Order. (the “Estimated Delivery Date”). Comcast shall use commercially reasonable efforts to provision the Wi-Fi Services on or before the Estimated Availability Date; provided, however, that Comcast’s failure to provision by said date shall not constitute a breach of the Agreement.
3. **Travel Expenses.** Comcast may bill Customer for its actual costs incurred for travel in connection with the performance of the Services.
4. **Preparation of Service Location.** Customer is responsible for preparing the Service Location(s) in accordance with the Site Readiness Checklist provided by Comcast. If Customer fails to prepare a Service Location in accordance with the Site Readiness Checklist, Comcast may charge Customer fifteen hundred dollars (\$1,500) plus any travel and expenses incurred by Comcast for the initial visit to the Service Location and any subsequent revisit to the Service Location required to install the Services (the “Remobilization Fee”).
5. **Service Commencement Date.** Comcast shall inform Customer when the Wi-Fi Services are available for use (the “Availability Notification”). Charges for the Wi-Fi Service shall begin to accrue as of the Service Commencement Date.
6. **Termination Charges**
  - A. The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term.

## **B. Termination Charges.**

- i. In the event a Service is terminated following Comcast's acceptance of the applicable Sales Order, but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in procuring the Wi-Fi Equipment and installing or preparing the Service plus twenty percent (20%).
- ii. In the event that a Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:
  - (a) 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
  - (b) 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
  - (c) 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
  - (d) 100% of any remaining and unpaid (i) monthly recurring charges for the Wi-Fi Equipment and installation thereof and (ii) amounts due to Comcast by Customer (including any unpaid amounts related to applicable Remobilization Fees)

Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.

- C. **Exclusions.** Termination Charges shall not apply to Service terminated by Customer as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions. Notwithstanding the foregoing, Customer's obligation to pay in full any unpaid monthly recurring charges for the Wi-Fi Equipment shall not be excused.

## **7. Maintenance of Wi-Fi Network.**

- A. Comcast shall maintain the network used to provide the Wi-Fi Service (the "Wi-Fi Network") as necessary to provide Wi-Fi to End Users at the Service Location(s). Such maintenance activities shall include managing and modifying (as reasonably requested by Customer) the configuration of equipment and devices, monitoring of the Wi-Fi Network, equipment troubleshooting, and the maintenance and repair, or, subject to Section 6(A), replacement of Wi-Fi Network equipment. Notwithstanding the foregoing, Comcast's obligation to provide maintenance with respect to Wi-Fi Network equipment or devices, including any equipment and/or devices purchased by Customer pursuant to Section 6(A) (collectively, the "Wi-Fi Network Equipment"), shall be limited to:
  - (i) Coordination of equipment returns to the equipment manufacturer if the equipment is covered by a warranty;
  - (ii) Coordination of site visits by equipment manufacturers, based on the warranty or other coverage purchased by the Customer;
  - (iii) Trouble shooting and remote repair via the Comcast help desk; and



- (iv) Site visits by a technician when determined to be appropriate by Comcast; provided, that, Customer acknowledges and agrees that it shall be responsible for the payment of all reasonable service charges for visits by Comcast's technicians.
- B. Comcast will maintain a local or toll-free telephone number which will be available to End Users for service inquiries 24 hours a day, seven days a week. Comcast shall provide Customer with a dedicated telephone number to contact Comcast for Tier II support for issues that require immediate escalation. With respect to connecting to the Wi-Fi Network, Comcast will help troubleshoot End User equipment and devices.
- C. Comcast will provide real-time, remote network monitoring to assure that the Wi-Fi is active. Comcast will proactively monitor the Wi-Fi Network and will use commercially reasonable efforts to proactively remedy identified issues with Wi-Fi Network. Comcast will provide Customer with an online portal for live monitoring the Wi-Fi Network, including but not limited to, the routers, switches, and access points. Customer will have access to the standard information provided via Comcast's online portal.

## 8. Wi-Fi Network Equipment.

- A. Wi-Fi Network Equipment.** To the extent Wi-Fi Network Equipment is required in connection with Comcast's installation or continued provisioning of the Wi-Fi Network, Customer shall purchase such Wi-Fi Network Equipment from Comcast (as a reseller) provided that Customer must provide written approval prior to Comcast incurring any cost for such equipment, which approval shall not be unreasonably withheld. Comcast shall have the right to select the specific new Wi-Fi Network Equipment (e.g. make and model) that will be supplied; provided, that, Comcast shall reasonably consult with Customer in determining the specific Wi-Fi Network Equipment that will be supplied. Comcast shall resell any such Wi-Fi Network Equipment to Customer at the price(s) determined reasonably by Comcast. Customer shall pay Comcast a monthly recurring charge for the purchase of any Wi-Fi Network Equipment resold to Customer as specified on Customer's Sales Order(s). The detailed specifications for any piece of Wi-Fi Network Equipment sold to Customer can be found on the applicable original equipment manufacturer's website (the "OEM Website"). Delivery of Wi-Fi Network Equipment shall be FOB destination. Notwithstanding anything to the contrary contained in the Agreement to the contrary, Customer acknowledges and agrees that any Wi-Fi Network Equipment purchased by Customer from Comcast shall constitute Customer Provided Equipment for the purposes of the Agreement.
- B. Warranties and Device Licenses.** To the extent applicable, Comcast will register warranty and device licenses for Wi-Fi Network Equipment acquired by Customer pursuant to Section 6(A) with the applicable original equipment manufacturer ("OEM"). Customer grants to Comcast all rights and authority to manage the extension and/or renewal of warranties and licenses for all Wi-Fi Network Equipment. Comcast will, as necessary, manage the extension and/or renewal of warranties and licenses for all Wi-Fi Network Equipment, unless otherwise notified by Customer in writing, during the term of the Agreement. Comcast will invoice Customer for the registering, extending, and/or renewing of warranties and device licenses and Customer shall make payment within thirty (30) days of the invoice date. Customer understands that certain third-party licenses utilized with the Wi-Fi Network Equipment are not available for monthly renewals and must be renewed annually. Therefore, Customer may be required to pay for unused license fees upon expiration or termination of the Agreement.

- C. Support Terms.** The only support and maintenance that accompanies Wi-Fi Equipment is the support that is provided by the OEM and by Comcast pursuant to Section 5. For the details of the support policies and obligations of the manufacturer that accompany a particular piece of Wi-Fi Network Equipment, Customer should refer to the applicable OEM Website. Any maintenance that Comcast provides pursuant to Section 5 of this PSA is complementary to the manufacturer-provided support referenced above and represents Comcast's sole and exclusive obligation to Customer with regard to support and maintenance of these products. For the avoidance of doubt, if the Wi-Fi Service is terminated for any reason, Comcast shall have no further obligation to provide support for Wi-Fi Network Equipment and Customer shall be required to either work directly with the OEM or engage another third party provider for the provision of support and maintenance services on Customer's behalf.
- D. Warranty and License Terms.** For any Wi-Fi Network Equipment (and associated firmware licenses and OEM support packages) sold to Customer by Comcast hereunder, Comcast is acting as a reseller to Customer only and therefore the only warranties that accompany these products are the warranties that are provided by the OEM, if any (refer to the applicable OEM Website for details regarding all manufacturer's warranties). Except for such OEM provided warranties, all Wi-Fi Network Equipment provided by Comcast hereunder and associated software is provided on an "as-is" basis. Commencement of the manufacturer warranty will be in accordance with the applicable OEM's policies. In addition, as a result of the purchase and use of the Wi-Fi Network Equipment purchased from Comcast hereunder, Customer is agreeing to the applicable OEM's end user license terms located on the applicable OEM's website (each an "End Customer Agreement"), as applicable and as required by the applicable OEM, and if so applicable, Customer will be required to agree to such terms directly upon the set-up of Customer's account with the applicable OEM related to such products. In addition, by execution of the Agreement, Customer hereby authorizes Comcast to accept such End Customer Agreement, if applicable, on Customer's behalf as part of Comcast's set up of such Wi-Fi Network Equipment and agrees to be bound by such terms as if Customer had accepted such terms directly. In addition, certain OEM's may include terms and conditions for the Wi-Fi Network Equipment in the equipment box itself and by Customer's use of such equipment, Customer agrees to be bound by such terms and conditions. In each case, any such OEM terms represent Customer's sole contractual terms as it relates to the ongoing use and performance of the applicable Wi-Fi Network Equipment. NOTWITHSTANDING ANY LANGUAGE IN THE AGREEMENT TO THE CONTRARY, COMCAST DOES NOT PROVIDE ANY WARRANTIES ON THE WI-FI NETWORK EQUIPMENT AND EXPRESSLY DISCLAIMS ANY LIABILITY WITH RESPECT TO WI-FI NETWORK EQUIPMENT and instead Comcast's sole obligation to Customer is for Comcast's performance of the obligations set forth in this PSA and in no event will the Wi-Fi Network Equipment purchased by Customer from Comcast hereunder be deemed Comcast Equipment or Licensed Software under the Agreement. With regard to any firmware licenses or OEM-provided support packages associated with the Wi-Fi Network Equipment purchased from Comcast, the license term will not be coterminous with the term of Comcast's performance of the Wi-Fi Services and instead the commencement and length of the term of each of the applicable firmware licenses and/or OEM support package will be dictated by the applicable OEM's terms and conditions (refer to the applicable End Customer Agreement or OEM Website for details).
- 9. Wi-Fi Service Requirements.** In order for Comcast to provide the Wi-Fi Service at the Service Location, Customer must have a high-speed internet or Ethernet connection at the Service Location, which has upload and download speeds that are competitive with local commercial products (the "Underlying Connectivity Service"). Customer acknowledges and agrees that (i) it shall have sole responsibility for providing the Underlying Connectivity Service and (ii) Comcast will have no



obligation to provide the Wi-Fi Services unless the Underlying Connectivity Service is being provisioned to the Service Location.

- 10. Compliance with Legal Requirements.** Each party shall comply with all material requirements of laws, statutes, treaties, ordinances, regulations, orders, judgments and decrees (“Legal Requirements”) applicable to its performance under this Agreement, including, but not limited to, the applicable terms of the local franchise, the Electronic Communications Privacy Act, and the Digital Millennium Copyright Act.
- 11. Roles and Responsibilities.** Comcast and Customer will have the additional roles and responsibilities set forth in Schedule A of the applicable Sales Order.
- 12. Indemnification.** To the extent not prohibited by law, Customer shall indemnify, defend, and hold harmless Comcast, its Affiliates and their respective employees, directors, officers, and agents from any and all Claims (including, but not limited to, Claims by End Users) arising on account of, or in connection with, End Users use of, or access to, the Wi-Fi, including any Claims arising out of Customer’s collection and use of any End User data or information (including, but not limited to, any personally identifiable information or personal information).
- 13. Additional Terms Applicable to Cabling Services.** To the extent Comcast provides Customer with its Cabling Services (“Cabling Services”), the following additional terms and conditions are applicable:

  - 13.1 Preparation of Service Location.** Customer is responsible for preparing the Service Location(s) in accordance with the Site Readiness Checklist provided by Comcast. If Comcast is required to perform the services associated with creating a clear, available pathway in order to provide the Cabling Services, Comcast may charge Customer for the performance of such services, including the cost of any materials required to perform such services.
  - 13.2 Equipment.** Customer is responsible for damaged or inoperable equipment as a result of instructions delivered by the Customer. Comcast has no liability unless such damage or inoperability is caused by the gross negligence of Comcast.
  - 13.3 Security at the Service Location/Liability for Loss.** Customer is responsible for providing physical security at all times to large construction equipment (i.e. personnel lifts, ladders, etc.) used to provide the Cabling Services at the Service Location regardless of where the equipment is placed at the Service Location. Customer is responsible for damage to, or loss of, such equipment caused by its acts or omissions, and its noncompliance with this Article and/or the Agreement, or by fire, theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast.
  - 13.4 Additional Materials, Storage and Shipping.** Additional materials required for completion of the Cabling Services will be provided and billed for as required. Customer will arrange shipping to the Service Location and will manage asset tracking of all materials unless they are furnished by Comcast. Minor or ancillary materials (i.e., items costing individually less than \$25.00 each) will be chosen and supplied by Comcast unless a technical requirement is identified in the Sales Order that requires a specific or unique product/material, in which case the Customer will be responsible for providing the item. Comcast shall use commercially reasonable efforts to select product/material that will meet all technical requirements and be the most cost effective.

**13.5 Other Charges.** The following charges shall apply in addition to any fees and charges set forth in a Project Services SOW.

- *Delays While Onsite:* All necessary Service Location preparation will be completed by Customer, unless otherwise agreed, prior to performing the Project Service, and any delay on-site due to lack of preparation will be subject to an additional charge, as determined by Comcast. Comcast must have access to designated work areas immediately upon arrival at the Service Location. Comcast may charge Customer for wait or on hold time with Customer or site representatives or a Customer-designated third party that exceeds fifteen (15) minutes per visit, new construction delays, client help desk delays, obstructions in the designated work area or other non-Comcast generated delays. Usernames, passwords, software images, device configurations, IP addresses or other information needed to gain access to or properly complete specified work on devices or systems necessary for the performance of the Services must be immediately available to Comcast upon arrival at the Service Location. If performance of the Services requires special access equipment such as lifts or safety harnesses/equipment such Services will be subject to additional charges. Customer must provide all applicable special instructions and contact information critical to completion of the Cabling Services prior to Comcast's scheduled arrival. Power and data feeds must be present and within six (6) feet of the designated install location when required to complete the Cabling Services. Wall, floor, ceiling penetrations and pathway construction for power, voice, video, data, antenna, grounding or other physical media feeds, unless otherwise specified in an SOW, will be subject to additional charges.

**13.6 Warranty.** COMCAST REPRESENTS AND WARRANTS THAT THE CABLING SERVICE(S) (INCLUDING DELIVERABLES, IF ANY) SHALL MATERIALLY CONFORM TO ALL RELEVANT SPECIFICATIONS FOR A PERIOD OF ONE (1) YEAR FROM DELIVERY TO CUSTOMER. COMCAST AGREES TO CORRECT PROMPTLY ANY SUCH CABLING SERVICE(S) (INCLUDING DELIVERABLES, IF ANY) NOT IN COMPLIANCE WITH THIS WARRANTY. COMCAST RESERVES THE RIGHT TO CHARGE FOR RE-PERFORMANCE IF COMCAST DETERMINES THAT THE NONCONFORMITY WAS CAUSED BY (I) ISSUES RELATED TO CUSTOMER'S OBLIGATIONS UNDER THIS AGREEMENT; (II) UNAUTHORIZED ALTERATION OR MANIPULATION OF THE HARDWARE OR SOFTWARE, OR (III) BY A FORCE MAJEURE EVENT. THE CHARGE FOR RE-PERFORMANCE WILL BE THOSE CHARGES RELATED SPECIFICALLY TO THE NONCONFORMING CABLING SERVICE(S) OR DELIVERABLE(S) AS SET FORTH IN THE ORDERING DOCUMENT.

**13.7 Invoicing.** Comcast will invoice Customer following the completion of the Services for service charges and fees arising under the Agreement. Comcast reserves the right to progress bill for any project-based services that for any reason exceed three (3) months in duration.





# MANAGED WIFI SALES ORDER

## SERVICES AND PRICING

Date:

MSA ID#:

Sales Order #:

Account Name:

Service Term:

Customer Billing Address:

Customer Billing Contact Name:

Customer Billing Contact E-Mail:

Line	Request Type	Service(s)	Service Location	Monthly Recurring Charge for Service	Non-Recurring Charge for Equipment	Custom Installation Fee
001	New	Managed Wi-Fi Service	6275 Snowden Lane Southaven, MS 38672	\$210.00	\$212,659.34	\$0.00
002						
003						
004						
005						
006						
007						
008						
009						
010						
011						
012						
013						
014						
015						
016						
017						
018						
019						
020						
021						
022						
023						
024						
025						
<b>TOTAL CHARGES*:</b>				<b>\$210.00</b>	<b>\$212,659.34</b>	<b>\$0.00</b>

\*Applicable federal, state, and local taxes, surcharges and fees may apply.

**Description of Service(s)**

Managed Wi-Fi Service, inclusive of the equipment set forth in Schedule B (attached hereto).

This Comcast Managed WiFi Sales Order form ("Sales Order" or "SO") is subject to and made a part of the Comcast Master Services Agreement No. MS-29303477-Cthom between Comcast and the undersigned Customer ("Agreement"), and is also subject to the Product-Specific Attachment for the Service(s) ordered herein. Unless otherwise indicated herein, any capitalized words contained herein shall have the same meaning as in the Agreement. This Sales Order shall be effective upon acceptance by Comcast.

The person signing below warrants that it is duly authorized to sign for and on behalf of the named Customer.

*Darren Musselwhite*  
 Darren Musselwhite  
 Mayor  
 2-10-23

SIGNATURE  
 PRINTED NAME  
 TITLE  
 DATE

ACCOUNT REPRESENTATIVE:

## Schedule A

### Additional Roles and Responsibilities

#### Comcast

- With respect to providing the Wi-Fi Service at a Service Location, Comcast will, pursuant to Section 6(A), resell to Customer the Wi-Fi Network Equipment set forth in the applicable Sales Order; provided, that, Comcast shall have the right, in its reasonable discretion, to use alternative equipment than that set forth in the applicable Sales Order
- Comcast will provide the configuration and tuning of the network
- Comcast will install access points in appropriate locations
- Comcast will run CAT6 cables from POE switches to the access points
- Comcast will install wiring at the appropriate locations
- Comcast will be responsible for maintaining the cabling from POE switches to the access points

#### Customer

- With respect to the provision of the Wi-Fi Service at a Service Location, Customer shall, pursuant to Section 6(A), purchase from Comcast the Wi-Fi Network equipment set forth in the applicable Sales Order; provided, that, Comcast shall have the right, in its reasonable discretion, to use alternative equipment than that set forth in the applicable Sales Order
- Customer will provide access to the Service Location and the access point mounting sites for the purposes of provisioning the Wi-Fi Services, including, but not limited to, providing Comcast with access (i) to IDF data closets as required and (ii) for the purpose of performing field services
- Customer will provide appropriate equipment at the Service Locations for Comcast to access the Wi-Fi Network equipment, including, but not limited to, ladders and lifts
- Customer will provide AC power / electricity for the Wi-Fi Network
- Customer will have discretion over the access rules and policies for all End Users
- Customer will provide project manager through course of installation activities
- Customer will provide a point of contact to communicate operational changes or issues
- Customer will provide “remote hands” support for basic on-site troubleshooting / issue repair (e.g., re-booting on-site hardware)
- Customer will provide Comcast personnel with training for safety operation in the venue



## Schedule B

### Equipment Listing

Quantity	Device
1	SRX320 Services Gateway - includes hardware and Junos Software Base. RMK not included.
8	Aruba AP-567 (US) 802.11ax Dual 2x2:2 Radio Integrated Directional Antenna Outdoor AP
3	Aruba AP-565 (US) 802.11ax Dual 2x2:2 Radio Integrated Omni Antenna Outdoor AP
12	AP-535 (US) Dual Radio 4x4:4 802.11ax Internal Antennas Unified Campus AP
22	Aruba Central AP Foundation 5 year Sub E-STU
9	Aruba Central 62xx/29xx Switch Foundation CoT 3year
9	cnWave V5000 Extended Warranty, 2 Additional Year (3 year included)
2	Aruba 5Y FC NBD Exch HW 9004 Gtwy SVC (for R1B20A)
2	Aruba Central WLAN Gateway WLAN Foundation 5yr E-STU
9	60GHz cnWave V5000 Distribution Node (PTMP Base / Sub)
100	Cat6 Patch Cable (Purple) - 1 Foot
100	Cat6 Patch Cable (Purple) - 3 Foot
40	Cat6 Patch Cable (Purple) - 5 Foot
22	10GBPS Ethernet Surge Suppressor for 802.3at, 802.3af and 802.3bt
20	Cat6 Outdoor Patch Cable (Black) - 10 Foot
12	AP-MNT-E AP mount bracket
10	Cat6 Patch Cable (Purple) -10 Foot
10	Cat6 Patch Cable (Purple) - 7 Foot
9	UPS Web Management Accessory Card SNMP
9	Universal Pole Mount Bracket for 1" - 3" diameter poles (V5000 only)
9	PoE Injector, 10GbE, 60W, 56V, Indoor, AC Input, C6 Connector
9	AC line cord, US Type B, 720mm, CS connector
8	AP-270-MNT-H3 270 Series Mt Kit
7	1U Single Sided Cable Manager
7	6U LINIER Fixed Wall Mount Cabinet - Solid Door. Black
5	Cat6 Outdoor Patch Cable (Black) - 25 Foot
3	AP-270-MNT-H1 365 Mounting Bracket
3	AP-270-MNT-V2 270 SERIES MOUNT KIT
3	Cable Gland, Long, for 6-10mm cable, M25, Qty 5. Number of packs required   C000000L124
2	9004-MNT-19 Rack Mount Kit
2	9004 (US) Gateway
2	2U Single Sided Cable Manager
2	KEN 12U Fixed Wall Mount Cabinet - Glass Door (24.71"H x 23.5"W x 23.5"D) - 22.5" usable depth
1	1U Vented Rack Shelf (19"W x 14.9"D x 1.75"H)
1	1.4kW Single-Phase Switched PDU LX Interface, 120V Outlets, 5-15P, 120V Input, 12 ft. (3.66 m) Cord, 1U Rack-Mount, TAA
1	SRX320 rack mount (w/ adaptor tray)
1	Altelix 15x10x5 NEMA 4X Polycarbonate + ABS Weatherproof Enclosure
1	Odroid C4 Kit
9	2-Post Rack-Mount or Wall-Mount Adapter Kit
9	Wall Mount Lock Box - Black
8	SmartPro 120V 1kVA 800W Line-Interactive Sine Wave UPS, 2U
1	Odroid WiFi Module
1	SmartPro 120V 1.5kVA 1.35kW Line-Interactive Sine Wave UPS, 2U
7	2930F 24G PoE+ 4SFP+ Switch
2	2930F 48G PoE+ 4SFP+ 740W Switch
8	Cat6 Outdoor Patch Cable (Black) - 3 Foot
1	cnWave V2000 Extended Warranty, 2 Additional Years (3 years included)
1	60GHz cnWave V2000 Client Node 30W with US cord

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

**WHEREAS**, the City of Southaven ("City") Parks Department is presently in possession of vehicles as set forth in Exhibit A ("Vehicles"), which are no longer needed by the City; and

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

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

1. The Vehicles be hereby declared as surplus property.
2. The City Parks Director, or his designee, is hereby authorized and directed to follow Mississippi Code 17-25-25 for the disposition of the Vehicles.

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

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

RESOLVED AND DONE, this 7th day of February, 2023.



Exhibit A

2006	Chevy	Trail Blaz.	1GNTDF135372187980	G40392
------	-------	-------------	--------------------	--------

2006	Ford	Escape	1FMYU03166KA41687	G34822
------	------	--------	-------------------	--------

2013	Ford	Focus	1FADP3F2XDL302638	G63578
------	------	-------	-------------------	--------

67426819.v1

*Darren Musselwhite*

Darren Musselwhite, MAYOR

ATTEST:

*Andree Mullen*

CITY CLERK'S OFFICE





**WORK AUTHORIZATION**

**DESIGN, SURVEY & CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) SERVICES  
AIRWAYS BLVD AND GUTHRIE DR SIGNALIZED INTERSECTION IMPROVEMENTS**

In accordance with the Master Service Agreement dated June 13, 2014 as amended by the 8<sup>th</sup> amendment dated September 14, 2022 between City of Southaven and Civil-Link, LLC, this Work Authorization describes the services and payment conditions related to the engineering design & construction engineering and inspection (CE&I) services provided by CL for the Project described as the *Airways Blvd. and Guthrie Dr. Signalized Intersection Improvements*.

**GENERAL:**

The Airways Blvd. and Guthrie Dr. Signalized Intersection Improvements (hereafter, "Project") is proposed to be completed utilizing special appropriations from the State provided to the City for this Project. In order to properly plan, layout and construct the proposed traffic signal improvements, design, survey and construction engineering and inspection phase services will be completed to prepare contract documents, plans and specifications for the City of Southaven (hereafter, "Owner"). In addition, CL will assist in assuring the project is constructed in accordance with the contract documents, plans and specifications, CE&I services will be completed for the Owner.

The Project includes the installation of a new signalized intersection and stripping modifications at the intersection(s) of Airways Blvd. and Guthrie Dr. These services do not include any geometric road improvements at the intersection or directed connection with the signal north or south of this intersection. If deemed necessary, the fees associated will increase for design and construction.

**SCHEDULE:**

The Project time necessary to complete each service from the date of this Work Authorization is as follows:

Engineering Design, Permitting, Bidding	4 Months
Construction Engineering and Inspection	10 Months

**PAYMENT CONDITIONS:**

CL shall provide the services described herein for this WA at our hourly rates with a 2.7 labor mark-up not to exceed **\$30,000.00** for Engineering Design, Permitting, and Bidding and **\$20,000.00** for CE&I. Payment shall be made in accordance the terms set forth in the referenced Professional Services Master Agreement. Any construction phase services after the construction contract time or additional services outside of those described will be conducted at the labor mark-up listed above.

**SCOPE OF SERVICES:**

**I. DESIGN PHASE SERVICES**

- A. Consult with the OWNER to clarify and define the OWNER's requirements for the Project.
- B. Prepare design documents consisting of final design criteria, plan-profile drawings details, drainage plans, erosion control plans, cross sections and outline specifications.
- C. Develop criteria for rights-of-way, working easements and permanent easements. Indicate preliminary rights-of-way and easement requirements on drawings. Determine apparent ownership of property where easements are required. Obtain any Right-of-way permits as required by MDOT.
- D. On the basis of approved preliminary design documents (including OWNER's comments) and detailed design, prepare final design documents to include final construction drawings, specifications and contract documents.
- E. Conduct plan-in-hand inspection of the project site with OWNER and representatives of governmental agencies which may have jurisdiction over the Project.

- F. Contact and meet with representatives of utility companies to resolve utility issues affected by the proposed construction.
- G. Prepare a project notebook containing copies of all design calculations, equipment and component data sheets, manufacturer's catalog cuts, survey books/notes, correspondence and other information.
- H. Based on information contained in the final design documents, prepare a revised opinion of probable construction costs.
- I. Preparation of a Stormwater Pollution Prevention Plan if required.
- J. Prepare and issue Contract Documents to prospective bidders, and maintain a record of their issuance.
- K. Prepare and issue Addenda (after approval by the OWNER) as appropriate to interpret, clarify, correct or expand Contract Documents to each known procurer of the Contract Documents.
- L. Provide information on the general scope, unusual conditions and desired sequence of construction as requested by procurers of Contract Documents.
- M. Conduct a pre-bid conference if requested by the OWNER.
- N. Consult with and advise the OWNER as to the acceptability of subcontractors, suppliers, and other persons or organizations proposed by the prime Contractor as required by the Contract Documents.
- O. Consult with and advise the owner as to the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contracts is allowed by the Contract Documents.
- P. Attend the bid opening, prepare bid tabulation sheets and assist owner in evaluating bids.
- Q. Assist the OWNER in the preparation of the documents necessary to complete the award.

The Bidding Phase will be considered complete upon commencement of the Construction Phase after award and contract documents are issued or upon cessation of negotiations with prospective contractors.

## **II. CONSTRUCTION SERVICES**

- A. General Administration of Construction Services.
  - 1. The ENGINEER shall consult with and advise OWNER and act as OWNER'S representative; shall issue all instructions of OWNER to Contractor; and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.
- B. Visits to Site and Observation of Construction.
  - 1. The ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as he deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, the ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep OWNER informed of the progress of the work. The purpose of the ENGINEER'S visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his experience as a qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, the ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work; nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs



incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, the ENGINEER can neither guarantee the performance of the construction contract by Contractor nor assume responsibility for Contractor's failure to furnish and perform his work in accordance with the Contract Documents.

2. Defective Work. During such site visits and on the basis of such observations, the ENGINEER may recommend to the OWNER disapproval or rejection of Contractor's work if the ENGINEER believes that such work will not produce a completed Project which conforms generally with the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

3. Clarifications and Interpretations; Change Orders. The ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. In connection therewith, if appropriate, the ENGINEER shall recommend Change Orders to OWNER and shall prepare Change Orders as required.

4. Shop Drawings. The ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

5. Substitutes. The ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

6. Inspections and Tests. The ENGINEER shall have authority, as OWNER'S representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

7. Applications for Payment. Based on the ENGINEER'S on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules:

a) The ENGINEER shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER'S knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, the ENGINEER'S recommendations of payment will include final determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).

b) By recommending any payment, the ENGINEER shall not thereby be deemed to have represented that on-site observations made by the ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the ENGINEER in this Agreement and the Contract Documents. The ENGINEER'S review of Contractor's work for the purposes of recommending payments will not impose on the ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on the ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount

that should be paid.

8. Contractor's Completion Documents. The ENGINEER shall receive, review and transmit to OWNER with written comments maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to OWNER with written comments.

9. Substantial Completion. Following notice from Contractor that Contractor considers the entire work ready for its intended use, the ENGINEER and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of OWNER, the ENGINEER considers the work substantially complete, the ENGINEER shall deliver a certificate of substantial completion to OWNER and Contractor.

10. Final Notice of Acceptability of the Work. The ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that the ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the ENGINEER shall also provide a notice that the work is acceptable to the best of the ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by the ENGINEER under this Agreement.

11. Record Documents. Upon completion of the work, the ENGINEER shall compile for and deliver to the OWNER a complete set of record documents conforming to information furnished to the ENGINEER by the Contractor. This set of documents shall consist of record specifications and reproducible record drawings showing the reported location of the work. In that record documents are based on information provided by others, the ENGINEER cannot and does not warrant their accuracy.

12. Limitation of Responsibilities. The ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization at the site or otherwise furnishing or performing any of the work. The ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

13. Progress Meetings and Reports. During construction, the ENGINEER will schedule and conduct monthly progress meetings with the OWNER, Contractor and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. The ENGINEER shall also prepare minutes of the meeting. The ENGINEER shall also prepare a construction progress report monthly which shall be submitted to OWNER by the 10th day of each month for the preceding month's work. This report shall accompany the Contractor's and the ENGINEER'S monthly payment requests.

14. Duration of Construction Phase. The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by the ENGINEER of final payment and submission of record documents to OWNER.

C. Resident Project Representative.

1. The ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist the ENGINEER in observing progress and quality of the work of the Contractor.

2. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of the Contractor; but, the furnishing of such services will not make the ENGINEER responsible for or give him control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the Contract Documents.

3. The duties and responsibilities of the RPR are limited to those of the ENGINEER in his agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:



- a) RPR is the ENGINEER'S agent at the site and will act as directed by and under the supervision of the ENGINEER and will confer with the ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the ENGINEER and Contractor keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of the ENGINEER.
- b) Schedules. Review the progress schedule and schedule of Shop Drawing submittals prepared by Contractor and consult with the ENGINEER concerning acceptability.
- c) Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- d) Liaison. Serve as the ENGINEER'S liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER'S liaison with Contractor when Contractor's operations affect OWNER'S on-site operations.
- e) Assist in obtaining from OWNER additional details or information, when required for proper execution of the work.
- f) Record date of receipt of Shop Drawings and samples.
- g) Receive samples which are furnished at the site by Contractor, and notify the ENGINEER of availability of samples for examination.
- h) Advise the ENGINEER and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by the ENGINEER.
- i) Review of Work, Rejection of Defective Work, Inspections and Tests
- j) Conduct on-site observations of the work in progress to assist the ENGINEER in determining if the work is in general proceeding in accordance with the Contract Documents.
- k) Report to the ENGINEER whenever RPR believes that any work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- l) Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to the ENGINEER appropriate details relative to the test procedures and startups.
- m) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report these results to the ENGINEER.
- n) Interpretation of Contract Documents. Report to the ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the ENGINEER.
- o) Modifications. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the ENGINEER. Transmit to Contractor in writing decisions as issued by the ENGINEER.
- p) Maintain at the job site orderly files for correspondence, reports of job conferences,

Shop Drawings and samples, reproductions of original Contract Documents including all addenda, Change Orders, additional Drawings issued subsequent to the execution of the contract, the ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.

q) Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the ENGINEER.

r) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

s) Furnish the ENGINEER periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.

t) Consult with the ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.

u) Draft and recommend to the ENGINEER proposed Change Orders, obtaining backup material from Contractor.

v) Report immediately to the ENGINEER and OWNER the occurrence of any accident.

w) Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for submission and forward with recommendations to the ENGINEER, noting particularly the relationship of the payment requested to the work completed and materials and equipment delivered at the site but not incorporated in the work.

x) Certificates, Maintenance and Operation Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the ENGINEER for review and forwarding to OWNER prior to final payment for the work.

y) Before the ENGINEER certifies substantial completion, submit to Contractor a list of observed items requiring completion or correction.

z) Observe whether Contractor has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.

aa) Conduct a final inspection in the company of the ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.

bb) Observe whether all items on final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

cc) Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the ENGINEER.

dd) Shall not exceed limitations of the ENGINEER'S authority as set forth in the Contract Documents and this Agreement.

ee) Shall not undertake any of the responsibilities of Contractor, subcontractors, suppliers or Contractor's superintendent.

ff) Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or



directions are specifically required by the Contract Documents.

gg) Shall not advise on, issue directions regarding to, or assume control over safety precautions and programs in connection with the work.

hh) Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.

ii) Shall not authorize OWNER to occupy the Project in whole or in part.

jj) Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the ENGINEER.

**III. SERVICES NOT INCLUDED**

- A. Signal Warrant Analysis
- B. Material Testing
- C. Right-of-Way/Easement Acquisition Services
- D. Construction Surveying or Staking

**TERMS AND CONDITIONS.** The terms and conditions of the Agreement referenced above shall apply to this Work Authorization, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Authorization is acknowledged by the following signatures of the Authorized Representatives.

CITY OF SOUTHAVEN, MISSISSIPPI

  
Signature

Darren Musselwhite, Mayor

Typed Name/Title

2-10-23

Date of Signature

CIVIL LINK

  
Signature

Dan Cordell, Principal

Typed Name/Title

2/02/23

Date of Signature

# BUTLER | SNOW

January 31, 2023

**VIA E-MAIL TO CITYCLERK@SOUTHAVEN.ORG**

City of Southaven, Mississippi  
Attn: Andrea Mullen, City Clerk  
8710 Northwest Drive  
Southaven, MS 38671

RE: City of Southaven, Mississippi Fiscal Year 2022 Continuing Disclosure

Dear Andrea:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to The City of Southaven, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing for fiscal year ended September 30, 2022.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at [www.emma.msrb.org](http://www.emma.msrb.org) ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the Annual Filing for fiscal year 2022 to be filed on or before March 29, 2023.

## **SCOPE OF ENGAGEMENT**

As Dissemination Agent we will examine the City's continuing disclosure responsibility, consult with parties to the City; compile the Annual Filing (with the assistance of the City) and file an Annual Filing for and on behalf of the City. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.



## **ATTORNEY-CLIENT RELATIONSHIP**

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Dissemination Agent are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

## **PROSPECTIVE CONSENT**

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions, litigation, or other matters with the City. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the filing of the Annual Filing so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance filing of the Annual Filing. The City's local counsel is hereby authorized to discuss and/or review with Butler Snow any such matters described in this paragraph (including any form of potential conflict waiver, if applicable). Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

## **FEE STRUCTURE**

Based upon: (i) our current understanding of the terms, structure, size and schedule of the Annual Filing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the Annual Filing, and (iv) the responsibilities we assume, our fee for this engagement will be \$3,000.00. Such fee may vary: (i) if material changes in the structure of the financing occur or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the City, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

## **PUBLICITY CONCERNING THIS MATTER**

Often projects and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not

limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

### RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as **Exhibit A**. Please retain a copy of the original engagement letter and material event notice certification for your files.

We look forward to working with you again on your Annual Filing.

**BUTLER SNOW LLP**

*Elizabeth Lambert Clark*

By: \_\_\_\_\_  
Elizabeth Lambert Clark

Accepted and Approved:

**THE CITY OF SOUTHAVEN, MISSISSIPPI**

BY: *Dawn Mendenhall*  
\_\_\_\_\_  
Mayor

Dated: 2-10-23

Cc: Nick Manley, Esq., City of Southaven, Mississippi - City Attorney  
(Via email to: [nick.manley@butlersnow.com](mailto:nick.manley@butlersnow.com))



**EXHIBIT A**

**Event Notice**

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

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

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

- (7) Modification to rights of bondholders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution or sale of property securing repayment of the Bonds, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City<sup>1</sup>.
- (13) The consummation of a merger, consolidation, or acquisition involving the Bank or the City or the sale of all substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material.
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation<sup>2</sup> of the obligated person, any of which reflect financial difficulties.

**CITY OF SOUTHAVEN, MISSISSIPPI**

BY: Edi McIlwain  
Title: Finance Director  
Dated: 2/10/23

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

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

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, GRANTING FREE PORT WAREHOUSE AD VALOREM TAX EXEMPTION TO NOVEX SUPPLY CHAIN, LLC AS AUTHORIZED BY SECTION 27-31-51 ET. SEQ., OF THE MISSISSIPPI CODE (1972), AS AMENDED**

**WHEREAS**, NovEx Supply Chain, LLC (“Chain”) seeks an exemption from ad valorem taxes at its warehouse operation located at 1085 Stateline Road East, Ste. 100, Southaven, Mississippi to the fullest extent permitted by statute on all personal property held in the applicant’s finished good warehouse and in transit through the State of Mississippi and which either is moving in interstate commerce through or over the territory of the State of Mississippi or is consigned or transferred to Chain’s finished goods warehouse for storage in transit to a final destination outside the State of Mississippi; and

**WHEREAS**, Chain has filed an Application with the City of Southaven (“City”) for exemption from free port tax warehouse ad valorem tax exemption; and

**WHEREAS**, Chain has produced written verification and documentation to the City Board as to the authenticity and correctness of its Application; and

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

1. That Chain ships personal property to a final destination outside the State of Mississippi during the calendar year.
2. That Chain is qualified to make application for exemption from Freeport Warehouse Ad Valorem Tax.
3. This Mayor and Board of Alderman of the City of Southaven, Mississippi, acknowledge Chain’s contribution to the economic development of Southaven and believe that it should exercise its discretionary authority to exempt from all free port taxes to the full extent permitted by statute all personal property held in Chain’s free



port warehouse and in transit through this State and which either is moving in interstate commerce through or over the territory of the State of Mississippi or is consigned or transferred to Chain's finished goods warehouse for storage in transit to a final destination outside the State of Mississippi as authorized by Section 27-31-51 et seq. of the Mississippi Code (1972) as amended.

4. That the Clerk of this Board is hereby directed to spread a copy of this Resolution on the minutes of this Board; and that said Clerk shall forward the original Application and a certified copy of the transcript of this Resolution approving said Application to the Tax Assessor of DeSoto County, Mississippi.

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

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

RESOLVED AND DONE, this 21st day of February, 2023.

\_\_\_\_\_  
Darren Musselwhite, MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

# GUIDELINES FOR BUSINESS INVESTMENT INCENTIVE

## DeSoto County, Mississippi

DATE : 1/01/2023

Mfg \_\_\_\_\_ Distr X

Date of Operation: 12 01 2022  
mon day yr

**TO BE COMPLETED BY DESOTO COUNCIL**

Projected Tax Revenue:

County: \_\_\_\_\_

Schools: \_\_\_\_\_

City: \_\_\_\_\_

3PL (if applicable) NovEx Supply Chain Customer/Client See list

### Type of Ad Valorem Business Investment Incentive Requested:

1. Real Property \_\_\_\_\_ Property Owner \_\_\_\_\_

Parcel # \_\_\_\_\_

2. Personal Property \_\_\_\_\_ Owner/Applicant \_\_\_\_\_

3. Free Port Warehouse X Owner/Applicant NovEx Supply Chain, LLC

### Description of Property:

1. The property is Leased 100 % or Owned \_\_\_\_\_ by the job creator?

2. Company Name NovEx Supply Chain, LLC

dba: \_\_\_\_\_

3. Local Mailing Address 1085 Stateline Rd E Suite 100 Southaven, MS 38671

4. Physical Address 1085 Stateline Rd E Suite 100 Southaven, MS 38671

### 5. LOCAL CONTACT NAME:

Operations Manager: Kelsey Hensley Telephone Number: 901-490-1849

Email Address: kelsey@novexit.com





1) # of full-time hourly employees	10
Average full-time hourly wage excluding benefits	18
Average full-time hourly wage including employer paid benefits	22.34
2) # of full-time salaried employees	3
Average full-time salaried wage excluding benefits	75000
Average full-time salaried wage including employer paid benefits	90000
3) Total # of part-time employees	0
Average part-time hourly wage excluding benefits	n/a
Average part-time hourly wage including benefits	n/a

2. Do you anticipate hiring seasonal or temporary employees?

YES  NO

If yes, explain your company's need for seasonal or temporary help we flex volume with temporary labor based on seasonality and volatility of projects.

3. In two years, what does your company anticipate the level of employment to be:

Full-time salaried 5 Full-time hourly 15 Part-time 0  
 Seasonal 10-20

4. Do you offer benefits to all employees? Full-time  Part-time

BENEFIT	FULL-TIME	PART-TIME
Health Insurance	BCBS of MS	n/a
*(Provide brief description) Amount Company Pays	\$ 201.28/month	\$
Dental Insurance	Delta Dental	
Amount Company Pays	\$ 0	\$
Vision Insurance	Eye Med	
Amount Company Pays	\$ 0	\$
Education Reimbursement (Explain program below)	n/a	
Amount Company Pays	\$	\$



Retirement	n/a	
Amount Company Pays	\$	\$
Prescription Drug	BCBS of MS	
Amount Company Pays	\$ included in medical plan	\$
Short Term Disability	n/a	
Amount Company Pays	\$	\$
Long Term Disability	n/a	
Amount Company Pays	\$	\$

\*Brief description of Health Insurance We have a BCBS of MS health plan. We pay 50% of the employee premium.

5. Education Reimbursement: On the job n/a University n/a  
 Technical License n/a Technical Certification n/a

6. Education Program Description: n/a

7. What are your plans to recruit employees in DeSoto County? We will advertise jobs in DeSoto County and have a job fair when needed.

8. Estimated annual payroll at the DeSoto County facility \$ 572,000

9. Does your company have union representation in other facilities in the United States?

YES \_\_\_\_\_ NO x

A. If yes, name the union and explain any strike activity during the last five years.

B. Does your company expect union representation in DeSoto County?

YES \_\_\_\_\_ NO x

**Capital Investment:**

1. Amount of capital investment for this project:

Real Property Value (if applicable, % of building leased) \$ n/a

Personal Property Value \$ n/a

The minimum personal property capital investment to be met to be considered eligible for incentive: **\$500,000.**

**Expansions:**

1. Is this an expansion: YES \_\_\_\_\_ NO  x
2. If this is an expansion, describe the expansion \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Local Economy:**

1. What purchases of goods or services are made by your company from local vendors or businesses?  
We purchase pest control, janitorial services, vending services, propane, and other services in the course  
of running our business.  
\_\_\_\_\_  
\_\_\_\_\_

**Transportation:**

1. Modes of shipping and receiving used by this facility  LTL, full truckload, parcel shipping, and  
ocean freight
2. # of daily trucks: inbound  4  outbound  6  Seasonal increase specify:  
which month(s) \_\_\_\_\_  
truck number increase \_\_\_\_\_
3. Local, state and federal highways most frequently used by this facility  Stateline Rd   
\_\_\_\_\_

Primary Haul routes: \_\_\_\_\_

**Company Operations:**

1. Locally owned YES  x  NO \_\_\_\_\_  
A. If no, where is the controlling office of your organization located?  
\_\_\_\_\_
2. Type of industry (NAIC Code)  493100
3. Products produced  we do not produce anything. We provide a service.   
\_\_\_\_\_
4. Products distributed  we distribute products for our clients. We have a wide range of consumer goods  
including e-cigarettes, gun safes, stationary, apparel, vitamins, and travel products.   
\_\_\_\_\_
5. Describe any other process carried out by this business  we store inventory for our clients and fulfill



their orders.

---

---

6. Market area nationwide

7. Estimated annual sales, manufacture, or distribution \$ 3,500,000

8. Key site criteria driver to locate or expand in DeSoto County the building we are leasing was well located and designed for our needs

---

### Economic Council

Are you a member of the DeSoto County Economic Council? YES  NO

To promote future industrial and commercial development that will benefit your company and your new community, we require that your company become a member of the DeSoto Council and remain an active dues paying member for the duration of the business investment incentive.

### Community Involvement

To encourage community partnerships, you will be required to become involved in at least one county and/or municipal charitable organization. Are there any DeSoto County charitable organizations or causes that you or your Corporate headquarters currently participate in and please list? We have included a list of local opportunities to serve and will ask you to check at least one and to follow up with the contact agency. Note checklist.

Healing hearts child advocacy center

---

---

---

### FOREIGN TRADE ZONE

Will your company be pursuing activation of your space for Foreign Trade Zone use?

Yes  No

For more information contact our office: Bryant Henley, [bhenley@desotocounty.com](mailto:bhenley@desotocounty.com), 662-429-4414

**The applicant company accepts all responsibility for the preparation and filing of the partial ad valorem business investment incentive and Free Port Warehouse applications, respective board presentation and approval process at both the city and county level, and the annual filing requirements, including Free Port Warehouse reports. The DeSoto Council only serves in an advisory role and thus accepts no responsibility in the tax process.**

**The DeSoto Council strongly recommends that each applicant company consult and utilize its own legal counsel for the business investment incentive application, presentation and approval process. The DeSoto Council will provide referrals of recommended attorneys for this purpose to applicant companies upon request.**

# Free Port Warehouse Application for License

Warehouse Name NovEx Supply Chain, LLC

Location 1085 Stateline Rd E Suite 100 Southaven Desoto  
Street City County

Mailing Address 1085 Stateline Rd E Suite 100 Southaven, MS 38671

Sole Owner Partnership  Corporation Other

(if partnership or corporation, give name, address, and title of partners or officers)

Kelsey Pirani Hensley President  
Name Title

Brandt Jensen CEO  
Name Title

\_\_\_\_\_  
Name Title

If corporation, organized under Laws of State of Tennessee

When did you begin operating in Mississippi? November 1, 2022

-CERTIFICATE-

I CERTIFY:

1. The above named business ships personal property to a final destination outside the State of Mississippi during the calendar year
2. The above named business is qualified to make application for exemption

\_\_\_\_\_  
Signed Title Date

Mail to: **DeSoto County Tax Assessor**  
**365 Loshier Street, Suite 100**  
**Hernando, MS 38632**



**FREE PORT WAREHOUSE**  
**REPORT OF INVENTORY**

JANUARY 1, 20 23

Name of Warehouse NovEx Supply Chain, LLC

Location 1085 Stateline Rd E Suite 100 City Southaven County Desoto

Mailing Address 1085 Stateline Rd E Suite 100 Southaven, MS 38671

- |  |                        |
|--|------------------------|
| 1. Total value of personal property as of 1/1/20 <u>23</u> .                   | <u>\$22,122,690.00</u> |
| 2. Estimated percentage of personal property to be shipped within Mississippi. | <u>0.98%</u>           |
| 3. Amount of personal property to be assessed (Multiply Item 1 times Item 2).  | <u>\$217,371</u>       |

This report is prepared and filed under the terms and provisions of Section 27-31-55, Mississippi Code of 1972, as amended. It is certified that the above information is true and correct. This report is submitted on the

3rd day of February, 20 23.

By \_\_\_\_\_

Title President

This report shall be submitted to the **Tax Assessor** no later than **March 31<sup>st</sup>** of each year.



## Terms Of Service

### CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Professional Services and Non-Disclosure Agreement (the "Agreement") is made and effective as of the date of acknowledgement between the client and Daigle Law Group, LLC (hereinafter "DLG"), a Connecticut limited liability company with its principal place of business in 960 South Main Street in Plantsville, CT 06479. The Agreement governs the overall relationship between the client and DLG while DLG is providing services to or on behalf of the client.

The training, publications, videos, and opinions provided by DLG are intended to provide general information on the topic presented. They are distributed with the understanding that DLG is not engaged in rendering legal or professional services. Although these materials are prepared by professionals, they should not be used as a substitute for professional legal services. If legal or other professional advice is required, the services of an authorized legal counsel or professional should be sought.

**PROPRIETARY INFORMATION:** Each DLG Learning Center Course and Video contains valuable trade secrets and proprietary information belonging to DLG. None of the services may be copied, duplicated, or disclosed without the express written permission of DLG, except as required by law.

**USER ACCOUNT SHARING:** The client agrees that the account provided by DLG for access to the services and materials provided under the service mark "DLG Learning Center" is for the use of the registered user only and may not be shared with any other individual or entity. Any unauthorized sharing of the account, including but not limited to sharing login credentials or allowing access to the account by anyone other than the registered user, is strictly forbidden and may result in the termination of the account and access to the services and materials provided under the service mark "DLG Learning Center". The client agrees to take all necessary measures to prevent unauthorized access to or use of their account and to promptly notify DLG of any suspected or actual unauthorized use of their account. The client shall be responsible for all activities that occur under their account.



**SPECIAL NON-DISCLOSURE PROVISION:** The client agrees and expressly acknowledges that DLG has represented that the services provided under the service mark "DLG Learning Center" are for the official use of the client and its personnel only and are intended to be received in compliance with their duties. Any training material or educational service provided under this service mark is intended for client law enforcement personnel only and its unauthorized distribution, sharing, reproduction, or personal use by any representatives of the client or by third parties is strictly forbidden. The client may use the services provided by DLG under the service mark "DLG Learning Center" for training of its members. The use by the client of the services provided by DLG under this service mark for financial gain or benefit without the written authorization of DLG is not permitted by the terms of this Agreement. Client employees and independent contractor staff are permitted to view the Videos subject to the confidentiality requirement of this paragraph.

**SERVICES PROVIDED BY DLG UNIQUE:** The client expressly acknowledges that DLG has represented that the services provided under the service mark "DLG Learning Center" are of a special, unique, and intellectual character which gives them peculiar value, and that in the event of misuse, unauthorized disclosure, or misappropriation by the client of the service mark or of the educational services and videos provided under the mark, DLG may suffer irreparable injury. The client expressly agrees that in the event of a breach of the non-disclosure and confidential information provisions of this Agreement, DLG shall have the right to recoup any damages incurred by the client as a result of such breach, as long as such damages have been determined by a court of competent jurisdiction or are otherwise recoupable in accordance with the law.

**SURVIVAL:** The covenants of confidentiality set forth in this Agreement shall survive and continue and be maintained from the Effective Date until three (3) years after the termination of this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement in duplicate on the Effective Date written above.

BY SIGNING BELOW, the parties confirm that they have carefully read and understand all of the terms of this Agreement, enter into the Agreement knowingly, voluntarily, and of their own free will, understand its terms and their significance, and intend to abide by its provisions.

## **Client Information**

**Your Name \***

District #: 3050

Account #:

Control #: 62ed19a99a3b

# NON-RESIDENTIAL CUSTOMER AGREEMENT

This Non-Residential Customer Agreement is between AmeriGas LP (“Company”) and the Customer identified below (“Customer”). This Agreement, together with Company’s Terms and Conditions for Non-Residential Customers, which are below and incorporated herein by reference, constitute a binding agreement between Company and Customer. The Initial Term of this Agreement is three (3) years from the date signed below and **WILL AUTOMATICALLY RENEW MONTH-TO-MONTH THEREAFTER** unless notice of non-renewal is provided as described in Section 2 of the Terms and Conditions.

## 1. CUSTOMER BILLING AND CONTACT INFORMATION:

Customer: CITY OF SOUTHAVEN Mobile Ph: \_\_\_\_\_ Other Ph: 6622806552

E-Mail: CITYCLERK@SOUTHAVEN.ORG

Mailing Address: 8710 Northwest Drive City: Southaven State: MS Zip: 38671

## 2. CUSTOMER INSTALLATION AND PROPANE DELIVERY ADDRESS (IF DIFFERENT THAN ABOVE):

Delivery Address: 1551 Dorchester Dr City: Southaven State: MS Zip: 38671

3. DELIVERY OPTIONS:  Worry-Free Automatic Delivery  Will Call  Other \_\_\_\_\_

## 4. IS CUSTOMER LEASING EQUIPMENT FROM COMPANY?

Yes  No If NO, Customer is affirming they own their equipment.

If YES, the Leased Equipment is described as follows:

Tank/Cylinder Size	<u>250</u>
Other	_____

## 5. THE ASSOCIATED TANK RENT FOR THE LEASED EQUIPMENT IS:

Rental Fee Amount*	<u>82.50</u>		
<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	<input checked="" type="checkbox"/> Annual
Notes:	_____		

\*Tank Rent may be a fixed amount or subject to minimum usage requirements.

By signing below, Customer acknowledges that the above information is correct, and Customer has REVIEWED, UNDERSTANDS, AND ACCEPTS COMPANY’S TERMS AND CONDITIONS. The Terms and Conditions describe, among other things, Customer’s rights and responsibilities relating to propane service and Leased Equipment, as well as prices, fees, rates, charges, payment terms and dispute resolution. The Terms and Conditions may be amended from time to time. This Agreement incorporates the Company’s Terms and Condition, which will be effective as of the date of Customer’s signature below.

CUSTOMER SIGNATURE: \_\_\_\_\_

CUSTOMER NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

– The AmeriGas Family of Companies –

**SIGN UP TODAY TO MANAGE YOUR PROPANE ACCOUNT ONLINE AT MYAMERIGAS.COM**  
PAY A BILL • SCHEDULE A DELIVERY • REVIEW PAST DELIVERIES



THE AMERIGAS REVISED TERMS AND CONDITIONS FOR NON-RESIDENTIAL CUSTOMERS ARE SET FORTH BELOW. PLEASE READ THIS CAREFULLY, AS IT IS INTENDED TO MODIFY AND/OR REPLACE ALL PRIOR AGREEMENTS AND GOVERNS YOUR (ALSO REFERRED TO AS "CUSTOMER" OR "YOU") RELATIONSHIP WITH AMERIGAS PROPANE, L.P. (ALSO REFERRED TO AS "AMERIGAS", "COMPANY", "US", "WE", AND "OUR").

## TERMS AND CONDITIONS FOR ONGOING PROPANE-RELATED SERVICES AND EQUIPMENT RENTAL – NON-RESIDENTIAL CUSTOMERS

**1. ACCEPTANCE OF THESE TERMS AND CONDITIONS.** By accepting or requesting propane delivery or propane-related services from Company or by entering into an agreement with Company (an "Agreement") which incorporates these Terms and Conditions, you agree to these revised Terms and Conditions in their entirety. Unless your propane supply agreement with Company does not permit modification, this shall serve as a notice of termination of your previous agreement and an offer to do business under these Terms and Conditions. If you find these Terms and Conditions unacceptable, you may reject this offer by terminating your service.

**THESE TERMS AND CONDITIONS REQUIRE THAT DISPUTES BE RESOLVED INDIVIDUALLY IN BINDING ARBITRATION OR SMALL CLAIMS COURT. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND LESS APPELLATE REVIEW THAN IN COURT. YOU MAY REJECT THE ARBITRATION PROVISION BY SENDING WRITTEN NOTICE WITHIN THIRTY (30) DAYS OF YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS, AS DESCRIBED IN SECTION 15.**

**2. TERM.** Your term is the period of time for which you have agreed to maintain service with us. If you did not sign a customer agreement, your term will be three years from the date on which you began service with Company by receiving your first delivery of propane (the "Initial Term") and **WILL AUTOMATICALLY RENEW MONTH- TO- MONTH THEREAFTER** (each a "Renewal Term") unless either you or Company provides the other with advance written notice of non-renewal at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term. Your notice of non-renewal can be provided to Company in any of the following ways: (1) by U.S. mail, postage prepaid, to Company at Box 965, Valley Forge, PA 19482, Attn: Customer Service; (2) by telephone at 1-800-AmeriGas; or (3) by email at [Customercare@amerigas.com](mailto:Customercare@amerigas.com).

**3. SAFETY INFORMATION.** Safety information has been or will be supplied in your Welcome Packet. If you did not receive the safety information or would like an additional copy, please visit us at [AmeriGas.com/safety](http://AmeriGas.com/safety) or you can contact us toll-free at 1-800-AmeriGas (1-800-263-7442) and we will mail or e-mail it to you. We recommend you regularly visit [AmeriGas.com/safety](http://AmeriGas.com/safety) to view those and other important safety warnings. **If you smell propane or experience any adverse propane conditions or safety-related matters, you should immediately evacuate the premises and dial 9-1-1. You should also contact 1-800-AmeriGas. We recommend purchasing a LP gas detector and a Carbon Monoxide detector.**

### **4. LEASED EQUIPMENT.**

**A. General Provisions.** Company will lease and provide to you a propane storage tank or cylinder, first stage or twin-stage regulator(s) (unless otherwise agreed in writing), and related equipment, and, if applicable in Company's sole discretion, Company may lease and provide to you tank monitors or propane meters (collectively "Leased Equipment"). In its sole discretion, Company may exchange the Leased Equipment for other equipment more compatible with Customer's actual use. In the interest of safety, you will not allow anyone to make any adjustments, connections or disconnections to the Leased Equipment or remove or pump-out the Leased Equipment without our written permission. You will notify Company immediately if you suspect that Leased Equipment is damaged, malfunctions or if you experience any problems. Only propane sold by Company will be used with Leased Equipment. You agree that if you sell your property, you will notify Company at least thirty (30) days in advance and will inform the buyer that Leased Equipment is owned by Company. Leased Equipment will at all times remain the property of Company and will not become a fixture or a part of your real property. You agree to promptly surrender to Company all Leased Equipment upon termination of service.

**B. Tank Rent.** You agree to pay tank rent ("Tank Rent") once per year while the Leased Equipment is installed at your property. The amount of Tank Rent can vary depending on, among other things, the size of the tank, the location of the property, and your annual usage. Tank Rent may be increased on an annual basis due to inflation or other factors. For certain Customers who entered into prior minimum use arrangements with Company, Tank Rent is waived if they meet certain minimum propane use requirements. For these Customers, Tank Rent is waived if the Customer purchases two (2) times the water capacity of the tank within the prior twelve (12) months of the Customer's contract year. Please contact 1-800-AmeriGas if you have questions about the Tank Rent that is applicable to you.

**C. Access to Equipment for Delivery and Service.** Company will have an irrevocable right to enter your property without prior notice for deliveries of propane, meter reads, and servicing or removal of Leased Equipment. You agree to provide Company with safe and unimpeded access to the propane distribution system and related equipment on your property, including but not limited to, access free of ice, snow, water, and other hazards, and you will ensure that entry gates are unlocked prior to delivery. Your delivery may be delayed if AmeriGas does not have safe and unimpeded access to your property. You will mark and identify the location of septic systems, leach pits, underground ponds and similar underground features.

**D. Propane Meters.** If you have a Company propane meter installed in connection with any Leased Equipment, you will be billed for your monthly propane usage. Company reserves the right to bill you based on an estimated usage amount, and then later take an actual reading, after which: (i) you will receive a credit to the extent that your estimated billed usage amount exceeds the actual usage amount or (ii) you will be charged an additional amount to the extent that the actual amount of propane used exceeds the estimated amount. A monthly Meter Fee as defined in Section 6(B) below applies to customers who have meters.

## **5. PROPANE SERVICE, MAINTENANCE, AND DELIVERY.**

**A. General Conditions.** Company may choose not to deliver propane or perform services if, in its sole discretion, it believes that doing so will pose an unnecessary risk of injury or harm to you, Company's employees, your property, or the public. You agree that Company may lock off your equipment, the Leased Equipment, and/or suspend service if Company believes an unsafe condition exists.

**B. Delivery Options.** Company offers two types of propane delivery:

- **Automatic** – Under this worry-free delivery option, Company will make deliveries to you on either a fixed-cycle basis or upon a number of forecasting factors, including temperatures and usage patterns. To ensure accurate forecasting, please update Company with any changes in your usage.
- **Will Call** – Under this delivery option, Company will deliver propane only after you request a delivery. Company recommends you order a delivery when your tank is approximately 30% full to ensure a timely delivery. Most Will Call deliveries are made within 5-10 business days after you place an order. Weather and other factors may affect delivery times. Company assesses a Will Call Convenience Fee per delivery. Expedited delivery requests may be assessed an Expedited Delivery Fee or an Emergency Delivery Fee. For more information about these fees, see Section 6B.

**C. Propane System Maintenance and Repair.** You are responsible for the maintenance and repair of all equipment that you own ("Customer-Owned Equipment"), including compliance with applicable laws and regulations. You are required to notify us in the event that you disconnect the propane system or add or remove appliances so that we may conduct a leak check.

## **6. PRICING, FEES, AND CHARGES.**

**A. Price.** Unless you enter into a fixed-pricing agreement with us you agree to pay Company's price per gallon of propane in effect when you place an order or for Automatic deliveries, on the date of delivery. This price is set by the Company, and includes, among other things, our taxes, our costs to procure the propane, freight and transportation. Your price per gallon may vary depending upon the volume of propane you purchase, customer classification, propane tank ownership, and competitive conditions. We encourage you to review information on our website or contact 1-800-AmeriGas to discuss which pricing options may be best for your needs and to receive current pricing information, as prices change frequently and without prior notice.

**B. Current Fees and Charges.** Company may apply other fees and charges depending on the services requested and/or required. You agree to pay for all licenses, permits, and taxes associated with the sale or use of the propane, Leased Equipment and services provided by Company. The fees and charges provided below are the most frequently assessed, but other fees and charges may apply depending on the services rendered. Please visit our website or contact 1-800-AmeriGas for specific questions and updated amount information. **THE FEES AND CHARGES LISTED BELOW ARE NOT GOVERNMENT IMPOSED, NOR IS ANY PORTION OF THEM PAID TO ANY GOVERNMENT AGENCY. COMPANY RESERVES THE RIGHT TO CHANGE ITS FEES AND CHARGES AT ANY TIME AND WITHOUT PRIOR NOTICE.**

- **Fuel Recovery Fee** – This fee, which is assessed on propane deliveries, helps to offset the significant expense incurred by Company in fueling its fleet of motor vehicles. This fee fluctuates on a monthly basis as Company's cost of fuel fluctuates. For current Fuel Recovery Fee information, please contact 1-800-AmeriGas or visit Company's website.
- **HazMat & Safety Compliance Fee** – This fee is assessed on propane deliveries and helps to offset the costs Company incurs to comply with federal, state and local government regulations, such as those relating to hazardous materials, homeland security, emergency preparedness, workplace safety and related administrative



costs. It is also used to fund, in part, among other things, employee safety training, inspections, cylinder requalification, and environmental compliance. This fee is \$11.99 per delivery.

- **Leak Check Charge** – This charge is applied when Company performs a leak check to verify that the propane system does not have a leak. This test is required by law under certain circumstances, which may include: when new piping is installed, if the gas has been turned off for any reason, if there has been an interruption of gas service, or if a leak in the system is suspected. Please contact 1-800-AmeriGas for specifics on when a leak check is required and the current charge.
- **Meter Fee** – This fee applies if your propane usage is measured by a Company-owned meter. This fee helps to offset the cost of the meter, meter reading and related administrative costs. The fee also helps to offset the costs otherwise covered by the HazMat & Safety Compliance Fee (as described above), which is not charged to metered customers. This fee is \$11.99 per month.
- **Paper Invoice Fee** – This fee applies if you choose to receive paper invoices from Company. This fee is \$2.99 per invoice. You may avoid this fee by enrolling in paperless billing in your online account.
- **Tank Pickup Fee**– Upon termination of service, Company will remove any Company-owned tank on your property. The charge for removal of standard above-ground tanks is \$149.99. The charges for removal of underground Company-owned tanks are described in Section 14.
- **Reconnect Charge** – If your tank is locked off by Company due to nonpayment, this charge will be assessed to remove the lock, perform a leak check and put your propane system back into service. This charge is \$79.99.
- **Returned Check Fee** – This fee is intended to cover the deposit return fee assessed by financial institutions and related administrative expenses associated with the return of a customer check for insufficient funds. This fee is \$33.00.
- **Service Dispatch Charge** – This applies when a service technician is requested to perform diagnostic or other service work on Customer-Owned Equipment. This charge is \$99.99. This charge will not be credited toward service work performed and additional charges may be assessed depending upon the nature of the service work required.
- **Expedited Delivery Fee** – This applies when a customer enrolled in the Will Call delivery option requests a delivery within three (3) days or if any customer requests non-emergency service after business hours or on weekends. This fee is \$200.00.
- **Emergency Delivery Fee**- This applies when a customer enrolled in the Will Call delivery option requests a delivery within one (1) day. This fee is \$300.00.
- **Will Call Convenience Fee** – This applies to customers enrolled in the Will Call delivery option and is charged for each Will Call delivery. Eligible customers may avoid this fee by switching to Automatic delivery. The fee is \$8.99 per delivery.
- **Minimum Delivery Fee** – This fee may be charged for a requested Will Call delivery that is less than 100 gallons and may vary based upon geographic location and tank size.
- **Underground Tank Removal** – See Section 14.
- **Late Fees** – See Section 7.
- **Tank Rent** – See Section 4B.

**7. PAYMENT TERMS AND LATE FEES.** If you have received credit terms from Company, you will be billed after propane is delivered or services are rendered, unless you have enrolled in a budget payment program. You agree to pay the invoiced amount on or before the due date indicated on the invoice. If you dispute an invoice, you must contact 1-800-AmeriGas within thirty (30) days of receipt. If you fail to timely pay all amounts owed to Company, Company may, unless prohibited by law, add a monthly late charge of 1.5% of the average daily balance until paid or a late charge of \$36.00, whichever is greater. If you fail to make a payment on your outstanding amount owed, Company may, after providing written notice to you, suspend service and/or place a lock on Leased Equipment. If Company places a lock on Leased Equipment, all amounts outstanding (including the applicable Reconnect Charge) must be paid in full before service will be restored. Company may at any time require you to pay for propane deliveries or services in advance, to post a cash deposit, or to provide other forms of credit enhancement. Company may apply any amounts it holds from you, whether a security deposit or otherwise, at any time in whole or in part against the outstanding balance. If Company uses a collection agency or attorney to collect money owed by you that is past due, you agree to pay the reasonable costs of collection incurred by Company, including, but not limited to, collection agency fees, reasonable attorneys' fees, and arbitration or court costs. **Maryland Customers: If all of the outstanding amount owed is not received within 15 days after it is due, you will pay a late charge of the greater of \$5.00 per month or 10% per month for the part of the outstanding amount that is late for no more than three months, or you will pay up to 1.5% per month of the payment amount that is past due.**

The parties specifically agree that this Agreement and all transactions contemplated hereto are "Forward Contracts" as such term is defined in the United States Bankruptcy Code, 11 U.S.C Section 101(25). If either party becomes subject to Bankruptcy Code proceedings, it is understood and agreed that the other party shall be entitled to exercise its right to liquidate and terminate this Agreement as a "Forward Contract Merchant" under Section 556 of the U.S. Bankruptcy Code. In addition, the parties agree that any payments made under or in connection with this Agreement are the types of payments described in Section 546(e) of the Bankruptcy Code and are not subject to avoidance in any bankruptcy case.

**8. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES. THIS LIMITATION APPLIES REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT OR OTHERWISE. COMPANY IS NOT LIABLE FOR ANY DIRECT OR INDIRECT LOSS SUSTAINED BY YOU, OR ANYONE TO WHOM YOU ASSIGN YOUR RIGHTS, AS A RESULT OF THE EXHAUSTION OF YOUR PROPANE SUPPLY, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR HOME, REAL PROPERTY, BUSINESS ASSETS, OR PERSONAL PROPERTY RESULTING FROM WATER DAMAGE CAUSED BY FROZEN PIPES.**

**9. DISCLAIMER OF WARRANTIES.** COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE, TANK, CYLINDER, AND/ OR RELATED EQUIPMENT, INCLUDING LEASED EQUIPMENT, OR SERVICE PERFORMED UNDER THESE TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ACCEPT ALL PRODUCTS AND GOODS DELIVERED AS IS. SOME STATES (SUCH AS CT, KS, ME, MS, NH, WA, MA, AND WV) MAY NOT ALLOW THESE EXCLUSIONS OF IMPLIED WARRANTIES, AND, IF SO, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**10. INDEMNIFICATION.** Both Company and Customer agree to indemnify, defend and hold the other harmless from and against any and all claims, liens, demands, suits, damages and liabilities for personal injuries and/or property damage, arising out of or caused by any negligent act or omission on the part of that party, its agents or employees.

**11. TERMINATION OF PROPANE SERVICE.** Unless otherwise specified, your propane service may be terminated for convenience at the end of the Initial Term or Renewal Term upon the provision of thirty (30) days prior written notice to the Company. If you terminate your propane service prior to the end of the Initial Term, Company may recover from you its lost profits that it was projected to receive had you not terminated prior to the end of the Initial Term, installation charges which were waived at the time of contract, and other damages caused by the early termination. Company may terminate your propane service prior to the end of the Initial Term upon the provision of thirty (30) days prior written notice to you.

- For customers with Leased Equipment, upon termination, in order to remove Leased Equipment Company will charge you a Tank Pickup Fee for a standard above-ground tank or the charges described in Section 14 for underground tanks.
- Company will repurchase the propane remaining in Leased Equipment upon termination if the supply of propane remaining in the tank at the time of removal is more than 5% water capacity. If Company repurchases the remaining propane, the repurchase price will be the price per gallon that you paid for your last delivery. We encourage you to wait to schedule your tank removal until the supply of propane remaining in your tank is at 5% water capacity or less.
- Company may terminate your service immediately and without prior notice if you fail to satisfy any material provision contained in these Terms and Conditions, including but not limited to making payment. Company reserves the right to terminate service or suspend deliveries if Company determines, in its sole discretion that a condition exists that poses a health or safety threat to its employees, you or the public.

**THE TERMINATION FEES AND TANK PICKUP FEES LISTED IN THIS SECTION 11 ARE NOT APPLICABLE TO NEVADA RESIDENTS.**

**12. EXCUSED PERFORMANCE.** Company will not be responsible for any delay or damages caused by events or circumstances beyond its reasonable control, including without limitation, acts of God, fire, storms, floods, epidemics, pandemics, other health crises, labor disputes, wars, hostilities, terrorism, changes in laws or regulations, Company's inability to obtain propane or equipment from its suppliers, as well as terminal, refinery, pipeline, or transportation disruptions. Under any of these or similar circumstances, Company shall not be deemed to be in breach of these Terms and Conditions and Company may allocate propane and equipment among its Customers in any manner that Company deems reasonable.

**13. CHANGES TO THE TERMS AND CONDITIONS.** Company reserves the right to amend or add to these Terms and Conditions (other than price per gallon, fees, and charges, which may be changed without prior notice) at any time by giving you prior written notice of the change(s). The notice may be in the form of a bill insert, email, or other written notification. These Terms and Conditions may not be modified orally and describe the entire agreement between



Company and you with respect to its subject matter. Any prior arrangements, agreements, contracts, representations, warranties, purchase orders, bids, proposals, offers, or other communications, written or oral, that are inconsistent with these Terms and Conditions, are superseded and of no force or effect. For the avoidance of doubt, these Terms and Conditions do not replace, amend, or eliminate your prior fixed propane pricing, exclusivity, or volume contract commitment(s).

**14. CUSTOMERS WITH UNDERGROUND LEASED TANKS.** You are responsible for all costs of the excavation and removal of Leased Equipment and Company is not responsible for furnishing fill, resurfacing, landscaping or restoring your property to its previous condition upon removal. You will be billed on an hourly basis for this work with local labor rates prevailing, unless other arrangements are provided. The charge to remove an underground tank can vary greatly and is affected by numerous factors, including the size and access to the tank, soil conditions and other impediments. You and Company may mutually agree that Company will sell you the underground tank in lieu of physically removing the tank from your property.

**15. CLAIMS AND ARBITRATION. PLEASE READ THIS SECTION CAREFULLY.**

**A. Arbitration Agreement.** Upon the election of either party (or any other entity or individual with the right to invoke arbitration under this provision, including without limitation those entities or individuals named in this Section 15(A)(2), a Dispute shall be resolved by binding arbitration. "Dispute" means any claim or controversy arising from or relating to these Terms and Conditions, your agreement with Company, or the relationship between you and Company, including without limitation any and all: (1) claims for relief or theories of liability, whether based in contract, tort, statute or otherwise; (2) claims against Company or its parents, subsidiaries, affiliates, predecessors, successors or assigns and any of their directors, officers, employees and agents (any of whom may elect arbitration of claims to which they are a party pursuant to these Terms and Conditions); (3) claims that arose before this Arbitration Agreement; (4) claims that arise after the expiration or termination of this Arbitration Agreement; and (5) claims that are the subject of a purported class action or other representative or collective action. "Dispute" shall not, however, include claims filed by you or Company on an individual basis in small claims court if the amount claimed is within the jurisdiction of that court. However, Company will not demand arbitration pursuant to this agreement to arbitrate in connection with any individual claim that you properly file in a small-claims court of your state or municipality, so long as the claim is pending only in that court.

**IN THE EVENT THAT THE PARTIES HAVE ANY DISAGREEMENT ABOUT ARBITRABILITY OR THE VALIDITY, SCOPE, OR ENFORCEABILITY OF THIS ARBITRATION CLAUSE, A DULY APPOINTED ARBITRATOR WILL DECIDE SUCH DISAGREEMENT.**

**B. Right to Reject this Arbitration Agreement.** Notwithstanding anything in this Arbitration Agreement to the contrary, you may reject this Arbitration Agreement. To do so, you must send Company written notice by mail postmarked no later than thirty (30) days after your acceptance of these Terms and Conditions to Box 965, Valley Forge, PA 19482, Attn: Customer Service. Your rejection notice must be signed, must state that you reject this Arbitration Agreement, and must include your name, address, and Company account number. Your decision will not adversely affect your relationship with or receipt of goods or services from Company.

**C. Procedures for Arbitration.** This Arbitration Agreement is governed by the Federal Arbitration Act ("FAA"). Arbitrations shall be conducted by a single arbitrator and administered by JAMS ("JAMS") pursuant to its code of procedures (collectively the "JAMS Rules") in effect at the time the arbitration is initiated. The arbitrator's decision will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

**D. Right to Attorneys' Fees and Costs.** You may hire an attorney to represent you. You are responsible for your attorneys' fees and costs. You may recover them from the Company in arbitration to the same extent as in court, or as permitted under JAMS Rules. You will be responsible for paying your share of the arbitration fees as set forth in JAMS' Arbitration Schedule of Fees and Costs in effect at the time the arbitration is initiated.

**E. Waiver of Jury Trials and Class Actions.** IN ARBITRATION, DISPUTES ARE RESOLVED BY AN ARBITRATOR RATHER THAN A JUDGE OR JURY. BY THIS ARBITRATION AGREEMENT, YOU AND COMPANY WAIVE THE RIGHT TO PROSECUTE OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE ACTION. UNLESS YOU AND COMPANY AGREE OTHERWISE IN WRITING, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, MASS ACTION, OR COLLECTIVE BASIS, AND REGARDLESS OF ANY INCONSISTENT PROVISIONS IN THE JAMS RULES, NEITHER THE ARBITRATOR NOR THE JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF TO THAT INDIVIDUAL PARTY. THIS CLASS, MASS, REPRESENTATIVE, AND COLLECTIVE ACTION WAIVER

IS A MATERIAL AND ESSENTIAL PART OF AND CANNOT BE SEVERED FROM THIS ARBITRATION AGREEMENT.

**16. SEVERABILITY.** If any provisions of these Terms and Conditions are determined to be invalid under applicable law or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be restated to reflect, as nearly as possible, the original intention of this Agreement in accordance with applicable law. The remaining terms will remain unaffected by the invalid or unenforceable term, and each term will continue to be valid and enforceable to the fullest extent of the law

**17. NOTICE.** Any notice by you shall be sent by U.S. mail, postage prepaid, to Company at Box 965, Valley Forge, PA 19482, Attn: Customer Service. Notice to you may be in the form of a bill insert, stand-alone mailing, email or other written notification.

**18. WAIVER.** If we delay in exercising any of our rights, we will not be prevented from exercising our rights at a later date. Company's waiver of any breach of these Terms and Conditions at any time shall not excuse future breaches by the Customer.

**19. YOUR CONTACT AND PAYMENT INFORMATION.** You represent and warrant that the name, address, telephone number(s), and other contact and payment information you provide to Company is accurate, complete, and current. You agree to notify Company immediately if there is any change to any of that information.

**20. YOUR CONSENT TO BEING CONTACTED.** By providing a telephone number now or in the future, you agree that Company (and others on its behalf) may contact you via automated means, including with an automatic telephone dialing system or prerecorded or artificial voice. Such calls or text messages may include, without limitation, delivery reminders, delivery confirmations, past-due account notices, account notifications, and attempts to collect any debts from you. Your consent is not a condition of receiving any goods or services. Message and data rates may apply. To opt-out of receiving automated messages and calls, please reply STOP to the text message or call the Company at 1-800-AmeriGas.

**21. GOVERNING LAW.** All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the State of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Pennsylvania.

**22. SURVIVAL.** Paragraphs 1, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, and 21 shall survive termination of your relationship with Company, which includes your permission for Company to contact you to collect any debts owed or your return of Leased Equipment.

**23. CUSTOMER-OWNED EQUIPMENT.** The following provisions do not apply to Customer-Owned Equipment:

Paragraph 4B - Tank Rent

Paragraph 6B with respect to a Tank Pickup Fee, as it relates to the pick-up of Company-owned Equipment; however, the remaining provisions of this paragraph apply.

These Terms and Conditions shall apply to non-residential customers in all states except where specifically prohibited by law. THESE TERMS AND CONDITIONS DO NOT APPLY TO CUSTOMERS IN NEW JERSEY OR CUSTOMERS IN VERMONT USING PROPANE THROUGH A METER OR HAVING PROPANE DELIVERED TO ONE OR MORE STORAGE TANKS WITH AN AGGREGATED TOTAL CAPACITY OF 2,000 GALLONS OR LESS. TERMINATION FEES AND TANK PICKUP FEES NOT APPLICABLE TO NEVADA RESIDENTS. PAPER INVOICE FEES NOT APPLICABLE TO MAINE OR NEW YORK RESIDENTS.

Effective March 1, 2022.



# SAFETY NOTICE

Separate Attachment

For your safety, propane has a strong, unpleasant odor added so that propane leaks can be detected. You and each person using or handling propane must be able to recognize the smell of propane. Ask for a **Propane Safety Brochure** or MSDS to demonstrate the smell of propane. Always take action if you smell any foul odor.

## CAN YOU SMELL IT?

It may be hard for some people to smell propane for any one or more of the following reasons:

- Colds, allergies, sinus congestion or another medical condition;
- The sense of smell is reduced due to the use of tobacco, alcohol, drugs, smoke, cooking odors and other strong odors that mask the smell of propane;
- With age, the sense of smell may be less sensitive;
- If the smell of propane is present for a period of time, "odor fatigue" may occur and a person no longer smells the propane odor; or
- The smell of propane may be in an area (basement or crawl space) where it is not detected by those in other areas of the building.

A phenomenon called "odor fade" may occur, the unintended reduction in the concentration of the odor of propane. Although rare, several situations can cause odor fade:

- Air, water or rust in a propane container;
- If an underground propane leak exists, the passage of propane through some soils; or
- Propane odor may stick to inside surfaces of propane piping and distribution systems or other materials.



## IF YOU SMELL GAS:

- **Do Not Enter An Area Where You Suspect a Gas Leak**
- **Do Not Try to Judge for Yourself the Level of Danger of a Gas Leak: All Gas Leaks Pose a Serious Threat.**
- **No Flames or Sparks:** Put out all smoking materials and other open flames. Do not use lights, appliances, telephones, including cell phones. Flames or sparks from these can trigger an explosion.
- **Leave the Area Immediately:** Get everyone out of the building or area where you suspect gas is leaking.
- **Shut-Off the Gas:** Turn off the main gas supply valve on the propane tank if it is safe to do so. Turn the valve to the right to close.
- **Report the Leak:** From a neighbor's house or other nearby building away from the gas leak, call the Company right away. If you cannot reach the Company, call 911 or your local fire department.
- **Do Not Return to the Area or Building** until the Company or the local officials who have responded determine it is safe to do so.
- **Get Your System Checked:** Before you attempt to use any of your propane appliances, the Company or another qualified propane service technician must conduct a Leak Check.



## RUNNING OUT OF GAS: DO NOT RUN OUT OF GAS, SERIOUS SAFETY HAZARDS, INCLUDING FIRE AND EXPLOSION, CAN RESULT.

- If an appliance valve or gas line is left open when the propane supply runs out, a leak could occur when the system is recharged with propane.
- Air and moisture could get inside the propane container resulting in the possibility of odor fade.
- If you run out of gas, your pilot lights will go out and can be extremely dangerous if not handled properly.
- **A Leak Check IS REQUIRED.**
- **SET-UP REGULAR FORECASTED DELIVERIES.** Check the gauge on your tank and if the fuel level drops at or near 20%, call the Company.



## LIGHTING PILOT LIGHTS

It is strongly recommended that a qualified propane service technician light any pilot light that has gone out.

- A pilot light that repeatedly goes out or is difficult to light may be a signal that there is a problem with the appliance or the propane system. If this occurs do not try to fix the problem yourself. Contact a qualified propane service technician to evaluate the appliance.



## IF YOU LIGHT A PILOT YOURSELF, YOU ARE TAKING THE RISK OF STARTING A FIRE OR AN EXPLOSION. MANY SERIOUS INJURIES OCCUR WHEN PEOPLE ATTEMPT TO LIGHT PILOT LIGHTS. PROCEED WITH GREAT CAUTION.

- Follow the manufacturers' instructions and warnings about the appliance.
- If the appliance is in a basement or closed room, thoroughly ventilate the area before lighting the pilot.
- DO NOT smoke or have any source of ignition in the area before lighting the pilot.
- **IF YOU SMELL GAS, DO NOT LIGHT THE PILOT.** Be especially alert for the smell of propane and sniff at the floor level before attempting to light the pilot. Do not try to light pilots in any area where other odors (such as musky or damp smells) may make it hard to detect the smell of a propane leak.
- DO NOT allow anyone to be in the area where you are lighting the pilot.
- DO NOT apply force or use tools on the pilot light or controls. This could damage the components and cause gas leakage.
- DO NOT attempt to let air out of the gas lines by opening a valve or fitting inside a building or enclosed space. You may release gas and not be able to smell it.
- DO NOT apply oil to a sticky knob or button on a gas control valve. It can cause the control valve to malfunction.
- DO NOT tamper with or use tools to operate gas controls.



## CARBON MONOXIDE: IMPROPERLY VENTED OR DEFECTIVE APPLIANCES CAN CAUSE POTENTIALLY FATAL CARBON MONOXIDE POISONING. HAVE YOUR SYSTEM PERIODICALLY INSPECTED BY A QUALIFIED SERVICE COMPANY.



## OTHER IMPORTANT SAFETY RULES

- DO NOT allow unqualified personnel to service your propane appliances or system.
- If any of your appliances has been flooded, shut off the gas immediately at the tank. DO NOT use the gas system until the wet or flooded appliances have been checked or serviced.
- Keep combustible products, like gasoline, kerosene or cleaners, in a separate room from propane appliances. Appliance pilot lights could ignite fumes from those combustibles.



Axon Enterprise, Inc.  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-453070-44956.914BF

Issued: 01/30/2023

Quote Expiration: 02/14/2023

Estimated Contract Start Date: 02/15/2023

Account Number: 108603

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business:Delivery:Invoice-8691 Northwest Dr 8691 Northwest Dr Southaven, MS 38671-2437 USA	Southaven Police Dept. - MS 8691 Northwest Dr Southaven, MS 38671-2437 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Bryan Fondrie Phone: 2623521354 Email: bfondrie@axon.com Fax:	Todd Mullen Phone: (269) 637-5151 Email: tmullen@southaven.org Fax:

### Quote Summary

Program Length	33 Months
TOTAL COST	\$5,356.56
ESTIMATED TOTAL W/ TAX	\$5,356.56

### Discount Summary

Average Savings Per Year	(\$75.84)
TOTAL SAVINGS	(\$208.56)

### Payment Summary

Date	Subtotal	Tax	Total
Jan 2023	\$1,461.26	\$0.00	\$1,461.26
Oct 2023	\$1,947.65	\$0.00	\$1,947.65
Oct 2024	\$1,947.65	\$0.00	\$1,947.65
Total	\$5,356.56	\$0.00	\$5,356.56



Quote Unbundled Price:	\$5,148.00
Quote List Price:	\$5,148.00
Quote Subtotal:	\$5,356.56

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>A la Carte Software</b>									
ProLicense	Pro License Bundle	4	33		\$39.00	\$40.58	\$5,356.56	\$0.00	\$5,356.56
<b>Total</b>							<b>\$5,356.56</b>	<b>\$0.00</b>	<b>\$5,356.56</b>

## Delivery Schedule

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	12	02/15/2023	11/14/2025
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	02/15/2023	11/14/2025



## Payment Details

Jan 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1A	ProLicense	Pro License Bundle	4	\$1,461.26	\$0.00	\$1,461.26
Total				\$1,461.26	\$0.00	\$1,461.26

Oct 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1B	ProLicense	Pro License Bundle	4	\$1,947.65	\$0.00	\$1,947.65
Total				\$1,947.65	\$0.00	\$1,947.65

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	ProLicense	Pro License Bundle	4	\$1,947.65	\$0.00	\$1,947.65
Total				\$1,947.65	\$0.00	\$1,947.65

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

---

Signature

---

Date Signed

1/30/2023





**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF SOUTHAVEN, MISSISSIPPI TO AMEND  
THE CITY OF SOUTHAVEN CODE OF ORDINANCES TITLE X, CHAPTER 1,  
SECTION 10-13**

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

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

WHEREAS, pursuant to Miss. Code 45-9-53(f), the City Governing Authorities may regulate the carrying of a firearm at a public park; and

WHEREAS, the City Governing Authorities may lawfully prohibit enhanced concealed carry permit holders from possessing firearms in public parks; and

WHEREAS, the City Governing Authorities declare the City Amphitheater as a public park; and

WHEREAS, the City Governing Authorities have previously acted in accordance with Senate Bill 2924, Local and Private Legislation (2013) (allowing for the City to sell naming rights of park buildings and structures) by selling the naming rights of the City Amphitheater; thus, further solidifying the City’s declaration of the City Amphitheater as a public park; and

WHEREAS, the City Police will be present at each event at the City Amphitheater; thus, providing protection and law enforcement for the attendees; and

WHEREAS, alcohol will be present at the City Amphitheater, and the City Governing Authorities find that there is an increase for potential danger with firearms when alcohol is being consumed; and

WHEREAS, the City Board desires to amend Title X, Chapter 1, Section 10-13.

**NOW, THEREFORE BE IT ORDAINED** BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI, THAT BY RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI THE CITY OF SOUTHAVEN CODE OF ORDINANCES, TITLE X, CHAPTER 1, SECTION 10-13 BE AMENDED AS FOLLOWS:

Section 10-13 Firearms - Possession of firearms prohibited at a public park.

(a) It shall be unlawful for any person, other than sworn law enforcement officers or those who have otherwise received a permit from the chief of police for a specific legitimate public safety related purpose, to carry or possess a firearm at a City of Southaven Public Park.

(b) For purposes of this Section 10-13, a City of Southaven Public Park shall be defined as and specifically be limited to inside the gates of the City of Southaven Amphitheater.

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

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

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

The foregoing Ordinance was passed, adopted, and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR DARREN MUSSELWHITE

ATTEST:

\_\_\_\_\_  
ANDREA MULLEN, CITY CLERK

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF SOUTHAVEN, MISSISSIPPI  
ESTABLISHING THE 2023 WRECKER ROTATION  
FOR THE CITY OF SOUTHAVEN**

**WHEREAS**, the City of Southaven ("City") previously adopted the City Police Wrecker Rotation Policy ("Policy"); and

**WHEREAS**, the City Board adopted the Policy to establish certain and specific guidelines for those entities which tow vehicles at the request of the City Police Department, so that the City can ensure conformity and protection from liability, along with a specific and objective standard for being included on the wrecker rotation; and

**WHEREAS**, pursuant to the City Policy, the City desires to affirm the recommendation of the City Police for the 2023 wrecker rotation for the City; and

**NOW, THEREFORE, BE IT ORDERED** based on the vote by the Board of Aldermen of the City, to wit:

1. The City Board hereby affirms and approves the recommendation of the City Police Chief and Deputy Chief for the City Police one-year wrecker rotation for 2023 as set forth in Exhibit A.
2. The Mayor, Chief of Police or Deputy Chief of Police are hereby authorized and directed to take all actions, as set forth in the Policy, needed to effectuate the intent of this Resolution.

**REMAINDER OF PAGE LEFT BLANK**



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

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

RESOLVED AND DONE, this 21st day of February, 2023.

---

DARREN MUSSELWHITE, MAYOR

ATTEST:

---

CITY CLERK

67890421.v1



# Southaven Police Department

## Special Operations Division

Wrecker Rotation Application List – FY 2023

February 16, 2023

As per the City of Southaven Police Wrecker Policy, I have received and reviewed the applications for wrecker services requesting inclusion on our rotation wrecker list. Below are my findings on those applications:

1. Auto Rescue, LLC. 2069 Stateline Road West, Southaven, MS  
This company is in full compliance and is currently on rotation for the city.
2. Choice Towing, LLC. 8505 Tulane Road, Southaven, MS  
This company is in full compliance and is currently on rotation for the city.
3. Griffith Towing. 8410 Hwy 51 North, Southaven, MS  
This company is in full compliance and is currently on rotation for the city.
4. K & E Towing and Transport, LLC. 8551 Tulane Road, Southaven, MS  
This company is in full compliance and is currently on rotation for the city.
5. Roberts Automotive & Towing. 1396 Brookhaven Drive, Southaven, MS  
This company is in full compliance and is currently on rotation for the city.

\*\*\* Note – vehicle inspections of all rotation wreckers will be conducted upon approval to the rotation wrecker list. All wrecker companies operating on the 2022 rotation have previously passed inspection in 2022.

Respectfully Submitted,

**Captain Brett Logazino**  
*Special Operations Division*  
*Southaven Police Department*

Sales Rep Name: Julie Riekhof  
 ProCare Service Rep: Ben Aylor

3800 E. Centre Ave  
 Portage, MI 49009

Date: 2/17/2023  
 ID #: 230217105855

**PROCARE PROPOSAL SUBMITTED TO:**

Billing Acc Num:	Name: Leslie Duke
Shipping Acct Num: 1270969	Title: EMS
Account Name City of Southaven	Phone: (662) 671-2607
Account Address 8710 Northwest Dr	Email:
City, State Zip Southaven, MS 38671	

**PROCARE COVERAGE**

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs	Total
1	6390	Power-LOAD	EMS Prevent	5	3	\$30,285.00
2	6506	Power Cots	EMS Prevent	6	3	\$27,666.00

**PROGRAM INCLUDES:**

**EMS Prevent:**

- \*Includes parts, labor, travel
- \*Includes 1 annual PM inspection
- \*Includes unscheduled service
- \*Includes battery replacement
- \*Includes product equipment checklists.
- \*Replacement parts do not include mattresses, and other Disposable or expendable parts.

Unless otherwise stated on contract, payment is expected upfront.

Annual Payments <b>\$19,317.00</b> See below for complete payment schedule	ProCare Total	\$57,951.00
	<b>FINAL TOTAL</b>	<b>\$57,951.00</b>

Start Date: 2/7/2023  
 End Date: 2/6/2026

*Kim Haines* \_\_\_\_\_  
 Stryker Signature Date

\_\_\_\_\_  
 Customer Signature Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com> \*  
 The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

\_\_\_\_\_  
 Purchase Order Number

**This is not an invoice. A physical invoice will be mailed.**  
**Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308**

**If contract is over \$5,000 please send hard copy PO**

**COMMENTS:**

Please email signed Proposal and Purchase Order to [procarecoordinators@stryker.com](mailto:procarecoordinators@stryker.com).  
 All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.  
 \*\*Quote pricing valid for 30 days.

\* Stryker acknowledges that the City of Southaven is a Mississippi governmental entity and is not bound by any term which the City, as a governmental entity, is not legally able to agree.