

Deadline 6/3/26

REV07/25

CITY OF SOUTHAVEN
PUBLIC RECORD REQUEST

8710 Northwest Drive
Southaven MS. 38671
Phone 662.280.2489
Fax 662.280.6556

NOTICE: All Public Record Requests pertaining to the Southaven Police Department require additional information. Please use the appropriate form for SPD requests.

Date of Request: 5/22/2026

TO: City Clerk

I, _____, hereby request that the City of Southaven ("City") provide the information below (please circle one) as copies or access for review.

Information will be provided within seven (7) working days of receipt of the request. If the City is unable to produce a public record by the seventh working day after the request is made, the City will provide a written explanation stating that the record requested will be produced and specifying with particularity why the records cannot be produced within the seven-day period. Unless there is mutual agreement of the parties, the City will provide the records no later than fourteen (14) working days from the receipt by the City of the original request.

Please provide, as specific as possible, including locations and addresses, the information you are requesting:

Any agreements or memorandums of understanding from 6/1/2025 to present (5/22/2026) between:
The city and/or Mayor Musselwhite
And
MZX Tech and/or xAI and/or Brent Mayo or any other xAI/MZX Tech affiliates
Please include any attachments/exhibits.

I understand that the City of Southaven will assess me the following charges for processing the above request:
Checks should be made payable to the City of Southaven.

COPIES	BLACK/WHITE	COLOR
8 ½ x 11	0.15 per side	0.15 per side
8 ½ x 14	0.15 per side	0.15 per side
11 x 17	0.15 per side	0.15 per side

Any larger size require by plotter/scanner will be assessed at the actual charge incurred by the City.

Personnel assistance in processing request shall be charged at a rate of at the pay scale of the lowest level employee or contractor competent to respond to the request. The fees for the request shall be collected by the City in advance of complying with the request. This pre-payment is a deposit, and any unused deposit will be refunded.

Approved



Denied



Andree Muller

Number of Pages 12

Amount Due \$21.80

6/4/26

City Clerk/ Deputy City Clerk

Date

Kayla Pearson

Subject: FW: **EXTERNAL** RE: Public Record Request- Agreements/Memorandums from 6/1/25 to 5/22/26 between City/Mayor/MZX Tech, xAI, Brent Mayo

Attachments: MZX Tech_Southaven MOU.pdf; MZX Tech (xAI) - Southaven_DeSoto County FILA for Project Synergy (MDA Approved).pdf

From: Nick Manley <Nick.Manley@butlersnow.com>
Sent: Tuesday, May 26, 2026 12:57 PM
To: Kayla Pearson <kpearson@southaven.org>
Cc: Ashley Ford <aford@southaven.org>; Andrea Mullen <amullen@southaven.org>
Subject: **EXTERNAL** RE: Public Record Request- Agreements/Memorandums from 6/1/25 to 5/22/26 between City/Mayor/MZX Tech, xAI, Brent Mayo

Kayla,
See attached for what I have. There may be another one, which is in the Clerk's Office, as seem to recall there being a donation agreement for SPD?

Thanks,
Nick

Nicholas H. Manley

Butler Snow LLP

D: (901) 680-7314 | F: (901) 680-7201
6075 Poplar Avenue, Suite 500, Memphis, TN 38119
P.O. Box 171443, Memphis, TN 38187-1443
Nick.Manley@butlersnow.com | [vCard](#) | [Bio](#)

[X \(Twitter\)](#) | [LinkedIn](#) | [Facebook](#) | [YouTube](#)

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MOU BETWEEN THE CITY OF SOUTHAVEN AND MZX TECH, LLC

COME NOW, MZX Tech, LLC ("MZX") and the City of Southaven, by and through its governing authority, the Board of Aldermen, (hereinafter referred to as "City") enter into this Agreement relating to work to be performed for Stateline Road Widening to 3-Lane (Tulane to Hwy 51), Tulane Road Resurfacing (Stateline Road to the State Line), and Stateline Road Overlay (Hwy 51 to I-55), as further described and calculated in Exhibit A (collectively "the Improvements") located within the municipal limits of the City and recite as follows:

WHEREAS, MZX will occupy and/or construct certain facilities needed for MZX's operations and business located within the City; and

WHEREAS, due to the use and strain that MZX's operations will cause and require of the City's infrastructure, MZX will contribute Three Million, Four Hundred Sixty Thousand Dollars and 00/100 (\$3,460,000.00) to the City so that the City and/or its contractors may complete the Improvements; and

WHEREAS, the City will perform and ensure that the Improvements are completed and bid in accordance with the requirements of Mississippi law; and

WHEREAS, the City desires to proceed with the Improvements and the Improvements will be beneficial to the City as a whole by ensuring MZX's location to the City, which will provide economic benefits to the City and its residents; and

WHEREAS, MZX and City wish to cooperate so as to expedite the Project, and desire to take all steps necessary to make the Project possible; and

WHEREAS, MZX affirms by the signature of its representative on this document that it has appropriately voted to authorize the execution of the Agreement; and

WHEREAS, the City does affirm by its representative's signature on this document that it has the right to enter into this Agreement and contribute labor, equipment, and contract for work necessary for the completion of the Improvements; and

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

1. The City and/or its engineers, agents, and contractors shall undertake the necessary steps to complete the Improvements via existing contracts or seeking bids in accordance with Mississippi Code 31-7-13.
2. As consideration MZX shall contribute to the City \$3,460,000.00, which shall be paid within seven (7) days of the execution of this Agreement.
3. Upon receipt of the funds from MZX, the City shall begin the Improvements. The City shall have no obligation to commence the Improvements until it receives the full amount of funding set forth in Section 2 of this Agreement.
4. All studies, designs, and plans for the Improvement will be prepared by the City, or its engineers, in its discretion.
5. If required and/or not previously contracted for with the City, the City shall advertise and solicit bids required for the Improvements or aspects of the Improvements.
6. The City shall be the party to award all bids related to the Improvements, in its discretion and shall be the party who executes and enters all contracts for work to be performed, services to be provided and purchases to be made.
7. The City hereby agrees to utilize the funds provided by MZX for the costs of the Improvements, and in the event, funds are remaining after final acceptance of the Project by the City, the City will return the remaining funds, which were provided by MZX, to MZX within sixty (60) days. Notwithstanding the foregoing, each party shall be responsible for its own engineer and attorney fees, or other fees, expenses and/or costs of its staff, consultants, and contractors or which it unilaterally incurs.
8. MZX agrees to cooperate in good faith with the City and be supportive of the City throughout the planning, design, construction and management of the Improvements and recognizes the City as the designated lead agency.

9. Either party may terminate this Agreement (i) in the event of a material breach or default by the other party which remains uncured following sixty (60) days written notice describing such breach or default in reasonable detail. In which case, the non-defaulting party shall, if it so elects, have the right to terminate the Agreement upon giving the defaulting party final notice of termination of the Agreement and the effective date of such termination shall be specified in such notice (which shall be not less than 7 days after the giving of such notice), or (ii) this Agreement may be terminated at any time upon the mutual written agreement of the parties provided.

10. Neither this Agreement nor any of its terms may be changed or modified, waived or terminated except by an instrument in writing, approved by each party, and signed by each party's designated representative.

11. This agreement shall remain in effect until the completion of the terms set forth herein.

12. Miscellaneous provisions:

a. Any notices provided under this Agreement shall be deemed properly given if reduced to writing and personally delivered or transmitted by registered or certified mail, or by a traceable commercial delivery service including Federal Express, UPS, Airborne, or the equivalent, to the other party, with postage prepaid, or if transmitted by recognized overnight courier service or facsimile, with confirmation receipt.

b. The failure of any party to insist upon strict compliance by another party shall not be deemed a waiver of its right to do so in the future.

c. In case any one or more provisions set forth in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated therein.

d. The parties each represent that the person executing this document on behalf of such party has the power and authority to enter into this Agreement and such entity has the authority to consummate the transactions herein contemplated. The execution and delivery hereof and the performance by each party of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document, or other instrument to which it is a party or by which it is bound. All proceedings required to be taken by or on behalf of each party to authorize it to make, deliver and carry out the terms of this Agreement have been or will be duly and properly taken by each party and this Agreement is the legal, valid, and binding obligation of the parties and is enforceable in accordance with its terms.

e. In the event this Agreement extends beyond the term of the existing term of the majority of the membership of the Board of Alderman for the City of Southaven, it will be deemed to automatically renew and be binding upon their successor Boards unless, by majority vote, the incoming Board terminates the same.

f. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing, approved by each party, and signed by each party's authorized representative.

g. Nothing in this Agreement shall be construed to form any agency relationship between any of the parties executing this agreement. Further, nothing in this Agreement shall be interpreted to impute the actions of one party of this contract to other.

WITNESS the signature of the parties hereto:

MZX TECH, LLC

BY: 

DATE: 23-12-2025

CITY OF SOUTHAVEN

BY: 

DARREN MUSSELWHITE, MAYOR

DATE: 12-23-25

EXHIBIT A

1. **Stateline Road Widening to 3-Lane (Tulane to Hwy 51): \$2,240,000.00** – provides overlay of that area and also widen the 2 lane sections to a 3-lane ditch section matching the widened areas that already exists;
2. **Tulane Road Resurfacing (Stateline Road to the State Line): \$200,000.00.** – resurfacing of this road;
3. **Stateline Road Overlay (Hwy 51 to I-55): \$1,020,000.00** - complete milling to reduce the rounding in the road and a 2" overlay to add structure.

Total Estimated Cost - \$3,460,000.00

MUSK FOUNDATION GRANT AGREEMENT

This Grant Agreement ("Agreement") is entered into as of *December 29, 2025*, by and between the Musk Foundation (the "Foundation") and *City of Southaven* ("Grantee") (collectively the "Parties") in accordance with the terms and conditions hereinafter set forth:

Recitals

After conducting a pre-grant inquiry which examined the Grantee's purposes, concepts and plans, the Foundation's Selection Committee has approved a grant to Grantee (the "Grant"). The Parties hereto desire to enter into a written agreement detailing the terms under which the Grant will be disbursed and governing their respective rights and obligations with respect to the Grant.

Agreement

Therefore, in consideration of the promises and agreements of the Parties specified herein, the Parties hereby agree as follows:

1. **Purpose of Grant.** The Grant must be expended solely for charitable, scientific, literary or educational purposes as defined under Internal Revenue Code Section 501(c)(3). Specifically, the purpose of the Grant is to provide funding for the project or program described in Exhibit A (the "Project"). Without the prior written consent of the Foundation, neither the Grant nor any income generated from the Grant may be used for purposes other than those directly related to the Project. Grantee shall notify the Foundation immediately in writing if it becomes aware that any Grant funds or income therefrom is used for other purposes. Further, Grantee agrees to provide immediate written notice to the Foundation if significant changes or events occur during the term of the Grant that could potentially impact the progress or outcome of the Project, including, without limitation, changes in Grantee's management personnel, losses of funding, or significant changes in the Project budget.

2. **Amount of Grant.** The total amount to be disbursed to Grantee under the Grant is **\$1,850,000.00.**

3. **Project Term.** The Project completion date is December 31, 2026. This Grant shall not automatically renew for future terms; any renewals shall occur only with the express written consent of the Foundation after review of Project deliverables.

4. **Periodic Reports.** Grantee shall provide annual reports ("Annual Reports") beginning with the year in which the Grant is received until the earlier to occur of: (i) the date that the Grant funds have been expended in full by Grantee on the Project, or (ii) upon termination of the Grant due to completion of the Project or as otherwise provided for in this Agreement (the "Termination Date"). The Annual Reports shall be due within thirty (30) days after the end of each calendar year. In addition, upon completion of the Project or termination of the Grant, a final report (the "Final Report," and together with the Annual Reports, referred to as the "Grant Reports") shall be provided within forty-five (45) days after such date, and no further Grant Reports will be required after a properly completed Final Report is submitted by Grantee. All

Grant Reports shall be completed using the form attached hereto as Exhibit B and shall be sent to the Foundation as directed. If Grantee does not submit the required reports, the Grantee will not receive any disbursements of Grant funds payable after such report is due, and may be disqualified from future grants. Grantee further agrees to provide the Foundation with additional information as requested from time to time.

5. **Financial Records.** Grantee must maintain financial records pertaining to the Grant and the Project. Records of receipts, expenditures and other documentation pertaining to the Grant must be maintained for at least four years after the events set forth in such records or documentation and must be available for reasonable inspection by Foundation representatives at any time during that period. All Grant funds received by Grantee must be maintained in a separate fund dedicated to the charitable purposes described in this Agreement. Such a separate fund may be either (1) a physically separate bank account restricted to the Project purposes, or (2) a separate bookkeeping account (limited to the Project purposes) maintained as part of Grantee's financial records.

6. **Confidential Information.** Without advance written approval by the Foundation, Grantee (a) will not disclose to any party the identity of the Foundation or of any officer or board member of the Foundation as grantor of this Grant or as an actual or potential financial supporter of the Project or of the Grantee and (b) will prevent the Grantee's employees, volunteers, contractors, counsel, auditors, agents, and representatives from disclosure prohibited by this paragraph. This nondisclosure requirement will apply to disclosures to any of Grantee's employees or volunteers (other than Grantee's board of directors as necessary to obtain approval of this Grant Agreement) or to any third party (with the exception of legal counsel to the Grantee, the Grantee's auditors, and other disclosure compelled by law or legal process).

Any public communications related to the Project or, with the advance approval of the Foundation, the Foundation's support of the Project or of the Grantee shall include language in substantially the following form: "Research reported in this [publication/press release] was supported by the Musk Foundation. The content and conclusions of this Research are solely the responsibility of the authors and do not necessarily represent the official views of the Musk Foundation."

If the Foundation determines in its sole discretion that the Grantee has violated the requirements of this paragraph 6, the Grantee's entitlement to future disbursements of Grant funds shall be terminated and Grantee may be disqualified from future grants.

7. **Prohibited Use of Grant Funds.** Grantee understands and acknowledges that no Grant funds may be used to:

- a. carry on propaganda, or otherwise attempt to influence legislation;
- b. influence the outcome of any specific public election, or carry on, directly or indirectly, any voter registration drive;
- c. make an individual grant or re-grant funds to another organization unless the requirements of Internal Revenue Code Section 4945 are met, or

d. undertake any non-charitable activity or advance any purpose other than one specified in Internal Revenue Code Section 170(c)(2)(B).

8. **Limitation on Expenditures.** The Grant may be expended only for the purposes described in this Agreement and any unused Grant funds remaining upon completion of the Project must be returned to the Foundation. If the Grant funds have been diverted from the Project or used in violation of the terms of this Agreement, the Grantee hereby agrees to repay such portion of the Grant funds to the Foundation.

9. **Indemnification.** Grantee shall indemnify and hold the Foundation and its directors, officers, employees, agents, representatives, contractors, and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons (including wrongful death), arising from this grant, to the extent arising out of or incident to any negligent acts, omissions or willful misconduct of the Grantee, its directors, officers, employees, agents, representatives, contractors, and volunteers.

10. **Entire Agreement.** Except as otherwise specifically provided herein, this Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof. There are no other existing agreements or understandings between the Parties relating to the terms of this Agreement and any and all prior agreements or promises between the Parties are merged into this Agreement. The terms of the Agreement can be modified only by a writing, signed by both Parties, which expressly states that such modification is intended.

11. **Governing Law.** This Agreement is being executed and delivered and is intended to be performed in the State of Texas. The execution, validity, construction and performance of this Agreement shall be construed and enforced in accordance with the laws of Texas. The Agreement shall be deemed made and entered into in Travis County.

12. **Interpretation of Agreement.** This Agreement shall not be construed against any Party on the basis that the Party's attorney drafted it.

13. **Suit to Enforce Agreement.** The prevailing Party in any action to enforce the terms of this Agreement shall be entitled to costs and reasonable attorneys' fees.

14. **Agreement Duly Authorized.** The officers signing this Agreement represent and attest that the Agreement has been duly authorized by their respective organizations.

15. **Effective Date.** Upon execution by each of the Parties, this Agreement shall be effective as of the date first set forth above.

16. **Counterparts.** This Agreement may be signed in two or more counterparts that together shall be originals and constitute one and the same instrument.

AGREED TO AND ACCEPTED BY:

Musk Foundation

By: _____
Name: Jehn Balajadia
Title: Operations Director

City of Southaven

Signed by: _____
By: _____
Name: Caleb Flowers
Title: Finance Director

EXHIBIT A

PROJECT DESCRIPTION

The Grantee will use Grant funds and proceeds of Grant funds only to pay expenses arising from the date of the Agreement to the end of the Project Term directly relating to the cost of critical equipment for the Southaven Police Department including but not limited to drones, surveillance cameras, police vehicles, and a mobile command center:

[Describe proposed project here. Include aspects of the project or program to be funded by the Grant, delivery timelines, financial breakdowns, number of persons to be affected, measurable outcomes, and any other facets deemed important.]

-Autonomous drone system (Flock) or (Skydio) <https://www.skydio.com/solutions/dfr>

Cost approximately \$50,000 a year per unit

-We have an aging fleet and are in the process of building it back up. The challenges are cost and availability.

It is roughly \$75,000-\$85,000 per unit once outfitted.

-An increase in our Flock and Rekor camera system throughout the city.

The cost is roughly \$5,000 per camera.

-A mobile command center. With the possibilities of tornados, straight line winds, hurricanes, flooding, and the New Madrid fault line the ability to have a mobile command post would be invaluable.

Cost is roughly \$500,000 depending on the specs.

-Programs such as Freeform from Flock. Reoccurring cost of \$20,000.

-A new evidence storage facility. Our main PD is reaching capacity and we will need more space.

EXHIBIT B
GRANT REPORT

Check one:

☐ The following is an **annual report** summarizing activities for the period ending December 31, 20_____

☐ The following is a **final report** summarizing activities for the entire grant period.

[Send report to jeff@muskfoundation.org]

Grantee Name: _____

Grantee Address: _____

Project Name: _____

Primary Contact: _____

Grant Amount: _____

Project Start Date: _____

Project Completion Date: _____

Date Report Due _____

Has the Grantee used or diverted any portion of the Grant funds or income from such funds for purposes other than the Project? ☐ Yes ☐ No

If answered "yes," please provide a statement as to how such funds were used for purposes other than the Project. Any funds diverted from the Project or otherwise used improperly as described in the Agreement must be repaid to the Foundation.

Breakdown of grant funds disbursed and spent for each annual period from grant inception through this reporting period (add additional columns if needed):

Period End Date	12/31/20__	12/31/20__	12/31/20__	Total to Date
Funds Received during period for Grant purposes				
Budgeted amount for period				
Actual amount spent during period				
Variance in budgeted and actual amount				
Cumulative amount spent as percentage of total grant				

On one or more separate pages as necessary, please provide the following information for the Project funded by the Grant for the relevant time period (for the annual report / for the entire grant period for a final report):

1. State the goals or objectives of the Project for this phase (annual report) or for the entire Project (final report).
2. What progress have you made toward the goals of this Project?
3. What are the measurable outcomes thus far? Please detail your accomplishments and include copies of any reports, publications or other materials prepared in connection with the Project funded by the Grant.
4. Provide an itemized schedule of expenditures made from grant funds, including, but not limited to, supplies, labor and travel. Explain any variance between the budgeted and actual expenditures for this period.
5. What are your specific plans, if any, for continuing the work started by this Project?
6. If applicable, provide copies of any press releases, media stories, and other materials that have been published regarding this particular project or program.

The undersigned is authorized to execute and deliver this Grant Report to the Musk Foundation on behalf of the Grantee. The undersigned has examined the foregoing information and supporting documents, and hereby attests that the same are true, correct, and complete to the best of the undersigned's knowledge after reasonable investigation.

Date: _____

By: _____
 Name: _____
 Title: _____

Kayla Pearson

Subject: FW: Public Records Request

From: Kayla Pearson
Sent: Wednesday, June 3, 2026 4:10 PM
To:
Cc: Ashley Ford <aford@southaven.org>
Subject: Public Records Request

Good afternoon,

Your public records request has been partially filled. We will need an additional 7 business days to completely fill this request. This is only the time allotted, not a determined time it will take to be filled. I will be in contact as soon as this request is completed.
Thank you for your patience and have a great rest of your day.

Kayla Pearson
Deputy Clerk



City Clerk's Office | City of Southaven
8710 Northwest Drive | Southaven, MS 38671 | kpearson@southaven.org
Office: 662.280.6554 | Fax: 662-280-6556 | www.southaven.org

requested additional
business days.
Deadline: 6-12-26