

# **REGULAR CITY COUNCIL MEETING**

## **MUNICIPAL MINUTES CITY OF TUPELO**

### **STATE OF MISSISSIPPI**

**MAY 17, 2022**

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, May 17, 2022, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member. Rev. Willie Sampson gave the invocation and Council Member Janet Gaston led the pledge of allegiance. Council President Buddy Palmer called the meeting to order at 6:00 p.m.

### **CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER**

Council Member Bryan moved, seconded by Council Member Mims, to confirm the agenda and agenda order, as presented, with the following changes:

ADD:

Item #S1 - In the Matter of an Ordinance to Amend Section 2-30 of the City of Tupelo Code of Ordinances to State, Among Other Things as the Council May Deem necessary, that a Citizen Shall Only Be Allowed One Request to Speak Concerning the Same Issue or a Substantially Similar Issue Within any Six (6) Month Period.

DELETE:

Item #8 - In the Matter of Approval to Submit 2021 Hot Spot Policing Grant

The vote was unanimous in favor.

### **PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA**

#### **PUBLIC RECOGNITION**

Council Member Gaston stated that she took 3 of her grandchildren to fire station #3 for a visit, and that she appreciates all that the fire department employees do.

Council Member Davis reminded and invited everyone to the Juneteenth celebration at Gum Tree Park on June 18, 2022. She told about the MEC meeting she attended today at the Elvis Presley Birthplace.

#### **MAYOR'S REMARKS**

Mayor Todd Jordan said the Gum Tree Festival was great this year and brought a lot of people into the downtown area. He introduced Chef Cooper Miller, who is the chef at the Forklift restaurant. Chef Miller recently won the state title of 'King of MS Seafood' and will be attending the national competition in New Orleans.

## **PUBLIC AGENDA**

### **IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING**

No one appeared to speak concerning the public hearing for lot mowing.

### **IN THE MATTER OF PUBLIC HEARING FOR DEMOLITIONS**

No one appeared to speak concerning the public hearing for demolitions at the following properties:

Demolition of House  
4826 Hodges Lane (Parcel # 075S-16-007-00)

Demolition of Accessory Structures on Property:  
808 Allen Street (Parcel # 089J-31-165-00)  
810 Allen Street (Parcel # 089J-31-166-00)

### **IN THE MATTER OF PUBLIC HEARING FOR REZONING 22-02**

No one appeared concerning the rezoning of Butler Park Phase II from MDR to LDR (Parcel # 078B280100).

## **CITIZEN HEARING**

### **SCOTT BURNS**

Mr. Scott Burns addressed the Council about what 7 Days for the Troops is doing for veterans in the Tupelo area.

### **IN THE MATTER OF MOTION TO SUSPEND THE RULES**

Council Member Davis moved, seconded by Council Member Beard, to suspend the rules and allow Sarah Barrett to address the Council. The vote was unanimous in favor.

### **SARAH BARRETT**

Ms. Sarah Barrett addressed the Council with her concerns that events in the City are not getting enough advertisement.

## **ROUTINE AGENDA**

**IN THE MATTER OF MINUTES OF MAY 3, 2022 COUNCIL MEETING**

Council Member Bryan moved, seconded by Council Member Beard, to approve the minutes of the Regular Council meeting held on May 5, 2022. The vote was unanimous in favor.

**IN THE MATTER OF BILL PAY**

Bills were reviewed at 4:30 p.m. by Council Members Janet Gaston, Nettie Davis, Buddy Palmer and Travis Beard. Council Member Davis moved, seconded by Council Member Jones, to approve the payment of the checks, bills, claims and utility adjustments. The vote was unanimous in favor.

APPENDIX A

**IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS**

Council Member Davis moved, seconded by Council Member Jones, to approve the list of advertising and promotional items, as presented:

MS Radio Group	\$299.00	Memorial Day Ads
Various vendors (TBD)	\$1,000.00	Juneteenth Celebration at Gumtree Park
Busylad	\$259.92	Winfield Neighborhood Event

APPENDIX B

**IN THE MATTER OF LOT MOWING**

Council Member Bryan moved, seconded by Council Member Jones, to adjudicate the following properties on the public hearing lot mowing list, which were in such a condition to be a menace to the public health, safety and welfare of the community and in need of mowing pursuant to Miss. Code Ann. 21-19-11 (1972) as amended.

Parcel	Location
088N3304200	905 MARTIN ST
088N3302600	216 CANAL ST
077C2501600	1507 TRACE AVE
089F3022600	647 N SPRING ST
088N3302700	CANAL ST
089F3022700	644 N SPRING ST
088N3305700	151 CANAL ST
089F3025600	211 W BARNES ST
101C0104000	1002 LAWNSDALE DR
101D0123400	1301 LAWNSDALE DR
077P3516500	2303 WOODS ST
087U3500101	N EASON BLVD
105D1502600	2954 BEASLEY DR
077Q3611300	1523 REED ST
101B0224700	2317 ENGLEWOOD DR
077R3602900	1143 BRYSON DR A-C

077F2612700	1908 W JACKSON ST
077N3502508	2615 W MAIN ST
089N3100601	123 S INDUSTRIAL RD
101B0214000	401 MONUMENT DR
077M3603400	1157 W JACKSON ST
102D0302000	2628 PEMBERTON AVE
101B0214001	2005 WAYNE DR
101B0213000	418 LAKEVIEW DR
112A0412400	904 HILL-N-DALE DR
112A0412200	806 HILL-N-DALE DR

The vote was unanimous in favor. APPENDIX C

### **IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR DEMOLITION**

Council Member Bryan moved, seconded by Council Member Mims, to adjudicate the following properties or parcels of land on the public hearing demolition list, which were in such condition to be a menace to the public health, safety and welfare of the community and in need of cleaning, as authorized by Miss. Code § 21-19-11 (1972 as amended):

Demolition of House  
4826 Hodges Lane (Parcel # 075S-16-007-00)

Demolition of Accessory Structures on Property:  
808 Allen Street (Parcel # 089J-31-165-00)  
810 Allen Street (Parcel # 089J-31-166-00)

The vote was unanimous in favor. APPENDIX D

### **IN THE MATTER OF REVIEW/ACCEPT PLANNING COMMITTEE MINUTES**

Council Member Mims moved, seconded by Council Member Gaston, to approve the Planning Committee Minutes of the May 2, 2022, meeting. The vote was unanimous in favor. APPENDIX E

### **IN THE MATTER OF REVIEW/ACCEPT LICENSE COMMISSION MINUTES**

Council Member Gaston moved, seconded by Council Member Mims to accept the License Commission Minutes of April 14, 2022. The vote was unanimous in favor and the minutes are attached as Appendix F.

### **IN THE MATTER OF REVIEW/APPROVE AMENDED DEVELOPMENT AGREEMENT FOR BUTLER PARK PHASE ONE**

Council Member Bryan moved, seconded by Council Member Jones, to table the 'Amended Development Agreement for Butler Park Phase I'. The vote was unanimous in favor and the item was tabled. APPENDIX G

**IN THE MATTER OF REVIEW/APPROVE REZONING 22-02**

Council Member Bryan moved, seconded by Council Member Jones, to table the 'Ordinance Rezoning Property and Amending the Official Zoning Map of the City of Tupelo, Mississippi - Case No. RZ-22-02 Parcel # 078B-28-010-00. The vote was unanimous in favor. APPENDIX H

**IN THE MATTER OF REVIEW/APPROVE MAJOR SITE PLAN FOR BUTLER PARK PHASE II**

Council Member Bryan moved, seconded by Council Member Davis, to table the 'Major Site Plan for Butler Park Phase II'. The vote was unanimous in favor. APPENDIX I

**IN THE MATTER OF RATIFICATION OF CONTRACT FOR BID NO. 2022-009PW AIR PARK ROAD SCRUB SEAL**

On April 19, 2022, the City Council awarded Bid No. 2022-009PW - Air Park Road Scrub Seal including Alternate No. 1 - Holly Hill Road, to Pavement Restoration Inc. in the amount of \$113,900.00, giving the Mayor and CFO authority to sign pertinent documents. Council Member Beard moved, seconded by Council Member Gaston, to ratify the contract, as submitted, for this project. The vote was unanimous in favor. APPENDIX J

**IN THE MATTER OF AWARD OF BID NUMBER 2022-019PD – 5 TAHOES**

Bids were received for bid # 2022-019PD - Purchase of Five (5) Equipped Tahoes, for use by the Police Department. One bid was received from Cannon Chevrolet Nissan, in the amount of \$234,430.00. Council member Bryan moved, seconded by Council Member Beard, to find the single bid commercially reasonable and award the bid to Cannon Chevrolet Nissan. The vote was unanimous in favor. APPENDIX K

**IN THE MATTER OF APPROVAL OF CONTRACT FOR THE AQUATIC CENTER FOR LIVE FEED FOR SWIM MEETS SOFTWARE**

Council Member Mims moved, seconded by Council Member Gaston, to approve a contract with LiveBarn Inc, for live feed at the Tupelo Aquatic Center swim meets. The City will receive 30% of each subscription purchased. The vote was unanimous in favor. APPENDIX L

**IN THE MATTER OF APPROVAL OF TPRD ADVISORY BOARD MINUTES FOR FEBRUARY 8 AND MARCH 8 2022**

Council Member Gaston moved, seconded by Council Member Jones, to accept the minutes of the Tupelo Park and Recreation Department Advisory Board minutes of the February 8 and March 8, 2022 meetings. The vote was unanimous in favor. PR Director, Alex Farned, told the Council that the next meeting held will be in August, 2022. APPENDIX M

**IN THE MATTER OF CVB MINUTES OF MAY 3, 2022**

Council Member Davis moved, seconded by Council Member Bryan, to approve the minutes of the CVB meeting of May 3, 2022. The vote was unanimous in favor. APPENDIX N

**IN THE MATTER OF APPROVAL OF BANCORPSOUTH ARENA MINUTES OF MARCH 21, 2022**

Council Member Beard moved, seconded by Council Member Bryan, to approve the minutes of the Bancorpsouth Arena of the March 21, 2022 meeting. The vote was unanimous in favor. APPENDIX O

**IN THE MATTER OF AWARD OF BID # 2022-018WL**

Bids were received for bid # 2022-018WL - LED Luminaire 6-month Supply. TWL Director, Johnny Timmons recommended that the bid be awarded to the lowest and best bids of Stuart C. Irby and Arkansas Electric, as indicated in APPENDIX P. The vote was unanimous in favor.

**IN THE MATTER OF REQUEST FOR APPROVAL OF SURPLUS ITEMS**

TWL Director Johnny Timmons requested that items, no longer usable or needed by the City of Tupelo, be surplused for destruction. The vote was unanimous in favor and the list is attached as APPEDIX Q.

**IN THE MATTER OF RATIFICATION OF STATEWIDE MUTUAL AID COMPACT AGREEMENT**

Council Member Beard moved, seconded by Council Member Bryan, to ratify a Statewide Mutual Aid Compact Agreement. The vote was unanimous in favor. APPENDIX R

**IN THE MATTER OF ORDINANCE TO AMEND SECTION 2-266 OF THE CITY OF TUPELO CODE OF ORDINANCES TO STATE THAT REGUALR MEETINGS OF THE CITIZEN'S POLICE ADVISORY BOARD SHALL BE EVERY OTHER MONTH**

Council Member Beard moved, seconded by Council Member Davis, to approve an 'Ordinance to Amend Section 2-66 of the City of Tupelo Code of Ordinances to State that Regular Meetings of the Citizen's Police Advisory Board Shall Be Every Other Month'. The vote was unanimous in favor. APPENDIX S

**IN THE MATTER OF RECOGNITION OF BOY SCOUT**

Council Member Lynn Bryan introduced Boy Scout Marcus Minga from Troop #85 who had joined the meeting.

**STUDY AGENDA**

**IN THE MATTER OF AN ORDINANCE TO AMEND SECTION 2-30 OF THE CITY OF TUPELO CODE OF ORDINANCES TO STATE, AMONG OTHER THINGS AS THE COUNCIL MAY DIEM NECESSARY, THAT A CITIZEN SHALL ONLY BE ALLOWED ONE REQUEST TO SPEAK CONCERNING THE SAME ISSUE OR A SUBSTANTIALLY SIMILAR ISSUE WITHIN ANY SIX (6) MONTH PERIOD**

The Council unanimously approved moving this item to the Action Agenda at the next regular Council meeting.

### **EXECUTIVE SESSION**

Council Member Bryan moved, seconded by Council Member Beard, to determine the need for an executive session. Attorney Ben Logan said the session would be for the purpose of the possibility of purchasing and selling property under Miss. Code Anno. 25-41-7(g) (1972 as amended). The vote was unanimous in favor at 6:40 p.m.

Council Member Davis moved, seconded by Council Member Mims, to close the regular session and enter executive session for purpose of the possibility of acquisition and sale of real property under Miss. Code Anno. 25-41-7 (g) (1972 as amended). The vote was unanimous in favor.

After discussion in executive session, Council Member Bryan moved, seconded by Council Member Gaston to return to the regular meeting at 6:57 p.m. The vote was unanimous in favor.

### **IN THE MATTER OF RESOLUTION APPROVING SALE OF REAL PROPERTY LOCATED AT 3898 MCCULLOUGH NO LONGER NEEDED FOR MUNICIPAL PURPOSES**

Council Member Bryan moved, seconded by Council Member Beard, to approve a 'Resolution Approving Sale of Real Property Located at 3898 McCullough No Longer Needed for Municipal Purposes'. The vote was unanimous in favor. APPENDIX T

### **IN THE MATTER OF ORDER APPROVING OPTION CONTRACT WITH BSB ASSOCIATES AND AUTHORIZING MAYOR AND CITY CLERK/CHIEF FINANCIAL OFFICER TO EXECUTE DOCUMENTS AND PAY OPTION PRICE**

Council Member Bryan moved, seconded by Council member Gaston, to approve an 'Order Approving Option Contract with BSB Associates and Authorizing Mayor and City Clerk/Chief Financial Officer to Execute Documents and Pay Option Price', in the amount of \$15,000.00. The vote was unanimous in favor. APPENDIX U

### **IN THE MATTER OF CONTRACT OF PURCHASE**

Council Member Bryan moved, seconded by Council Member Beard, to approve a contract of purchase between the City of Tupelo and Ralph W. Pounds for the purchase of 115 Lawndale Dr (Parcel # 077R-36-127-00) and 817 Blair St (Parcel # 089J-31-172-00) at a cost of \$30,000.00 for each property. The vote was unanimous in favor. APPENDIX V

### **ADJOURNMENT**

There being no further business to come before the Council at this time, Council Member Beard moved, seconded by Council Member Mims, to adjourn the meeting at 7:00 p.m. The vote was unanimous in favor. This the 17th day of May, 2022.

  
Buddy Palmer, President  
City Council

ATTEST:

  
Missy Shelton, Clerk of the Council

  
Todd Jordan, Mayor

6-8-2022  
Date



**CHECK INFORMATION FOR COUNCIL MEETING  
MAY 17, 2022**

<b>FUND</b>	<b>CHECK NUMBERS</b>
<b>POOL CASH EFT TWL ADJUSTMENTS</b>	<b>ID-409901-409906; 409907-410261 50001608-50001635</b>

**ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET**

**INVOICES AS SHOWN ON FACE OF DOCKET**



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Kim Hanna, CFO  
**DATE** May 17, 2022  
**SUBJECT:** IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

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### Request:

Proposed items for approval are for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Tupelo.

### ITEMS:

MS Radio Group	\$299.00	Memorial Day Ads
Various vendor (TBD)	\$1,000.00	Juneteenth Celebration at Gumtree Park
Busylad	\$259.92	Winfield Neighborhood Event

Final Lot Mowing Report for 5/17/2022

Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1. 40458	088N3304200	905 MARTIN ST	WIENS WESLEY & KELLY	905 MARTIN ST	TUPELO, MS 38804	RS
2. 40459	088N3302600	216 CANAL ST	BYLES LARRY & TRACY	103 MEADOW ST	FULTON, MS 38843	RS
3. 40460	077C2501600	1507 TRACE AVE	WEBB DEAN & JENNIFER HANKINS	1104 CR 811	SALTILLO, MS 38866	JLS
4. 40462	089F3022600	647 N SPRING ST	FARR MILDRED BURNETTE LANGSTON	647 N SPRING	TUPELO, MS 38804	SB
5. 40463	088N3302700	CANAL ST	NOLAN BRAD & DENNIS	1478 E MAIN ST	TUPELO, MS 38804	RS
6. 40465	089F3022700	644 N SPRING ST	BOONE ARZELL JR	3388 SHONDA CIRCLE	TUPELO, MS 38801	SB
7. 40466	088N3305700	151 CANAL ST	WENSLEY COLLEEN M	POST OFFICE BOX 6474	CONCORD, CA 94524-1474	RS
8. 40467	089F3025600	211 W BARNES ST	AGNEW ELLIS	C/O FRANK AGNEW	201 DOZIER	SB
9. 40478	101C0104000	1002 LAWDALE DR	SAVING STATION INT'L MINISTRIES	P O BOX 4434	TUPELO, MS 38803	RS
10 40479	101D0123400	1301 LAWDALE DR	HOPE TRANSPORTATION LLC	P O BOX 3295	TUPELO, MS 38803	RS

Final Lot Mowing Report for 5/17/2022

Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
11. 40488	077P3516500	2303 WOODS ST	MOORE GARY & MURRA GOODE	2963 MILLER'S POND DRIVE	MEMPHIS, TN 38119	JLS
12. 40494	087U3500101	N EASON BLVD	MATTHEWS REALTY INC	P O BOX 430	PLANTERSVILLE, MS 38862	RS
13. 40522	105D1502600	2954 BEASLEY DR	GRAB THE MAP LLC	1013 W MAIN ST	TUPELO, MS 38801	RS
14. 40530	077Q3611300	1523 REED ST	OWENS THOMAS E	343 WELDON PL	MEMPHIS, TN 38117	SB
15. 40531	101B0224700	2317 ENGLEWOOD DR	JOHNSON OLLIE M	2317 ENGLEWOOD DR	TUPELO, MS 38801	JLS
16. 40534	077R3602900	1143 BRYSON DR A-C	GRAB THE MAP LLC	1013 W MAIN ST	TUPELO, MS 38801	SB
17. 40538	077F2612700	1908 W JACKSON ST	LEECH JOHNNY F JR	1107 CLAYTON AVENUE	TUPELO, MS 38804	RS
18. 40545	077N3502508	2615 W MAIN ST	BARKERS VILLAGE INC	PO BOX 52427	ATLANTA, GA 30355	JLS
19. 40549	089N3100601	123 S INDUSTRIAL RD	ACC TAX SALES PROPERTIES LLC	P O BOX 850001	ORLANDO, FL 32885	JLS
20. 40550	101B0214000	401 MONUMENT DR	HATCHWAY PROPERTIES 1 LLC	3100 OLD CANTON RD STE 200	JACKSON, MS 39216	JLS
21. 40561	077M3603400	1157 W JACKSON ST	ROBERTS MALLORY B	1157 W JACKSON ST	TUPELO, MS 38804	JLS
22. 40562	102D0302000	2628 PEMBERTON AVE	HOWIE BRIAN REED	2628 PEMBERTON DR	TUPELO, MS 38801	DS
23. 40564	101B0214001	2005 WAYNE DR	CLARK BRENDA KAY	2005 WAYNE DR	TUPELO, MS 38801	RS
24. 40569	101B0213000	418 LAKEVIEW DR	TTLBL LLC	4747 EXECUTIVE DR STE 510	SAN DIEGO, CA 92121	RS

Final Lot Mowing Report for 5/17/2022

25.	40577	112A0412400	904 HILL-N-DALE DR	PILGREEN INVESTMENTS COMPANY INC	123 DR 1322	MOOREVILLE, MS 38857	RS
27.	40578	112A0412200	806 HILL-N-DALE DR	PILGREEN INVESTMENTS COMPANY INC	123 DR 1322	MOOREVILLE, MS 38857	RS
28.	40579	112A0414100	701 HILL-N-DALE DR	GRAB THE MAP LLC	1013 W MAIN ST	TUPELO, MS 38801	RS
29.	40580	101B0219800	2615 BRYAN ST	WISE BETTH CAROLYN (LE)	2615 BRYAN DR, TUPELO, MS 38804	TUPELO, MS 38801	RS



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Tanner Newman, Director of Development Services  
**DATE** May 17, 2022  
**SUBJECT:** IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR DEMOLITION  
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**Request:**

The Department of Development Services requests approval to demolish three substandard structures:

**Demolition of House:**

4826 Hodges Lane (Parcel #075S-16-007-00)

**Demolition of Accessory Structures on Property:**

808 Allen Street (Parcel # 089J-31-165-00)

810 Allen Street (Parcel # 089J-31-166-00)



April 25, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 40499

Vs.

Alicia Trudel Clark  
4826 Hodges Drive  
Belden, MS 38826

Alicia Trudel Clark  
2791 Anneewakee Falls Pkwy.  
Douglasville, GA 30135

The Peoples Bank and Trust Company  
d/b/a Renasant Bank  
PO Box 709  
Tupelo, MS 38802

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. **If you would like to discuss this matter prior to the meeting referenced below, please call Tanner Newman at 662-841-6510.**

**PETITION UNDER MISS. CODE ANN. §21-19-11**

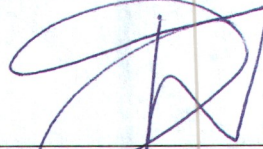
The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **4826 HODGES DR., PARCEL #075S-16-007-00, Belden, MS. 38826**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **05/17/2022, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.

3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.
4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any future hearing.

**WITNESS MY SIGNATURE, THIS THE 25th day of April, 2022.**



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**Tanner Newman, Director  
Department of Development Services  
City Of Tupelo, Mississippi**









May 3, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 38729

Vs. Leon Kenney, Bessie Barclay, and Hazel Kenney  
808 Allen Street Tupelo, MS 38801

Estate of Leon Kenney c/o Robert Kenney and Martha Stevens  
PO Box 808 Tupelo, MS 38802

Estate of Bessie Barclay c/o Robert Marcus Stevens  
PO Box 1132 Tupelo, MS 38802

Estate of Hazel Kenney c/o Robert Marcus Stevens  
PO Box 1132 Tupelo, MS 38802

**TO ALL KNOWN AND UNKNOWN HEIRS AT LAW OF LEON KENNEY, BESSIE BARCLAY,  
AND HAZEL KENNEY CLAIMING INTEREST IN CERTAIN REAL PROPERTY LOCATED AT  
808 ALLEN STREET, TUPELO, LEE COUNTY, MS 38801.**

The following is a notification as required by Mississippi State Law. As previously discussed between Tanner Newman and Mark Stevens, a hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether the accessory structure on your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Tanner Newman at 662-841-6510.

**PETITION UNDER MISS. CODE ANN. §21-19-11**

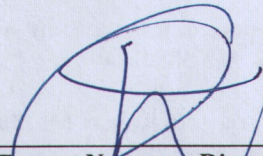
The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **808 ALLEN ST, PARCEL #089J-31-165-00, Tupelo MS, 38804**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **05/17/2022, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.

3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, demolishing dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.
4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any future hearing.

**WITNESS MY SIGNATURE, THIS THE 3RD day of MAY, 2022.**



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Tanner Newman, Director  
Department of Development Services  
City Of Tupelo, Mississippi

EXHIBIT A





May 3, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 40500

Vs. **Martha Stevens and Robert Kenney  
Kenney's INC.  
810 Allen Street Tupelo, MS 38801**

**Martha Stevens and Robert Kenney  
Kenney's INC.  
PO Box 808 Tupelo, MS 38802**

**Martha Kenney Stevens  
415 Seymore Ave. Florence, AL 35630**

The following is a notification as required by Mississippi State Law. As previously discussed between Tanner Newman and Mark Stevens, a hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether the accessory structure on your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Tanner Newman at 662-841-6510.

**PETITION UNDER MISS. CODE ANN. §21-19-11**

The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

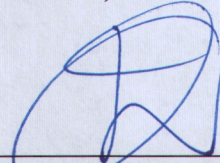
1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **810 ALLEN ST, PARCEL #089J-31-166-00, Tupelo MS, 38804**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **05/17/2022, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order

that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, demolishing dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any future hearing.

**WITNESS MY SIGNATURE, THIS THE 3RD day of MAY, 2022.**



---

**Tanner Newman, Director  
Department of Development Services  
City Of Tupelo, Mississippi**





**MINUTES OF THE  
TUPELO PLANNING COMMITTEE  
REGULAR MEETING  
Monday, May 2, 2022  
6:00 PM Council Chambers**

**CALL TO ORDER**

Chair Pam Hadley called the meeting to order. Scott Davis, Gus Hildenbrand, Patti Thompson, Lindsey Leake, Leslie Mart, Chair Pam Hadley, Mark Williams, and Bentley Nolan were present. Staff members City Planner Jenny Savely, Director of Development Services Tanner Newman and Zoning Administrator Russ Wilson were also present.

Chair Hadley asked Gus Hildenbrand to open with a prayer and Leslie Mart to lead the pledge. Chair Hadley presented an opening statement of the committee purpose and reviewed how the committee conducts its business. The Staff and Committee were then asked to introduce themselves.

**REVIEW OF MINUTES**

There were no minutes for the April regular meeting since there was no meeting. Hadley asked for a motion to approve the March 7, 2022 meeting. Scott Davis motioned to approve, seconded by Leslie Mart and the motion was approved unanimously. Hadley asked for a motion to approve the March 21 Public Hearing for Medical Cannabis amendments to the Development Code. Motion to approve by Gus Hildenbrand and seconded by Mark Williams and the motion was approved unanimously. Hadley then opened the regular session section of the meeting.

**REPORT ON COUNCIL ACTIONS**

The March Planning Committee minutes were approved by the City Council at their April meeting.

**Old Business**

Butler Park Phase 2 development report - City Planner Savely reported that MDEQ had responded with the conditions required to modify the dam, and that the developer will be required to meet those requirements before any Certificates of Occupancy can be issued.

**NEW BUSINESS**

**FLEX22-02 447 East Main Street - Dodge's Store HQ requests flexible use approval to change, re-establish, expand, alter or make major repairs to a non-conforming use.**

Planner Savely explained the staff analysis for the application. Nat Leathers, representing Dodge's Store/Savings Oil Company came forward and explained that they wanted to renovate the office portion of the facility and add storage space by taking down the existing brick building to the west and expand the office behind their current facility opening up the corner, and then landscaping that area. Savely indicated that this is expansion of a nonconforming use and is being considered before the committee to allow improvements on the property to accommodate the owner as well as the City's needs.

Hildenbrand asked if they intended to pave the parking area. Leathers said it was not their intention to pave all of that area. Mart asked if they would be agreeable to pave that area in order to do what they wanted to do. Leathers said they would consider that after looking at the cost because anything they spend would not add

additional revenue, but just add cost to the project. Williams asked if landscaping would be up to commercial code and Leathers responded yes. There were no questions from the public so Hadley closed the public input portion of the meeting and opened up discussion between the committee members.

The committee wanted to see improvements at this Gateway entrance to the City, and thought that landscaping and paving should be brought up to City code according to commercial development standards. Davis made a motion to approve the application with the condition that the parking lot be paved and landscaped to current commercial development standards. Mart seconded the motion and the motion was approved unanimously.

**MSP22-01 Major Site Plan for 46-Unit Apartment Development off Colonial Estates Road in an MUE Zone.**

City Planner Savely explained the staff Analysis to the committee. This is already an approved use in this zone, but a Major Site Plan must be approved by the Planning Committee before the applicant can proceed.

Kurt Shettles with McCarty Architects came forward to explain the application. He introduced those present with him as Blake Farrar and John White. This is an 11.8 acre site proposing three 8-plex units, three 6-plex units and one 4-plex unit plus a community building onsite, a total of 46 units with 107 parking spaces including the ADA compliant spaces.

Hadley asked for questions from the committee. Thompson asked for info on their company and their apartments. Owner, developer and contractor Rick Jones came forward. Jones said they have done King Pines recently in Tupelo. This will be similar, but as a townhouse style. The front will face the street. This is similar to their development in Oxford. These apartments are meant for working families making less than \$55,000 a year. They thought this area was good, and already zoned for apartments.

Jones gave a history of the company and their developments including King Pines, which has a similar funding mechanism and target occupant base. Instead of single family as in King Pines, these are multi-family with parking in the rear with a community building. They felt it was a good site of the 3 sites they considered as possible locations. Hildenbrand clarified that these are rental only as opposed to lease purchase at King Pines. Jones said yes, these will not be for sale but rental only. Mart asked about any studies on the impact on Colonial Estates. Jones said he thought it would improve property values in the surrounding area. Mart asked about a traffic study. Jones said no traffic study had been done.

Williams asked about parking. Jones said basically two per unit would be 86 spaces and the remainder of the 107 would be overflow. Mark Williams asked about the length of the buildings, which are shown on the plans to each be either 150 feet or more. Williams stated that the code only allowed apartment buildings to be 120 feet or less. Jones said that if that's the regulation, they would redesign the plan to comply. Hildenbrand asked about the size of the units. Jones said they average 1200 square feet with 23 two bedroom and 23 three bedroom units. Hildenbrand expressed concerns about parking based on what he saw at King Pines.

Hadley then opened the floor to the public for comments. The following area residents came to the podium to speak about their concerns about a decrease in property values, safety and security, crime, or traffic issues in the area caused by this potential development. Those that gave their addresses included:

Mary Conner Adcock, Cottonwood Estates Developer (75 residents)  
 Linda Collins, 2744 Prairie View Circle  
 Lee Waldrop, 3598 Cotton Bowl Lane  
 Nancy Adams, 3562 Cotton Bowl Lane  
 Wanda Stafford and Randy Stafford 2693 Prairie View Circle

Joy Kilburn, 2040 Springfield Drive  
Julia Davidson, Prairie View Circle  
Michael Chester, 3594 Cottonwood  
Michael Moore, 3508 Cotton Bowl Lane  
Tommy Green, 2092 Springfield  
Johnathan Todd, 2686 Prairie View Circle  
Stan Holfield, 3544 Cotton Bowl Lane  
Sarah Phillips 2012 Springfield Drive  
Lisa Russell, 3580 Cotton Bowl Lane  
T. R. Darcy, 2747 Prairie View Circle  
Donny Elkin, 4146 South Bloom  
Linda Garner, South Bloom

Tom Wicker, representing the Town Creek Water Management District came to the podium to speak about the drainage infrastructure in the area. The district does not object to the project, but is concerned about recent flooding in the area due to storm water runoff and Colonial Estates coming very close to being underwater due to water backup and increased runoff from additional paving along the floodway. They are working with the developer to address their concerns.

Glenn McCullough, Jr. spoke as a co-developer of Cottonwood Estates along with his sister, Mary Conner Adcock. McCullough asked if anyone in the audience was in favor of the development, with none present in favor raising their hand except the developer. He said there could be another area somewhere in the city where this development would raise property values, but not this location on Colonial Estates.

A petition was also presented afterwards from area residents opposed to the project.

Hadley asked Rick Jones if he had any comments in response to the opposition. Jones mentioned the quality of his other projects and ensured those present that their project would not hurt their property values. Mart asked if the developer looked at other properties. He said this was one of two locations they were considering. Hildenbrand asked if the Oxford locations were for students. Jones said no. Someone asked about the funding source for this project. Director of Development Services Tanner Newman asked to make some points, assuring those present that their Council Representative Chad Mims had relayed their concerns to the city. Newman made it clear that this was not a City of Tupelo, or City of Tupelo-endorsed project. The Committee has the vote. But the decision is not whether or not they can build apartments at that location, but to review the site plan for the project to insure compliance to city code. This is a private project with private funding, and Mr. Newman asked the developer to clarify the funding. Jones explained that this was funded by private investors who receive tax credits for a federal/state program administered by MS Home Corp. In order to offer affordable rents, private investors invest and get tax credits which makes the funding possible. Jones offered to be available after the meeting to answer any questions from anyone. Hadley then closed the public input portion of the meeting and asked for comments from the committee.

Davis clarified that the building lengths don't meet city requirements, and that with all the concerns with traffic, a traffic study should be done. Williams agreed and suggested that this be tabled until these issues could be resolved. Mart made a motion to table pending a traffic study, redesign to meet building length, and a water management plan to address flooding concerns. The motion was seconded by Davis. The vote to approve was unanimous. The following requirements were placed before the developer for site plan amendment:

1. A Traffic Impact Analysis (TIA), per section 12.5, of the City of Tupelo Development Code, must be conducted within 90 days of the date of decision

2. A storm water management plan must be conducted with a certified engineer within 90 days of the date of decision) and all requirements of the plan be included in an amended site plan for final review for approval by City Engineering
3. Amendment of the site plan to meet City of Tupelo Development Code requirements and other requirements as presented by Plan Review, including
  - a. Representation in site plan and all other documentation that no building included as part of the development exceed one-hundred and twenty (120) feet in length
  - b. Representation of required open space, 10% for Mixed Use Employment Zoning, equaling 51,400 square feet of a 11.8 acre developed area
  - c. A six inch (6") fire protection line should be looped in to the main line
  - d. Turning radius of the access road should be a minimum of twenty-five feet (25')
  - e. Representation on the site plan at that a six inch (6") water line is looped throughout the development and a separate 2" water meter is installed on each building

City Planner Savely said that the Developer would have 90 days to update the plans and re-submit for site plan approval, following the same process as before. Zoning Administrator Wilson stated that the 7 day notification requirements would be in effect so residents within 500 ft. will be sent notifications as to when the follow up meeting will be held. DDS Director Tanner Newman assured residents that they would know about the meeting.

#### **TA22-02 Text Amendments to the Development Code**

City Planner Jenny Savely asked the committee to table this item until later.

Motion to table was presented by Bentley Nolan, seconded by Mark Williams, with the vote in favor of approving unanimous.

The June work session was set for Tuesday, May 31 due to that Monday being Memorial Day and the June meeting was set for June 6, 2022.

Staff reported that there could one application for the June meeting, with one more potential item that has not been confirmed at this time.

Bentley Nolan made a motion to adjourn, seconded by Patti Thompson with a unanimous vote to approve. The meeting was adjourned.

**TUPELO LICENSE COMMISSION****AGENDA**

April 14, 2022

6:00 PM, City Council Chambers

71 East Troy Street

- 1) **CALL TO ORDER, CHAIRMAN TONY CARROLL**
- 2) **REVIEW AND APPROVE MINUTES OF PREVIOUS MEETING**
- 3) **OPEN PUBLIC HEARING**
  - A. **ADMINISTRIVE DECISION APPEAL – 306-308 N. SPRING STREET**
    - i. **PRESENTATION BY APPLICANT**
    - ii. **PRESENTATION OF FACTS BY STAFF**
    - iii. **DISCUSSION BY LICENSE COMMISSION**
    - iv. **COMMISSION VOTE ON DECISION**
  - B. **REQUEST FOR ELECTRICAL CODE UPDATE – HOMEBUILDERS AND REMODELERS ASSOCIATION OF NEMS, KENNETH ESTES & ROB HARNESS**
    - i. **PRESENTATION BY APPLICANT**
    - ii. **OPEN FLOOR FOR PUBLIC COMMENT (EACH SPEAKER ALLOWED 5 MINUTES. STATE NAME AND ADDRESS)**
    - iii. **CLOSE FLOOR FOR PUBLIC COMMENT**
    - iv. **DISCUSSION BY LICENSE COMMISSION**
    - v. **COMMISSION VOTE ON DECISION**
- 4) **OPEN REGULAR SESSION**
  - A. **NEW BUSINESS**
- 5) **MOTION TO ADJOURN**



**Administrative Appeal: 306-308 N. Spring Street**  
**Staff Analysis**  
**04/14/22**

306 N. Spring Street was condemned by the City of Tupelo on October 7, 2021, following a building inspection by City Building Inspector Lynda Ford. The owner, Jason Shelton, was properly notified of said condemnation. A copy of the October 7, 2021 condemnation letter with photos is provided in the agenda packet. Mr. Shelton initially appealed the condemnation order on 306 N. Spring but ultimately agreed to a continuance of the appeal.

The Contract for the Sale of Real Estate, provided in the agenda packet, reveals that Mr. Shelton sold 302-308 N. Spring Street to Dr. Bill Simpson on November 30, 2021. On February 1, 2022, C&S Construction applied for a demolition permit for 306 N. Spring Street on behalf of Dr. Simpson. The City of Tupelo issued the Demolition Permit for 306 N. Spring Street on February 24, 2022.

On March 18, 2022, Dr. Simpson contacted the City of Tupelo's building division to notify the city that the demolition of 306 N. Spring Street was complete. Following this notification, City of Tupelo Chief Building Inspector Patrick Reagan performed a routine final inspection on the permitted demolition of 306 N. Spring Street. A copy of the final inspection report is included in the agenda packet.

The final inspection stipulates the following:

- 1) Any portion of the party wall not directly involved as structural support of 308 N. Spring must be removed.
- 2) The remaining portion of the party wall must be made structurally sound and weather tight.
- 3) All loose debris must be removed from the site.
- 4) All non-structured items (paneling, drywall, loose lumber) attached to the south side of the remaining party wall must be removed.
- 5) Due to the resulting danger of collapse of the remaining party wall, the building at 308 N. Spring Street must be vacated until items 1 and 2 are complete.

As a result of the final inspection, Chief Building Inspector Patrick Reagan issued a Condemnation Order of 308 N. Spring Street and a Stop Work Order on 306 N. Spring Street

dated March 18, 2022. The property owner was properly notified and a placard was installed on the door of 308 N. Spring Street. A copy of the Condemnation Order and Stop Work Order are included in the agenda packet.

A Notice of Appeal was submitted by Jason Shelton, as the tenant, on March 24, 2022. An appeals hearing was scheduled for April 14, 2022.

On March 28, 2022, Mr. Shelton provided the City Of Tupelo with an Engineering Report regarding 308 N. Spring Street. The engineering report was conducted by Dabbs Engineering Company, INC. The engineering report was dated March 24, 2022. A copy of the Dabbs Engineering Report is included in the agenda packet. The engineering report outlines the necessary steps needed to stabilize the remaining party wall.

On March 29, 2022, Chief Building Inspector Patrick Reagan and Development Services Director Tanner Newman met with Dr. Simpson at City Hall following the review of the Dabbs Engineering Report. Mr. Reagan informed Dr. Simpson that the Stop Work Order on 306 N. Spring had been lifted and that the outlined stabilization work recommended in the Dabbs Engineering Report could proceed under the existing Demolition Permit. It was relayed to Dr. Simpson that once the work was completed, the Chief Building Inspector would inspect the site and remove the Condemnation Order if all outlined work was completed and the building was found to be structurally sound.

On April 12, 2022, Development Services Director Tanner Newman followed up with an email to Dr. Simpson acknowledging the agreement discussed in the March 29<sup>th</sup> meeting. A copy of the email is included in the agenda packet.

-TN



**City of Tupelo**  
**Department of Development Services**  
**71 E. Troy Street, Post Office Box 1485, Tupelo, Mississippi 38802**  
**662-841-6510**

## CONDEMNATION ORDER

**TO: JIMMY D. SHELTON ESTATE, P. O. BOX 1362, TUPELO, MS. 38802**  
**RE: 306 NORTH SPRING ST., PARCEL # 089K-31-240-00**

Pursuant to Chapter Seven, as amended, of the Code of Ordinances of the City of Tupelo, the Director of Development Services has caused to be made an examination of a building located in the City of Tupelo, Lee County, Mississippi at 306 NORTH SPRING ST., being more particularly described as follows, to-wit: PARCEL NO. 089K-31-240-00

The examination revealed that this building did not meet the minimum standards for occupancy as prescribed by the previous Ordinance and the 2018 International Property Maintenance Code. The City of Tupelo has determined that an emergency situation exists causing imminent danger to the building occupants and pedestrians due to the presence of falling materials and imminent structural collapse. Therefore, per Sec. 108.1, Sec. 109.1 and Sec. 110.1 of the 2018 International Property Maintenance Code and Sec. 7-185 of the Code of Ordinances of the City of Tupelo, the City of Tupelo orders that the occupants vacate the building forthwith.

The building is hereby condemned and must remain vacated and closed for use for human habitation. The owner of this building must demolish this structure and remove all debris by November 8, 2021. Re-inspection will be conducted on the aforementioned date to determine compliance with this Order. The building has been posted with a placard to read, "**THIS STRUCTURE IS UNSAFE AND ITS OCCUPANCY HAS BEEN PROHIBITED BY THE CODE OFFICIAL.**"

Any person who shall rent, lease, or occupy, or who shall permit any person to rent, lease or occupy this building for human habitation shall be liable for such fine or imprisonment as prescribed by the aforesaid Ordinance of the City of Tupelo. Removal or defacing of a placard is punishable as a misdemeanor, subjecting the party or parties to fine or imprisonment or both such fine and imprisonment.

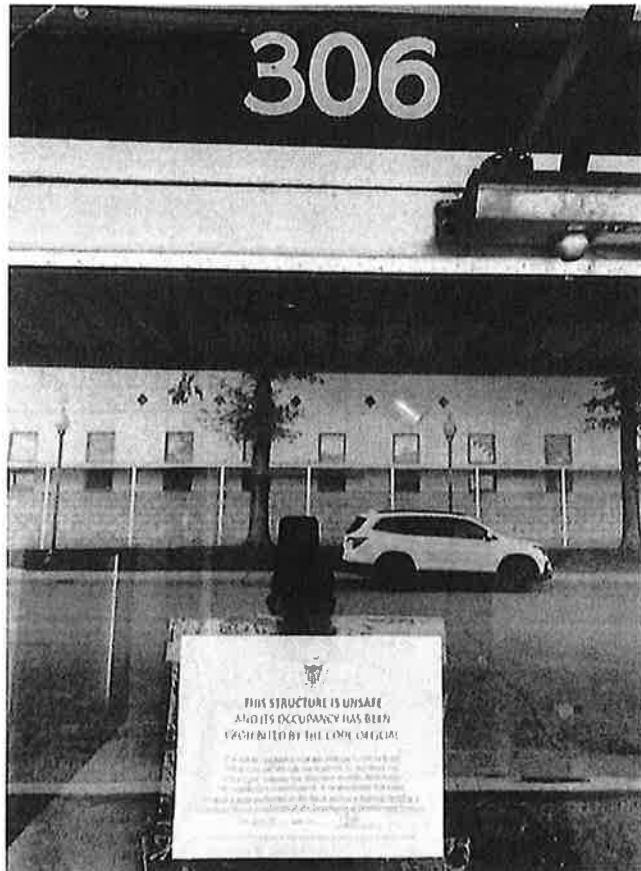
No building which has been condemned and placarded as unfit for human habitation shall again be used for human habitation until approval is secured from and such placard is removed by the Director of Development Services or his designated agent. The placard shall be removed whenever the defect or defects upon which the condemnation was based, have been eliminated.

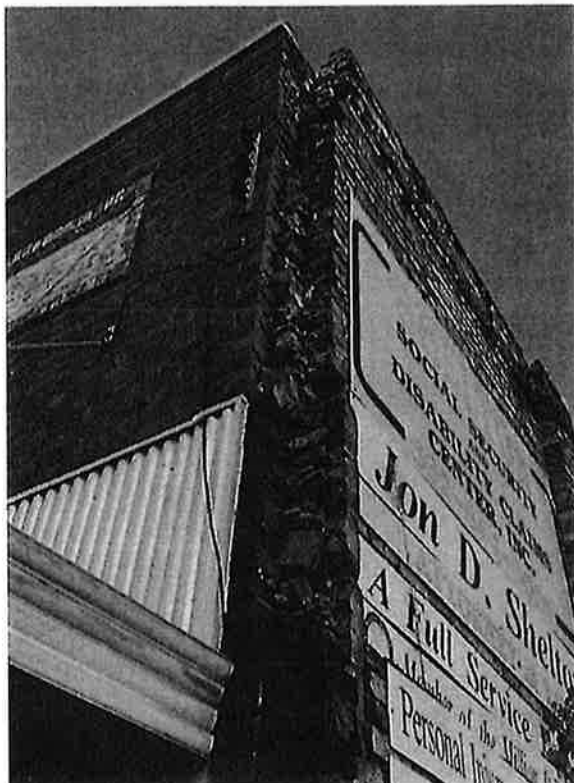
**Note: The City of Tupelo has established a safety barrier around the perimeter of the structure until demolition and removal of all debris is complete.**

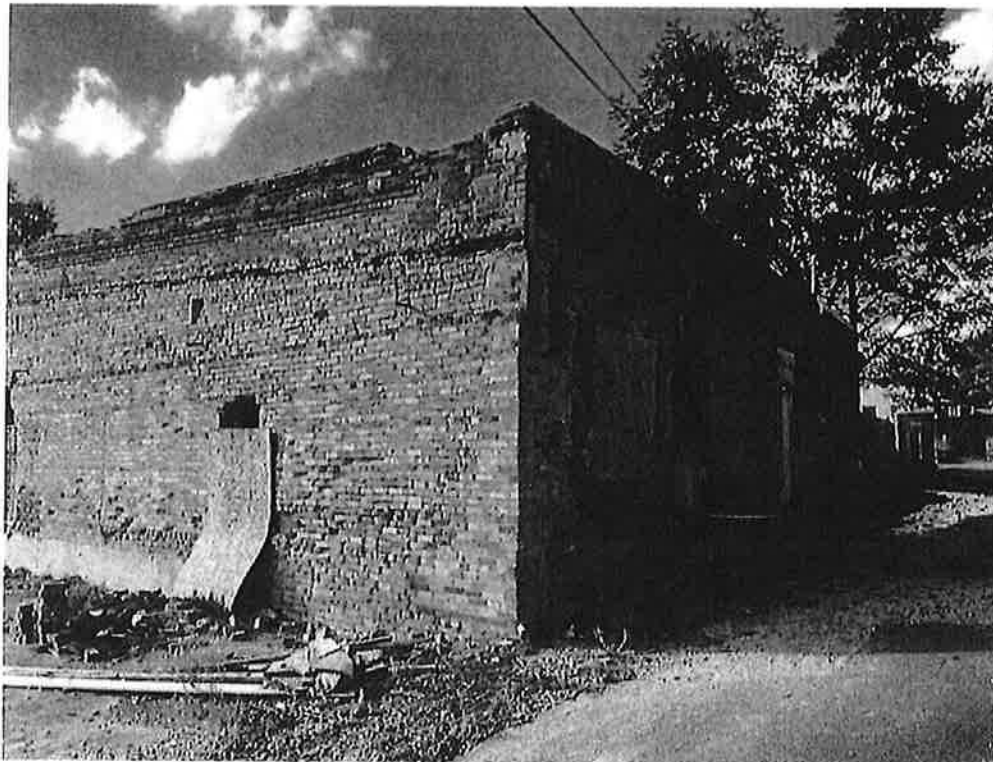
So ordered this the 7<sup>th</sup> day of October, 2021.

\_\_\_\_\_  
**TANNER NEWMAN, BUILDING OFFICIAL**









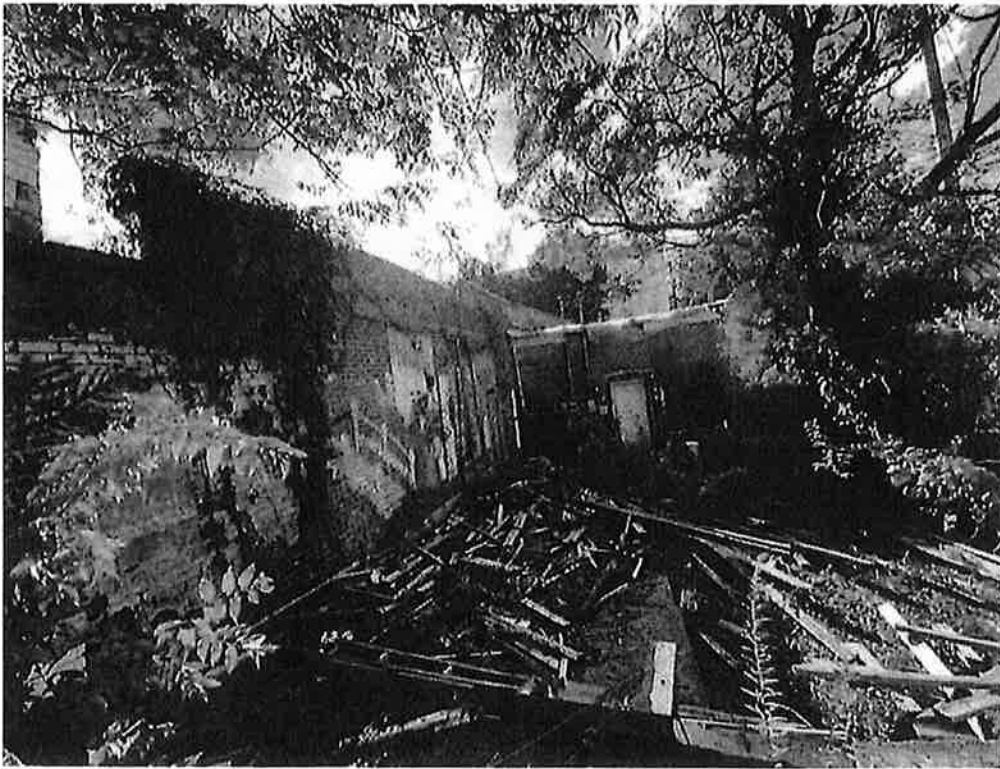
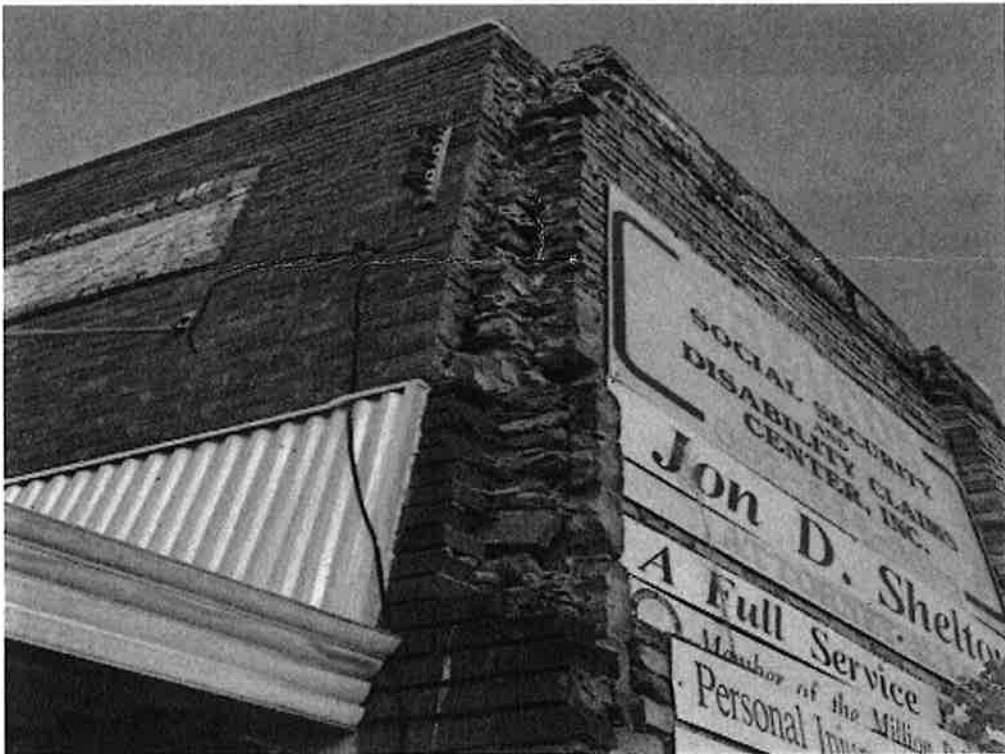
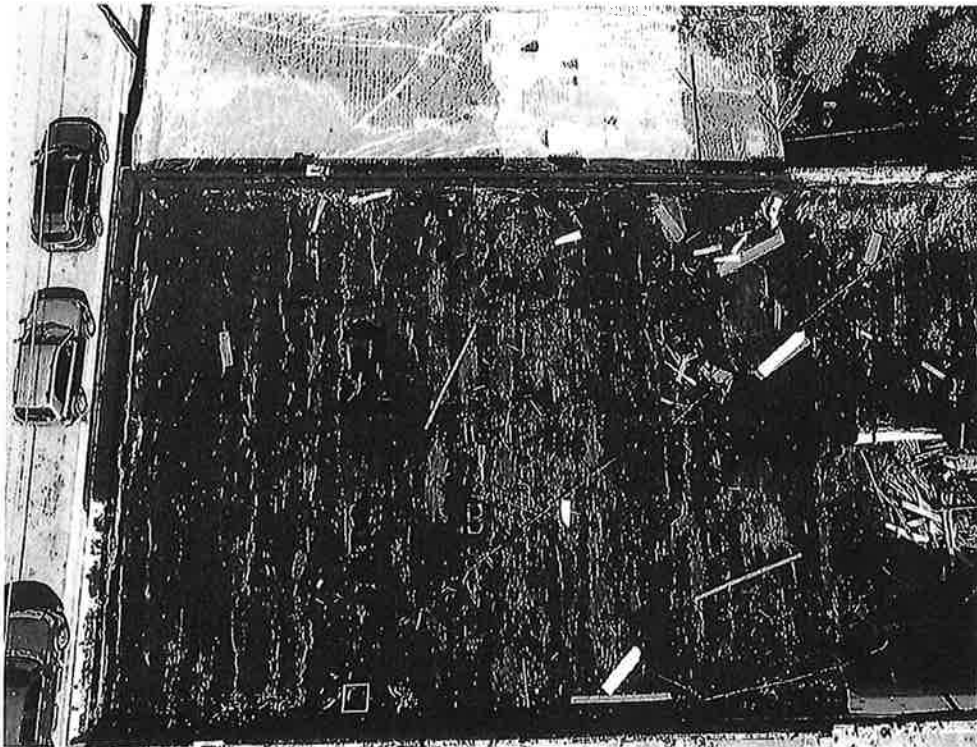
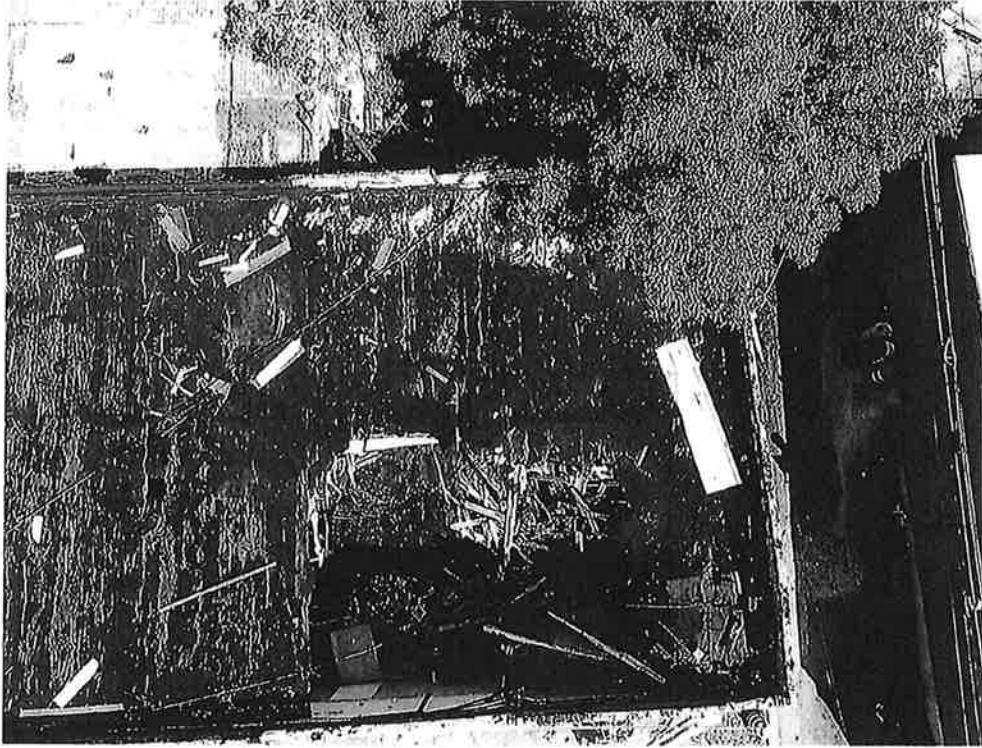


EXHIBIT A







**NOTICE: CALL FOR A SPECIAL MEETING  
OF THE LICENSE COMMISSION  
OF THE CITY OF TUPELO, MISSISSIPPI**

**STATE OF MISSISSIPPI**  
**COUNTY OF LEE**  
**CITY OF TUPELO**

**TO:**

**RANDY HANLON, RICHARD RHUDY, TONY CARROLL, JAY SCRUGGS, MATTHEW WILEY, LICENSE COMMISSION OF CITY OF TUPELO, MISSISSIPPI**

You are hereby notified that a special-call meeting of the License Commission of the City of Tupelo, Mississippi, is hereby called to meet in City Hall Council Chambers, 2<sup>nd</sup> Floor, 71 East Troy Street, in the City of Tupelo, Mississippi, on Monday, November 15, 2021. The meeting will be both in person and by telephone and video conference means for those not attending in person.

TIME: 6:00 p.m.

The subject of said meeting is to discuss and act upon the following matter(s) of business:

- (1) APPEAL HEARING OF CONDEMNATION ORDER  
218 N. Spring St.  
Tupelo, MS 38804
- (2) APPEAL HEARING OF CONDEMNATION ORDER  
306 N. Spring St.  
Tupelo, MS 38804

This call issued on this, the 12th day of November, 2021 at 3:00 p.m.

  
RANDY HANLON, ACTING CHAIRMAN



**CONTRACT FOR THE SALE OF REAL ESTATE**

The Seller(s) agrees to sell and the Purchaser(s) agrees to purchase the described property on the terms and conditions listed below:

Property located at: 302 to 308 N Spring Street  
(street address)  
Tupelo, Ms. 38804  
(city, state, zip)

Legal description attached: Warranty Deed or Survey

Price: Purchase price of property----- \$ 265,500.00

Earnest Money: The Purchaser(s) deposited ( ) Cash ( ) Check in the amount of \$ \_\_\_\_\_ as earnest money with \_\_\_\_\_. This money will be applied to purchase transaction.

Closing Date: Closing date will be on or before Nov 30  
Possession Date: Possession date will be on or before Nov 30

Taxes: All taxes for the current year will be pro-rated between buyer(s) and seller(s)

Closing Cost: Seller(s) agrees to pay standard seller(s) closing cost, which include: Deed Preparation, Title Certificate, and Termite letter. Buyer(s) will pay all other closing costs unless otherwise agreed upon below:

     Appraisal           Attorney

Seller(s) to pay up to 1/2 of buyer(s) closing costs and/or Prepays.

Conditions: Buyer Agrees to Allow tenant to occupy 308 N. Spring St. office rent free for 2 years from closing date

Provisions: This contract is contingent upon delivery of clear title, appraisal value was equal to or greater than sale price, and buyer(s) receiving satisfactory JES financing. Both seller(s) and buyer(s) agree that property is being offered by seller(s) and accepted by buyer(s) "As Is" unless otherwise noted in an addendum.

Date: This contract is agreed upon on the 3rd day of Nov, 2021.  
(Estate of Jimmy D. Sp. Hon)  
Seller By James S. Shelb, Adm Buyer [Signature]  
Seller \_\_\_\_\_ Buyer \_\_\_\_\_

SEARCHED



CITY OF TUPELO » MISCELLANEOUS PERMIT APPLICATION

Department of Development Services  
PO Box 1485, Tupelo, MS 38802-1485  
Phone (662) 841-6510 Fax (662) 841-6550  
E-Mail Address: [gladys.ruff@tupeloms.gov](mailto:gladys.ruff@tupeloms.gov)

Application # (Office Use Only)

1819118  
[tonia.richardson@tupeloms.gov](mailto:tonia.richardson@tupeloms.gov)

PARCEL #:

TYPE OF PERMIT APPLICATION						Wall	X
	ELECTRICAL	GAS	MECHANICAL	PLUMBING	TANK INSTALL.	FENCE/WALL	DEMOLITION

TYPE OF CONSTRUCTION	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	306 N. Spring St., Tupelo, MS 38801
	NEW	RENOVATION	ADDITION	LOCATION (Address, Subdivision & Lot, or Parcel #)

Owner <input type="radio"/> Contractor <input checked="" type="radio"/>	Deed Included <input type="radio"/> Not Applicable <input type="radio"/>	\$
Who is making application	Copy of property deed required if purchased in last 12 months	Estimated Cost

<b>C&amp;S Construction</b>			
Owner Name	Phone Number	E-Mail Address	
Bill Simpson, DDS	662-891-8297	simp937@cs.com	
ELECTRICAL CONTRACTOR	Phone Number	E-Mail Address	CID #
PLUMBING / GAS CONTRACTOR	Phone Number	E-Mail Address	CID #
MECHANICAL CONTRACTOR	Phone Number	E-Mail Address	CID #
FIRE PROTECTION CONTRACTOR	Phone Number	E-Mail Address	CID #
<b>C&amp;S Construction</b>	662-844-0808	msredpanther@gmail.com	
DEMOLITION CONTRACTOR	Phone Number	E-Mail Address	CID #

PROJECT ADDRESS:

The following information is required to determine the fee for the construction permit.

ELECTRICAL:	Total Number of Junction Boxes:	_____
	Number of 220 Volt Circuits and other Special Circuits:	_____
	Motors: 5-10 hp _____ 10-20 hp _____ 20-50 hp _____ > 50 hp _____	
	Is a new electric meter required? _____ What size? _____	
TWL	TOMBIGBEE	

TYPE:

GAS:	Number of openings: (Water heaters, Stoves, HVAC units, Dryers etc.)	
MECHANICAL:	Tonnage of HVAC systems or boilers:	
PLUMBING:	Number of Commercial Traps:	
SEWER:	(\$15 if required)	
TANK/PUMP INSTALLATION:	(\$20 Per Tank/Pump)	Tank(s)   Pump(s)
FENCE/WALL:	SITE PLAN REQUIRED, SEE REVERSE SIDE	NO CHARGE

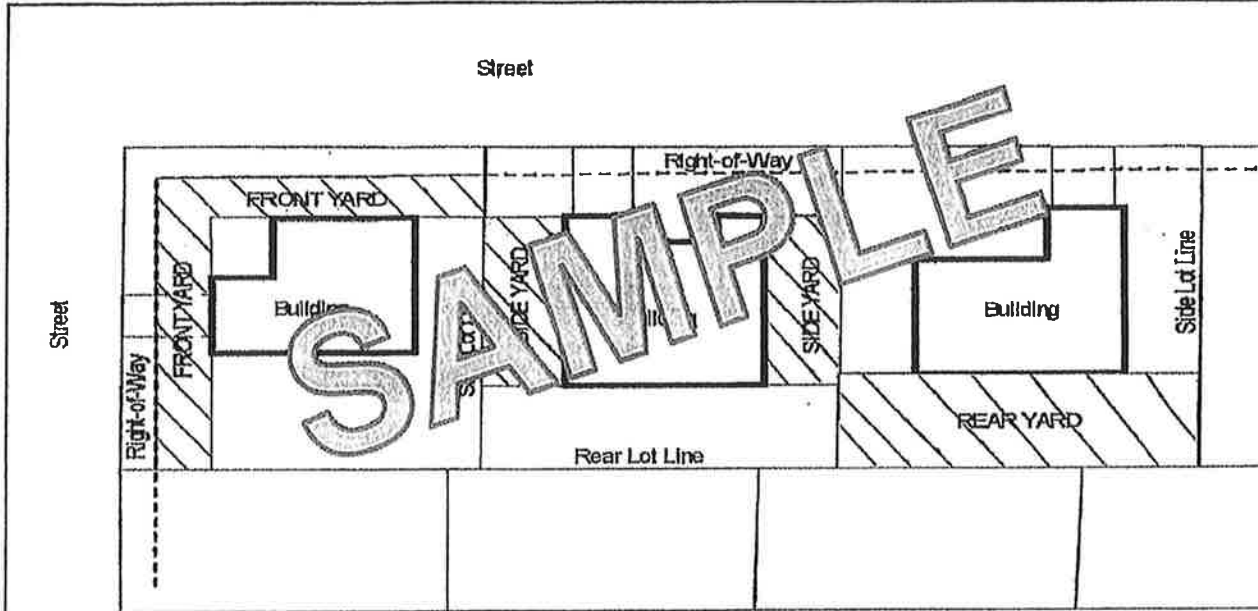
APPLICATION #:

DEMOLITION Proper Erosion Control measures are required for bringing in fill dirt or substantial clearing/grading. Proper measures include, but are not limited to, Silt Fencing, Waddles, Hay Bales, and Dikes. Applicant must initial to acknowledge understanding of these measures. Permit will not be issued without applicant acknowledgement.

EROSION CONTROL ACKNOWLEDGEMENT

Additional information

Site Plan required to show where proposed fence/wall will be placed in relation to house and property lines. Drawing must include labels and dimensions that clearly show proposed work. Site Plan may be hand-drawn and does not have to be to scale. Please submit Site Plan on separate sheet.



DESCRIPTION OF WORK TO BE DONE

Flat roof has fallen in - it is on the ground and deteriorating.  
 Building has been abandoned for some time. Simple  
 construction - no asbestos - flat roof. No A/C units or metal in building.  
 Sketch with dimensions attached.

CERTIFICATION

I hereby certify that I have read and examined the application and know the same to be true and correct. All Provisions of laws and ordinances governing this type of work will be complied with whether specified or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other State of Mississippi or City of Tupelo law regulating construction or the performance of construction nor does it nullify any private covenants, deed restrictions, or other restrictions running with the title to the property upon which construction is allowed. A permit under which no work is commenced within *six (6) months* after issuance shall expire by limitation and a new permit shall be obtained before any work is started. All excess waste building material shall be removed from the building site at the expense of the owner or owner's agent. No existing easements shall be infringed

*William T. Tacker*  
 PRINTED NAME

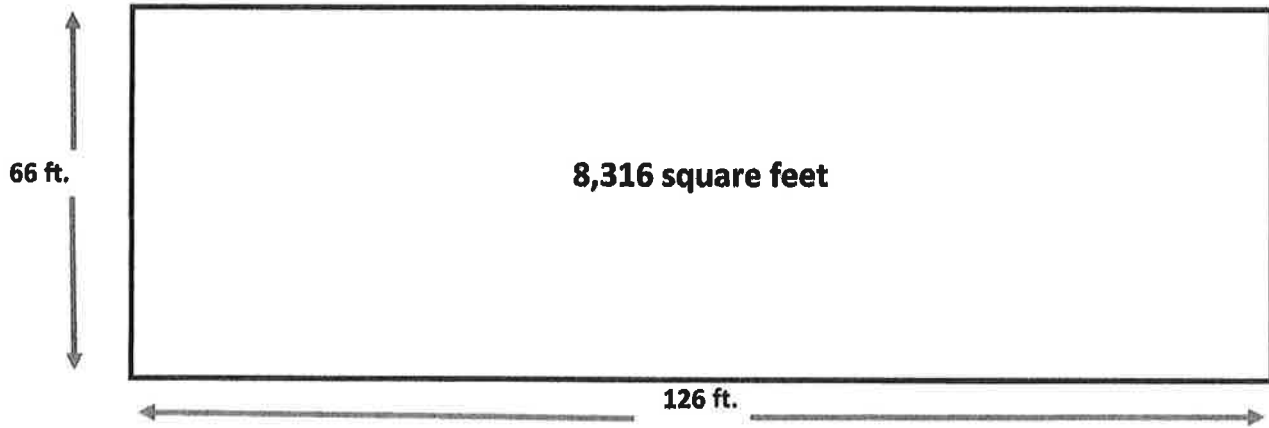
*William T. Tacker*  
 SIGNATURE

*2/1/2022*  
 DATE:

If you have any questions about any part of this permit please contact the appropriate person below:

- Permit/Contractor Information [gladys.ruff@tupeloms.gov](mailto:gladys.ruff@tupeloms.gov)
- General Construction/Code Questions [penny.jolly@tupeloms.gov](mailto:penny.jolly@tupeloms.gov)
- Floodplain [dennis.bonds@tupeloms.gov](mailto:dennis.bonds@tupeloms.gov)
- Zoning [marilyn.vail@tupeloms.gov](mailto:marilyn.vail@tupeloms.gov)

**306 N. Spring Street  
Tupelo, MS**



Amended

Item # 12

Additional information

# MISSISSIPPI ASBESTOS DEMOLITION/RENOVATION NOTIFICATION FORM

Mail notification to: MDEQ Asbestos Section, 515 E. Amite Street, Jackson, MS 39201

**COPY**

Operator Project #	Postmark	Date Received (MDEQ use only)	Notification# (MDEQ use only)	
I. Type of Notification (O=Original R=Revised C=Canceled A= Annual) <b>O</b>				
II. TYPE OF OPERATION (D=Demo O= Ordered Demo R=Renovation E=Emer. Renovation) <b>D</b>				
III. FACILITY DESCRIPTION (Include building name, number and floor or room number)				
Bldg. Name:				
Address: <b>306 N. SPRING ST.</b>				
City: <b>TUPELO</b>	State: <b>MS</b>	Zip: <b>38804</b>		
Site Location: <b>306 N. SPRING ST.</b>		Tel: <b>662/844-0808</b>		
Building Size: <b>8316 SQ. FT.</b>	# of Floors: <b>1</b>	Age in Years: <b>87 YRS. APPROX</b>		
Present Use: <b>VACANT</b>	Prior Use: <b>OFFICE</b>			
IV. FACILITY INFORMATION (Identify owner, removal contractor, and other operator)				
OWNER NAME: <b>BILL SIMPSON</b>				
Address: <b>532 HEARDTOWN RD.</b>				
City: <b>TUPELO</b>	State: <b>MS</b>	Zip: <b>38801</b>		
Contact: <b>BILL SIMPSON</b>		Tel: <b>662/844-0808</b>		
REMOVAL CONTRACTOR <b>C &amp; S CONSTRUCTION</b>				
Address: <b>PO BOX 250</b>				
City: <b>BELDEN</b>	State: <b>MS</b>	Zip: <b>388026</b>		
Contact: <b>WILLIAM TACKER</b>		Tel: <b>662/844-0808</b>		
OTHER OPERATOR: <b>ED CLAY ENVIRONMENTAL</b>				
Address: <b>4546 CAL-STEENS RD</b>				
City: <b>CALEDONIA</b>	State: <b>MS</b>	Zip: <b>39740</b>		
Contact: <b>ED CLAY</b>				
V. IS ASBESTOS PRESENT? (Yes/No) <b>NO</b>				
VI. PROCEDURE, INCLUDING ANALYTICAL METHOD, IF APPROPRIATE, USED TO DETECT THE PRESENCE OF ASBESTOS MATERIAL (Include inspector name and date of inspection):				
<b>ED CLAY</b>				
VII. APPROXIMATE AMOUNT OF ASBESTOS INCLUDING:				
1. Regulated ACM to be Removed 2. Category I ACM Not Removed 3. Category II ACM Not Removed	RACM To Be Removed	Nonfriable Asbestos Material Not To Be Removed		Indicate Unit of Measurement Below
		Category I	Category II	
Pipes				Ln Ft:      Ln M:
Surface Area				Sq Ft:      Sq M:
Vol RACM Off Facility Component				Cu Ft:      Cu M:
VIII. SCHEDULED DATES ASBESTOS REMOVAL (MM/DD/YY) Start:			Complete:	
IX. SCHEDULED DATES DEMO/RENOVATION (MM/DD/YY) Start:			Complete:	

X. DESCRIPTION OF PLANNED DEMOLITION OR RENOVATION WORK, AND METHOD(S) TO BE USED: <b>DEMOLITION BY BULLDOZER</b>		
XI. DESCRIPTION OF WORK PRACTICES AND ENGINEERING CONTROLS TO BE USED TO PREVENT EMISSIONS OF ASBESTOS AT THE DEMOLITION OR RENOVATION SITE:		
XII. WASTE TRANSPORTER #1 <b>C &amp; S CONSTRUCTION</b>		
Name: <b>WILLIAM TACKER</b>		
Address: <b>PO BOX 250</b>		
City: <b>BELDEN</b>	State: <b>MS</b>	Zip: <b>38826</b>
Contact Person: <b>WILLIAM TACKER</b>		Tel: <b>662/844-0808</b>
WASTE TRANSPORTER #2		
Name:		
Address:		
City:	State:	Zip:
Contact Person:		Tel:
XIII. WASTE DISPOSAL SITE <b>TMCO</b>		
Name: <b>TMCO</b>		
Address: <b>544 BIRMINGHAM RIDGE RD</b>		
City: <b>SALTILLO</b>	State: <b>MS</b>	Zip: <b>38866</b>
Tel: <b>662-8692151</b>		
XIV. IF DEMOLITION ORDERED BY A GOVERNMENT AGENCY, PLEASE IDENTIFY THE AGENCY BELOW:		
Name: <b>CITY OF TUPELO</b>	Title: <b>DEVELOPMENT SERVICES</b>	
Authority: <b>CITY COUNCIL</b>		
Date of Order (MM/DD/YY): <b>10/7/2021</b>	Date Ordered to Begin (MM/DD/YY): <b>2/19/22</b>	
XV. FOR EMERGENCY RENOVATIONS:		
Date and Hour of Emergency (MM/DD/YY):		
Description of the sudden unexpected event:		
Explanation of how the event caused unsafe conditions or would cause equipment damage or an unreasonable financial burden: <b>DEMOLITION BY NEGLIGENCE</b>		
XVI. DESCRIPTION OF PROCEDURES TO BE FOLLOWED IN THE EVENT THAT UNEXPECTED ASBESTOS IS FOUND OR PREVIOUSLY NONFRIABLE ASBESTOS MATERIAL BECOMES CRUMBLD, PULVERIZED, OR REDUCED TO POWDER:		
XVII. I CERTIFY THAT AN INDIVIDUAL TRAINED IN THE PROVISIONS OF THIS REGULATION (40 CFR PART 61, SUBPART M) WILL BE ONSITE DURING THE DEMOLITION OR RENOVATION, AND EVIDENCE THAT THE REQUIRED TRAINING HAS BEEN ACCOMPLISHED BY THIS PERSON WILL BE AVAILABLE FOR INSPECTION DURING NORMAL BUSINESS HOURS.		
_____ Type or Print Name	_____ (Signature of Owner/Operator)	_____ (Date)
XVIII. I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT:		
<i>Lynda Ford</i> Type or Print Name	<i>Lynda Ford</i> (Signature of Owner/Operator)	<u>2/7/22</u> (Date)
		<i>Amended 2/22/22</i> <i>S. F.</i>

## Additional information

**City of Tupelo**

PO Box 1485, Tupelo, MS 38802  
 Voice (662) 841-6510, Fax (662) 841-6550  
 E-Mail: permits@tupeloms.gov

**DEMOLITION PERMIT**

Applicant Number: 1819118

Issue Date: 02/24/2022

Applicant: C &amp; S CONSTRUCTION

**PROJECT LOCATION:**

Parcel Number: 089K3124000

Address: 306 N SPRING ST

Subdivision: SHERWOOD MAP

Lot Number: 14-15

Occupant:

Owner: Name: CAROL PARK LLC  
 c/o WILLIAM DAVID SIMPSON  
 Address: 532 HEARDTOWN RD  
 TUPELO, MS 38801  
 Phone: 662-891-8297

Contractor: Name: C & S CONSTRUCTION  
 Address: 1407 FRANCES SQUARES  
 TUPELO, MS 38802

Project Activity: DEMOLITION PERMIT

Start Date:

Building Desc:

Building Structure 1:

Restrictions:

Comments:

Permit Issued By: TR

This permit becomes null and void if work or construction authorized is not commenced within six months, or if construction or work is suspended, or abandoned for a period of six months at any time after the work is started. The City of Tupelo Development Code Section 5.11.1 (a) states that "A building permit shall expire one year from the date of issuance. The permit may be renewed prior to expiration at no cost."

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other State or City law regulating construction or performance of construction nor does it nullify any private covenants, deed restrictions, or other restrictions running with the title to the property upon which construction is allowed.

Date: _____	Applicant's	
	Signature:	_____
Date: <u>2-24-22</u>	Approval:	
		_____



# INSPECTION REPORT

**TUPELO DEPT. OF DEVELOPMENT SERVICES  
BUILDING DIVISION**

Building Permit 1819118 Date 3-18-2022

Name COS Const / Bill Simpson

Address 306(344) N. Spring St

Footing \_\_\_\_\_ Plumbing Rough In \_\_\_\_\_ Slab \_\_\_\_\_ Top Out \_\_\_\_\_

Gas \_\_\_\_\_ Electrical \_\_\_\_\_ Mechanical \_\_\_\_\_ Framing \_\_\_\_\_

Sewer \_\_\_\_\_ Final  Other \_\_\_\_\_ Landscaping/Site Work \_\_\_\_\_

Approved \_\_\_\_\_ Disapproved

Corrections Required: <sup>①</sup> Any portion of the North wall not directly involved as structural support of 308 N. Spring must be removed. <sup>②</sup> The portion of the North wall of 308 (south wall of 308) must be made structurally sound and weather tight. <sup>③</sup> Remove all loose debris from the site. <sup>④</sup> Remove any non-structural items attached to the south side of the remaining wall (paneling, drywall, loose lumber etc.

Other Remarks: 308 N. Spring must be vacated until such time as notes 1&2 are complete due to the danger of collapse of the remaining North wall and weakened state of the South wall  
IF DISAPPROVED, CALL FOR RE-INSPECTION, 841-6510 of 308 N Spring

RECEIVED BY \_\_\_\_\_

SIGNED 

Building Inspector

SPRINTPRINT 662-841-9292 FORM #1001



**City of Tupelo, Department of Development Services  
71 East Troy St., Post Office Box 1485, Tupelo, Mississippi 38802  
601-841-6510**

## CONDEMNATION ORDER

**TO: CARROLL PARK LLC**  
c/o William David Simpson  
532 Heardtawn Road  
TUPELO, MS 38801  
[simp937@ts.com](mailto:simp937@ts.com)

**RE: 308 aka 344 N. SPRING STREET., PARCEL # 089K-31-239-00**

Pursuant to Chapter Seven, Article XIII, Sec. 7-301, as amended, of the Code of Ordinances of the City of Tupelo, adopting the 2018 International Existing Building Code (IEBC), the Director of Development Services has caused to be made an examination of a building located in the City of Tupelo, Lee County, Mississippi, located at **308 aka 344 N. SPRING ST, TUPELO, MS**, being more particularly described as follows, to-wit: **PARCEL NO. 089K-31-239-00**

The examination revealed that this building did not meet the minimum standards for occupancy as prescribed by the 2018 International Existing Building Code. The City of Tupelo has determined that imminent danger exists requiring emergency measures due to the partial demolition of 306 N. Spring St. which adjoined and maintained a common wall and load bearing structural rafters. The remaining northern wall of 306 N. Spring is now freestanding and has been perforated with portions of the remaining wall higher than the roof line of 308 aka 344 N. Spring Street. The adjoining walls pose a high risk of shearing and collapse under reasonably foreseeable conditions. Therefore, per Sections 113, 115 and 116 of the 2018 International Existing Building Code of the City of Tupelo, the City of Tupelo orders that the occupants vacate the building forthwith.

Note: Additionally, per Sec. 114 2018 IEBC, a stop work order is issued on the completion of the demolition of 306 N. Spring Street due to the reasonable probability that further demolition will affect 308 aka 344 N. Spring Street. Please see process below for remedial actions below to clear this stop work order.

The building is hereby condemned and must remain vacated and closed for use for human habitation. The owner of this building must repair, rehabilitate, demolish or take other approved corrective action prescribed by a building permit of the City of Tupelo Building Department to abate these conditions and bring the building up to the 2018 International Existing Building Code within thirty (30) days. Re-inspection will be conducted within the aforementioned time to determine compliance with this Order. The building has been posted with a placard to read, "THIS STRUCTURE IS UNSAFE AND ITS OCCUPANCY HAS BEEN PROHIBITED BY THE CODE OFFICIAL."

Any person who shall rent, lease, or occupy, or who shall permit any person to rent, lease or occupy this building for human habitation shall be liable for such fine or imprisonment as prescribed by the Ordinances of the City of Tupelo. Removal or defacing of a placard is punishable as a misdemeanor, subjecting the party or parties to fine or imprisonment or both such fine and imprisonment.

**Item # 12**  
**Additional information**

No building which has been condemned and placarded as unfit for human habitation shall again be used for human habitation until approval is secured from and such placard is removed whenever the defect or defects upon the condemnation was based have been eliminated.

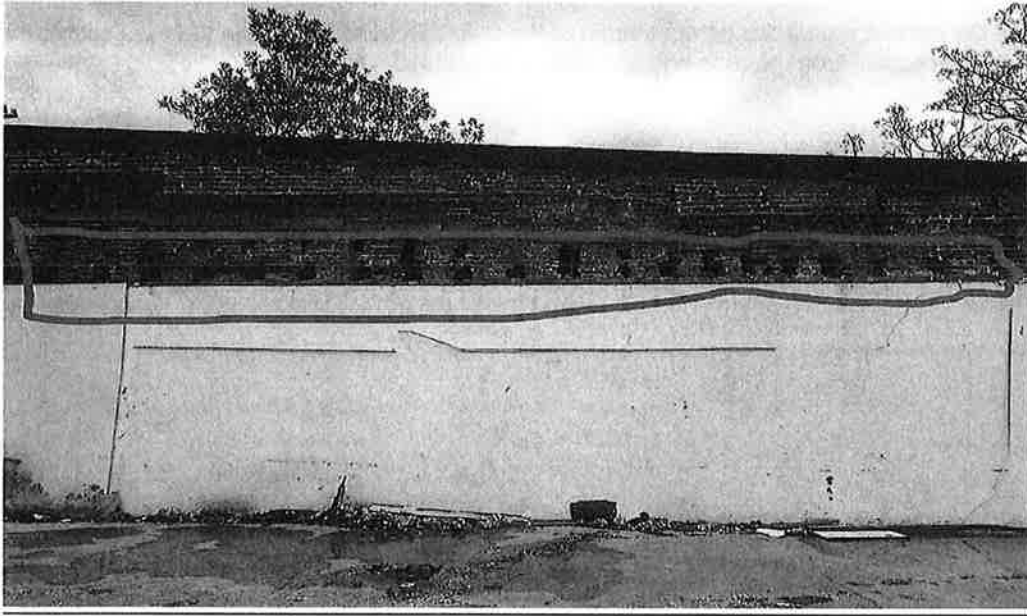
You have the right to appeal this determination of the code official to the Tupelo License Commission by filing a written appeal with the code official within twenty (20) days.

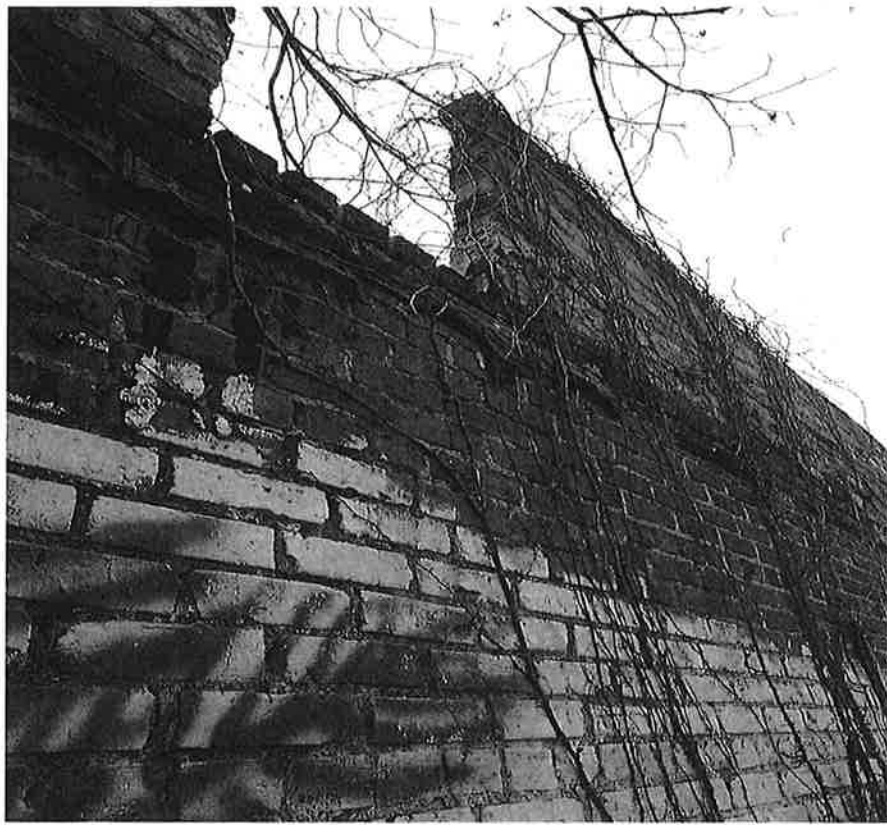
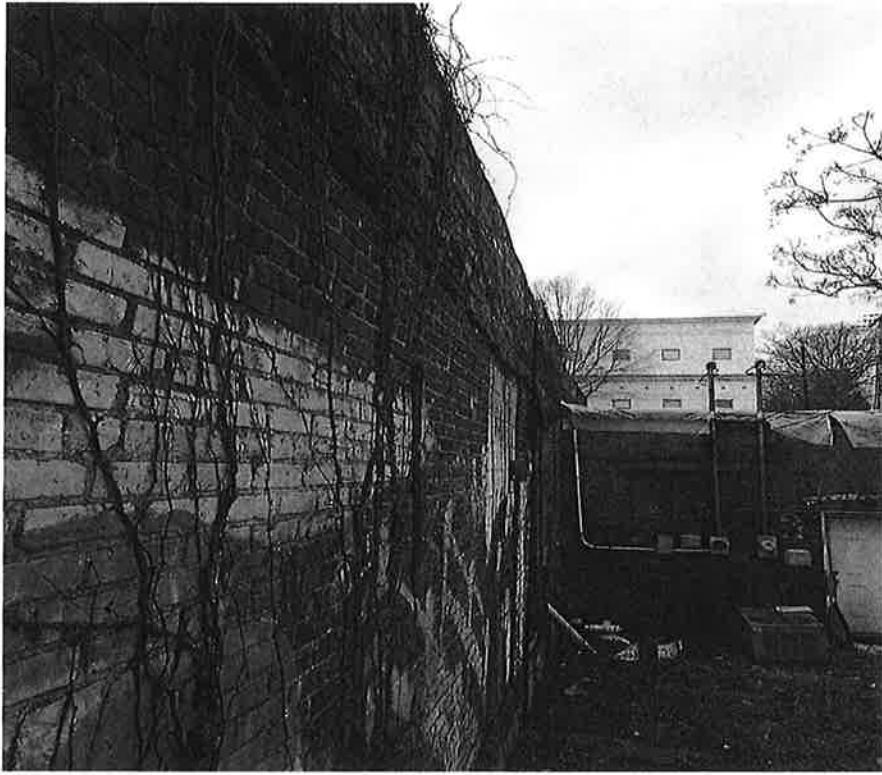
It is so ORDERED.

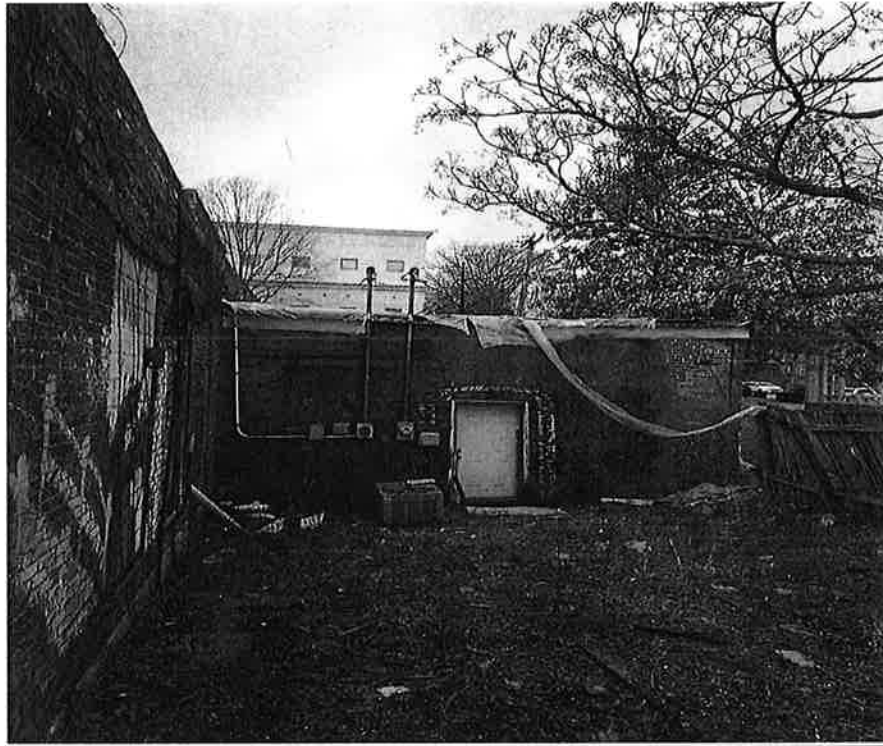
SIGNED on this the 18<sup>th</sup> day of March, 2022.

  
\_\_\_\_\_  
**PATRICK REAGAN, CHIEF BUILDING INSPECTOR**

**308 (344) NORTH SPRING STREET PICTURES**











**THIS STRUCTURE IS UNSAFE  
AND ITS OCCUPANCY HAS BEEN  
PROHIBITED BY THE CODE OFFICIAL**

PER SECTIONS 113, 115, AND 116 OF THE 2018 INTERNATIONAL EXISTING BUILDING CODE OF THE CITY OF TUPELO, IT SHALL BE UNLAWFUL FOR ANY PERSON TO ENTER SUCH STRUCTURE EXCEPT FOR THE PURPOSE OF SECURING THE STRUCTURE, MAKING THE REQUIRED REPAIRS, REMOVING THE HAZARDOUS CONDITION OR OF DEMOLISHING THE SAME.

No work is to be performed on this building without a Building Permit or a Demolition Permit issued through the Department of Development Services.

DATE: 3-18-2027 SIGNATURE: [Signature]  
CITY OF TUPELO CODE OFFICIAL

POSTED BY THE CITY OF TUPELO, DEPARTMENT OF DEVELOPMENT SERVICES, 71 EAST TROY STREET, TUPELO, MS 38804, (662) 841-6510



**Tanner Newman**

---

**From:** Tanner Newman  
**Sent:** Friday, April 8, 2022 2:59 PM  
**To:** 'Jason L. Shelton'; simp937@cs.com; Thomas Reynolds  
**Cc:** Ben Logan; Stephen Reed; Kim Hanna; Don Lewis  
**Subject:** RE: Notice of Appeal  
**Attachments:** Public Hearing Notice, 04.08.22.pdf

Dr. Simpson and Mayor Shelton,

See the attached notice regarding the Appeal Hearing scheduled for 308 N. Spring Street at 6:00 PM on April 14, 2022.

Tanner Newman  
 Director of Development Services  
 City of Tupelo  
 (662) 873-7861

-----Original Message-----

From: Jason L. Shelton [mailto:jlshelton1@gmail.com]  
 Sent: Thursday, March 24, 2022 2:41 PM  
 To: Ben Logan <Ben.Logan@tupeloms.gov>; Stephen Reed <stephen.reed@tupeloms.gov>; Todd Jordan <Todd.Jordan@tupeloms.gov>; Thomas Reynolds <thomasureynolds@bellsouth.net>; Don Lewis <Don.Lewis@tupeloms.gov>; Tanner Newman <Tanner.Newman@tupeloms.gov>; Kim Hanna <Kim.Hanna@tupeloms.gov>; simp937@cs.com  
 Subject: Notice of Appeal

Mayor Jordan,

Please accept this as a Notice of Appeal of the unlawful condemnation order which was placed on the door at 306 N. Spring St., Tupelo, MS 38804.

Please acknowledge sufficiency and receipt of this Notice of Appeal and set this for hearing as soon as possible so that we may exhaust administrative remedies prior to proceeding with litigation.

We will not agree to any continuance of said hearing.

Additionally, I have already requested to be provided with all reports, documents, photographs, etc which led to this Order being placed on the door. Please provide that immediately.

The City's actions are tantamount to an unlawful taking and have caused financial harm to the business operating on said premises.

Dr. Bill Simpson, owner of said property, and Mr. Tommy Reynolds, owner of said business have been copied on this Notice of Appeal.

Thank you,  
 Jason

Sent from my iPhone

\*\*\* This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. City Of Tupelo Technology Services \*\*\*

## NOTICE OF PUBLIC HEARING CITY OF TUPELO, MISSISSIPPI

A Public Hearing will be held, by the City of Tupelo License Commission, in the City Council Chambers on the second floor of City Hall, 71 East Troy Street, Tupelo, MS, on Thursday, April 14, 2022, at 6:00 P.M. The meeting will be both in person and by telephone and video conference for those not attending in person. All interested parties and citizens are urged to attend.

The subject of said meeting, is to discuss and act upon the following matter(s) of business:

1. AMENDMENT TO THE CITY OF TUPELO'S ELECTRICAL CODE
2. APPEAL HEARING OF CONDEMNATION ORDER  
306-308 N. Spring St  
Tupelo, MS 38804

Witness my signature, this the 8<sup>th</sup> day of April, 2022.

  
TODD JORDAN, MAYOR

Publish by: April 8, 2022

**DABBS ENGINEERING COMPANY, INC.**

ENGINEERS / SURVEYORS / GEOTECHNICAL / MATERIALS TESTING / ENVIRONMENTAL

March 24, 2022

Dr. Bill Simpson  
532 Hearstown Road  
Tupelo, MS 38804

Re: Structural Damage Inspection, 308 North Spring Street, Tupelo, Mississippi

Dear Dr. Simpson:

As you requested, I conducted an inspection of the building located at 308 North Spring Street in Tupelo. The specific purpose was to evaluate the condition of the structure after the City of Tupelo placed a condemnation order on it following a demolition of the adjacent structure which was located directly against this remaining structure. Both buildings are wood framed structures on a concrete slab-on-grade foundation. The roofs both had a parapet on the front and the roof sloped to the rear. The building on the south side which was taller than the remaining building was not taken completely down with most of the adjoining brick wall remaining. The parapet was left between the two and the existing brick wall remaining is higher than the remaining building which was the primary reason for the City's concern which was the structural stability of the remaining building with the remaining wall from the demolished cantilevered above it.

To give the remaining building a more comfortable level of stability, it is recommended the brick parapet from the demolished wall be removed down to the flashing level of the existing roof. Also the remaining wall on the rear of the building needs to be removed since it is just standing there with no support. Also the holes in the side of the building need to be filled with mortar or some other suitable weatertight method. Finally, it is suggested that the roof framing in the existing building be better attached to the wall in some method such as metal angles epoxied to the wall to add stability. It is understood this is only a temporary repair as this building is also scheduled for demolition within the next two years. At any rate, to provide a better level of stability to the building, the above recommendations should be accomplished. With this done, the building should be considered structurally stable enough to permit occupants to re-enter the building.

I appreciate this opportunity to be of service to you. Should you have any questions or need any further information, please do not hesitate to call.

Sincerely,



Thomas R. Dabbs, P.E.

**Tanner Newman**

---

**From:** Tanner Newman <Tanner.Newman@tupeloms.gov>  
**Sent:** Tuesday, April 12, 2022 10:06 AM  
**To:** simp937@cs.com  
**Cc:** Patrick Reagan; Ben Logan  
**Subject:** 306-308 N. Spring

Dr. Simpson,

I wanted to follow up on the in-person conversation which occurred at City Hall on 3/29/22 between me, you, and Chief Building Inspector Patrick Reagan.

As relayed in the meeting, the city lifted the stop work order for 306 N. Spring Street on 3/29/22 following the review of the Dabbs Engineering report dated 3/24/22. This decision was made to allow your contractors to proceed with the stabilization recommendations offered in the Dabbs Engineering report. As discussed in the 3/29/22 meeting, the outlined structural recommendations were approved by the city to be completed under the current demolition permit issued for 306 N. Spring.

Let me know if you have any questions.

**Tanner Newman**  
Director of Development Services  
City of Tupelo  
[\(662\) 873-7861](tel:662-873-7861)



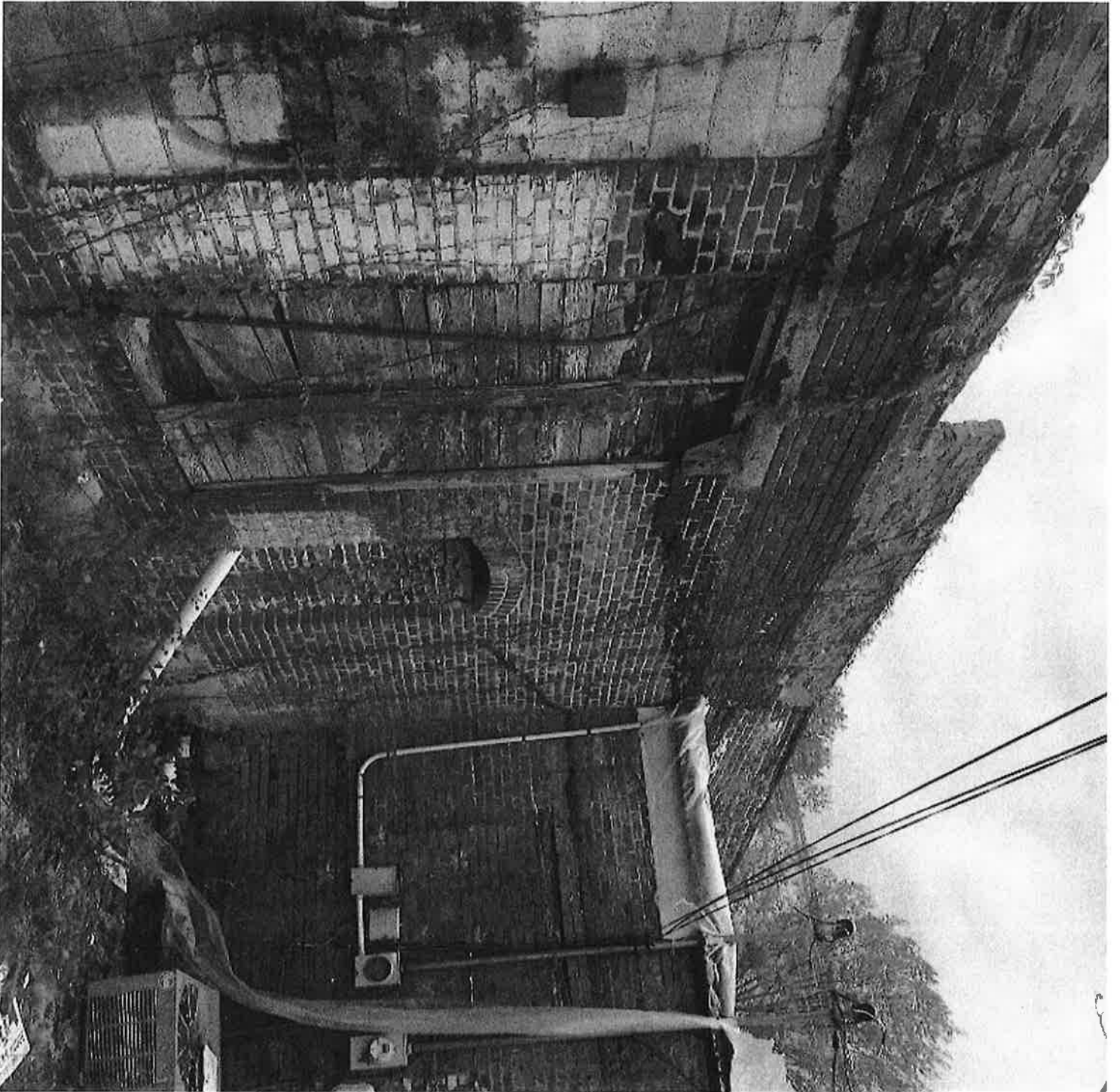
4/13/22



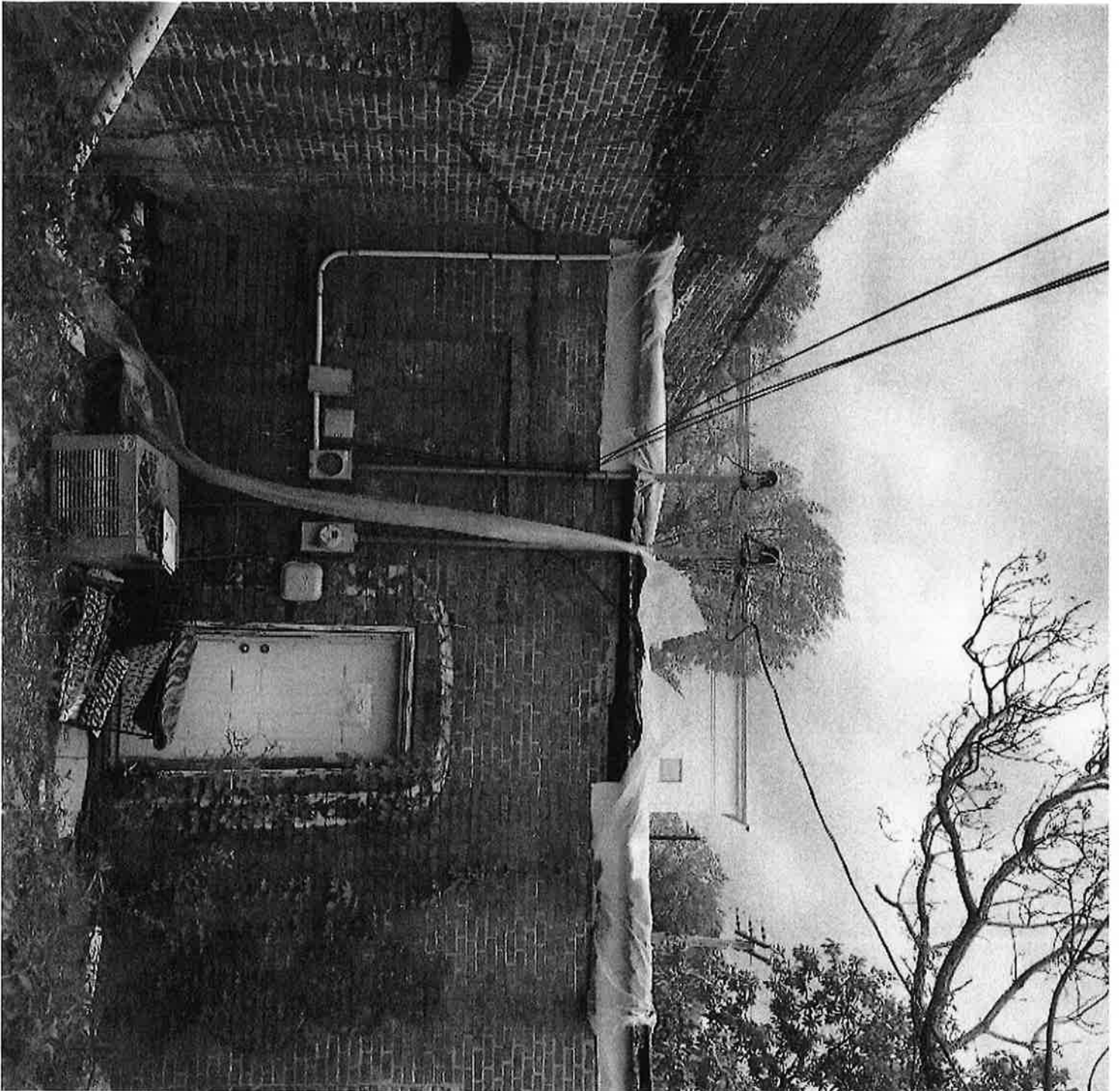
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4/13/22



4/13/22





4/13/22



4/13/22



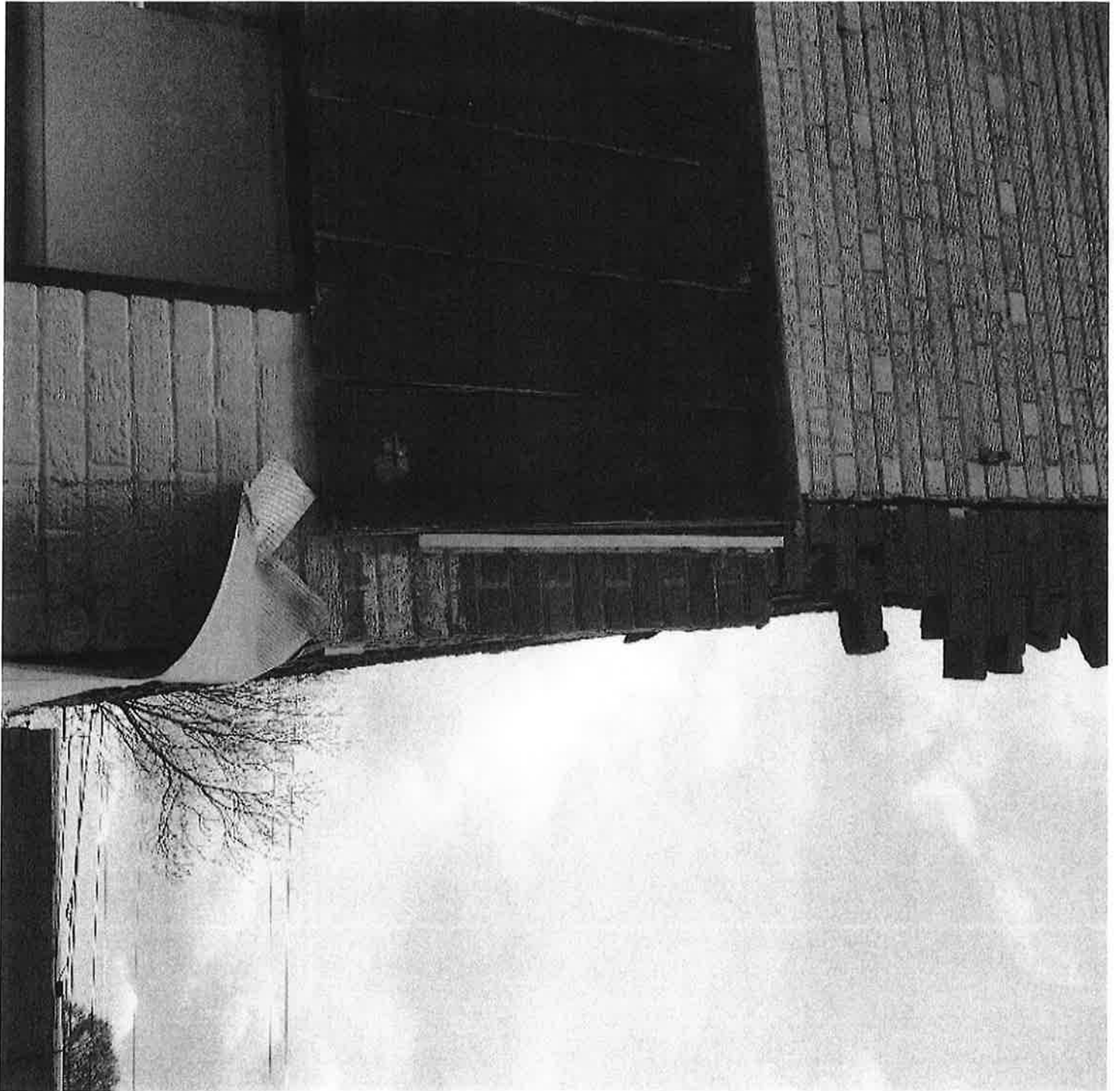
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4/13/22



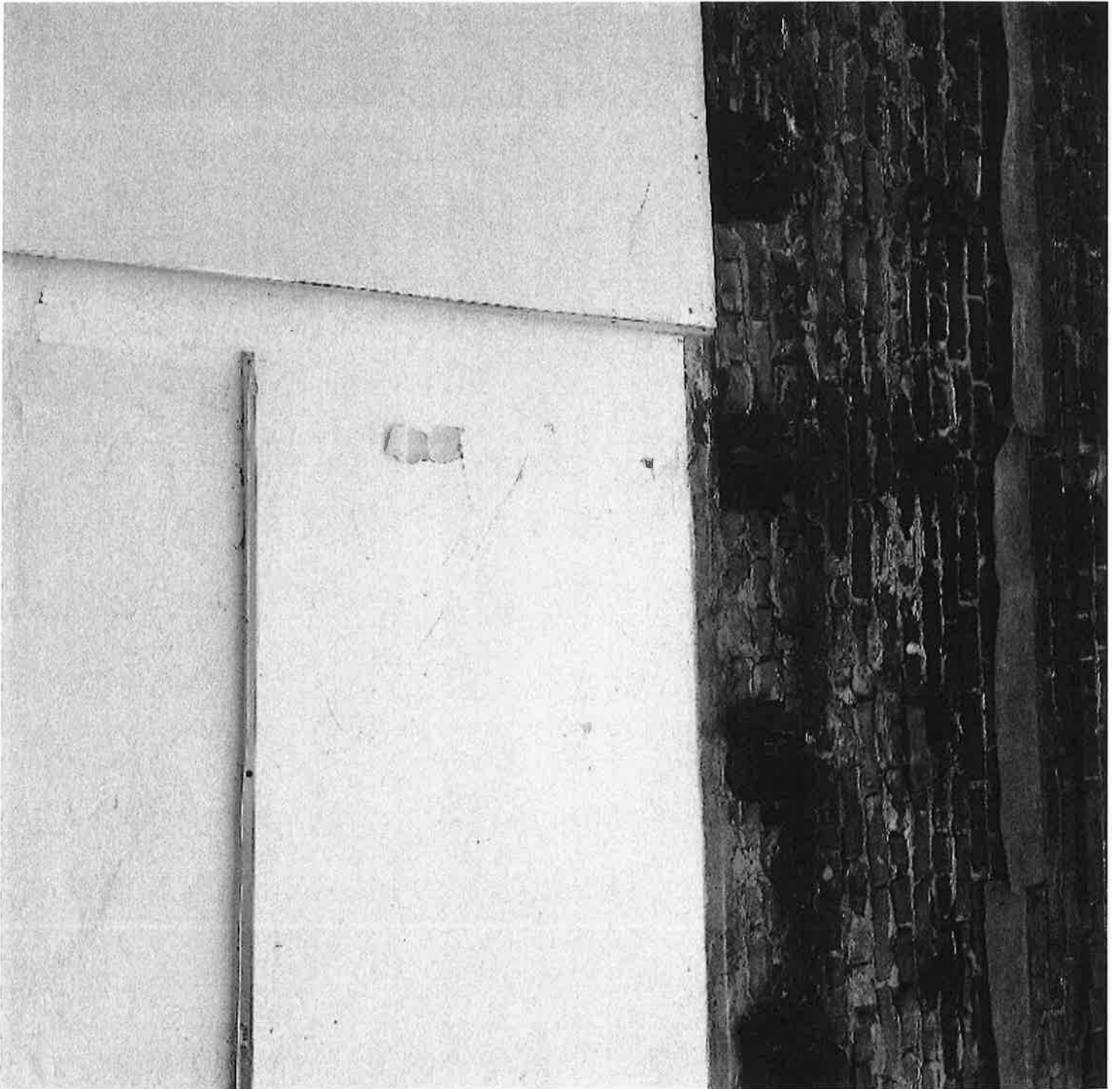
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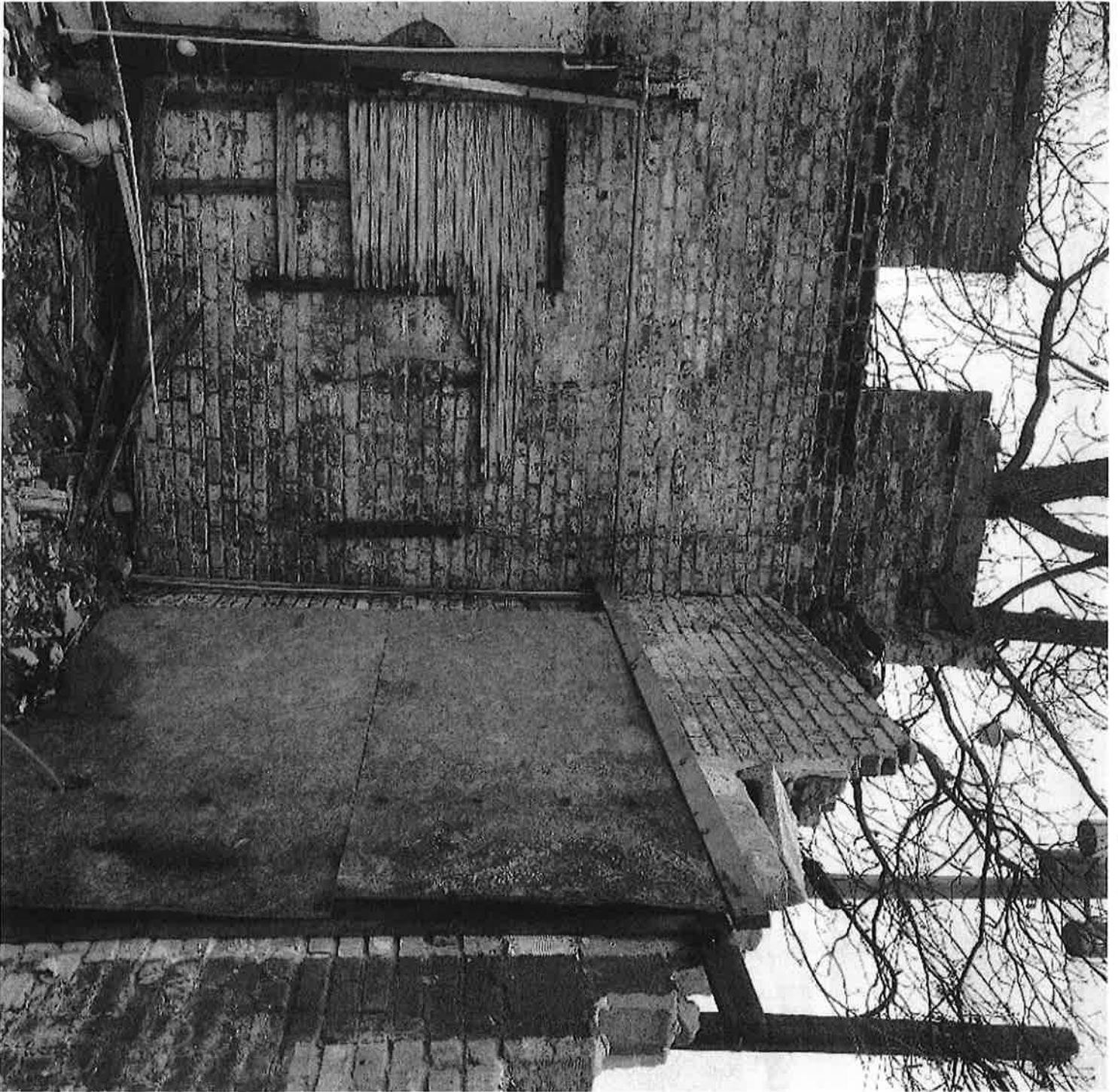
4/13/22



4/13/22



4/13/22



## REQUEST FOR HEARING BEFORE THE LICENSE COMMISSION

### Instructions to the Applicant

1. Complete the below section completely.
2. Return to the License Commission, Building Department, City Hall Building, 2nd Floor, or mail to same at P. O. Box 1485, Tupelo, MS 38802
3. Requests must be received within 30 days of the Notice.

**Failure to appeal within the time specified will constitute a waiver of rights to an administrative hearing.**

Please TYPE or PRINT legibly

Subject Address: All New Construction, Additions, 100% Remodels

Appellant's (your) Name: Homebuilders & Remodelers Association of NE MS

State your legal interest in this property:

\_\_\_\_\_

\_\_\_\_\_

State the specific order or section being appealed:

City of Tupelo Electrical Code / Change From 12 wire  
to 14 wire for all Lighting Branch Circuits only. Not Receptacles

State the reason(s) you feel this appeal is justified:

This change meets NEC standards in all  
dimensions. Also our position is the current Tupelo  
code of 12 wire will still be available for use.  
14 wire would not be a mandatory change, although  
optional for those individuals & companies wanting to use it.

Use an additional sheet of paper if necessary

Signature of Appellant: [Signature]

Date: 1/26/2020

Your Mailing Address: PO Box 385

Belden, MS 38866

\*\*You will be notified at least 15 days prior to the hearing\*\*  
Hearing shall not be more than 60 days after the receipt of this request

CITY OF TUPELO

LEE COUNTY, MISSISSIPPI

**AMENDED REAL ESTATE DEVELOPMENT AGREEMENT**

This Amended Real Estate Development Agreement (“Agreement”) is entered this \_\_\_\_ day of \_\_\_\_, 202\_. (“Effective Date”) by and between the City of Tupelo, Mississippi, (“City”) by and through its governing authorities, and having an address of 71 East Troy Street, Tupelo, Mississippi 38804 and Butler Park, LLC (“Developer”) Mississippi business entities.

1. Governing Authority. This Development Agreement is governed by the City of Tupelo Development Code, effective November 1, 2013, particularly but not limited to Section 12.10 Subdivision and 12.11 Site Plan Review.
2. Background. Developer submitted a preliminary plat for approval, and same was approved by the Department of Development Services and the City of Tupelo Planning Committee. The developer has entered into a development agreement with the city, approved by the Mayor and the City Council on June 2, 2020, relative to all required public and private improvements, payment of fees, required securities, certification of insurance and any conditions placed on approval of the preliminary plat. See Exhibit “A”. The city issued a stop work order due to drainage issues arising on the west side of the subdivision adjoining some areas of the adjoining Rowan Oak neighborhood. The stop work order was lifted pending design of a drainage plan by the city and an amended development agreement.
3. Specific Conditions of Approval: The City’s approval of the preliminary plat and notice to proceed with construction is conditioned upon the following special conditions:
  - a. Developer will grant to City a temporary construction easement and permanent easement for ingress, egress and maintenance to and along the berm built on the west side of the property for the design and construction of a more comprehensive drainage solution for the Butler Park I and the Rowan Oak Drive neighborhood. Said easement shall be used by the city in such a manner as to minimize disturbance of Butler Park I and II property owners.
  - b. Developer and City will agree to a share of costs of this drainage work. Developer’s share of such costs shall not exceed \$12,500.
  - c. Developer will grant to City a temporary construction easement and permanent easement for ingress, egress and maintenance for the design and construction of a detention area on separate property Developer owns south of the expected flow of the drainage solution above. Said easement shall be used by the city in such a manner as to minimize disturbance of Butler Park I and II property owners.
  - d. A preliminary drainage plan is depicted and attached as Exhibit “B”.

4. Upon developer's payment to the city of its agreed share of costs and grant of the easements above for the comprehensive drainage solution contemplated herein, Developer shall bear no further responsibility, financial or otherwise, for drainage issues affecting Rowan Oak neighborhood.

5. All other conditions of the Real Estate Development Agreement of June 2, 2020, remain in full force and effect.

6. Council Approval. This Amended Real Estate Development Agreement has been approved by the Tupelo City Council on \_\_\_\_\_, 2022 and spread upon the minutes reflecting of that date.

So agreed this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

DEVELOPER \_\_\_\_\_

**TABLED**  
By: \_\_\_\_\_, its \_\_\_\_\_

CITY OF TUPELO, MISSISSIPPI

By: **Todd Jordan, its Mayor**

CITY OF TUPELO

LEE COUNTY, MISSISSIPPI

**REAL ESTATE DEVELOPMENT AGREEMENT**

This Real Estate Development Agreement ("Agreement") is entered this 25<sup>th</sup> day of Feb, 2010 ("Effective Date") by and between the City of Tupelo, Mississippi, ("City") by and through its governing authorities, and having an address of 71 East Troy Street, Tupelo, Mississippi 38804 and BUTLER PARK, LLC ("Developer") Mississippi business entities.

1. **Governing Authority.** This Development Agreement is governed by the City of Tupelo Development Code, effective November 1, 2013, particularly but not limited to Section 12.10 Subdivision and 12.11 Site Plan Review.
2. **Background.** Developer has submitted a preliminary plat for approval, and same has been approved by the Department of Development Services and the City of Tupelo Planning Committee. Before commencing construction the developer and owner, if applicable, must enter into a development agreement with and satisfactory to the Mayor and the City Council relative to all required public and private improvements, payment of fees, required securities, certification of insurance and any conditions placed on approval of the preliminary plat.
3. **General Conditions of Approval.** The City's approval of the preliminary plat and notice to proceed with construction is conditioned upon the following general conditions:
  - a. **Major site plan tenant permits:** Permits for completion of tenant spaces will not be issued until a certificate of compliance is issued for the site and primary building(s) if applicable, unless otherwise provided in this agreement.
  - b. **Major site plan continuing maintenance of private improvements:** The driveways, private streets, parking areas, traffic aisles, fire lanes, loading areas, exterior lighting, signage, internal crosswalks, curb stops, pedestrian facilities, and such other improvements depicted on the approved site plan, shall be considered as binding elements of the project in the same manner as the proposed buildings, landscaping, and other details. The applicant, his successors, assign, and/or subsequent owners and their agents shall be responsible for the continued maintenance of all such private improvements in accordance with the approved site plan.
  - c. **Major subdivision permits:** Permits for construction on individual lots will not be issued until a certificate of compliance is issued for the subdivision improvements as shown on construction plans and the preliminary plat, the plat has been recorded at the Chancery Clerk's office, and parcel numbers and E911 addresses have been received by the Department of Development Services, unless otherwise provided in this agreement.

APPENDIX K

APPENDIX G

d. *Major subdivision continuing maintenance of private improvements:* The applicant, his successors, assign, and/or subsequent owners and their agent shall be responsible for the continued maintenance of all private streets, common areas, stormwater management facilities, and other improvements not expressly dedicated for public use and maintenance.

4. Specific Conditions of Approval: The City's approval of the preliminary plat and notice to proceed with construction is conditioned upon the following special conditions:

Construction of all street, stormwater, and utility improvements shown in the construction plans as approved by the Department of Development Services.

5. Duration of Development Agreement. This agreement will become void unless developer commences construction within one year of the effective date or obtains a time extension pursuant to City's Development Code Section 12.10.22.


6. Release of Security. Upon completion of all required and proposed improvements specified in the agreement, City will authorize the release of ninety-percent (90%) of the security. The final ten percent (10%) will be released at the end of the required warranty period.

7. Warranty Period. Developer warrants any specified public improvements to be dedicated to and accepted by the City's Certificate of Initial Acceptance for a period of one year against any deficiencies in the improvements and agrees to repair same in accordance with 12.10.27 (3) and (4).

8. Final Plat Acceptance: Upon the release of the security as set forth in Section 12.10.25 Development Code, the City will give final approval to the plat and accept any dedicated public improvements for city maintenance.

9. Council Approval. This Agreement has been approved by the Tupelo City Council on June 2, 2020 and spread upon the minutes reflecting of that date.

So agreed this the 2nd day of June, 2020

<p><b>DEVELOPER</b> DocuSigned by:</p> <p><u>Robin Walton</u> D646597443B3107...</p> <p><u>Jonathan Robinson</u> F382180E3DE8482</p>	 <p>2/25/2020</p> <p>2/25/2020</p>
--	---

By: \_\_\_\_\_, its



**CITY OF TUPELO, MISSISSIPPI**

  
By: Jason L. Shelton, its Mayor

**TABLED**

APPENDIX K

APPENDIX G



APPENDIX G

**ORDINANCE REZONING PROPERTY AND AMENDING THE OFFICIAL ZONING  
MAP OF THE CITY OF TUPELO, MISSISSIPPI**

**Case No. RZ 22-02**

**Parcel #: 078B-28-010-00**

**WHEREAS**, a request was filed with the Department of Development Services to change the zoning on certain pieces of property; and

**WHEREAS**, the request was reviewed by the Tupelo Planning Committee, which reviewed and considered information regarding the rezoning and conducted a public hearing with notice sent to the surrounding property owners, at the Tupelo Planning Committee's regularly scheduled meeting on Monday, March 7, 2022; and

**WHEREAS**, the Tupelo Planning Committee recommended approval of the proposed zoning change at said meeting; and,

**WHEREAS**, the Tupelo City Council conducted a public hearing, with notice published in the Northeast Mississippi Daily Journal and sent to the surrounding property owners and posted on the property to be rezoned at least 7-days prior to said meeting, at its regularly scheduled meeting on Tuesday, May 17, 2022, to review and consider recommendations proposed by the Tupelo Planning Committee concerning the proposed zoning change at which time no sufficient protest was received; and

**WHEREAS**, the character of the neighborhood has changed to such an extent as to justify rezoning and that public need exists for rezoning; and

**WHEREAS**, the Tupelo City Council finds and determines that pursuant to the authority granted under Miss. Code Anno. Sec. 17-1-3 (1972 as amended), it is necessary to protect the public health, safety, morals and general welfare to amend the current Zoning Map, and the

provisions below are enacted pursuant to the procedures set forth in the Development Code of the City of Tupelo, and are necessary, fair and reasonable.

**NOW THEREFORE, BE IT ORDAINED** by the Tupelo City Council as follows:

1. The prefatory sentences, as findings of the Tupelo City Council are hereby incorporated herein.
2. The portions of the following described property which are currently zoned Medium Density Residential, (“MDR”), are hereby amended to be zoned Low Density Residential, (“LDR”):

Sixty (60) acres described as follows:

100 acres on the west side of the Northeast Quarter of Section 28, Township 9, Range 5 East, Lee County, Mississippi, except 40 acres on the north side, and being the same land as intended to be described in deed of record in Book 274, Page 316, deed records of said county.

LESS AND EXCEPT: Beginning at the Southwest corner of the Northeast Quarter of Section 28, Township 9 South, Range 5 East and run North 468.5 feet; thence run East 175 feet to the center line of a ditch; thence run along the center line of said ditch in a Southwesterly direction 506 feet to the South boundary of said Northeast Quarter; thence run West 27 feet to the Point of Beginning. Containing 1.1 acre, lying and being in the Northeast Quarter of Section 28, Township 9 South, Range 5 East, Lee County, Mississippi.

ALSO, LESS AND EXCEPT: Commencing at the Northwest corner of the Northeast Quarter of Section 28, Township 9 South, Range 5 East, Lee County, Mississippi; thence South 00 degrees 29 minutes 05 seconds East 1056.00 feet to the Southwest Corner of Southron Subdivision; thence North 89 degrees 13 minutes 03 seconds East along an old fence 1644.08 feet to an iron pin on an old fence; thence South 00 degrees 23 minutes 27 seconds East along said fence 674.00 feet to an iron pin, for a point of beginning; thence South 00 degrees 23 minutes 27 seconds East along said fence 295.20 feet to an iron pin; thence West 295.20 feet to an iron pin; thence East 295.20 feet to the point of beginning, and containing 2.00 acres lying and being in the Northeast Quarter of Section 28, Township 9 South, Range 5 East, City of Tupelo, Lee County, Mississippi.

3. The official Zoning Map shall be amended to reflect this change. The City Clerk shall cause this amendatory ordinance to be published according to law.

The foregoing ordinance was proposed in a motion by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, and after discussion, no council member having called for a reading, was brought to a vote as follows:

Councilmember Chad Mims voted	_____
Councilmember Lynn Bryan voted	_____
Councilmember Travis Beard voted	_____
Councilmember Nettie Davis voted	_____
Councilmember Buddy Palmer voted	_____
Councilmember Janet Gaston voted	_____
Councilmember Rosie Jones voted	_____

**WHEREUPON**, the Ordinance having received a majority of affirmative votes, the President of the Council declared that the Ordinance had been passed and adopted on this the 17<sup>th</sup> day of May, 2022.

**TABLED**  
CITY OF TUPELO, MISSISSIPPI

By: \_\_\_\_\_  
BUDDY PALMER, City Council President

ATTEST:

\_\_\_\_\_  
MISSY SHELTON, Clerk of the Council

APPROVED:

\_\_\_\_\_  
TODD JORDAN, Mayor

\_\_\_\_\_  
DATE



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Tanner Newman, Director of Development Services

**DATE** May 17, 2022

**SUBJECT:** IN THE MATTER OF REVIEW/APPROVE MAJOR SITE PLAN FOR BUTLER PARK PHASE II TN

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**Request:**

The Planning Committee recommended approval of the attached Major Site Plan for Butler Park Phase II under the stipulation that MDEQ reviewed the dam located on the property. The stipulation has been met by the developer.

**Attachments:**

1. Major Site Plan for Butler Park Phase II
2. Letter from MDEQ Dam Safety Division

1324 N. VETERANS BLVD.  
 TUPELO MS 38804  
 PHONE 662.840.9063  
 FAX 662.840.9064  
 180 MAGEE DRIVE  
 STREET PO BOX 811  
 PONTOTOC MS 38863  
 PHONE 662.489.1525  
 FAX 662.489.1725  
 WWW.CSI-MS.COM

PROJECT TITLE  
**BUTLER PARK  
 PHASE II  
 TUPELO, MS**

OWNER  
**WARREN**

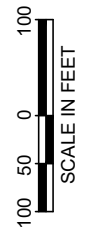
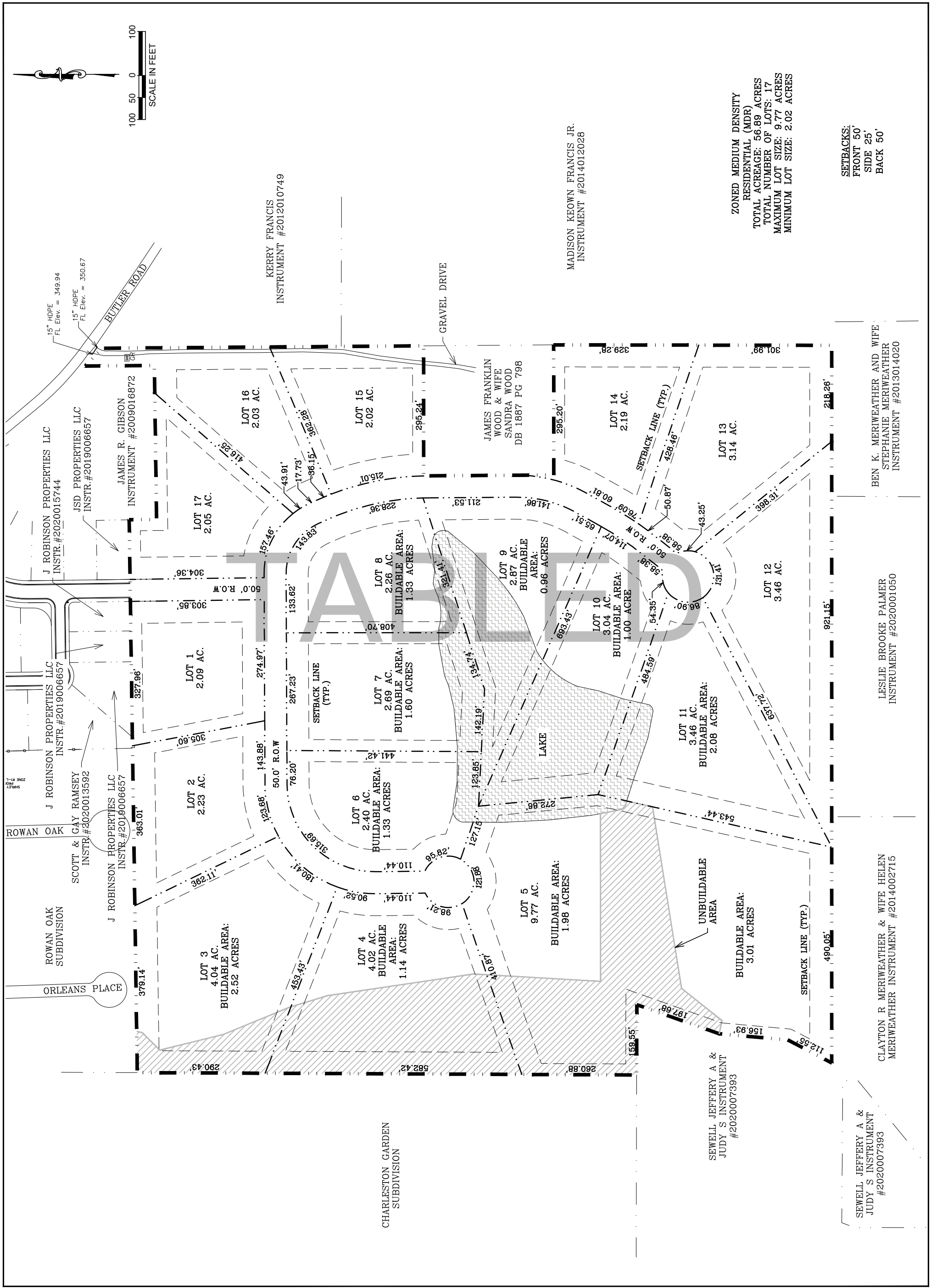
LOCATION  
**BUTLER ROAD  
 TUPELO, MS**

REVISIONS	
NO.	DATE
1	-
2	-
3	-
4	-

DWN BY	DW
CHK BY	CR
ISSUE DATE	FEBRUARY 2022

T21-325

SITE PLAN



ZONED MEDIUM DENSITY  
 RESIDENTIAL (MDR)  
 TOTAL ACREAGE: 56.89 ACRES  
 TOTAL NUMBER OF LOTS: 17  
 MAXIMUM LOT SIZE: 9.77 ACRES  
 MINIMUM LOT SIZE: 2.02 ACRES

SETBACKS:  
 FRONT 50'  
 SIDE 25'  
 BACK 50'

MADISON KEOWN FRANCIS JR.  
 INSTRUMENT #2014012028

BEN K. MERIWEATHER AND WIFE  
 STEPHANIE MERIWEATHER  
 INSTRUMENT #2013014020

LESLIE BROOKE PALMER  
 INSTRUMENT #2020001050

CLAYTON R MERIWEATHER & WIFE HELEN  
 MERIWEATHER INSTRUMENT #2014002715

SEWELL JEFFERY A &  
 JUDY S INSTRUMENT  
 #2020007393



STATE OF MISSISSIPPI  
TATE REEVES  
GOVERNOR  
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
CHRIS WELLS, EXECUTIVE DIRECTOR

April 26, 2022

Tupelo Planning Committee  
Tupelo City Hall  
71 East Troy Street  
Tupelo, MS 38804

Re: Dam Inspection – Proposed Butler Park Phase II  
Tupelo, Lee County, Mississippi

Dear Planning Committee,

The Mississippi Department of Environmental Quality (MDEQ) Dam Safety Division received a request from Randy Hathcock of Engineering Solutions, Inc. to review plans associated with the proposed Butler Park Phase II development and perform an inspection of the existing lake centered in the development. MDEQ performed an inspection of the 4.5-acre lake and associated dam on April 10, 2022. Photos from the inspection are enclosed. MDEQ concurs with Hathcock that the dam is below 8 feet in height, making the construction exempt from permitting requirements during the initial construction. This dam is currently considered a low hazard dam, because should the structure breach, the resulting failure would not result in the potential for loss of life or damage to substantial infrastructure. No permits would be required from our office regarding dam modifications unless the height of the dam is increased to more than 8 feet in height.

During inspection, MDEQ noted the following issues that should be addressed during development construction:

- Trees and shrubs are growing on the upstream and downstream slope of the dam. Their roots are damaging to the structure. The dam should be cleared of all woody vegetation.
- The front face of the dam has suffered minor wave wash erosion. This area should be regraded and thought given to placing erosion protection on the front face to prevent further erosion.
- The dam structure has a single spillway channel that appears degraded. MDEQ recommends the spillway channel be modified to ensure that the primary spillway structure that controls the water level in the dam be constructed of an erosion resistant material.
- Consideration should be made to ensure that any construction in proposed Lot 5 be elevated to ensure any construction would be above the resulting flood in the event of dam failure.

If you have any questions or comments regarding your construction project or dam related issues, please call me at (601) 961-5207.

Sincerely,

William McKercher P.E.  
Chief, Dam Safety Division

Enclosures



Butler Phase II - Tupelo, MS  
April 10, 2022 10:39:27 AM  
lat/long: 34.274, -88.780  
Altitude: 83.0  
Azimuth: -172.4 deg( S )

Saplings and brush growth on downstream slope.



TABLED

Butler Phase II - Tupelo, MS  
April 10, 2022 10:43:20 AM  
lat/long: 34.274, -88.780  
Altitude: 84.3  
Azimuth: 96.9 deg( ENE )

Poorly defined and degraded spillway.



Butler Phase II - Tupelo, MS  
April 10, 2022 10:44:32 AM  
lat/long: 34.273, -88.780  
Altitude: 84.4  
Azimuth: 106.1 deg(E)

551



Butler Phase II - Tupelo, MS  
April 10, 2022 10:36:47 AM  
lat/long: 34.272, -88.782  
Altitude: 78.4  
Azimuth: 168.6 deg(SE)



**CONTRACT**

THIS AGREEMENT, made this the 13th day of May, 2022, by and between **TUPELO, MISSISSIPPI** hereinafter called "OWNER" and Pavement Restorations, INC. doing business as (an Individual), (a Partnership), (a Limited Liability Company), or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of "AIR PARK ROAD SCRUB SEAL" hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT within 30 calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$113,900.<sup>00</sup> or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - A. This Agreement
  - B. Instruction to Bidders
  - C. General Conditions of Work dated March 1, 2022
  - D. Signed Copy of Proposal Form and Bidder's Certificate
  - E. Executed Non-Collusion Form and Compliance Statements
  - F. Executed Bid Bond
  - G. Contract
  - H. Executed Performance and Payment Bond
  - I. NSPE General Conditions
  - J. Special Contract Provisions
  - K. SPECIFICATIONS issued by **DABBS CORPORATION** and dated **MARCH 2022**.
  - L. ADDENDA:
    - No.      Dated
    - No.      Dated
    - No.      Dated
    - No.      Dated
  - M. All federal government conditions, specifications, regulations and requirements bound herein.

6. The CONTRACTOR agrees to abide by the following consequences for failure to complete the project within the time specified in the CONTRACT DOCUMENTS:
- A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated the sum of \$ 300.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$300.00 for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
  - B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
  - C. RIGHT OF SET-OFF - The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become due to the OWNER under any of the foregoing provisions.
7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
8. The CONTRACTOR agrees to allow the OWNER or a duly authorized representatives thereof, access to books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical access to records clause into all subcontracts.
9. The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
10. Attached hereto and made a part of this Contract is a Performance and Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

(\$113,900.<sup>00</sup>) ) one hundred thirteen thousand nine hundred dollars  
(not less than one hundred percent of Contract amount)

11. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 3 copies each of which shall be deemed an original on the date first above written.

CITY OF TUPELO / OWNER

BY: Todd Jordan  
NAME: TODD JORDAN  
TITLE: Mayor

ATTEST:

BY: Kim Hanna  
NAME: Kim Hanna  
TITLE: City Clerk

(SEAL)

CONTRACTOR

BY: Josh Coley  
NAME: Josh Coley  
TITLE: Vice President

ATTEST:

BY: Luke Bray  
NAME: Luke Bray  
TITLE: Project Manager



END OF SECTION  
F-3

APPENDIX J



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** John Quaka, Chief

**DATE** May 12, 2022

**SUBJECT:** IN THE MATTER OF AWARD OF BID NUMBER 2022-019PD **JQ**

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**Request:**

Please approve bid number 2022-019PD to Cannon Chevrolet Nissan in the amount of \$234,430.00. Only 1 bid was received.

**CITY OF TUPELO****(5) Police Tahoes**

Lot Specification Price per unit for (5) Tahoes per specifications  
 Lot Start Date / Time Apr 28, 2022 10:00 AM US/Central  
 Lot End Date / Time Apr 28, 2022 10:15 AM US/Central  
 Lot Duration 00:15 [hh:mm]

**(5) Police Tahoes per specifications (Price per Unit)**

Company	Bid Amount	Bidding Date / Time	IP Address
Cannon Chevrolet Nissan	\$46,886.00	Apr 28, 2022 10:02:12 AM US/Central	216.170.70.82

<b>Total Cost of 5 Tahoes</b>	<b>\$</b>	<b>234,430.00</b>
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John Park 5/5/22

**VENUE AGREEMENT**

DATE:

BETWEEN: LIVEBARN INC. ("LiveBarn")

and

City Of Tupelo/Tupelo Aquatic Center ("Venue Owner")

WHEREAS LiveBarn Inc. and Venue Owner wish to enter into this Agreement pursuant to which LiveBarn will install at Venue Owner's Swimming Pool described in the attached Schedule "A" (each being a "Swimming Pool") a fully automated sports broadcasting system for the delivery of live and/or on demand video and audio streaming to internet connected devices such as smartphones, computers or tablets (the "Automated Online Broadcast Service");

NOW, THEREFORE, in consideration for the mutual promises set out below, and for other good and valuable consideration acknowledged by the parties, LiveBarn and Venue Owner agree as follows:

### **1 AUTOMATED ONLINE BROADCAST SERVICE**

1.1 LiveBarn shall, at its own expense, install and maintain all hardware and software required for the operation and maintenance of the Automated Online Broadcast Service in regards to each Swimming Pool. The initial installation will occur within six months from the date of this Agreement (such six-month date being herein referred to as the "Latest Install Date"); it will be scheduled with the written approval (including email) of Venue Owner, and concurrently with the installation, LiveBarn will specifically explain to Venue Owner representative onsite exactly where any hardware or other components will be installed. Installation will then only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its installation. The initial installation for each Swimming Pool shall include up to one (1) computer, one (1) router, one (1) modem, between one (1) and three (3) power converters, and up to two (2) cameras to be placed on the side walls or on the beams or columns extending from the walls or roof, or on a backstop adjacent to the field. The internet connection and accompanying hardware shall be located adjacent to the respective Swimming Pool in a secure location with electrical power outlets. The exact selection of camera locations will be made after consideration for optimal broadcast quality and avoidance of any obstruction. Any modification to the installation will only be undertaken with the permission and process with Venue Owner as outlined above. Venue Owner shall assume the cost of electricity for the components installed in connection with this Agreement.

1.2 In addition LiveBarn shall, at its expense and upon Venue Owner's request, install one advertising management box adjacent to a TV screen that is provided by the Venue. The LiveBarn advertising management box will display a combination of LiveBarn highlights and a Live feed, as well as additional LiveBarn information.

1.3 Title to all hardware, software, and wiring shall remain in the name of LiveBarn.

1.4 All content broadcast using the Automated Online Broadcast Service, including the video and audio relating to all sports and recreational activities occurring on each Swimming Pool (collectively, the "Content"), will be made available to LiveBarn's subscribers on a monthly subscription basis, subject to sections 1.7 and 1.8 below. LiveBarn will determine the pricing for its offerings of the Automated Online Broadcast Service. From time-to-time LiveBarn may provide a free trial at its discretion.

1.5 Revenue generated from the Automated Online Broadcast Service will be the property of LiveBarn; however, LiveBarn will supply Venue Owner with a unique code to enable it to market and solicit new memberships for LiveBarn, for which LiveBarn will pay Venue Owner thirty percent (30%) of the revenues generated from these memberships over the full lifetime of these memberships, during the term of this Agreement. Venue Owner will be responsible for the cost and installation of a dedicated internet connection with a minimum of 15 MBS upload per Swimming Pool. LiveBarn will work together with Venue Owner in facilitating this process, and LiveBarn will be provided with internet account access for troubleshooting. If Venue Owner is unable or unwilling to provide a dedicated internet connection, LiveBarn will, at its own expense, install and maintain the internet bandwidth required, and the quarterly amount payable to Venue Owner will be offset by the cumulative amount paid by LiveBarn for the Venue local internet, defined for the purpose of this calculation at \$85 per month per installed Swimming Pool, however Venue Owner shall not be responsible for the outlay of any of this cost if the amount of revenue share owing to it is less than the calculation above. The above code will enable Venue Owner to solicit LiveBarn memberships by providing potential members with the attraction of a 10% discount. The above payments to Venue Owner will only apply to LiveBarn memberships originated with the unique code allocated to Venue Owner. LiveBarn will pay Venue Owner its revenue share within 30 days of the end of each calendar quarter. Venue Owner will provide a staff person to communicate with and receive LiveBarn's various local marketing initiatives (including social media) as described below.

1.6 LiveBarn shall be the exclusive owner of all rights in and to the Content, and shall have the exclusive right to broadcast the Content for all purposes and in any manner it determines in its sole discretion, including by providing its broadcast signal to national broadcasters and digital media distributors. Without limiting the foregoing, the Venue Owner acknowledges that online distributions of the Content from each Swimming Pool will be made available to all subscribers of the Automated Online Broadcast Service, subject to sections 1.7 and 1.8 below.

1.7 LiveBarn will provide Venue Owner with an exclusive online administrative password to enable Venue



## VENUE AGREEMENT

Owner in its discretion to “blackout” any particular dates or time periods from being broadcast on any selected Swimming Pool (the “Blackout Restrictions”).

1.8 LiveBarn will also provide Venue Owner with the ability in its discretion to restrict viewer access to any broadcasts from its Venue to a pre-selected potential audience for privacy purposes.

1.9 During the Term (as defined below), LiveBarn will provide Venue Owner with three (3) complimentary LiveBarn accounts for each Swimming Pool.

1.10 LiveBarn will hold Venue Owner harmless for any injuries to LiveBarn employees and agents in connection with their work.

### 2 TERM AND TERMINATION

2.1 The term of this Agreement commences on the date hereof and continues until the six-year anniversary of the Latest Install Date (the “Term”), and it will automatically renew for successive terms of two (2) years, unless either party notifies the other in writing of its intent to discontinue this Agreement at least ninety (90) days before the expiration of the then current term.

2.2 Notwithstanding the foregoing, but subject to Subsection 3.1 below, either party shall have the right to terminate this Agreement for any reason upon giving (90) days written notice to the other party.

2.3 Upon termination of this Agreement by expiration of the term or for any other cause, LiveBarn shall, at its own cost and expense, remove all hardware, software and wiring from Venue Owner's location.

2.4 Venue Owner shall have the right to terminate this Agreement if LiveBarn materially breaches this Agreement and the material breach is not cured to within forty (40) days after Venue Owner provides written notice which outlines such breach to LiveBarn.

### 3 EXCLUSIVITY

3.1 In consideration for the investment of time and expense incurred by LiveBarn to fulfill its obligations under this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Venue Owner hereby declares and agrees that for the initial period of six (6) years, and all renewal periods, from the commencement date of the Term, and notwithstanding the termination of this Agreement by the Venue Owner, for any reason, LiveBarn shall have the absolute exclusivity to broadcast Content from each of the Swimming Pools using unmanned operated cameras. This exclusivity shall not apply for the recording or broadcast of any content from the MHSAA North Half Championships and the MHSAA State Championships from each of the Swimming Pools. For greater certainty, the said exclusivity shall apply for the six

(6) year period even if the Venue Owner elects to terminate this Agreement pursuant to Subsection 2.2 above prior to the expiration of the Term.

3.2 The Venue Owner hereby declares and acknowledges that the foregoing exclusivity, including the term thereof, is reasonable in the circumstances, and that LiveBarn is relying upon such exclusivity in connection with the provision of the Automated Online Broadcast Service and that LiveBarn would not have entered into this Agreement without such exclusivity. However, the foregoing exclusivity shall not apply should LiveBarn cease operations or to the extent Venue Owner terminates this agreement in accordance with section 2.4.

3.3 Venue Owner acknowledges and agrees that, in the event of a breach or threatened breach by it of the provisions of Subsection 3.1 above, LiveBarn will have no adequate remedy in money or damages and, accordingly, shall be entitled to an injunction in a court of competent jurisdiction against such breach. However, no specification in this Agreement of any specific legal or equitable remedy shall be construed as a waiver or prohibition against any other legal or equitable remedies in the event of a breach of any of the provisions of this Agreement.

### 4 SUPPLY OF AUTOMATED ONLINE BROADCAST SERVICE

4.1 LiveBarn will use reasonable skill and care to make the Automated Online Broadcast Service available throughout the Term. Notwithstanding the foregoing, LiveBarn shall have no responsibility, liability, or obligation whatsoever to Venue Owner, or any other third party, for any interruptions of the Automated Online Broadcast Service.

4.2 LiveBarn may, without any liability to Venue Owner, suspend the supply of all or part of the Automated Online Broadcast Service upon giving Venue Owner notice. This would occur if the LiveBarn equipment is repeatedly damaged or LiveBarn is unable to obtain a sufficient internet signal to the venue.

4.3 The Venue Owner agrees to notify LiveBarn by email to [venuesupport@livebarn.com](mailto:venuesupport@livebarn.com) as soon as it becomes aware of any interruption or malfunction with the Automated Online Broadcast Service. Venue Owner will not be responsible for damage or malfunction of any equipment and LiveBarn will repair or replace at its cost any malfunctioning components which is required. Any required service visit by LiveBarn will be scheduled with the written approval (including email) of Venue Owner. LiveBarn will specifically explain the repair, replacement or service work to Venue Owner representative onsite and this work will only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its work.

4.4 From time to time there will be a need for on-site assistance from the Venue to perform basic troubleshooting and Venue Owner will be responsible to assist when necessary.

**VENUE AGREEMENT****5 NOTICE TO PUBLIC**

5.1 The Venue Owner agrees to post a notice at the entrance to its venue and inside each Swimming Pool, advising the public that the venue is monitored by video cameras for security, safety and commercial purposes, and participants waive any claim relating to the capture or public transmission of his/her participation while at the venue. LiveBarn will supply and post these notices during its initial installation and reserves the right to modify the language contained therein from time to time, in its sole discretion, to satisfy its legal obligations.

5.2 In all agreements with parties for usage of the Venue, Venue Owner will include provisions both disclosing the existence of LiveBarn broadcasting at the Venue and requiring such parties to notify all their users of the Venue of this.

**6 MARKETING**

6.1 Venue Owner agrees to promote LiveBarn through all available avenues discussed in this section, understanding that it is in Venue's best interest financially to market LiveBarn to their customers and patrons. LiveBarn will also provide, at its expense, a minimum of one (1) 2.5 x 6' color printed standing banner, branded with Venue Owner's unique code described in Subsection 1.5, to be displayed within Venue Owner's lobby in a prominent location. Venue Owner understands that failure to comply and make reasonable promotion and marketing efforts will result in lower revenue share payments to Venue Owner.

6.2 Venue Owner will provide a marketing contact person (s) who will be responsible for interacting with LiveBarn and becoming knowledgeable about the various LiveBarn marketing and promotion initiatives. Upon installation of LiveBarn, Venue Owner will make said contact available for a 30 minute video web session, serving as an orientation into all of the best practices for introducing and promoting LiveBarn. This person will subsequently be responsible for implementing promotion and marketing initiatives to Venue's customers and patrons.

6.3 Venue Owner will place a LiveBarn banner or link on their website with a backlink and embedded demo video where possible. Venue Owner will do the same with any organizations, associations, clubs and affiliates that it owns that use their facility.

6.4 Venue Owner will announce the LiveBarn installation as well as embed any demo video on all of their social media networks. Venue Owner will also like and follow LiveBarn on said social media networks as well as share content when tagged, acknowledging that this will only be used when venue is directly involved with any video shared. Venue Owner will do the same with any organizations, associations, clubs, affiliates that it owns that use their facility.

**7 GENERAL**

7.1 Any amendment to this Agreement must be in writing and signed by both parties.

7.2 Although LiveBarn will remain liable for its obligations hereunder, LiveBarn shall be permitted to use agents and subcontracts to perform its installation, maintenance and repair obligations hereunder.

7.3 The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

7.4 If any part of this Agreement is held to be invalid or unenforceable, that part will be severed and the rest of the Agreement will remain in force. Headings herein are for reference only.

7.5 LiveBarn hereby represents that it maintains \$2,000,000 of General Liability Insurance, \$2,000,000 in Media Coverage Insurance and \$2,000,000 in Cyber Insurance, and that upon execution of this Agreement Venue Owner will become a Certificate Holder, with its name and location included in such insurance policies.

7.6 All notices required under this Agreement must be given in writing and by email to LiveBarn at [venuesupport@livebarn.com](mailto:venuesupport@livebarn.com), [fmiller@livebarn.com](mailto:fmiller@livebarn.com), [ray@livebarn.com](mailto:ray@livebarn.com), and to Venue Owner at its address listed herein. Either party may change its address from time to time by providing notice of such change to the other party.

7.7 This Agreement describes the entire understanding and agreement of the parties, and supersedes all oral and written agreements or understandings between them related to its subject matter.

7.8 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together will be deemed to be one instrument.

7.9 This Agreement is governed by and will be interpreted under the laws of the State and Federal Courts having jurisdiction within the city of Tupelo, Lee County, Mississippi.

7.10 Each party shall keep the terms contained herein confidential and neither of its directors, officers, employees, agents or representatives, where applicable, shall disclose the terms contained herein without the express written consent of the other party, unless such disclosure is required by applicable law.

7.11 Venue Owner will not be liable to LiveBarn by reason of inconvenience or annoyance for any damages or lost revenue due to power loss or shortage, mechanical breakdown, structural damage,

## VENUE AGREEMENT

roof collapse, fire, flood, renovations, improvements, alterations, or closure of the facility by it or any regulatory agency.

7.12 LiveBarn consents to Venue Owner promoting in its marketing materials that LiveBarn supplies it with the LiveBarn installed product.

7.13 This contract is made subject to the provisions of the city of Tupelo Mandatory Addendum (August 2019) attached as Exhibit "A".

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date and at the place first above mentioned.

LIVEBARN INC.

Per:

Ray Giroux, COO 4/25/22

VENUE OWNER

Per:

Print Name:

Date:

**PLEASE FILL OUT SCHEDULE A**



## VENUE AGREEMENT

### SCHEDULE A

**Venue Name and Address:**

Tupelo Aquatic Center  
 692 North Veteran Blvd.  
 Tupelo, MS 38804

Please use a check mark to choose which ISP solution will be utilized per paragraph 1.5.

LiveBarn provided internet

Venue provided internet

Regardless of solution above, provide the name of your current Internet Service Provider: \_\_\_\_\_

**Name of Each Swimming Pool:**

(i.e. Pool #1 or Main Competition Pool)

Comp Pool

We require one point of contact to initiate communication with for each venue. This person will receive a request to complete an online form that gathers information about the venue and points of contact.

**Primary Contact - Venue General Manager or Decision Maker:**

Name: Amy Kennedy

Work Number: (662) 840-3768

Cell Phone:

Email Address:

[Amy.kennedy@tupeloms.gov](mailto:Amy.kennedy@tupeloms.gov)

**9 Digit Tax Id # (EIN):** 64-6001140

We require the Tax ID number in order to ship hardware from Canada to the USA (This helps speed up the shipping and installation process).



## VENUE AGREEMENT

### EXHIBIT A

Mandatory Addendum to All City  
of Tupelo Contracts June 2015

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not waive any claim; past, present, or future.  
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.  
Miss. Code Ann. § 11-46-1, et seq.
3. TUPELO does not waive its Constitutional Eleventh (11<sup>th</sup>) Amendment immunity.  
U.S. Const. Amend. XI.
4. TUPELO does not agree to the application of laws of another state.  
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
5. TUPELO does not agree to situs of jurisdiction or venue of suits being other than Lee County, Mississippi or the Northern District of Mississippi, United States District Court.  
Miss. Code Anno. 11-45-25.
6. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
7. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.  
Miss. Code Anno. 11-45-25.
8. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.  
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. §15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
9. TUPELO does not agree to submit to binding arbitration.  
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
10. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.  
Miss. Code Ann. § 31-7-305.
11. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or



## VENUE AGREEMENT

reproduction.

Miss. Code Anno. § 25-61-9 (7).

12. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.  
 Miss. Code Anno. § 25-61-9 (1).
13. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to:
  - (a) Collect, process, store, and retrieve information which is exempt;
  - (b) Control and direct access authorizations and security measures for automated systems;
  - (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.
 Miss. Code Anno. § 25-61-9 (6).
14. In compliance with the Mississippi Accountability and Transparency Act of 2008, all payments made by TUPELO will be posted on a public website. The information posted will include: the date of payment, vendor name, vendor's city and state and the payment amount. The release of any such information supersedes any applicable non-disclosure or confidentiality obligations of TUPELO.  
 Miss. Code Ann. §§ 27-104-151 to 159.
15. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act.  
 Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.
16. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.  
 MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011) (both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002)).
17. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.  
 Miss. Code Anno. 21-27-1
18. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.  
 MS AG Ops. 2012-00013



Parks Advisory Board and  
Sports Council Meeting  
February 8, 2022



Advisory Members Present

Robin Faucette, Ward 1  
Mike Maynard, Ward 2  
Cheryl Dexter, Ward 6  
Mattie Mabry, Ward 7  
Jim Ingram, President TSC

Advisory Member Absent

Vacant, Ward 3  
Boyce Grayson, Ward 4  
Davey Cole, Ward 5

Staff Present

Alex Farned, Director  
Deana Carlock, Office Manager  
Amy Kennedy, Aquatic Director  
Leesha Faulkner, Oren Dunn Museum Curator  
Leigh Ann Mattox, Recreation Director  
Ben Haas, Sports Director  
Laura Kramer, Sports Director  
Janet Gaston, City Council Representative

Staff Absent

Chris Edmondson, Sports Director  
Chad Mims, City Council Representative

1. Robin Faucette called the meeting to order.
2. Mike Maynard made the motion to approve the agenda with Cheryl Dexter making the second. Pass unanimously.
3. Cheryl made the motion to accept the minutes with Jim Ingram making the second. Pass unanimously.
4. Mattie Mabry made the motion to accept the treasure report with Cheryl making the second. Pass unanimously.
5. Member Reports
  - a. Tupelo Youth Soccer Association – Report received.
  - b. Tupelo Youth Baseball Association – Report received.
  - c. Tupelo Softball Association – Report received.
  - d. Tupelo Basketball Association – Report received.
  - e. Tupelo Tennis Association – Report received.
  - f. Tupelo Therapeutic Recreation Association – Report received.
  - g. Tupelo Aquatic Club – Report received.
  - h. Tupelo Disc Golf Association – Report received.
  - i. Tupelo Skate Park Association – Report received.
  - j. Tupelo Flag Football Association – Report received.
  - k. Friends of the Park – Report received.
  - l. Tupelo Fourth of July Celebration Association – Report received.
  - m. Veterans Council – Report received.

6. The Board was updated on the 2021 Economic Impact for the City of Tupelo.
7. The Board was updated on the Cameras in the Park.
8. The Board was updated on the Bel Air Renovations.
9. The Board was updated on the Skate Park project.
10. The Board was updated on all of the drainage issues at Ballard Park.
11. Cheryl made a motion to adjourn with Mike making the second. Pass unanimously.



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Robin Faucette – Chairman of Tupelo Parks Advisory Board

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Jim Ingram –President of Tupelo Sports Council

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Alex Farned – Director of Tupelo Parks and Recreation





Parks Advisory Board and  
Sports Council Meeting  
March 8, 2022



Advisory Members Present

Robin Faucette, Ward 1  
Mike Maynard, Ward 2  
Davey Cole, Ward 5  
Jim Ingram, President TSC

Advisory Member Absent

Vacant, Ward 3  
Boyce Grayson, Ward 4  
Cheryl Dexter, Ward 6  
Mattie Mabry, Ward 7

Staff Present


Alex Farned, Director  
Deana Carlock, Office Manager  
Amy Kennedy, Aquatic Director  
Leigh Ann Mattox, Recreation Director  
Ben Haas, Sports Director  
Laura Kramer, Sports Director  
Chris Edmondson, Sports Director  
Janet Gaston, City Council Representative

Staff Absent

Leesha Faulkner, Oren Dunn Museum Curator  
Chad Mims, City Council Representative

1. Robin Faucette called the meeting to order.
2. Jim Ingram made the motion to approve the agenda with Mike Maynard making the second. Pass unanimously.
3. Jim made the motion to accept the minutes with Mike making the second. Pass unanimously.
4. Jim made the motion to accept the treasure report with Mike making the second. Pass unanimously.
5. Member Reports
  - a. Tupelo Youth Soccer Association – Report received.
  - b. Tupelo Youth Baseball Association – Report received.
  - c. Tupelo Softball Association – Report received.
  - d. Tupelo Basketball Association – Report received.
  - e. Tupelo Tennis Association – Report received.
  - f. Tupelo Therapeutic Recreation Association – Report received.
  - g. Tupelo Aquatic Club – Report received.
  - h. Tupelo Disc Golf Association – Report received.
  - i. Tupelo Skate Park Association – Report received.
  - j. Tupelo Flag Football Association – Report received.
  - k. Friends of the Park – Report received.
  - l. Tupelo Fourth of July Celebration Association – Report received.
  - m. Veterans Council – Report received.
  - n. Oren Dun Museum Association

6. The Board was updated on the Bel Air Renovations<sup>587</sup>.
7. The Board was updated on the Skate Park project.
8. The Board was updated on all of the drainage issues at Ballard Park.
9. The Board was informed about the process for Capital Projects Requests.
10. The Board was provided a calendar of events.
11. Jim made a motion to approve the rental for the National Federation of the Blind Tupelo Chapter with Mike making the second. Pass unanimously.
12. Cheryl made a motion to adjourn with Mike making the second. Pass unanimously.



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Robin Faucette – Chairman of Tupelo Parks Advisory Board

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Jim Ingram –President of Tupelo Sports Council

---

Alex Farned – Director of Tupelo Parks and Recreation



Tupelo Convention & Visitors Bureau Board Meeting  
Tuesday, May 3, 2022

The Tupelo Convention & Visitors Bureau met Tuesday, March 3, 2022, at 2 p.m. in the Tupelo CVB board room. Board members present were Neal McCoy, Louis Britton, Stephanie Browning and Leslie Nabors. Tupelo CVB staff members present were Jennie Bradford Curlee, Brian Rucker, and Stephanie Moody-Coomer. Nettie Davis represented the Tupelo City Council.

Neal McCoy called the meeting to order at 2:03 p.m.

Leslie Nabors moved for approval of the agenda, Louis Britton seconded. All voting aye, the motion carried.

Louis Britton moved for approval of the minutes from the board meeting held in March, 2022. Leslie Nabors seconded approval of the minutes. All voting aye, the motion carried.

Neal McCoy presented the financial report.

Brian Rucker, Jennie Bradford Curlee and Stephanie Moody-Coomer presented staff reports.

The meeting adjourned at 2:49 p.m.

Submitted by:

---

Neal McCoy, Executive Director



Tupelo Coliseum Commission  
Regular Meeting Minutes  
March 21, 2022

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, March 21, 2022, at 3:00 p.m. in the Commerce Room with the following present:

Chair Nat Grubbs  
Vice Chair Neal McCoy  
Commission Secretary Cindy Murphy  
Commissioner Jonathan Waller  
Commissioner Yvette Crump

Representatives of the City of Tupelo Present:

Kevan Kirkpatrick –Executive Director -BancorpSouth Arena and Conference Center  
Kim Hanna- Tupelo Chief Financial Officer  
Buddy Palmer -City Council

Chair Nat Grubbs called the meeting to order at 3:00 p.m.

**Approval of Minutes from February 28, 2022 Regular Meeting Minutes**

Vice Chair Neal McCoy made a motion to approve the minutes from February 28, 2022, as written seconded by Commission Secretary Cindy Murphy. All commission members voting aye, the motion passed.

**Financial Report**

Kim Hanna discussed the financial report.

**New Business**

Kevan updated us on the SVOG spending.

**Director's Report**

Kevan discussed our past events in March. We had GVF rehearsing from March 3<sup>rd</sup>-7<sup>th</sup>, Hot Wheels Monster Truck 12<sup>th</sup>-13<sup>th</sup>, MS State Gymnastics from the 17<sup>th</sup>-20<sup>th</sup> and 14 meeting events. Kevan also discussed our upcoming events, we have Taste of Tupelo on March 31<sup>st</sup>, 3 Doors Down April 1<sup>st</sup>, Cody Johnson on the 8<sup>th</sup> and 25 meeting events.

**Old Business:**

None was discussed



**Beverage Approval:**

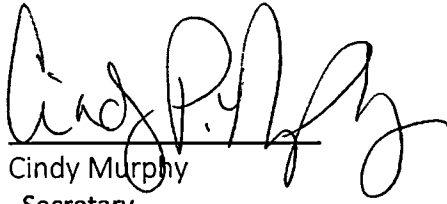
Beverage approval for Taste of Tupelo, 3 Doors Down, and Cody Johnson was discussed. Commissioner Jonathan Waller made a motion to approve and was seconded by Commission Secretary Cindy Murphy. All commission members voting aye, the motion passed.

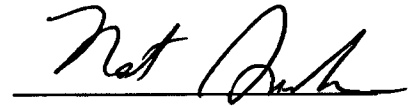
**Check Approval:**

Chair Nat Grubbs asked for a motion to approve the checks from February. Vice Chair Neal McCoy made a motion to approve, seconded by Commission Jonathan Waller. All commissioners voted aye; the motion passed.

**Adjournment:**

Vice Chair Neal McCoy adjourned the meeting at approximately 3:25 p.m.

  
Cindy Murphy  
Secretary

  
Nat Grubbs  
Chair



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Johnny Timmons, Manager TW&L  
**DATE** May 11, 2022  
**SUBJECT:** IN THE MATTER OF AWARD OF BID # 2022-018WL JT

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### Request:

I recommend the following bid award for consideration at your regular meeting on Tuesday, May 17, 2022:

**Bid No. 2022-018WL** – LED Luminaires (6 Month Supply Bid) to the low qualified bids as indicated on the attached bid tabulation with the following explanation:

Items 1, 3 and 4 – Although All-Phase Electric Supply provided the lowest price on these items, the luminaires they offer do not meet our required lumens specifications.

**TUPELO WATER & LIGHT DEPARTMENT  
 BID TABULATION - LED LUMINAIRES  
 BID NO. 2022-018WL  
 APRIL 21, 2022**

Item	Product	Vendors		
		Stuart C. Irby	Arkansas Electric	All-Phase Electric Supply
1	<u>LED Luminaires (6 Month Supply Bid)</u> 8000 Lumens Multi-Volt 120/277 Type 5 Distribution 10kV/5kA Surge Protection Tool-Less Entry	\$109.90	No Bid	\$97.00
2	230 Watts 35150 Lumens Multi-Volt 120/277 Type 3 Distribution 4000K 10kV Surge Protection Color: Gray	No Bid	\$288.00	\$410.00
3	270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Bronze	No Bid	\$570.00	\$325.00
4	270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Gray	No Bid	\$570.00	\$394.00

**LED Luminaires  
6-MONTH SUPPLY BID  
Bid # 2022-018WL**

**I. GENERAL**

The City of Tupelo will accept competitive sealed proposals until **10:00 AM, April 14, 2022**, at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804. All proposals must be equal in performance and quality to the specifications.

If City Hall is closed for business at the time of the deadline, proposals will be accepted and opened on the next business day of the City, at the originally scheduled hour.

**II. TECHNICAL SPECIFICATIONS & BID FORM**

The City of Tupelo will be accepting proposals for LED Luminaires. This is a six (6) month supply bid.

<b>Specifications</b>	<b>Unit Price</b>
<p><b>Item 1:</b> 8000 Lumens Multi-Volt 120/277 Type 5 Distribution 10kV/5kA Surge Protection Tool-Less Entry (Equal or equivalent to American Electric WL1-D-PRM-D5-MP-TL) ****NEW # WLT-D-MVOLT-D5-4K-UA-MP-TB-P3-TL-IG****</p>	\$109.90/EA
<p><b>Item 2:</b> 230 Watts 35150 Lumens Multi-Volt 120/277 Type 3 Distribution 4000K 10kV Surge Protection, Color: Gray (Equal or equivalent to Howard Lighting LRL1SMV34KGY1P7N)</p>	
<p><b>Item 3:</b> 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Bronze (Equal or equivalent to Howard Lighting UFAMD74YB2R7NA)</p>	
<p><b>Item 4:</b> 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Gray (Equal or equivalent to Howard Lighting UFAMD74YG2R7NA)</p>	



**BIDDER INFORMATION FORM**

**LED Luminaires  
6-MONTH SUPPLY BID  
BID # 2022-018WL**

The undersigned proposes to provide water materials which meet the specifications provided. The undersigned certifies that the minimum specifications, terms and conditions contained in this BID have been considered and understood. By submitting a proposal, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: 1 DATE: 1/14/22  
NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

**BIDDER INFORMATION:**

Company Name: IRBY

Company Representative: ANNA STANZIONE

Title: \_\_\_\_\_

**Business Address:**

Street: 815 IRBY DRIVE

City: JACKSON State: MS. Zip: 39201

Signature of Bidder: *Anna Stanzone*

Date: 4/18/22

Arkansas Electric Cooperative Inc.

One Cooperative Way

Little Rock, AR 72219

Attn: Wayne Garner

Phone: 601-964-1202

Email: [Wayne.Garner@aeci.com](mailto:Wayne.Garner@aeci.com)

City of Tupelo Water and Light

320 North Front Street

Tupelo, MS 38804

Bid # 2022-018WL LED Luminaires 6-Month Supply Bid

Item#1 NO BID

Item#2

LRL1SMV34KGY1P7N	Howard Lighting 230W 120/277 Gray Light	288.00/each
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Item#3

UFAMD74YB2R7NA	Howard Lighting 270W 120/277 Bronze Light	570.00/each
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Item#4

UFAMD74YG2R7NA	Howard Lighting 270W 120/277 Gray Light	570.00/each
----------------	---	-------------

\*\*We will try to hold the pricing as long as possible but due to the volatility with material and transportation costs, pricing is subject to change.

Thank you for the opportunity,

Wayne Garner

**LED Luminaires  
6-MONTH SUPPLY BID  
Bid # 2022-018WL**

**I. GENERAL**

The City of Tupelo will accept competitive sealed proposals until **10:00 AM, April 14, 2022**, at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804. All proposals must be equal in performance and quality to the specifications.

If City Hall is closed for business at the time of the deadline, proposals will be accepted and opened on the next business day of the City, at the originally scheduled hour.

**II. TECHNICAL SPECIFICATIONS & BID FORM**

The City of Tupelo will be accepting proposals for LED Luminaires. This is a six (6) month supply bid.

Specifications	Unit Price
Item 1: 8000 Lumens Multi-Volt 120/277 Type 5 Distribution 10kV/5kA Surge Protection Tool-Less Entry (Equal or equivalent to American Electric WL1-D-PRM-D5-MP-TL)	\$ 97.00 10 Year Warranty
Item 2: 230 Watts 35150 Lumens Multi-Volt 120/277 Type 3 Distribution 4000K 10kV Surge Protection, Color: Gray (Equal or equivalent to Howard Lighting LRL1SMV34KGY1P7N)	\$ 410.00
Item 3: 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Bronze (Equal or equivalent to Howard Lighting UFAMD74YB2R7NA)	\$ 325.00
Item 4: 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Gray (Equal or equivalent to Howard Lighting UFAMD74YG2R7NA)	\$ 394.00

\* Spec Sheets for equals included.

**BIDDER INFORMATION FORM**

**LED Luminaires  
6-MONTH SUPPLY BID  
BID # 2022-018WL**

The undersigned proposes to provide water materials which meet the specifications provided. The undersigned certifies that the minimum specifications, terms and conditions contained in this BID have been considered and understood. By submitting a proposal, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: <u>2022-018WL</u>	DATE: <u>4/20/22</u>
NUMBER: <u>Addendum 1</u>	DATE: <u>4/20/22</u>
NUMBER: _____	DATE: _____

**BIDDER INFORMATION:**

Company Name: All - Phase Electric Supply

Company Representative: Robert Lloyd

Title: Outside Sales

**Business Address:**

Street: 3420 25th Ave.

City: Gulfport State: MS Zip: 39501

Signature of Bidder: RFL

Date: 4/20/22

PROJECT:	_____
CATALOG #:	_____
FIXTURE TYPE:	_____
NOTES:	_____

# UDD Dusk to Dawn Gen 3



DLC 5.0



## PERFORMANCE INFORMATION

SERIES NUMBER	WATT	LUMENS	CCT
UDD 65 G3 4K	45W	6,150	4000K
UDD 65 G3 5K	45W	6,200	5000K
UDD 90 G3 4K	65W	8,650	4000K
UDD 90 G3 5K	65W	8,800	5000K
UDD 125 G3 4K	90W	12,200	4000K
UDD 125 G3 5K	90W	12,200	5000K

The *UDD Dusk to Dawn Series Gen 3* area luminaire delivers unmatched light output and functionality that is ideal for a wide range of applications. This improved design includes an upgrade to SMD LED module to provide a higher lumen package, mounting plate for faster and easier wall mount installation, and new lens design to reduce glare. This upgraded luminaire delivers a wide uniform distribution with excellent vertical illumination for maximum light coverage. Twist-lock photocell is included with each luminaire. 3000K option is available.

### APPLICATIONS

Barns, Perimeter Area Lighting, Loading Platforms, Boat Docks, Security Lighting, etc.

### REPLACEMENT

175W MH – 250W MH

### OPTIONS



Dark Bronze Arm Mount



Silver Arm Mount

## ORDERING GUIDE

EXAMPLE: UDD 65 G3 5K S

Luminaire Type	Lumen Output	Generation	Voltage	CCT*	Finish	Options
<input type="checkbox"/> <b>UDD</b> Dusk to Dawn	<input type="checkbox"/> <b>65</b> 6,200 Lumens <input type="checkbox"/> <b>90</b> 8,800 Lumens <input type="checkbox"/> <b>125</b> 12,200 Lumens	<input type="checkbox"/> <b>G3</b>	<input type="checkbox"/> <b>BLANK=</b> 120-277V	<input type="checkbox"/> <b>4K</b> 4000K <input type="checkbox"/> <b>5K</b> 5000K	<input type="checkbox"/> <b>BLANK=</b> Dark Bronze <input type="checkbox"/> <b>S=</b> Silver <input type="checkbox"/> <b>C**</b> =Custom color	<input type="checkbox"/> <b>BLANK=</b> Twist-lock Photocell <input type="checkbox"/> <b>UDD-AM=</b> Silver Arm Mount Kit <input type="checkbox"/> <b>UDD-AMD=</b> Dark Bronze Arm Mount Kit

\*3000K option available. Please call sales.  
 \*\*For custom colors, please call sales.

Due to continuous product improvements, specification and/or equipment updates may change without notice.

PROJECT: \_\_\_\_\_  
 CATALOG #: \_\_\_\_\_  
 FIXTURE TYPE: \_\_\_\_\_  
 NOTES: \_\_\_\_\_

# FF Flat Flood Light Series Gen 3



FFM Medium

Images are shown for illustration purpose only.

The **FF Flat Flood Light Series Gen 3** comes in two sizes medium and large with a wider range of lumens between 14,200 to 50,000. This versatile luminaire features a true wide flood light lens for superior target illumination, uniformity and spacing. This luminaire has different mounting options, photocell, and motion sensors for efficiency and greater energy savings.

## APPLICATIONS

Building Facades, Display Lighting, Landscaping, Security Lighting, Parking Areas, Perimeter Lighting, Walkways, etc.

## REPLACEMENT

FFM: 250W-400W MH

FFL: 750W-1000W MH

## MOUNTING & OPTIONS



AL-SPAR



AL-WMB



AL-SFD



AL-T



PC-1



PC-2



MS-FSP-212/211/221B



L3/L7



MS-FSIR-100



MS-LPS-202



## PERFORMANCE INFORMATION

SERIES NUMBER	WATT	LUMENS	CCT
FFM 140 WFL G3 5K	100W	14,200	5000K
FFM 210 WFL G3 5K	150W	21,200	5000K
FFM 280 WFL G3 5K	200W	28,000	5000K
FFL 340 WFL G3 5K	240W	34,000	5000K
FFL 430 WFL G3 5K	300W	42,500	5000K
FFL 510 WFL G3 5K	350W	50,000	5000K

## ORDERING GUIDE

EXAMPLE: FFM 140 WFL G3 5K

Luminaire Type	Size	Lumen Output	Dist. Type	Generation	Voltage	CCT	Finish	Mount	Options
<input type="checkbox"/> <b>FF</b> Flat Flood Light	<input type="checkbox"/> <b>M=</b> Medium	<input type="checkbox"/> <b>140</b> 14,200 Lumens <input type="checkbox"/> <b>210</b> 21,200 Lumens <input type="checkbox"/> <b>280</b> 28,000 Lumens	<input type="checkbox"/> <b>WFL=</b> Wide Flood Light	<input type="checkbox"/> <b>G3</b>	<input type="checkbox"/> <b>BLANK=</b> 120-277V <input type="checkbox"/> <b>HVU=</b> 347-480V	<input type="checkbox"/> <b>4K</b> 4000K <input type="checkbox"/> <b>5K</b> 5000K	<input type="checkbox"/> <b>BLANK=</b> Dark Bronze <input type="checkbox"/> <b>C*=</b> Custom	<input type="checkbox"/> <b>AL-SPAR=</b> Square and Round Pole Mount <input type="checkbox"/> <b>AL-WMB=</b> Wall Mount <input type="checkbox"/> <b>AL-SFD=</b> Slipfitter Mount <input type="checkbox"/> <b>AL-SFD-P1=</b> Slipfitter Mount with PC <input type="checkbox"/> <b>AL-T=</b> Trunnion Mount	<input type="checkbox"/> <b>BLANK=</b> No Option <input type="checkbox"/> <b>PC-1=</b> Twist-lock Photocell (120-277V) <input type="checkbox"/> <b>PC-2=</b> Twist-lock Photocell (327-480V) <input type="checkbox"/> <b>PC-3=</b> 7-Pin Receptacle <input type="checkbox"/> <b>MS-FSP-212=</b> Motion Sensor (Choose 1) <input type="checkbox"/> <b>L3=</b> 40' diameter lens (Max 20ft Mounting Height) <input type="checkbox"/> <b>L7=</b> 100' diameter lens (Max 40ft Mounting Height) <input type="checkbox"/> <b>MS-FSP-211=</b> Motion Sensor (Choose 1) <input type="checkbox"/> <b>L3=</b> 40' diameter lens (Max 20ft Mounting Height) <input type="checkbox"/> <b>L7=</b> 100' diameter lens (Max 40ft Mounting Height) <input type="checkbox"/> <b>MS-FSP-221B=</b> Motion Sensor (Choose 1) <input type="checkbox"/> <b>L3=</b> 2x lens (Max 20ft Mounting Height) <input type="checkbox"/> <b>L7=</b> 2.5x lens (Max 40ft Mounting Height) <input type="checkbox"/> <b>MS-FSIR-100=</b> Wireless Commissioning Tool for MS-FSP-221B <input type="checkbox"/> <b>MS-LPS-202-L3=</b> PIR Motion Sensor with 360° L3 Lens (Max 40ft Mounting Height) <input type="checkbox"/> <b>ALM-EGS=</b> External Glare Shield for Medium Area Light, Dark Bronze <input type="checkbox"/> <b>ALL-EGS=</b> External Glare Shield for Large Area Light, Dark Bronze
	<input type="checkbox"/> <b>L=</b> Large	<input type="checkbox"/> <b>340</b> 34,000 Lumens <input type="checkbox"/> <b>430</b> 42,500 Lumens <input type="checkbox"/> <b>510</b> 50,000 Lumens							

Due to continuous product improvements, specification and/or equipment updates may change without notice.

PROJECT: \_\_\_\_\_  
 CATALOG #: \_\_\_\_\_  
 FIXTURE TYPE: \_\_\_\_\_  
 NOTES: \_\_\_\_\_

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FFM Medium

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## APPLICATIONS

Building Facades, Display Lighting, Landscaping, Security Lighting, Parking Areas, Perimeter Lighting, Walkways, etc.

## REPLACEMENT

FFM: 250W-400W MH

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## MOUNTING & OPTIONS



AL-SPAR



AL-WMB



AL-SFD



AL-T



PC-1



PC-2



MS-FSP-212/211/221B



L3/L7



MS-FSIR-100



MS-LPS-202



## PERFORMANCE INFORMATION

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FFL 340 WFL G3 5K	240W	34,000	5000K
FFL 430 WFL G3 5K	300W	42,500	5000K
FFL 510 WFL G3 5K	350W	50,000	5000K

## ORDERING GUIDE

EXAMPLE: FFM 140 WFL G3 5K

Luminaire Type	Size	Lumen Output	Dist. Type	Generation	Voltage	CCT	Finish	Mount	Options
<input type="checkbox"/> <b>FF</b> Flat Flood Light	<input type="checkbox"/> <b>M=</b> Medium	<input type="checkbox"/> <b>140</b> 14,200 Lumens <input type="checkbox"/> <b>210</b> 21,200 Lumens <input type="checkbox"/> <b>280</b> 28,000 Lumens	<input type="checkbox"/> <b>WFL=</b> Wide Flood Light	<input type="checkbox"/> <b>G3</b>	<input type="checkbox"/> <b>BLANK=</b> 120-277V <input type="checkbox"/> <b>HVU=</b> 347-480V	<input type="checkbox"/> <b>4K</b> 4000K <input type="checkbox"/> <b>5K</b> 5000K	<input type="checkbox"/> <b>BLANK=</b> Dark Bronze <input type="checkbox"/> <b>C*=</b> Custom	<input type="checkbox"/> <b>AL-SPAR=</b> Square and Round Pole Mount <input type="checkbox"/> <b>AL-WMB=</b> Wall Mount <input type="checkbox"/> <b>AL-SFD=</b> Slipfitter Mount <input type="checkbox"/> <b>AL-SFD-P1=</b> Slipfitter Mount with PC <input type="checkbox"/> <b>AL-T=</b> Trunnion Mount	<input type="checkbox"/> <b>BLANK=</b> No Option <input type="checkbox"/> <b>PC-1=</b> Twist-lock Photocell (120-277V) <input type="checkbox"/> <b>PC-2=</b> Twist-lock Photocell (327-480V) <input type="checkbox"/> <b>PC-3=</b> 7-Pin Receptacle <input type="checkbox"/> <b>MS-FSP-212=</b> Motion Sensor (Choose 1) <input type="checkbox"/> <b>L3=</b> 40' diameter lens (Max 20ft Mounting Height) <input type="checkbox"/> <b>L7=</b> 100' diameter lens (Max 40ft Mounting Height) <input type="checkbox"/> <b>MS-FSP-211=</b> Motion Sensor (Choose 1) <input type="checkbox"/> <b>L3=</b> 40' diameter lens (Max 20ft Mounting Height) <input type="checkbox"/> <b>L7=</b> 100' diameter lens (Max 40ft Mounting Height) <input type="checkbox"/> <b>MS-FSP-221B=</b> Motion Sensor (Choose 1) <input type="checkbox"/> <b>L3=</b> 2x lens (Max 20ft Mounting Height) <input type="checkbox"/> <b>L7=</b> 2.5x lens (Max 40ft Mounting Height) <input type="checkbox"/> <b>MS-FSIR-100=</b> Wireless Commissioning Tool for MS-FSP-221 B <input type="checkbox"/> <b>MS-LPS-202-L3=</b> PIR Motion Sensor with 360° L3 Lens (Max 40ft Mounting Height) <input type="checkbox"/> <b>ALM-EGS=</b> External Glare Shield for Medium Area Light, Dark Bronze <input type="checkbox"/> <b>ALL-EGS=</b> External Glare Shield for Large Area Light, Dark Bronze
	<input type="checkbox"/> <b>L=</b> Large	<input type="checkbox"/> <b>340</b> 34,000 Lumens <input type="checkbox"/> <b>430</b> 42,500 Lumens <input type="checkbox"/> <b>510</b> 50,000 Lumens							

Due to continuous product improvements, specification and/or equipment updates may change without notice.



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Johnny Timmons, Manager TW&L

**DATE** May 11, 2022

**SUBJECT:** IN THE MATTER OF REQUEST FOR APPROVAL OF SURPLUS ITEMS JT

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**Request:**

I respectfully request your approval to surplus the following items:

<u>Description</u>	<u>Serial #</u>	<u>Tag ID</u>
Lenovo Monitor	VN19220	01304
Brother Printer	U62054B9F309429	
HP Computer	MXL1160MJY	01351/15005
Phillips Monitor	AU4A1115013423	01340/14979
HP Printer	CN0BDF22P3	
LG Monitor	907UXYG5D938	01317
Neovo Monitor	C1F17J0D53801051	01067
HP Computer	MXL117CQL	01354/14993
View Sonic	59U121010431	15179
IBM Green Bar Printer		01116/1044
Gorman Rup Water Pump	GC-4221212	01111
Lenovo Computer	MJ0ATNAT	19186
Lenovo Computer	MG0014D8	15800
HP Deskjet 6980 Printer	MY5CD5R25B	1251
Philips Monitor	AU4A1137008111	14997
HP Deskjet 6980 Printer	MY6808R2VV	
HP Computer	MXL2131YXM	15172
HP Laserjet 4240N	CNGXB48160	06694/11682
View Sonic Monitor	TSP1647J2244	
Think Vision Monitor	VLGNB26	13043
CMV CT-723A Monitor		
V7 Monitor		
HP Computer	MXL1160NJX	15002
HP Deskjet 6122 Printer	MY2AL291H9	



## Agenda Request

05/11/2022

Page 2

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<u>Description</u>	<u>Serial #</u>	<u>Tax ID</u>
Xerox Documate 152	11T5CQ1286	15001
LG Monitor	307KG21277	
View Sonic Monitor	TSP1634L5438	
Dell Monitor	CN-0FTGC7-FCC00-8AA-CDMV-A04	
HP Computer	MXL12020HT	01280/14963
HP Deskjet 6940 Printer	MY6B29R1HW	10263
Brother Printer	U62674J3N428913	01373
Meter Reading Device, Radix	MS52257	2406/14370
Meter Reading Device, Radix	MS52313	2408/14373
Meter Reading Device, Radix	MS52111	2409/14371
Meter Reading Device, Radix	MS52178	2410/14368
Meter Reading Device, Radix	MS52194	2411/14372
Meter Reading Device, Radix	MS52236	2412/14367
Meter Reading Device, Radix	MS52302	2413/14365
Meter Reading Device, Radix	MS52303	2414/14366
Meter Reading Device, Radix	PM22 R/UMS	135
Meter Reading Device, Radix	MS52773	150
Meter Reading Device, Radix	MS52850	151

After declaration as surplus, these items will be destroyed.

Thank you for your cooperation.



# SMAAC

STATEWIDE MUTUAL  
AID COMPACT

A SYSTEM FOR USING ALL AVAILABLE  
RESOURCES DURING EMERGENCIES





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# State of Mississippi

## Statewide Mutual Aid Compact (SMAC)

Revised: April 2022

**THIS AGREEMENT IS ENTERED INTO AMONG THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, EACH COUNTY AND MUNICIPALITY, AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS THAT EXECUTE AND ADOPT THE TERMS AND CONDITIONS CONTAINED HEREIN BASED ON THE FOLLOWING FACTS:**

**WHEREAS**, the State of Mississippi is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, and other natural disasters that, in the past, have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

**WHEREAS**, the Mississippi Band of Choctaw Indians, a sovereign nation and Federally recognized American Indian tribe living with the State of Mississippi, and the State of Mississippi have a mutual interest in protecting their citizens and properties and acknowledge that mutual cooperation in responding to man-made and natural disasters is beneficial to the State of Mississippi, the State's political subdivisions, and the Mississippi Band of Choctaw Indians.

**WHEREAS**, Section 33-15-19 of the Mississippi Code of 1972, as amended, authorizes the State and its political subdivisions to develop and enter into mutual aid agreements with each other and the Mississippi Band of Choctaw Indians for reciprocal emergency aid and assistance in case of emergencies, too extensive to be dealt with unassisted; and

**WHEREAS**, Section 33-15-1 et seq. of the Mississippi Code of 1972, as amended, sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

**WHEREAS**, Section 33-15-11 & 33-15-13 of the Mississippi Code of 1972, as amended, authorizes the State to enter into a contract on behalf of the State for the lease or loan to any political subdivision of the State and the Mississippi Band of Choctaw Indians any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the State; and



**WHEREAS**, Section 33-15-17 of the Mississippi Code of 1972, as amended, authorizes the governing body of each political subdivision of the State to enter into such contract or lease within the State, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefor in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which contract was entered into; and

**WHEREAS**, MEMA requires that each municipality must coordinate requests for state or federal emergency response assistance with its county, while county and tribal requests for state or federal emergency response assistance may be made directly to MEMA; and

**WHEREAS**, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

**WHEREAS**, to provide the most effective mutual aid possible, each Participating Government intends to foster communications between the personnel of the other Participating Governments by visits, provisions of available resources as listed in the statewide resource database (WebEOC Resource Manager), exchange of information, and development of plans and procedures to implement this Agreement;

**NOW, THEREFORE**, the Parties agree to agree as follows:

## **1. DEFINITIONS**

**a. "AGREEMENT"** means the Statewide Mutual Aid Agreement/Compact. Political subdivisions of the State of Mississippi and Mississippi Band of Choctaw Indians may become a party to this Agreement by executing a copy of this Agreement and providing a copy with the original signatures and authorizing resolution(s) to the Mississippi Emergency Management Agency. Copies of the Agreement with original signatures and copies of authorizing resolutions and insurance letters shall be filed and maintained at the Agency headquarters in Pearl, Mississippi.

**b. "REQUESTING PARTY"** means the Participating Government entity requesting aid in the event of an emergency. Each municipality must coordinate state or federal emergency response assistance requests through its county.



c. **“ASSISTING PARTY”** means the Participating Government entity furnishing equipment, services, and/or manpower to the Requesting Party.

d. **“AUTHORIZED REPRESENTATIVE”** means an employee of a Participating Government authorized in writing by that government to request, offer or provide assistance under the terms of this Agreement. The list of authorized representatives for the Participating Government executing this Agreement shall be attached as Appendix 1 (SMAC Authorized Representatives) and shall be updated as needed by each Participating Government.

e. **“AGENCY”** means the Mississippi Emergency Management Agency.

f. **“EMERGENCY”** means any occurrence, or threat thereof, whether natural or caused by man, in war, or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

g. **“DISASTER”** means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a proclamation of a local emergency by a city/county or the Tribal Chief, a declaration of a State of Emergency by the Governor, or a disaster declaration by the President of the United States.

h. **“MAJOR DISASTER”** means a disaster that will likely exceed local capabilities and require a broad range of state and federal assistance.

i. **“PARTICIPATING GOVERNMENT”** means the State of Mississippi, any political subdivision of the State of Mississippi, and/or the Mississippi Band of Choctaw Indians, which executes this mutual aid agreement and supply a completed copy to MEMA.

j. **“PERIOD OF ASSISTANCE”** means the period of time beginning with the departure of any personnel and equipment of the Assisting Party from any point for the purpose of traveling to the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the Requesting Party.

k. **“WORK OR WORK-RELATED PERIOD”** means any period of time in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide



assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will return to active work within a reasonable time. Specifically excluded from such periods of time are breakfast, lunch, and dinner breaks.

Nothing should be derived from the above statement that excludes Assisting Party personnel from being considered “on the job” for purposes of workers compensation injuries or accidents during these periods.

## 2. PROCEDURES.

When a Participating Government either becomes affected by or is under imminent threat of a major disaster, it may request emergency-related mutual aid assistance either by: (1) proclaiming a local emergency and transmitting a copy of that proclamation along with a completed Part 1 “Identification of Need” form (Form REQ-A, Appendix 2) to the Assisting Party or MEMA; or (2) by orally communicating a request for mutual aid assistance to the Assisting Party or MEMA, followed as soon as practicable by written confirmation of said request shown as Form REQ-A in Appendix 2.

Participating Governments shall not request mutual aid unless resources available within the stricken area are deemed inadequate by that Participating Government. Municipalities shall coordinate state or federal assistance requests with their county emergency management agencies, and county and tribal emergency agencies may coordinate state or federal assistance requests directly with MEMA. All requests for mutual aid shall be transmitted by the Authorized Representative or the Director of the local county emergency management agency. Requests for assistance may be communicated either to MEMA or directly to an Assisting Party. Requests for assistance under this Agreement shall be limited to major disasters, except where the Participating Government has no other mutual aid agreement based upon Section 33-15-19(a), Mississippi Code, in which case a Participating Government may request assistance pursuant to the provisions of this Agreement.

**a. Requests Directly To Assisting Party:** The Requesting Party may directly contact the authorized Representative of the Assisting Party and shall provide them with the information in paragraph C below. All communications shall be conducted directly between the Requesting and Assisting Parties. Each party shall be responsible for keeping the Agency advised of the status of the response activities. MEMA shall not be responsible for costs associated with such direct requests for assistance unless it so elects. However, by rule, the Agency may provide for reimbursement of eligible expenses from the Disaster Assistance Trust fund.



**b. Requests Routed Through Or Originating From, The Agency:** The Requesting Party may directly contact the Agency, in which case it shall provide MEMA with the information in paragraph C below. The Agency may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. The Agency shall not be responsible for costs associated with such indirect requests for assistance unless the Agency so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall MEMA be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be primarily responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.

**c. Required Information:** Each request for assistance shall be accompanied by the following information, to the extent known:

(1) A general description of the damage sustained.

(2) Identification of the emergency service function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works, and engineering, building inspection, planning and information assistance, mass care, resource support health, and other medical services, search, and rescue, etc.) and the particular type of assistance needed.

(3) Identification of the public infrastructure system for which assistance is needed (i.e., sanitary sewer, potable water, streets, or stormwater systems) and the type of work assistance required.

(4) The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be required and include a description of working conditions and if personnel will be locally housed.

(5) The need for sites, structures, or buildings outside the Requesting Party's political subdivision to serve as relief centers or staging areas for incoming emergency goods and services.

(6) An estimated time and a specific place for a representative of the requesting Party to meet the personnel and equipment of any Assisting Party.

This information may be provided on the form shown in Appendix 2 as the form REQ-A or by any other available means. MEMA may revise the format of Form REQ-A subsequent to the execution of this Agreement, in which case it shall distribute copies to all Participating Governments.





**d. Assessment Of Availability Of Resources And Ability To Render Assistance:** When contacted by a Requesting Party or the Agency, the authorized representatives of any Participating Government agree to assess their government's situation to determine available personnel, equipment, and other resources. All Participating Governments shall render assistance to the extent personnel, equipment, and resources are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his Participating Government has available personnel, equipment, or other resources, they shall so notify the Requesting Party/Agency and provide the information on Part 2 of the REQ-A form. The Agency shall, upon response from sufficient participating Parties to meet the needs of the Requesting Party, notify the Authorized Representative of the Requesting Party and provide them with the information to the extent known on Part 2 of REQ-A form. The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered. It shall transmit said request by the quickest, most practical means to the Requesting Party or the Agency, as applicable for approval. The form to serve as this written acknowledgment is shown in Appendix 2 as Form REQ-A.

**e. Written Acknowledgement:** The Requesting Party/Agency shall respond to the written acknowledgment by executing Part 3 of the REQ-A form shown in Appendix 2 and returning a copy to the Assisting Party by the quickest, most practical means. Additionally, the Requesting Party/Agency must maintain a copy for its files.

**f. Supervision And Control:** The personnel, equipment, and resources of any Assisting Party shall remain under the operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment, and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall assign work tasks to the supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party based on task or mission assignments provided by the Requesting Party and the Agency. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. This Agreement shall not support any person, group, or organization that self-deploys.

**g. Food, Housing, Self-Sufficiency:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure.



However, assisting Party personnel and equipment should be self-sufficient for operations in areas stricken by emergencies or disasters to the greatest extent possible. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

**h. Rights And Privileges:** Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation incidental to their employment as authorized in 33-15-15(b)(2).

**i. Communications:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

### **3. REIMBURSABLE EXPENSES.**

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the written acknowledgment executed in accordance with paragraphs 2D and 2E of this Agreement. The Requesting Party shall be ultimately responsible for reimbursement of all eligible expenses. The Assisting Party shall submit reimbursement documentation to the Requesting Party on the forms shown in the Intrastate Reimbursement Summary Form (Form R-2, Appendix 3).

**a. Personnel:** During the period of assistance, the Assisting Party shall continue to pay its employees according to its then-prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses, including travel expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Assisting Party under the terms of the Mississippi Workers' Compensation Act (Section 71-3-1, Mississippi Code) due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their own employees.



**b. Equipment:** The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local, state, or federal hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which the Federal Emergency Management Agency reimburses costs, the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting Party.

**c. Materials And Supplies:** The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in 3B unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's Personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the Parties may agree that the Requesting Party will replace the materials and supplies used or damaged with like kind and quality as determined by the Assisting Party. If such an agreement is made, it shall be reduced to writing and transmitted to the Agency.

**d. Record Keeping:** The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party or the Agency utilizing format used or required by FEMA publications, including 44 CFR Part 13 and applicable Office of Management and Budget Circulars. Requesting Party and Agency finance personnel shall provide information, directions, and assistance for record-keeping to Assisting Party personnel.

**e. Payment:** Unless otherwise mutually agreed in the written acknowledgment executed in accordance with paragraph 2.E. or a subsequent written addendum to the acknowledgment, the reimbursable expenses with an itemized notice are payable as soon as practicable after the expenses are incurred, but not later than 60 days following the period of assistance unless the deadline for identifying damage is extended in accordance with 44 CFR part 206. The Requesting Party shall pay the bill or advise of any disputed items, not later than the timeframe outlined above. These time frames may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any



loss, damage, expense, or use of personnel, equipment, and resources provided to a Requesting Party.

**f. Payment by or Through the Agency:** The Mississippi Emergency Management Agency may reimburse for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the Agency, to the extent of funds available and contingent upon an annual appropriation from the legislature for such purposes. The Assisting Party shall be responsible for making a written request to the Agency for reimbursement of travel and subsistence expenses prior to submitting a request for payment to the Requesting Party. The Assisting Party's written request should be submitted as soon as possible after the expiration of the period of assistance. The Agency shall provide a written response to said requests within ten days of actual receipt. If the Agency denies said request, the Assisting Party shall then bill the Requesting Party. In the event that an affected jurisdiction requests assistance without forwarding said request through the Agency, or an Assisting Party provides assistance without having been requested by the Agency to do so, the Agency shall not be liable for reimbursement of any of the cost(s) of assistance. The Agency may serve as the eligible entity for requesting reimbursement of eligible costs from FEMA. Any costs to be so reimbursed by or through the Agency shall be determined in accordance with 44 CFR 206.228. The Agency may authorize applications for reimbursement of eligible costs from the Disaster Assistance Trust Fund, established pursuant to Section 33-15-301 Mississippi Code, in the event that the disaster or emergency event is not declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-707. Such applications shall be evaluated pursuant to rules established by the Agency and may be funded only to the extent of available funds.

#### **4. IMMUNITY.**

To the extent permitted by law, the Parties shall not be liable for actions to the extent provided by Section 33-15-21. The Parties may waive this immunity in a manner provided by law to the extent that adequate insurance coverage is in effect.

#### **5. LENGTH OF TIME FOR EMERGENCY.**

The duration of such local emergency declared by the Requesting Party is limited to 30 days. It may be extended with review, if necessary, in 30-day increments as specified in 33-15-17.

#### **6. TERM.**

This Agreement shall be in effect for four (4) years from the date hereof. It shall automatically be renewed in successive four-year terms unless terminated upon 60 days advance written notice by



the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail to the Director of Mississippi Emergency Management Agency, who shall provide copies to all other Participating Parties. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until 60 days after notice thereof has been set by the Director of the Mississippi Emergency Management Agency to all other Participating Governments.

## **7. EFFECTIVE DATE OF THIS AGREEMENT.**

This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution hereof.

## **8. ROLE OF MISSISSIPPI EMERGENCY MANAGEMENT AGENCY.**

The responsibilities of the Mississippi Emergency Management Agency under this Agreement are to:

- a.** Request mutual aid on behalf of a Participating Government under the circumstances identified in this Agreement;
- b.** Coordinate the provision of mutual aid to a Requesting Party pursuant to the provisions of this Agreement;
- c.** Serve as the eligible entity for requesting reimbursement of eligible costs from FEMA upon a Presidential Disaster Declaration;
- d.** Serve as the central depository for executed Agreements;
- e.** Maintain a current listing of Participating Governments with their Authorized Representative and contact information and provide a copy of the listing to each of the Participating Governments on an annual basis during the second quarter of the calendar year.

MEMA will assume no responsibility for any person, group, or organization that self deploys.

## **9. SEVERABILITY, EFFECT ON OTHER AGREEMENTS.**

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section, or



subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the portion, section, subsection, or power invalidated.

In the event that any parties to this Agreement have entered into other mutual aid agreements pursuant to Section 33-15-19, Mississippi Code, or interlocal agreements pursuant to Section 17-13-1 (Interlocal Cooperation of Governmental Units - §§ 17-13-1 — 17-13-17), Mississippi Code, those parties agree that this Agreement supersedes said agreements only for emergency management assistance and activities performed in catastrophic emergencies pursuant to this Agreement. In the event that two or more parties to this Agreement wish to engage in mutual aid, then the terms and conditions of this Agreement shall apply unless otherwise agreed between those parties.



IN WITNESS WHEREOF, the parties named herein have duly executed this Agreement/Compact on the date set forth below:

\_\_\_\_\_

ATTEST:

**CITY/TOWN OF MISSISSIPPI: Tupelo**

By: Todd Jordan, Mayor

Title: Todd Jordan, Mayor

By: Kim Hanna  
City/Town Clerk

APPROVED AS TO FORM:

Date: 5/10/22

By: Stephen M. Reed  
City/Town Attorney

\_\_\_\_\_

STATE OF MISSISSIPPI  
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

By: \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_



# Appendix 1 (SMAC Authorized Representatives)



## STATEWIDE MUTUAL AID COMPACT

Date: MAY 9, 2022 Name of Government: CITY OF TUPELO

State Vendor # \_\_\_\_\_

Mailing Address: PO BOX 1485

City: TUPELO, MS Zip Code: 38802

### Authorized Representative to Contact for Emergency Assistance

#### Primary Representative:

Name: DON LEWIS

Title: COO

Day Phone: 662-871-8169 Night Phone: 662-871-8169

Fax No: \_\_\_\_\_ Pager No: \_\_\_\_\_

#### 1st Alternate Representative:

Name: KIM HANNA

Title: CFO

Day Phone: 662-401-6993 Night Phone: 662-401-6993

Fax No: \_\_\_\_\_ Pager No: \_\_\_\_\_

#### 2nd Alternate Representative:

Name: KELLY ELLIOTT

Title: FIRE CHIEF

Day Phone: 662-208-5100 Night Phone: 662-208-5100

Fax No: \_\_\_\_\_ Pager No: \_\_\_\_\_





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# Appendix 2 (Form REQ-A) to SMAC



## Appendix 2 (Form REQ-A)

As outlined in SMAC section 2. *Procedures*, the SMAC Form REQ-A displayed below, is required when a participating government either becomes affected by or is under imminent threat of a major disaster and requires emergency-related mutual aid assistance.

MEMA utilizes a digital version of the Form REQ-A for several reasons, including but not limited to:

- Expedite request, approval, and deployment processes;
- The REQ-A can be used as a living document, continuously updated and approved for mission developments and changes;
- Provides for a smooth transition to the R-2 Reimbursement Form and process.

The version displayed is a snapshot of the actual digital document. The full digital version of this form is a Microsoft Excel document, able to be downloaded from the [MEMA Downloads\EMAC-SMAC](#) folder on the MEMA SharePoint.

For more information or assistance, contact the MEMA EMAC-SMAC Coordinator at [emac@mema.ms.gov](mailto:emac@mema.ms.gov).

SMAC REQ-A Form			
SECTION I: TO BE COMPLETED BY THE REQUESTING COUNTY			
Event Name:			
Date:			
State Mission #:			
Requesting County:			
Requesting County REQ-A Contact:			
First Name:	Name:	Phone 1:	Phone 2:
E-mail 1:	E-mail 2:		
Mission Type:	If State:	Select Discipline:	
Mission Description:	Page 1		
Resource Requested:			
Deployment Dates: (including travel days):			
Mobilization:		Demobilization:	
Date Needed:	Date Released:		
Deployment Details:			
Work Location/Facilities:		Select One:	
Location/Facility Name:			
Address 1:			
Address 2:			
City:	State:	Zip Code:	



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# Appendix 3 (Form R-2) to SMAC



## Appendix 3 (Form R-2)

As outlined in SMAC section 3. *Reimbursable Expenses*, the SMAC Intrastate Reimbursement Summary Form (Form R-2) displayed below, is required when a participating government supporting a major disaster requests for mutual aid assistance reimbursement.

Based on the EMAC Form R-2, MEMA utilizes a digital version of the Form R-2 for several reasons, including but not limited to:

- Expedite speed of submission, approval, and reimbursement processes;
- The R-2 is to be used as a living document, continuously updating and itemizing mission deployments, developments, and changes;
- Supports the Form REQ-A seamlessly to ensure continuity, approval, and transparency.

The version displayed is a snapshot of the actual digital document. The full digital version of this form is a Microsoft Excel document, able to be downloaded from the [MEMA Downloads\EMAC-SMAC](#) folder on the MEMA SharePoint.

For more information or assistance, contact the MEMA EMAC-SMAC Coordinator at [emac@mema.ms.gov](mailto:emac@mema.ms.gov).

**SMAC R-2 Form**  
Mississippi - Statewide Mutual Assistance Compact (SMAC)  
Intrastate Reimbursement Summary Form R-2

Event: [Field]  
Requesting State/Province: [Field] Date Submitted: [Field]  
Resource Provider: [Field]  
Resource Provider / Vendor Name: [Field]  
State Mission Number: [Field] EMAC Mission Number: [Field]  
Copies of all receipt and payment vouchers for all expenses are attached (please select): [Field]

<b>Personnel Costs</b>			
Total Regular Hours	\$	Total Regular Fringe	\$
Total Overtime Hours	\$	Total Overtime Fringe	\$
Total Backfill Hours	\$	Total Backfill Fringe	\$
Total Holiday Pay Hours	\$	Total Holiday Pay Fringe	\$
Total Compensatory Hours	\$	Total Compensatory Fringe	\$
<b>Total Personnel Costs</b>		<b>Total Personnel Costs</b>	\$
<b>Travel Costs</b>			
Meals Per Diem	\$	Meals Per Diem	\$
Air Travel	\$	Airfare, Baggage and Fees	\$
Lodging	\$	Parking/Tolls	\$
POV/GOV/Rental	\$	POV/GOV/Mileage and Fuel	\$
<b>Total Travel Costs</b>		<b>Total Travel Costs</b>	\$
<b>Equipment Costs</b>			
Equipment by Rate	\$	Equipment Repair/Replacement	\$
<b>Total Equipment Costs</b>		<b>Total Equipment Costs</b>	\$
<b>Commodity Costs</b>			
<b>Total Commodity Costs</b>		<b>Total Commodity Costs</b>	\$
<b>Other Costs</b>			
Other by Rate	\$	Other by Quantity	\$
<b>Total Other Costs</b>		<b>Total Other Costs</b>	\$
<b>Total Reimbursement</b>		<b>Total Reimbursement</b>	\$
<b>Total Donated</b>		<b>Total Donated</b>	\$

Comments: [Field]

**REIMBURSEMENT PACKAGE CERTIFICATION**  
By signing below, the authorized official of the Resource Provider, certifies that the funds for each category herein represent the actual net expended performance of the specific services identified in the ISAP Mission Order and that all expense documentation is in accordance with the Resource Provider's reporting policies. You also certify that all expense reporting to the client or donor documentation is accurate and complete.

Certified and Authorized By: \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

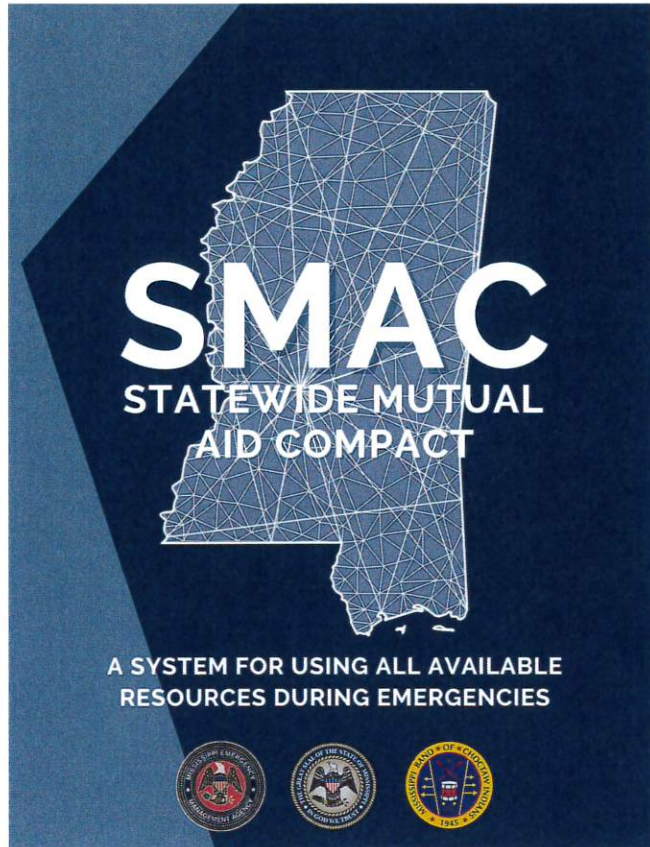


# Appendix 3 (Form R-2) to SMAC



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**ORDINANCE**

**AN ORDINANCE TO AMEND SECTION 2-266 OF THE CITY OF TUPELO CODE OF ORDINANCES TO STATE THAT REGULAR MEETINGS OF THE CITIZEN'S POLICE ADVISORY BOARD SHALL BE EVERY OTHER MONTH**

**WHEREAS**, the governing authorities of the City of Tupelo created a Citizen's Police Advisory Board on April 4, 2017 for the purposes of enhancing communication between the community and the Tupelo Police Department by developing partnerships, strengthening relationships, and building trust; and

**WHEREAS**, the Citizen's Police Advisory Board currently has on (1) regular meeting per month on such a day as determined by the Board; and

**WHEREAS**, the Citizen's Police Advisory Board has requested that the governing authorities of the City of Tupelo amend the ordinance to reflect that the board shall only have one (1) regular meeting every other month; and

**WHEREAS**, by making a change to the frequency of which the board meets, there will be increased participation by members of the board and of the community without sacrificing the board's goals and purposes; and

**WHEREAS**, this amendment, if approved, would be in the best interest of the health, safety and welfare of the citizens of the City of Tupelo.

**NOW, THEREFORE BE IT ORDAINED** by the governing authorities of the City of Tupelo the following:

**SECTION 1.** The prefatory statements and findings are hereby incorporated herein.

**SECTION 2.** Chapter 2 of the City of Tupelo Code of Ordinances shall be amended as follows:

- a. That portion of Section 2-266 which currently reads "(2) the board shall have one (1) regular meeting per month on such a day of the month at such a time as may be determined by the board" shall hereby be **REPEALED**.
- b. The repealed portion of Section 2-266 shall be replaced with the following: "(2) the board shall have one (1) regular meeting every other month on such a day of the month at such a time as may be determined by the board."

**SECTION 3.** This amendment shall go into effect thirty (30) days after passage.



**SECTION 4.** The Citizen’s Police Advisory Board shall meet for its regular meeting during the month of June, 2022 and thereafter shall meet every other month in accordance with this amendment.

After a full discussion of this matter, Council Member Beard moved that the foregoing Ordinance be adopted and said motion was seconded by Council Member Davis and upon the question being put to a vote, the results were as follows:

Councilmember Mims voted	<u>Aye</u>
Councilmember Bryan voted	<u>Aye</u>
Councilmember Beard voted	<u>Aye</u>
Councilmember Davis voted	<u>Aye</u>
Councilmember Palmer voted	<u>Aye</u>
Councilmember Gaston voted	<u>Aye</u>
Councilmember Jones voted	<u>Aye</u>

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the ordinance adopted.

**WHEREUPON,** the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 17th day of May, 2022.


CITY OF TUPELO, MISSISSIPPI

  
BUDDY PALMER, City Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
TODD JORDAN, Mayor

5-20-2022  
DATE

**RESOLUTION****RESOLUTION APPROVING SALE OF REAL PROPERTY LOCATED AT 3898 MCCULLOUGH NO LONGER NEEDED FOR MUNICIPAL PURPOSES**

**WHEREAS**, pursuant to Miss. Code Anno. §21-17-1 (1972 as amended), and on such terms as the municipal authority may elect, the City of Tupelo, Mississippi may sell or convey any real property owned by it which has ceased to be used for municipal purposes, provided the sale is deemed conducive to the best interest of the municipality; and

**WHEREAS**, whenever the governing authority of the municipality shall find and determine, by resolution duly and lawfully adopted and spread upon its minutes (i) that any municipally owned real property is no longer needed for municipal or related purposes and is not to be used in the operation of the municipality, (ii) that the sale of such property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the municipality, and (iii) that the use of such property for the purpose for which it is to be sold, conveyed or leased will promote and foster the development and improvement of the community in which it is located and the civic, social, educational, cultural, moral, economic or industrial welfare thereof, the governing authority of the municipality shall be authorized and empowered, in its discretion, to sell or convey same for any of the purposes set forth herein without having to advertise for and accept competitive bids, and;

**WHEREAS**, the above cited statute requires that if the municipality proposes to sell or convey the real property without advertising for and accepting competitive bids, the governing authority may sell or convey the property for consideration not less than the average of the fair market price for such property as determined by at least two (2) professional property appraisers selected by the municipality and approved by the purchaser or lessee; and

**WHEREAS**, on December 15, 2020, the city acquired by donation approximately 3.9 acres of real property located at 3898 McCullough Blvd., the legal description attached hereto as Exhibit "A"; and

**WHEREAS**, the city has received an offer to purchase the property from Ray Parker; and

**WHEREAS**, two (2) appraisals have been obtained, attached as Exhibit "B" and "C", and the average fair market value of the property is One Hundred Thirty-Five Thousand Seven Hundred Fifty Dollars (\$135,750.00); and

**WHEREAS**, a contract for the sale and purchase of real estate is attached hereto as Exhibit "D".

**NOW THEREFORE, BE IT RESOLVED BY THE TUPELO CITY COUNCIL** as follows:

1. The prefatory paragraphs are incorporated herein by reference as if fully reproduced in words and figures; and
2. The City Council finds the real property owned by the city and located at 3898 is no longer needed for municipal or related purposes and is not to be used in the operation of the municipality.
3. The City Council finds the sale of the property advertisement is not necessary or desirable for the financial welfare of the municipality.
4. The City Council finds the use of the property for the purpose for which it is to be sold, conveyed or leased will promote and foster the development and improvement of the community in which it is located and the civic, social, educational, cultural, moral, economic or industrial welfare thereof.

5. The average fair market value of two appraisals of the property is One Hundred Thirty-Five Thousand Seven Hundred Fifty Dollars (\$135,750.00) and represents the sale price of the property.

6. The sale of the real property located at 3898 McCullough Boulevard to Ray Parker in the amount of \$135,750.00 is hereby approved.

7. The form of the contract attached hereto as Exhibit "D" is also hereby approved.

8. The Mayor and City Clerk/Chief Financial Officer are authorized to execute any and all documents to convey this property.

The foregoing order was proposed in a motion by Council Member Bryan, seconded by Council Member Beard, and after discussion, no council member having called for a reading was brought to a vote as follows:

Councilmember Mims	AYE
Councilmember Bryan	AYE
Councilmember Beard	AYE
Councilmember Davis	AYE
Councilmember Palmer	AYE
Councilmember Gaston	AYE
Councilmember Jones	AYE

**WHEREUPON**, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 17<sup>TH</sup> day of May, 2022.

CITY OF TUPELO, MISSISSIPPI



BUDDY PALMER, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
TODD JORDAN, Mayor

5-19-2022  
DATE

**ORDER****ORDER APPROVING OPTION CONTRACT WITH BSB ASSOCIATES AND AUTHORIZING MAYOR AND CITY CLERK/CHIEF FINANCIAL OFFICER TO EXECUTE DOCUMENTS AND PAY OPTION PRICE**

**WHEREAS**, on April 19, 2022, the City Council authorized the preparation of an option contract for the purpose of purchasing real property from BSB Associates Partnership; and

**WHEREAS**, the option contract has been prepared, negotiated between the parties and is attached hereto as Exhibit "A".

**NOW THEREFORE, BE IT ORDERED BY THE TUPELO CITY COUNCIL** as follows:

1. That the form of the attached option agreement is approved.
2. The Mayor and City Clerk/Chief Financial Officer are authorized to sign the attached option agreement and any related documents necessary for recording the agreement in the land records of Lee County Chancery Clerk on behalf of the city and pay the option price, subject to subsequent ratification by the City Council.

The foregoing order was proposed in a motion by Council Member Bryan, seconded by Council Member Bryan Gaston, and after discussion, no council member having called for a reading was brought to a vote as follows:

Councilmember Mims	AYE
Councilmember Bryan	AYE
Councilmember Beard	AYE
Councilmember Davis	AYE
Councilmember Palmer	AYE
Councilmember Gaston	AYE
Councilmember Jones	AYE

**WHEREUPON**, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 17<sup>TH</sup> day of May, 2022.

CITY OF TUPELO, MISSISSIPPI

  
BUDDY PALMER, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
TODD JORDAN, Mayor

5-19-2022  
DATE

**ORDER**

**ORDER APPROVING PURCHASE OF 115 LAWDALE DRIVE AND 817 BLAIR STREET FROM RALPH POUNDS AND AUTHORIZING MAYOR AND CITY CLERK/CHIEF FINANCIAL OFFICER TO EXECUTE DOCUMENTS**

**WHEREAS**, pursuant to Miss. Code Anno. § 21-17-1 (1972 as amended), the City of Tupelo desires to purchase 115 Lawndale for \$30,000.00 and 817 Blair Street for \$30,000.00 from Ralph Pounds for the purposes of blight elimination and neighborhood redevelopment; and; and

**WHEREAS**, these properties have been reviewed by the city's Blight Review Committee, and in lieu of demolition through the statutory process under Miss. Code Anno. 21-19-11 (1972 as amended), it is in the best interest of the city to purchase the properties and add these real properties to the redevelopment plans for the respective neighborhoods of each; and

**WHEREAS**, the Contract of Purchase, including required appraisals of each property, has been prepared, negotiated between the parties and is attached hereto as Exhibit "A".

**NOW THEREFORE, BE IT ORDERED BY THE TUPELO CITY COUNCIL** as follows:

1. That the form of the attached Contract of Purchase is approved.
2. The Mayor and City Clerk/Chief Financial Officer are authorized to sign the attached Contract of Purchase on behalf of the city, tender all sums necessary to close the transaction and accept the deeds to the properties, subject to subsequent ratification by the City Council.

The foregoing order was proposed in a motion by Council Member Bryan, seconded by Council Member Beard, and after discussion, no council member having called for a reading was brought to a vote as follows:



Councilmember Mims	AYE
Councilmember Bryan	AYE
Councilmember Beard	AYE
Councilmember Davis	AYE
Councilmember Palmer	AYE
Councilmember Gaston	AYE
Councilmember Jones	AYE

**WHEREUPON**, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 17<sup>TH</sup> day of May, 2022.

CITY OF TUPELO, MISSISSIPPI



BUDDY PALMER, City Council President

ATTEST:

  
 \_\_\_\_\_  
 MISSY SHELTON, Clerk of the Council

APPROVED:

  
 \_\_\_\_\_  
 TODD JORDAN, Mayor

5-19-2022  
 \_\_\_\_\_  
 DATE