

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

JUNE 20, 2023

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, June 20, 2023, at 6:00 p.m. with the following in attendance: Council Members Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member Chad Mims attended by telephone. Council Member Janet Gaston was absent. Council Member Rosie Jones led the invocation. Council Member Lynn Bryan led the pledge of allegiance.

Council President Lynn Bryan called the meeting to order at 6:00 p.m.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Council Member Beard moved, seconded by Council Member Palmer, to confirm the agenda and agenda order, with the following additions:

ADD #24 IN THE MATTER OF MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF TUPELO AND THE DEPARTMENT OF ARCHIVES AND HISTORY – SPAIN HOUSE

ADD #25 IN THE MATTER OF MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF TUPELO AND THE DEPARTMENT OF ARCHIVES AND HISTORY – SPRING HILL CHURCH

Of those present, the vote was unanimous in favor.

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PUBLIC RECOGNITION

Council Member Nettie Davis thanked everyone for being supportive for the Juneteenth festivities and invited everyone to attend the festivities that will continue on July 1.

MAYOR'S REMARKS

Mayor Todd Jordan mentioned that the Fire Department's Sprint vehicle has arrived. He invited Chief Kelly Elliott to address the Council. Chief Elliott thanked the Council and Administration for their support in getting the vehicle and said he hopes there will be another one coming soon. Mayor Jordan congratulated Lucia Randle, DTMSA Director, for the Elvis Presley Festival success. Baseball teams have been flocking to the city and last weekend, the hotels were filled to 96% capacity. Mayor Jordan wished Mr. Abraham Training a happy 100th birthday.

PUBLIC AGENDA

IN THE MATTER OF PUBLIC HEARING FOR DEMOLITIONS

No one appeared to speak on the following properties for demolition:

117 & 117 ½ Highland Drive (PARCEL 077Q-36-085-00)
 1108 Marquette Street (PARCEL 077G-25-112-00)
 2111 President Street (PARCEL 101M-12-093-00)
 1203 North Green Street (PARCEL 089B-30-065-00)
 718 North Church Street (PARCEL 089F-30-072-00)

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one appeared to speak on the following properties for lot mowing:

<u>Parcel</u>	<u>Location</u>
077M3610000	206 RANKIN BLVD
088N3310300	LAKE ST
077C2501600	1507 TRACE AVE
077F2613400	1830 W JACKSON ST
075J2105600	4542 LAKEWOOD LN
088F2813800	761 ELVIS PRESLEY DR
089N3103600	903 W MAIN ST
075R2205200	3528 FAIR OAKS DR
077P3502000	2089 W MAIN ST
089P3115900	411 ELLIOTT ST
101B0214000	401 MONUMENT DR
076Q2401400	1804 TRACE AVE
077C2503700	1603 OSBORNE ST

ACTION AGENDA**IN THE MATTER OF AMENDMENTS TO THE ANIMAL CONTROL ORDINANCE
(TABLED AT MAY 2, 2023 MEETING)**

This item was left on the table.

ROUTINE AGENDA**IN THE MATTER OF MINUTES OF JUNE 6, 2023 COUNCIL MEETING**

Council Member Palmer moved, seconded by Council Member Beard, to approve the minutes of the Regular Council meeting of June 6, 2023. Of those present, the vote was unanimous in favor.

IN THE MATTER OF BILL PAY

Bills were reviewed at 4:30 p.m. by Council Members Beard, Bryan, and Palmer. Council Member Davis moved, seconded by Council Member Jones, to approve the payment of the checks, bills, claims and utility adjustments. Of those present, the vote was unanimous in favor. APPENDIX A

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Council Member Beard moved, seconded by Council Member Palmer, to approve the advertising and promotional items, as presented. After a brief explanation by CFO/City Clerk Kim Hanna, of those present, the vote was unanimous in favor. APPENDIX B

IN THE MATTER OF BUDGET AMENDMENT #7 FOR FY 2023

Council Member Davis moved, seconded by Council Member Beard, to approve Budget Amendment #7 for 2023, as presented by CFO/City Clerk Kim Hanna. Of those present, the vote was unanimous in favor. APPENDIX C

IN THE MATTER OF RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS)

Council Member Palmer moved, seconded by Council Member Beard, to adopt the following resolution:

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY AND/OR ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, IN ONE OR MORE TAXABLE OR TAX-EXEMPT SERIES, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TWENTY MILLION DOLLARS (\$20,000,000); DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES

Of those present, the vote was unanimous in favor. A copy of the executed document is attached hereto and made part of these minutes as APPENDIX D.

IN THE MATTER OF RESOLUTION HIRING REQUIRED LEGAL COUNSEL AND AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR

Council Member Beard moved, seconded by Council Member Davis, to adopt the following resolution:

IN THE MATTER OF RESOLUTION HIRING REQUIRED LEGAL COUNSEL AND AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR

Of those present, the vote was unanimous in favor. APPENDIX E

IN THE MATTER OF DEMOLITIONS

Council Member Beard moved, seconded by Council Member Palmer, to table the demolition of the structures located at 117 and 117 ½ Highland Drive until the next regular meeting of the Tupelo City Council on July 5, 2023. Of those present, the vote was unanimous in favor.

Council Member Beard moved, seconded by Council Member Davis, to adjudicate the properties and structures located at 1108 Marquette Street, 2111 President Street, 1203 North Green Street and 718 North Church Street for being a menace to the public health, safety and welfare of the community and in need of cleaning and to approve their demolition in accordance with Mississippi Code Annotated 21-19-11. Of those present, the vote was unanimous in favor. APPENDIX F

IN THE MATTER OF LOT MOWING

Council Member Palmer moved, seconded by Council Member Beard, to adjudicate the properties on the final lot mowing list, as presented, menaces to the public health, safety and welfare of the community and in need of cleaning and to approve their cleaning in accordance with Mississippi Code Annotated 21-19-11.. Of those present, the vote was unanimous in favor. APPENDIX G

IN THE MATTER OF APPROVAL OF RESOLUTIONS ASSESSING JUDGMENT LIENS

Council Member Beard moved, seconded by Council Member Davis, to approve RESOLUTIONS ASSESSING JUDGMENT LIENS AGAINST REAL PROPERTY FOR THE COSTS ASSOCIATED WITH LOT MOWING IN ACCORDANCE WITH MISS CODE ANNOTATED § 21-19-11 , for the following properties:

107 Lakeview Drive
 202 Enoch Avenue
 602 South Church Street
 1195 South Gloster Street
 1502 Reed Street
 1507 Trave Avenue
 1521 Elvis Presley Drive

such properties being previously 1) adjudicated menaces to the public health, safety and welfare of the community and in need of cleaning and 2) cleaned pursuant to Miss. Code Ann. 21-19-11 (1972 as amended). Of those present, the vote was unanimous in favor. APPENDIX H

IN THE MATTER OF APPROVAL OF LIEN FOR CLEAN UP AT 2281 EDGEMONT DRIVE

Council Member Palmer moved, seconded by Council Member Beard, to approve a Resolution Adjudicating Cost and Assessing Lien Against Real Property Under Miss. Cod Ann. 21-19-11 (1972 as amended) located at 2281 Edgemont Drive. Of those present, the vote was unanimous in favor. APPENDIX I

IN THE MATTER OF REAPPOINTMENT OF LESLIE MART TO THE TUPELO PLANNING COMMITTEE

Council Member Palmer moved, seconded by Council Member Beard, to approve the reappointment of Leslie Mart to the Tupelo Planning Committee. This appointment is for a 4 year term and will expire February 2027. Of those present, the vote was unanimous in favor. APPENDIX J

**IN THE MATTER OF APPROVAL OF PLANNING COMMITTEE MEETING MINUTES
MAY 1, 2023**

Council Member Palmer moved, seconded by Council Member Beard, to approve the minutes of the May 1, 2023 meeting of the Planning Committee. Of those present, the vote was unanimous in favor. APPENDIX K

**IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING
MINUTES OF JUNE 12, 2023 MEETING**

Council Member Davis moved, seconded by Council Member Beard, to accept the minutes of the Major Thoroughfare Committee of June 12, 2023. Of those present, the vote was unanimous in favor. APPENDIX L

**IN THE MATTER OF CONTRACT AWARD FOR BID # 2023-016WL – PRIMARY TO
NORTHWEST SUBSTATION 46 kV TRANSMISSION LINE POLE CHANGEOUT**

Council Member Palmer moved, seconded by Council Member Beard, to approve the contract with Service Electric Company for the replacement of 46 kV transmission line poles from Tupelo Primary substation to Northwest substation. The bid for this project (Bid #2023-016WL) was approved at the April 18, 2023 in the amount of \$589,158.60 and to authorize the Mayor and City Clerk to execute all documents. Of those present, the vote was unanimous in favor. APPENDIX M

**IN THE MATTER OF APPROVAL OF THE EMERGENCY REPLACEMENT OF A 20”
PRESSURE SEWER LINE**

TWL Director Johnny Timmons requested that the Council approve the emergency replacement of approximately ninety-one feet (91') of 20" pressure sewer line from the central pumping station to the wastewater treatment plant. This emergency purchase is necessary to immediately repair and replace a collapsed sewer line crossing the ditch on Community Drive in order to avoid environmental issues. The estimated cost of this replacement is \$22,000.00 (materials).

Council Member Davis moved, seconded by Council Member Beard, to approve the replacement as an emergency purchase. Of those present, the vote was unanimous in favor. APPENDIX N

**IN THE MATTER OF AN EMERGENCY PURCHASE OF TWO (2) 300 kVA PADMOUNT
TRANSFORMERS**

TWL Director Johnny Timmons requested the Council approve the emergency purchase of two (2) 300 kVA padmount transformers. The lowest quote submitted by Arkansas Electric Cooperatives, Inc. is \$22,860.00 each, for a total of \$45,720.00. The emergency purchase is necessary to maintain the current low, on-hand inventory of transformers whose cost is subject to review at the time of shipment and whose lead time is a minimum of 12 months.

Council Member Palmer moved, seconded by Council Member Jones, to find as necessary for the reasons cited above and approve the emergency purchase. Of those present, the vote was unanimous in favor. APPENDIX O

**IN THE MATTER OF REAPPOINTMENT OF STEPHANIE BROWNING TO CVB BOARD
JUNE 13, 2023**

Council Member Davis moved, seconded by Council Member Palmer, to reappoint Stephanie Browning to the CVB Board, for a 2 year term expiring June, 2025. Of those present, the vote was unanimous in favor. APPENDIX P

**IN THE MATTER OF APPROVAL OF REQUEST TO ALLOW INTERNATIONAL TRAVEL
FOR MAYOR TODD JORDAN AND SET MAXIMUM PER DIEM RATE**

Council Member Palmer moved, seconded by Council Member Davis, to approve a request for Mayor Todd Jordan to travel to Japan with a delegation from the Southeast US/Japan Association (SEUS) October 7-15, 2023. The daily per diem is \$125.78 for a total of \$1,132.00. Of those present, the vote was unanimous in favor. APPENDIX Q

**IN THE MATTER OF ORDER APPROVING EXERCISE OF SECOND OPTION TO
PURCHASE REAL PROPERTY WITH BSB ASSOCIATES PARTNERSHIP, OR ITS
SUCCESSOR IN INTEREST, FOR THE PURPOSE OF CONSTRUCTING A CLASS II
RUBBISH LANDFILL**

The City previously entered into an option agreement with BSB Associates Partnership to purchase property for the purposes of constructing a Class II rubbish landfill. The agreement provided two one-year options in order to allow permits to be obtained to construct the facility. The first option is expiring, and the second must be exercised before June 30, 2023. Council Member Palmer moved, seconded by Council Member Beard, to approve to exercise of the second option and pay \$15,000 to BSB, or successor. Of those present, the vote was unanimous in favor. APPENDIX R

**IN THE MATTER OF APPROVAL AND ADOPTION OF 2023 CITY OF TUPELO AND LEE
COUNTY, MISSISSIPPI INTERLOCAL COOPERATION AGREEMENT FOR THE
COLLECTION OF TAXES AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE SAID AGREEMENT**

Council Member Davis moved, seconded by Council Member Beard, for the adoption of 2023 City of Tupelo and Lee County, Mississippi, Interlocal Cooperation Agreement for the Collection of Taxes and to authorize the Mayor and City Clerk to execute said agreement. The County, via its duly elected Tax Collector, shall perform all duties pertaining to the assessment and collection of city and Tupelo Public School District (hereinafter referred to as "TPSD") ad valorem taxes with the City and TPSD on real, personal, and mobile homes (collectively referred to as "City Taxes"). For the collection of City taxes, the City agrees to pay County a fee of One Hundred and Twenty-Five Thousand Dollars (\$125,000) per year during the term of this agreement. Of those present, the vote was unanimous in favor. APPENDIX S

IN THE MATTER OF MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF TUPELO AND THE DEPARTMENT OF ARCHIVES AND HISTORY – SPAIN HOUSE

Council Member Davis moved, seconded by Council Member Palmer, to approve a Memorandum of Agreement (MOA) between the City of Tupelo and the Department of Archives and History for the Spain House, and authorize the mayor to sign. This MOA will allow the City of Tupelo to act as a pass-through agency for a grant for the rehabilitation of the Spain House. Of those present, the vote was unanimous in favor. APPENDIX T

IN THE MATTER OF MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF TUPELO AND THE DEPARTMENT OF ARCHIVES AND HISTORY – SPRING HILL CHURCH

Council Member Davis moved, seconded by Council Member Jones, to approve a Memorandum of Agreement (MOA) between the City of Tupelo and the Department of Archives and History for the Spring Hill Church, and authorize the mayor to sign. This MOA will allow the City of Tupelo to act as a pass-through agency for a grant for the rehabilitation of the Spring Hill Church. Of those present, the vote was unanimous in favor. APPENDIX U

EXECUTIVE SESSION

Council Member Beard moved, seconded by Council Member Palmer, to determine the need for an executive session. Attorney Ben Logan said the session is for prospective litigation under Miss. Code Anno. 25-41-7(b) (1972 as amended) and the possible acquisition of real property under Miss. Code Anno. 25-41-7(g) (1972 as amended). Of those present, the vote was unanimous in favor at 6:32 p.m.

Council Member Palmer moved, seconded by Council Member Jones, to close the regular session and enter executive session for discussion of litigation under Miss. Code Anno. 25-41-7(b) (1972 as amended) and the possible acquisition of real property under Miss. Code Anno. 25-41-7(g) (1972 as amended). Of those present, the vote was unanimous in favor.

After discussion in executive session, Council Member Palmer moved, seconded by Council Member Beard to return to the regular meeting at 7:23 p.m. Of those present, the vote was unanimous in favor.

IN THE MATTER OF PAYMENT OF DISPUTED CLAIM FOR COLISEUM

Council Member Beard moved, seconded by Council Member Palmer, to approve the payment of a pending, disputed claim to Sun Belt Specialties in the amount of \$18,256.00 with the confidential settlement and release being maintained in the office of the city attorney. Of those present, the vote was unanimous in favor. APPENDIX V

IN THE MATTER OF ORDER DECLARING THAT CERTAIN RIGHT OF WAY IMPROVEMENTS IN THE AREA OF WALSH ROAD AND ENDVILLE ROAD ARE NECESSARY FOR THE HEALTH, COMFORT AND CONVENIENCE OF THE MUNICIPALITY AND AUTHORIZING COMPENSATION FOR THE ACQUISITION OF A PERMANENT EASEMENT FOR PUBLIC USE AND MAINTENANCE AND A TEMPORARY CONSTRUCTION EASEMENT

Council Member Davis, moved, seconded by Council Member Palmer, to approve an Order Declaring that Certain Right of Way Improvements in the Area of Walsh Road and Endville Road are Necessary for the Health, Comfort and Convenience on the Municipality and Authorizing Compensation for the Acquisition of a Permanent Easement for Public Use and Maintenance and a Temporary Construction Easement. Of those present, the vote was unanimous in favor. APPENDIX W

IN THE MATTER OF AN ORDER AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO CONTRACTUAL NEGOTIATIONS FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 124 HIGHLAND DRIVE

Council Member Davis moved, seconded by Council Member Beard, to approve an Order Authorizing the Mayor and City Clerk to Enter into Contractual Negotiations for the Purchase of Real Property Located at 124 Highland Drive. Of those present, the vote was unanimous in favor. APPENDIX X

IN THE MATTER OF AN ORDER AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO CONTRACTUAL NEGOTIATIONS FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 1507 FORREST STREET

Council Member Beard moved, seconded by Council Member Davis, to approve an Order Authorizing the Mayor and City Clerk to Enter into Contractual Negotiations for the Purchase of Real Property Located at 1507 Forrest Street. Of those present, the vote was unanimous in favor. APPENDIX Y

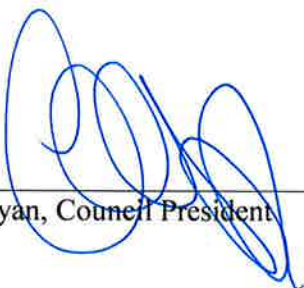
IN THE MATTER OF AN ORDER AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO CONTRACTUAL NEGOTIATIONS FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 120 HIGHLAND DRIVE

Council Member Beard moved, seconded by Council Member Davis, to approve an Order Authorizing the Mayor and City Clerk to Enter into Contractual Negotiations for the Purchase of Real Property Located at 124 Highland Drive. Of those present, the vote was unanimous in favor. APPENDIX Z

ADJOURNMENT

There being no further business to come before the Council at this time, Council Member Palmer moved, seconded by Council member Jones, to adjourn the meeting at 7:27 PM. Of those present, the vote was unanimous in favor.

This the 20th day of June, 2023.



Lynn Bryan, Council President

ATTEST:

Missy Shelton
Missy Shelton, Council Clerk

APPROVED

Todd Jordan
Todd Jordan, Mayor

7-17-2023
Date

**CHECK INFORMATION FOR COUNCIL MEETING
JUNE 20, 2023**

FUND	CHECK NUMBERS
POOL CASH EFT TWL ADJUSTMENTS	ID-418448-418458;418459-418834 50002253-50002284

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 June 20, 2023

SUBJECT: IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

Request:

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

ITEMS:

Sprint Print	\$1,150.00	Promotional items for Police Department recruiting
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City of Tupelo
Fy 2023 Budget Revision #7

Whereas, the Mayor and City Council of the City of Tupelo have determined that the budget estimates and certain increases are needed in the operating departments, it is hereby resolved to amend the FY 2023 Budget as follows:

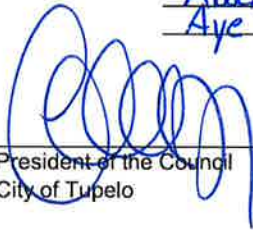
	Original Budget	Amendment	Amended Budget
Fund #327			
Tupelo Capital & Infrastructure Fund			
Revenues			
Grants	1,352,972		1,352,972
Transfer from Other Funds	9,990,293		9,990,293
Donations	200,000		200,000
Bond Proceeds	-		-
Unreserved Fund Balance	10,196,688	-	10,196,688
Total Revenues	21,739,953	-	21,739,953
Purpose:			
Expenditures			
Other Services & Charges			
Maintenance Projects	317,782		317,782
Street Overlay	4,492,247		4,492,247
Neighborhood Revitalization	842,771	(165,000)	677,771
Traffic Calming	120,000		120,000
Contingies/Grant Matches	-	-	-
Total Other Services & Charges	5,772,800	(165,000)	5,607,800
Capital			
Infrastructure Improvements	7,958,154		7,958,154
Purchase of Property	767,500	165,000	932,500
Equipment	1,095,954		1,095,954
Building Improvements	2,353,387		2,353,387
Park Improvements	2,606,772		2,606,772
Vehicles	581,807		581,807
Police Vehicles/Equipment	373,739		373,739
Fire Equipment/Trucks	229,840		229,840
Contingencies(Grant Matches)	-	-	-
Total Capital	15,967,153	165,000	16,132,153
Other Financing Uses	-	-	-
Total Expenditures	21,739,953	-	21,739,953

Purpose: To move funds from services to capital for the purpose of purchasing property.

Voting

Councilman Chad Mims	<u>Aye</u>
Councilman Lynn Bryan	<u>Aye</u>
Councilman Travis Beard	<u>Aye</u>
Councilman Nettie Davis	<u>Aye</u>
Councilman Buddy Palmer	<u>Aye</u>
Councilman Janet Gaston	<u>Absent</u>
Councilman Rosie Jones	<u>Aye</u>

Approved:



President of the Council
City of Tupelo

Attest:

Missy Shelton
Clerk of the Council

Jodd Gode
Mayor
City of Tupelo

Attest:

Kim Danna
City Clerk

NOTICE OF RESOLUTION OF INTENT

The Mayor and the City Council of the City of Tupelo, Mississippi (the "**Governing Body**"), acting for and on behalf of the City of Tupelo, Mississippi (the "**City**") took up for consideration the matter of providing financing for certain capital improvements of the City, and after a discussion of the subject matter, the following resolution was presented for consideration:

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY AND/OR ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, IN ONE OR MORE TAXABLE OR TAX-EXEMPT SERIES, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TWENTY MILLION DOLLARS (\$20,000,000); DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

WHEREAS, the Governing Body, acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. The City is authorized by Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time (the "**City Bond Act**") to issue general obligation bonds for the purposes set forth therein, including, but not limited to, (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning and equipping municipal buildings and purchasing buildings and land therefor; (iii) purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; (iv) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (v) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (vi) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (vii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (viii) constructing bridges and culverts; (ix) purchasing machinery and equipment, including motor vehicles weighing not less than twelve thousand (12,000) pounds, which have an expected useful life in excess of ten (10) years which expected useful life shall exceed the life of the bonds financing such purchase; and (x) for other authorized purposes under the City Bond Act, including funding capitalized interest, if applicable, and paying the costs of borrowing (collectively, the "**Project**").

2. The City is also authorized under Sections 31-25-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**" and together with the City Bond Act, the "**Act**"), and other applicable laws of the State of Mississippi (the "**State**"), to issue a general obligation bond of the City to be sold to the Mississippi Development Bank (the "**Bank**") to finance the costs of the Project.

3. The Project is in accordance with and in furtherance of the provisions of the Act.

4. The Governing Body is authorized to provide financing for the costs of the Project either (a) through the issuance of general obligation bonds of the City, in one or more taxable or tax-exempt series, in a total aggregate principal amount not to exceed Twenty Million Dollars (\$20,000,000) (the "**Bonds**") pursuant to the City Bond Act, and/or, (b) through the issuance of a general obligation bond of the City, in one or more taxable or tax-exempt series, to be sold to the Bank (the "**City Bond**") in a total aggregate principal amount not to exceed Twenty Million Dollars (\$20,000,000).

5. As of June 1, 2023, the assessed value of all taxable property within the City, according to the last completed assessment for taxation, is \$591,219,853, and the City has outstanding bonded indebtedness as subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in the amount of \$40,290,000, and outstanding bonded and floating indebtedness as subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act (which amount includes the sum set forth above subject to the fifteen percent (15%) debt limit), in the amount of \$45,880,000.

6. The Bonds and/or the City Bond, when added to the outstanding bonded indebtedness of the City, including any indebtedness of the City issued subsequent to the adoption of this resolution but prior to the issuance of the Bonds and/or the City Bond, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of all taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of all taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

7. There has been no increase in said bonded and floating general obligation indebtedness of the City since June 1, 2023.

8. It is necessary for the health and well-being of the citizens of the City, and it would be in the best interest of the City for the Governing Body to provide financing for the costs of the Project by borrowing money through the issuance of the Bonds and/or the City Bond, all in accordance with the City Bond Act and/or the Act.

9. The Governing Body is authorized and empowered by the Act to issue the Bonds and/or the City Bond for the purposes as hereinafter set forth and there are no other available funds on hand or available from regular sources of income for such purposes.

10. The City reasonably expects that it will incur expenditures prior to the issuance of the Bonds and/or the City Bond which it intends to reimburse with the proceeds of the Bonds and/or the City Bond upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds and/or the City Bond in anticipation of the issuance of the Bonds and/or the City Bond is made pursuant to Department of Treasury Regulations Section 1.150-2 (the "**Reimbursement Regulations**"). The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued for the Project is the amount hereinabove set forth.

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

SECTION 1. The Governing Body, acting for and on behalf of the City, hereby declares its intention to issue and sell the Bonds and/or the City Bond to the Bank, in one or more taxable or tax-exempt series, in the total aggregate principal amount not to exceed Twenty Million Dollars (\$20,000,000).

SECTION 2. The Bonds or the City Bond are to be issued to raise money for the purpose of financing the Project in accordance with the Act.

SECTION 3. The Bonds or the City Bond may be issued in one or more taxable or tax-exempt series and, if issued, will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate, or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Bonds or the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds or the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the bond resolution adopted by the Governing Body in connection with the issuance of the Bonds or the City Bond.

SECTION 4. The Governing Body proposes to direct the issuance of all or any portion of the Bonds or the City Bond in the amount and for the purposes and secured as aforesaid at a meeting of the Governing Body to be held at its usual meeting in City Hall, located at 71 East Troy Street, Tupelo, Mississippi, at the hour of 6:00 o'clock p.m. on August 1, 2023, or at some meeting or meetings subsequent thereto; provided, however, that if ten percent (10%) of the qualified electors of the City or fifteen hundred (1,500), whichever is less, shall file a written protest with the City Clerk of the City (the "City Clerk") in her office located in City Hall at 71 East Troy Street, Tupelo, Mississippi, against the issuance of the Bonds or the City Bond on or before 4:00 o'clock p.m. on August 1, 2023, then the Bonds or the City Bond shall not be issued unless approved at an election on the question thereof called and held as is provided by law; provided, further that if no protest is filed, then the Bonds or the City Bond may be issued and sold in one or more taxable or tax-exempt series without an election on the question of the issuance thereof at any time within a period of two (2) years after August 1, 2023.

SECTION 5. This resolution shall be published once a week for at least three (3) consecutive weeks in the *Northeast Mississippi Daily Journal*, a newspaper published in and having general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented from time to time. The first publication of this resolution shall be made not less than twenty-one (21) days prior to the date fixed herein, and the last publication shall be made not more than seven (7) days prior to such date.

SECTION 6. The City Clerk of the Governing Body shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of the publication of this resolution and have the same before the Governing Body on the date and hour specified in Section 4 hereof.

SECTION 7. The City reasonably expects that it will incur expenditures prior to the issuance of the Bonds and/or the City Bond which it intends to reimburse with the proceeds of the Bonds and/or the City Bond upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds and/or the City Bond in anticipation of the issuance of the Bonds and/or the City Bond is made pursuant to the Reimbursement Regulations. The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued for the Project is the amount hereinabove set forth.

SECTION 8. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

The above and foregoing resolution, after having been first reduced to writing, was introduced by Council Member Palmer, seconded by Council Member Beard and was adopted by the following roll call vote, to wit:

YEAS:

Jones
~~(Insert Vote Count)~~

Mims
Bryan
Beard
Davis
Palmer

NAYS:

none

ABSENT:

Gaston

The President thereby declared the motion carried and the resolution adopted, this the 20th day of June 2023.

ATTEST:

/s/ Missy Shelton
CLERK OF COUNCIL

ADOPTED:

/s/ [Signature]
PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 20th day of June 2023.

/s/ Kim Hanna
CITY CLERK

/s/ Todd Jordan
MAYOR

Publish as a legal notice for four (4) consecutive weeks on July 10, 17, 24 and 31, 2023.

There came on for consideration the matter of providing financing for certain capital improvements for the City of Tupelo, Mississippi, and after a discussion of the subject matter, Council Member Beard offered and moved the adoption of the following resolution:

RESOLUTION HIRING REQUIRED LEGAL COUNSEL AND AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR IN CONNECTION WITH THE SALE AND ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF TUPELO, MISSISSIPPI AND/OR A GENERAL OBLIGATION BOND OF SAID CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, IN ONE OR MORE TAXABLE OR TAX-EXEMPT SERIES, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TWENTY MILLION DOLLARS (\$20,000,000); AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and the City Council of the City of Tupelo, Mississippi (the "**Governing Body**"), acting for and on behalf of the City of Tupelo, Mississippi (the "**City**"), is authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**City Bond Act**"), to issue general obligation bonds for the purposes set forth therein, including, but not limited to, (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning and equipping municipal buildings and purchasing buildings and land therefor; (iii) purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; (iv) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (v) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (vi) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (vii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (viii) constructing bridges and culverts; (ix) purchasing machinery and equipment, including motor vehicles weighing not less than twelve thousand (12,000) pounds, which have an expected useful life in excess of ten (10) years which expected useful life shall exceed the life of the bonds financing such purchase; and (x) for other authorized purposes under the City Bond Act, including funding capitalized interest, if applicable, and paying the costs of borrowing (collectively, the "**Project**"); and

WHEREAS, the City is also authorized under Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**" and together with the City Bond Act, the "**Act**"), and other applicable laws of the State of Mississippi (the "**State**"), to issue a general obligation bond of the City to be sold to the Mississippi Development Bank (the "**Bank**") to finance the costs of the Project; and

WHEREAS, the Project is in accordance with and in furtherance of the provisions of the Act; and

WHEREAS, the Governing Body is authorized to provide financing for the costs of the Project either (a) through the issuance of general obligation bonds of the City, in one or more taxable or tax-exempt series, in a total aggregate principal amount not to exceed Twenty Million Dollars (\$20,000,000) (the "**Bonds**") pursuant to the City Bond Act, and/or, (b) through the issuance of a general obligation bond of the City, in one or more taxable or tax-exempt series, to be sold to the Bank (the "**City Bond**") in a total aggregate principal amount not to exceed Twenty Million Dollars (\$20,000,000); and

WHEREAS, in connection with the execution and delivery of the documentation necessary to secure the sale and issuance of the Bonds and/or the City Bond, the Governing Body now desires to hire the required legal bond counsel and an independent registered municipal advisor.

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

SECTION 1. The Governing Body, acting for and on behalf of the City, does hereby find and determine that it is necessary and advisable for the City to hire the required legal bond counsel and an independent registered municipal advisor in connection with the issuance of the Bonds and/or the City Bond, in one or more taxable or tax-exempt series, in the total aggregate principal amount not to exceed Twenty Million Dollars (\$20,000,000).

SECTION 2. Butler Snow LLP, Ridgeland, Mississippi, is hereby selected to serve as bond counsel (the "**Bond Counsel**") to the City in connection with the sale and issuance of the Bonds and/or the City Bond. The Mayor of the City or the President of the Governing Body, acting for and on behalf of the City, is hereby authorized and directed to execute and deliver the engagement letter of Bond Counsel attached hereto as **Exhibit A**.

SECTION 3. Government Consultants, Inc., Madison, Mississippi, is hereby selected to serve as Independent Registered Municipal Advisor (the "**Municipal Advisor**") to the City in connection with the sale and issuance of the Bonds and/or the City Bond. The Mayor of the City or the President of the Governing Body, acting for and on behalf of the City, is hereby authorized and directed to execute and deliver the Independent Registered Municipal Advisor disclosure letter of the Municipal Advisor attached hereto as **Exhibit B**.

SECTION 4. If the Municipal Advisor deems it in the best interest of the City to engage an Underwriter or Placement Agent in connection with the sale of the City Bond, the Governing Body of the City hereby authorizes the Mayor of the City or the President of the Governing Body, acting for and on behalf of the City, to execute any letters required by such Underwriter and/or Placement Agent, if applicable and upon advise of the Municipal Advisor.

SECTION 5. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

Council Member Davis seconded the motion and the resolution was adopted by the following roll call vote, to wit:

YEAS:
Mims
Bryan
Beard
Davis
Palmer
Jones

NAYS:
none

ABSENT:
Gaston

The President thereby declared the motion carried and the resolution adopted, this the 20th day of June 2023.

ATTEST:



CITY CLERK

ADOPTED:

PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 20th day of June 2023.

MAYOR

June 20, 2023

Mayor and City Council
City of Tupelo, Mississippi

Re: City of Tupelo, MS General Obligation Bond Financing, in one or more series, in a total aggregate principal amount not to exceed Twenty Million Dollars (\$20,000,000)

Ladies and Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Tupelo, Mississippi (the "**City**") in connection with the issuance of either (a) general obligation bonds of the City, in one or more taxable or tax-exempt series, in a total aggregate principal amount not to exceed Twenty Million Dollars (\$20,000,000) (the "**Bonds**") pursuant to the City Bond Act, and/or, (b) a general obligation bond of the City, in one or more taxable or tax-exempt series, to be sold to the Bank (the "**City Bond**") in a total aggregate principal amount not to exceed Twenty Million Dollars (\$20,000,000). We understand that the Bonds and/or the City Bond are being issued for the purpose of providing funds for (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning and equipping municipal buildings and purchasing buildings and land therefor; (iii) purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; (iv) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (v) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (vi) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (vii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (viii) constructing bridges and culverts; (ix) purchasing machinery and equipment, including motor vehicles weighing not less than twelve thousand (12,000) pounds, which have an expected useful life in excess of ten (10) years which expected useful life shall exceed the life of the bonds financing such purchase; and (x) for other authorized purposes under the City Bond Act, including funding capitalized interest, if applicable, and paying the costs of borrowing (collectively, the "**Project**").

Past Office Box 6010
Ridgeland, MS 39158-6010

ELIZABETH L. CLARK
601.985.4406
elizabeth.clark@butlersnow.com

Suite 1400
1020 Highland Colony Parkway
Ridgeland, Mississippi 39157

T 601.948.5711 • F 601.985.4500 • www.butlersnow.com

BUTLER SNOW LLP

SCOPE OF ENGAGEMENT

In connection with this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "**Bond Opinion**") regarding the validity and binding effect of the Bonds and/or the City Bond, the source of payment and security for the Bonds and/or the City Bond, and the excludability of interest on the Bonds and/or the City Bond from gross income for federal and State of Mississippi (the "**State**") income tax purposes;

2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds and/or the City Bond and coordinate the authorization and execution of such documents;

3. Assist the City in seeking from any other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds and/or the City Bond, except that we will not be responsible for any required Blue Sky filings;

4. Review legal issues relating to the structure of the Bond issue;

5. Assist with pursuing validation proceedings under State law;

6. Assist the City in preparing the official statement (the "**Official Statement**") and subject to satisfactory completion of our review, provide to the City written advice that in the course of our participation, no information has come to our attention that leads us to believe that the Official Statement, as of its date (except for financial statements, other statistical data, feasibility reports and statements of trends and forecasts and book-entry language contained in the Official Statement and its appendices, to which we will express no opinion), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading;

7. Assist the City in presenting information to bond rating organizations, if necessary, and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds and/or the City Bond;

8. Draft the continuing disclosure undertaking of the City;

9. Prepare and review the notice of sale pertaining to the competitive sale of bonds, if applicable.

Our Bond Opinion will be addressed to the City and will be delivered by us on the date of delivery of the Bonds and/or the City Bond. The Bond Opinion will be based on facts and laws existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Bonds and/or the City Bond. During the course of this engagement, we will rely on you to provide us with complete and timely information on all

developments pertaining to any aspect of the Bonds and/or the City Bond and their security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard. In rendering our Bond Opinion, we will expressly rely upon other counsel as to due authorization, execution and delivery of bond documents executed by the City.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties under this engagement, without a separate engagement as may hereafter be agreed between the parties, do not include:

(a) Except as described in paragraph 6 above, assisting in the preparation or review of the Official Statement or any other disclosure document with respect to the Bonds and/or the City Bond, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Official Statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

(b) Preparing request for tax rulings from the Internal Revenue Service ("**IRS**") or no action letters from the Securities and Exchange Commission ("**SEC**");

(c) If applicable, preparing Blue Sky or investment surveys with respect to the Bonds and/or the City Bond;

(d) Drafting State constitutional or legislative amendments;

(e) Pursuing test cases or other litigation, such as contested validation proceedings;

(f) Making an investigation or expressing any view as to the creditworthiness of the City or the Bonds and/or the City Bond;

(g) Except as described in paragraph 8 above, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds and/or the City Bond or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;

(h) Representing the City in IRS examinations or inquiries, or SEC investigations;

(i) After closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds and/or the City Bond will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds and/or the City Bond);

(j) Giving and/or providing any financial advice or financially-related recommendations concerning the issuance of the Bonds and/or the City Bond as mandated by SEC and/or MSRB rules; or

Mayor and City Council
City of Tupelo, Mississippi
June 20, 2023
Page 4

(k) Addressing any other matters not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We understand that counsel to the City has been engaged by the City to assist with the issuance of the Bonds and/or the City Bond, particularly as to the authorization, execution and delivery of bond documents. We assume that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds and/or the City Bond. Nevertheless, subsequent to Closing, we will mail to the IRS the appropriate IRS Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds and/or the City Bond.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds and/or the City Bond. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds and/or the City Bond so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds and/or the City Bond. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds and/or the City Bond; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the

Mayor and City Council
City of Tupelo, Mississippi
June 20, 2023
Page 5

responsibilities we will assume in connection therewith, our fee will not exceed one percent (1.00%) of the par amount of the Bonds and/or the City Bond, plus expenses, plus any fee paid to the State Bond Attorney, and plus our fee for participating and assisting with the preparation of the Official Statement, which additional fee shall not exceed 0.25% of the par amount of the Bonds and/or the City Bond.

If the financing is not consummated, we understand and agree that we will not be paid for our time expended on your behalf but will be paid for client charges made or incurred on your behalf.

RECORDS

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

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

By: **BUTLER SNOW LLP**

By: 
Elizabeth Lambert Clark

Accepted and Approved:

CITY OF TUPELO, MISSISSIPPI

BY: 
Mayor

Dated: June 20, 2023

Authorized by Resolution of the Governing Body of the City of Tupelo, Mississippi dated June 20, 2023.



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GOVERNMENT CONSULTANTS, INC.
Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

Telephone: (601) 982-0005
Facsimile: (601) 982-2448
Email: gcms@gc-ms.net

June 20, 2023

Mayor and City Council
City of Tupelo, Mississippi
71 E. Troy Street
Tupelo, Mississippi

Re: Tupelo, Mississippi
Not to Exceed \$20,000,000 City of Tupelo, Mississippi General Obligation Bonds, in one or more taxable or tax-exempt series; OR
Not to Exceed \$20,000,000 Mississippi Development Bank Special Obligation Bonds (Tupelo, Mississippi General Obligation Bond Project), in one or more taxable or tax-exempt series (collectively, the "Bonds")
Disclosure and Engagement Letter (the "Letter")

Dear Mayor and City Council,

We are writing to provide certain disclosures to you as representative of the City of Tupelo, Mississippi (the "Issuer" or "Obligor") as required by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB"). Government Consultants, Inc. ("GCI" or the "Municipal Advisor") is an Independent Registered Municipal Advisor and welcomes the opportunity to provide municipal advisory services to you relative to the issuance of the above referenced Bonds.

Disclosures Concerning our Role as Municipal Advisor

- (i) The Municipal Advisor has a fiduciary duty to you. This is different than an underwriter, if any, who only has an obligation to deal fairly with you. The underwriter, if any, has financial and other interests that differ from yours, unlike the Municipal Advisor who has no financial or other interests that differ from your own.
- (ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential bond or debt issuance.
- (iii) We shall make a reasonable inquiry to the relevant facts that help determine which course of action best suits your interests. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.
- (iv) We shall evaluate possible material risks, benefits and alternatives related to the Bonds.
- (v) Our duties are limited to this transaction and the above-mentioned disclosures.
- (vi) In the event the Bonds are issued by the Mississippi Development Bank, we will be likewise engaged as Municipal Advisor to the Mississippi Development Bank as the "Issuer" and you as the "Obligor" under the documents related to the Bonds.

The MSRB provides a brochure covering information for municipal advisory client protections and appropriate regulatory authority contact information on the MSRB homepage at <http://www.msrb.org>.

Disclosure Concerning Conflicts of Interest and Other Information

MSRB Rule G-42 requires that GCI provide in writing any disclosures relating to actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in MSRB Rule G-42, if applicable. After reasonable due diligence by GCI, there are no known material conflicts of interest that may affect GCI's ability to serve as a municipal advisor to you. In the event the Bonds are issued by the Mississippi Development Bank, GCI will be engaged as the Municipal Advisor to the Mississippi Development Bank as Issuer and to you as Obligor, which represents a potential conflict of interest during the issuance of the Bonds. In accordance with MSRB Rule G-42, GCI will follow its fiduciary duty, that includes the duty of loyalty and the duty of care, to both the Issuer and Obligor, if applicable, and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in your best interest. There are no other known material conflict(s) of interest at the time of engagement.

If any new or additional material conflict(s) of interest occurs after the delivery and execution of this Letter, GCI will disclose all new material conflict(s) of interest to the you.

Disclosure Concerning the Compensation

Our compensation for serving as municipal advisor will be contingent on the issuance of the Bonds and is based, in part, on the size of the bonds. We will negotiate with you as to compensation and will be paid upon closing of the transaction(s). The Municipal Advisor will abide by its fiduciary duty to you and provide unbiased and independent advice as required by the MSRB.

Disclosure of Information Regarding Legal Events and Disciplinary History

GCI recommends potential clients to undertake its own evaluation of GCI's regulatory history, professional qualifications, and other material issues. Such information, whether material or not, must be reported on Form MA and/or MA-1 filed with the SEC. There are no recent changes made on any Form MA or Form MA-1, which are available and can be viewed on the SEC's EDGAR system website at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

Disclosure Relating to Issuing Bonds

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require that these payments be made no matter what budget restraints may be encountered. Your failure to pay principal and interest when due, could cause you to be in default. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer other debts at market rate levels.

Please be aware of the following basic aspects of the Bonds:

Fixed rate debt is an interest-bearing obligation that contains rates specified at closing and will not change while the bonds are outstanding. Maturity dates are fixed at the time of the closing and may include serial maturities (specified principal amounts are payable on the same date each year until final maturity) or a term maturity (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Interest on fixed rate bonds is typically paid semiannually at a stated fixed rate or rates for each maturity.

General obligation debt is an obligation to which your full faith and credit is pledged to pay principal and interest. This pledge is in the form of a millage, without limitation, to be collected within your jurisdiction in order to provide for the timely payment of general obligation debt. If needed, you promise to collect the taxes and repay the debt to which this obligation is pledged.

Additionally, the Bonds may be offered as federally taxable obligations.

Additionally, the Bonds may be offered as federally tax-exempt obligations. This requires that you comply with various Internal Revenue Service ("IRS") requirements and restrictions relating to how you use and invest the proceeds of the bond issue, how you use any facilities constructed with the proceeds of the bond issue and other restrictions throughout the term of the Bonds.

It is recommended that you consult with bond counsel on such tax matters related to the issuance of the Bonds.

Disclosure Concerning the Term of Engagement

The Term of Engagement is effective on the execution date of the document that employed GCI as your appointed municipal advisor and ends upon the closing and delivery of the Bonds. The Engagement may be terminated with or without cause by either party. A written notice must be delivered to the other party, specifying the effective date of the termination.

Acknowledgement

We must seek your acknowledgement that you have received this Letter. Accordingly, please acknowledge receipt of this Letter on in the space provided below. If you are not authorized to execute this Letter, please notify GCI immediately so the correct individual may be contacted. Please let us know if you have any questions or concerns.

Sincerely,

Government Consultants, Inc.

BY:  _____
Nick Schorr

RECEIPT ACKNOWLEDGEMENT

BY:  _____
Signature

Todd Jordan, Mayor, City of Tupelo, Mississippi
Authorized Representative's Name



AGENDA REQUEST

TO: Mayor and City Council
FROM: Dennis Bonds, Interim Director of Development Services
DATE: June 6, 2023
SUBJECT: IN THE MATTER OF REVIEW/APPROVE DEMOLITIONS **DRB**

Request: DRB

The Department of Development Services requests Council approval to demolish substandard structures on the following properties:

117 & 117 ½ Highland Drive (PARCEL 077Q-36-085-00)

1108 Marquette Street (PARCEL 077G-25-112-00)

2111 President Street (PARCEL 101M-12-093-00)

1203 North Green Street (PARCEL 089B-30-065-00)

718 North Church Street (PARCEL 089F-30-072-00)



HEARING NOTICE

June 2, 2023

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 43298

Vs.

GLAMOUR ENTERPRISES, LLC

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 Dennis Bonds 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 **117 & 117 ½ Street and Parcel #077Q-36-085-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanliness 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 **06/20/2023, 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

5. of \$1,500.00 or 50% of the actual cost.³² 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 2nd day of June, 2023.



**Dennis Bonds, Director
Department of Development Services
City Of Tupelo, Mississippi**

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

117 & 117.5 HIGHLAND DRIVE

BASIC INFORMATION

- ▶ PARCEL: 077Q-36-085-00
- ▶ CASE: 43298
- ▶ WARD: 4
- ▶ TAX VALUE: \$33,150
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side	\$26,140
Left side	\$35,490
Rear	\$834,930 (Harrisburg Landing)
Across street	\$38,880

TAXES/LIENS

Taxes	CURRENT
City liens	NO

VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK - YES

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS 11
- ▶ CURRENT STATUS Owner purchased for income property. Property is unable to pass C/O
- ▶ This property has changed hands many times. It is now in bad shape and not repairable

09/08/2022

GLAMOUR ENTERPRISES, LLC
 PO BOX 2811
 TUPELO, MS 38803

Re: CASE # 43298
 117 & 117-1/2 S HIGHLAND DR,
 PARCEL NUMBER: 077Q3608500



Dear Property Owner or Tenant,

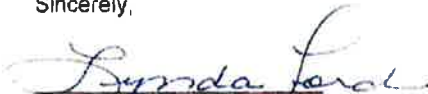
It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe

VIOLATION	DETAILS/REMEDY
BLDG MAINT	117 S. HIGHLAND
BLDG MAINT	117 1/2 S HIGHLAND
BRING UP TO THE 2018 RESIDENTIAL BUILDING CODE OR DEMOLISH BY DATE BELOW	

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE: 10/08/2022	REINSPECTION DATE: 10/08/2022
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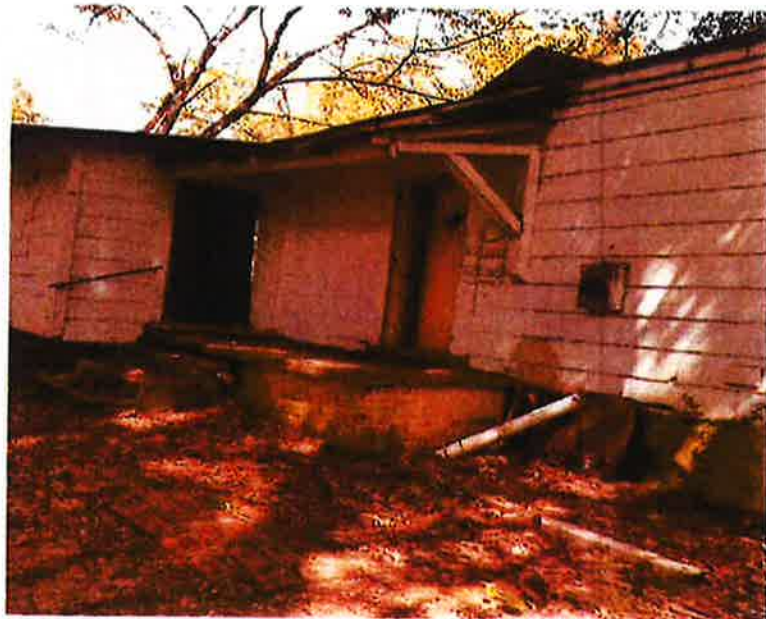
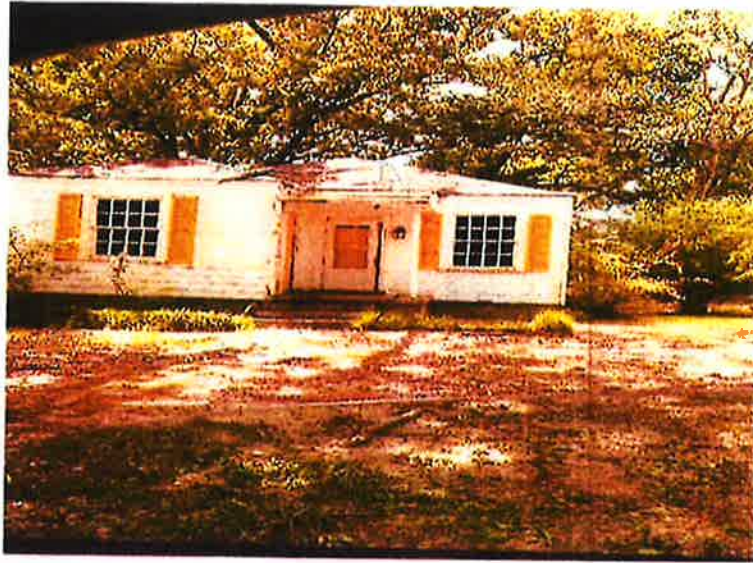
Thank you in advance for your compliance. If you have questions, please call 662.871.71758.

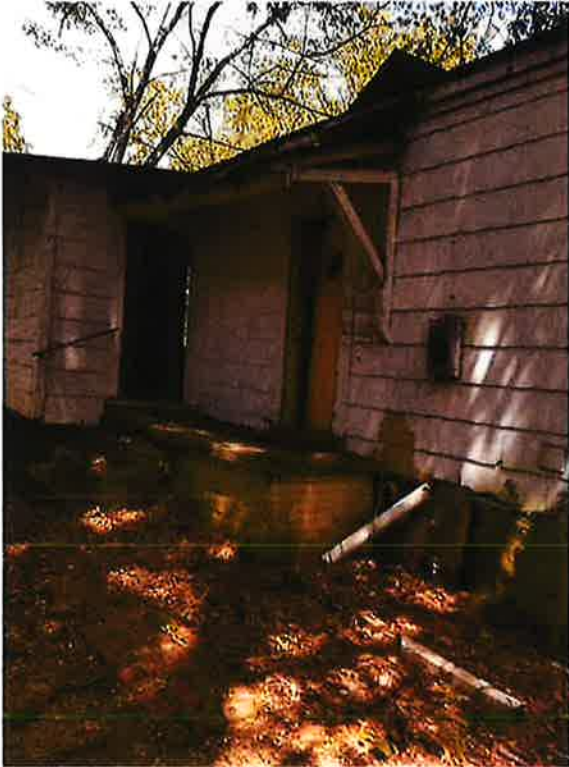
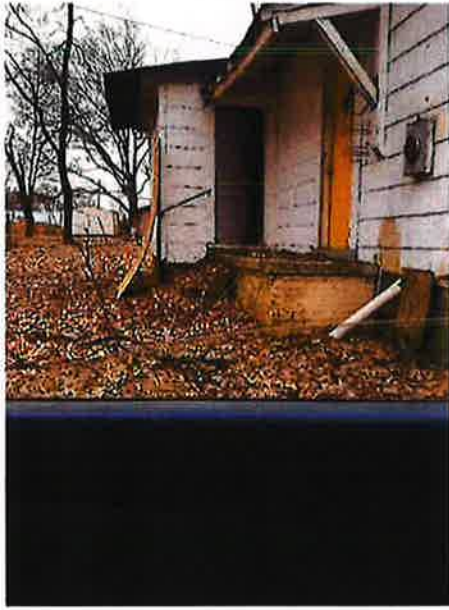
Sincerely,


 LYNDA FORD
 Code Enforcement

13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

- (2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.
- (3) Each day that a violation continues shall constitute a separate and distinct violation or offense







HEARING NOTICE

June 2, 2023

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 43435

Vs.

SUE C. LITTLE

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 Dennis Bonds 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 **1108 Marquette Street, Parcel #077G-25-112-00, Tupelo MS**, 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 **06/20/2023, 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.
- 5.

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 2nd day of June, 2023.



**Dennis Bonds, Director
Department of Development Services
City Of Tupelo, Mississippi**

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

1108 MARQUETTE STREET

BASIC INFORMATION

- ▶ PARCEL: 077G-25-112-00
- ▶ CASE: 43435
- ▶ WARD: 2
- ▶ TAX VALUE: \$72,480
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side	\$80,830
Left side	\$98,730
Rear	\$0
Across street	\$72,820

TAXES/LIENS

Taxes	CURRENT
City liens	NO

VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK - YES

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS 8
- ▶ CURRENT STATUS This house is a burnout but the property has long been a problem as far as junk and litter. It appears vacant. An old lady was staying in the house but has since left.

10/06/2022

LITTLE SUE C
1108 MARQUETTE
TUPELO, MS 38801

Re: CASE # 43435
1108 MARQUETTE,
PARCEL NUMBER: 077G2511200



Dear Property Owner or Tenant,

It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

VIOLATION	DETAILS/REMEDY
OPEN/OUTDOOR STORAGE & LITTER	PLEASE CLEAN OUT CARPORT. THANK YOU.
MINIMUM LANDSCAPE STANDARDS	PLEASE TRIM AND MAINTAIN SHRUBS.

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE:	REINSPECTION DATE:
10/17/2022	10/17/2022

Thank you in advance for your compliance. If you have questions, please call 662.432.2959.

Sincerely,

JEREMY SAPP
Code Enforcement



landscaping.



13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

- (2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.
- (3) Each day that a violation continues shall constitute a separate and distinct violation or offense.





HEARING NOTICE

June 2, 2023

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 43968

Vs.

ELOISE BARNES ESTATE AND ANY PERSON OR
ENTITY CLAIMING INTEREST IN PROPERTY
LOCATED AT 2111 PRESIDENT STREET, TUPELO, MS. 38801

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 Dennis Bonds 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 **2111 President Street and Parcel #101M-12-093-00, Tupelo MS**, 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 **06/20/2023, 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.
- 5.

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 2nd day of June, 2023.



**Dennis Bonds, Director
Department of Development Services
City Of Tupelo, Mississippi**

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

2111 PRESIDENT STREET

BASIC INFORMATION

- ▶ PARCEL: 101M-12-093-00
- ▶ CASE: 43968
- ▶ WARD: 3
- ▶ TAX VALUE: \$101,020
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side	\$120,890
Left side	\$132,130
Rear	\$96,130
Across street	\$99,980

TAXES/LIENS

Taxes	CURRENT
City liens	NO

VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED -- YES
- ▶ ACCUMULATION OF JUNK - YES

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS 4
- ▶ CURRENT STATUS ABANDONED
- ▶ This property has been vacant for some time but when the April tornado went through this area, this house was hit and the main portion of the roof collapsed.

04/13/2023

BARNES E C ELOISE
2111 PRESIDENT
TUPELO, MS 38801

Re: CASE # 43968
2111 PRESIDENT AVE,
PARCEL NUMBER: 101M1209300



Dear Property Owner or Tenant,

It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

VIOLATION	DETAILS/REMEDY
BLDG MAINT	PLEASE CONTACT OUR OFFCE DISCUSS YOUR INTENT REGARDING THIS PROPERTY. WE ASK FOR THIS PROPERTY TO BE BOUGHT UP TO THE CODE OR DEMOLISHED. THANKS
CONDEMNATION OF UNSAFE PROPERT	PROPERTY IS UNSAFE FOR HUMAN OCCUPANCY. PLEASE SECURE PROPERTY UNTIL RENOVATIONS ARE MADE OR STRUCTURE IS REMOVED. THANKS

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE: 04/28/2023	REINSPECTION DATE: 04/28/2023
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Thank you in advance for your compliance. If you have questions, please call 662.432.2959.

Sincerely,


SABRINA BOWDRY
Code Enforcement

IPMC SEC 108 - UNSAFE STRUCTURES & EQUIPMENT 108.1-108.7

108.1 GENERAL. When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code. (108.1-108.7 INCLUDED)

PROPERTY MAINTENANCE - BUILDING MAINTENANCE

11.6.3(6) Building Maintenance: It shall be unlawful and a violation of this code for any person to erect, maintain, use, place, deposit, cause, allow, leave or permit any of the following on any residential property:

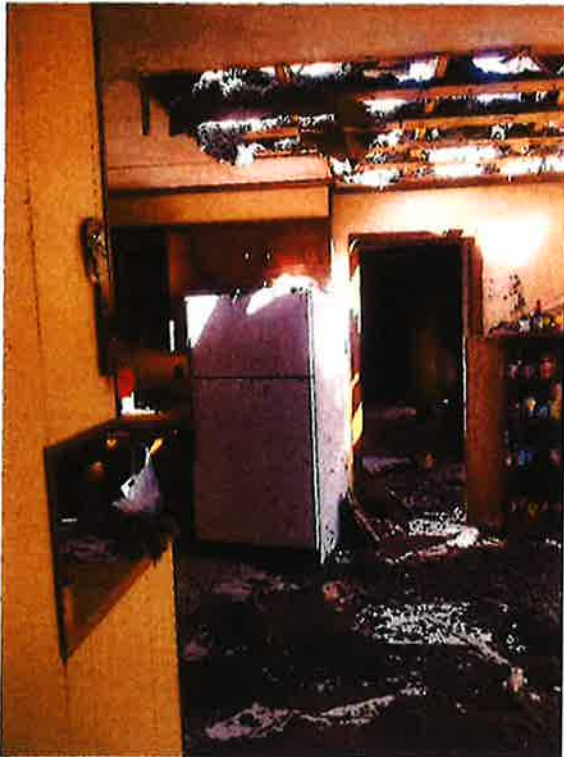
- (a) Any wood surfaces unprotected from the elements by paint or other protective treatment;
- (b) Exterior painted surfaces with loose, cracked, scaling, chipping, or peeling paint, visible from a public area, in such amounts as to present a deteriorated or slum-like appearance;
- (c) Broken, rotted, split, curled or missing roofing material in such amounts as to present a deteriorated or slum-like appearance.
- (d) Property owners are responsible for maintenance of property and behavior of tenants in rental property.





13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

- (2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.
- (3) Each day that a violation continues shall constitute a separate and distinct violation or offense.





HEARING NOTICE

June 2, 2023

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 43440

Vs.

**EMMANUEL CHURCH OF GOD IN CHRIST,
AND THE BOARD OF TRUSTEES OF THE
EMMANUEL CHURCH OF GOD IN CHRIST**

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 Dennis Bonds 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 **1203 North Green Street, Parcel #089B-30-065-00, Tupelo MS**, 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 **06/20/2023, 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.
- 5.

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 2nd day of June, 2023.



**Dennis Bonds, Director
Department of Development Services
City Of Tupelo, Mississippi**

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

1203 NORTH GREEN STREET

BASIC INFORMATION

- ▶ PARCEL: 089B-30-065-00
- ▶ CASE: 43440
- ▶ WARD: 4
- ▶ TAX VALUE: \$16,740
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

- Right side \$40,440
- Left side \$0
- Rear \$0
- Across street \$0 (North Green Street Church of Christ)

TAXES/LIENS

- Taxes CURRENT
- City liens NO

VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK - NO

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS 5
- ▶ CURRENT STATUS This home was once used by the church as Sunday school classrooms and then as a food pantry. It is dilapidated and they do not want to repair.

11/16/2022

EMMANUEL COGIC
1208 N GREEN ST
TUPELO, MS 38802



Re: CASE # 43440
1203 N GREEN ST,
PARCEL NUMBER: 089B3006500

Dear Property Owner or Tenant,

It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

VIOLATION	DETAILS/REMEDY
BLDG MAINT	PLEASE BRING STRUCTURE UP TO CODE OR DEMOLISH. THANKS
DUMPSTER SCREENING	PLEASE REMOVE DUMPSTER FROM STREET AND PLACE DUMPSTER INSIDE ENCLOSURE. SEE ATTACHED CODE FOR DETAILS. THANKS
MINIMUM LANDSCAPE STANDARDS	PLEASE TRIM TREES BRANCHES AND REMOVE VINES AND ROUGE VEGATATION OFF HOUSE. THANKS

<p>PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE:</p> <p style="text-align: right;">12/16/2022</p>	<p>REINSPECTION DATE:</p> <p style="text-align: center;">12/16/2022</p>
---	--

Thank you in advance for your compliance. If you have questions, please call 662.432.2959.

Sincerely,


SABRINA BOWDRY
Code Enforcement



13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

- (2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.
- (3) Each day that a violation continues shall constitute a separate and distinct violation or offense.





HEARING NOTICE

June 2, 2023

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 43290

Vs.

RYAN FOSTER

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 Dennis Bonds 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 **718 North Church Street, Parcel #089F-30-072-00, Tupelo MS**, 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 **06/20/2023, 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
5. 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 2nd day of June, 2023.



**Dennis Bonds, Director
Department of Development Services
City Of Tupelo, Mississippi**

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

718 NORTH CHURCH STREET

BASIC INFORMATION

- ▶ PARCEL: 089F-30-072-00
- ▶ CASE: 43290
- ▶ WARD: 4
- ▶ TAX VALUE: \$19,150
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side \$82,720
 Left side \$14,540
 Rear \$11,690
 Across street \$14,740

TAXES/LIENS

Taxes ARREARS
 City liens NO

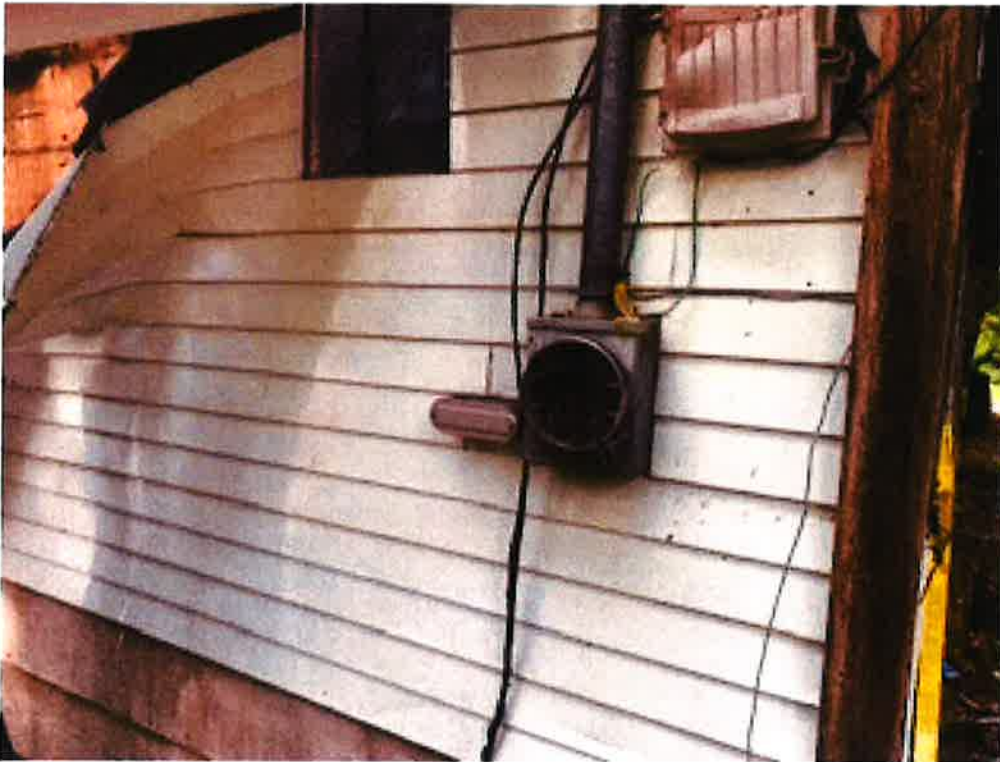
VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK - YES

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS 1
- ▶ CURRENT STATUS: This property caught fire last year and out of town owner has not applied for a demolition permit.





Final Lot Mowing Report for 6/20/2023

Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1. 44161	077M3610000	206 RANKIN BLVD	LOVE RUSSELL B	206 RANKIN BLVD	TUPELO, MS 38804	DS
2. 44165	088N3310300	LAKE ST	FAULKNER, LLOYD	PO BOX 100, 201 COUNTRY CLUB RD	HOUSTON, MS 38851	RS
3. 44166	077C2501600	1507 TRACE AVE	BENNETT HILLS INC	P O BOX 3786	MERIDIAN, MS 39303-3786	DS
4. 44187	077F2613400	1830 W JACKSON ST	CLAYTON PATRICK M	115 PATTERSON CIR	SALTILLO, MS 38866	DS
5. 44188	075J2105600	4542 LAKEWOOD LN	FLEISHHACKER PATRICIA	4542 LAKEWOOD LANE	BELDEN, MS 38826	DS
6. 44190	088F2813800	761 ELVIS PRESLEY DR	MOONEY DEBORAH & GORDON K ROBITILLE	1975 GRANDVIEW DR	TUPELO, MS 38804	RS
7. 44217	089N3103600	903 W MAIN ST	FIVE TALENTS PROPERTIES OF MS 1 LLC	P O BOX 535	CRESTVIEW, FL 32536	DS 91
8. 44219	075R2205200	3528 FAIR OAKS DR	MCMILLAN BLAKE & STEVE WHITEHEAD	1230 COUNTY ROAD 811	SALTILLO, MS 38866	DS
9. 44227	077P3502000	2089 W MAIN ST	NET LEASE SUDS III LLC & NET LEASE SUDS	100 MERRICK RD STE 202 EAST	ROCKVILLE CENTRE, NY 11570	DS
10. 44230	089P3115900	411 ELLIOTT ST	HERNDON JEREMY G	P O BOX 2231	TUPELO, MS 38803	DS
11. 44234	101B0214000	401 MONUMENT DR	HATCHWAY PROPERTIES 1 LLC	3100 OLD CANTON RD STE 200	JACKSON, MS 39216	RS
12. 44236	076Q2401400	1804 TRACE AVE	WFH PROPERTIES LLC	1208 MAXWELL	TUPELO, MS 38804	DS

Final Lot Mowing Report for 6/20/2023

Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13 44237	077C2503700	1603 OSBORNE ST	CONNOR PROPERTIES LLC	PO BOX 417	BELDEN, MS 38826	DS
14						
15						
16						
17						
18						
19						
20						62
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22						
23						
24						

**BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI**

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44130

GDA INVESTMENTS, LLC

OWNER

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **GDA INVESTMENTS, LLC** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: GDA INVESTMENTS, LLC

Address of Owner: P.O. BOX 87
RED BANKS, MS 38661

Parcel Number: 077P-35-067-00

Address of Violation: 107 LAKEVIEW DRIVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **06/06/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of lot mowing, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **06/20/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

6. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

5. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.


8. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of June, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: 
LYNN BRYAN, Council President

ATTEST:


MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN, Mayor

6-21-2023
Date

**BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI**

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44151

OSCAR HILARIO

OWNER

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **OSCAR HILARIO** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: OSCAR HILARIO
Address of Owner: 168 MOUNTAIN LEADER TRAIL
SALTILLO, MS 38866
Parcel Number: 077Q-36-219-00
Address of Violation: 202 ENOCH AVENUE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **06/06/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of lot mowing, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **06/20/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

6. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

5. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.


8. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of June, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: 
LYNN BRYAN, Council President

ATTEST:


MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN, Mayor

6-21-2023
Date

**BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI**

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44086

NATHAN C. DUNCAN

OWNER

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **NATHAN C. DUNCAN** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: NATHAN C. DUNCAN
Address of Owner: P.O. BOX 1564
TUPELO, MS 38802-1564
Parcel Number: 089P-31-121-00
Address of Violation: 602 SOUTH CHURCH STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **06/06/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of lot mowing, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **06/20/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

6. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

5. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

8. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of June, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: 
LYNN BRYAN, Council President

ATTEST:


MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN, Mayor

6-20-2023
Date

**BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI**

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44145

RAC LAND, LLC

OWNER

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **RAC LAND, LLC** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner:	RAC LAND, LLC
Address of Owner:	6775 LENOX CENTER COURT #100 MEMPHIS, TN 38115
Parcel Number:	101M-12-174-00
Address of Violation:	1195 SOUTH GLOSTER STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **06/06/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of lot mowing, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **06/20/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

6. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

5. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

8. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of June, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: 
LYNN BRYAN, Council President

ATTEST:


MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN, Mayor

6-21-2023
Date

**BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI**

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44147

JAMES SWINEA (LUCILLE)

OWNER

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **JAMES SWINEA (LUCILLE)** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: JAMES SWINEA (LUCILLE)
Address of Owner: 421 ROAD 830
PLANTERSVILLE, MS 38862
Parcel Number: 077Q-36-124-00
Address of Violation: 1502 REED STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **06/06/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of lot mowing, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **06/20/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

6. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

5. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

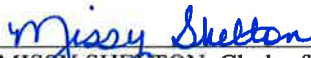
8. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of June, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: 
LYNN BRYAN, Council President

ATTEST:


MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN, Mayor

6-21-2023
Date

**BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI**

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44137

BENNETT HILLS, INC.

OWNER

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **BENNETT HILLS, INC.** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

Property Owner:	BENNETT HILLS, INC.
Address of Owner:	P.O. BOX 3786 MERIDIAN, MS 39303-3786
Parcel Number:	077C-25-016-00
Address of Violation:	1507 TRACE AVENUE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **06/06/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of lot mowing, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **06/20/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

6. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

5. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

8. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of June, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: 
LYNN BRYAN, Council President

ATTEST:


MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

6-21-2023
Date

**BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI**

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44123

WESLEY G. KUYKENDALL

OWNER

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **WESLEY G. KUYKENDALL** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

Property Owner:	WESLEY G. KUYKENDALL
Address of Owner:	1521 ELVIS PRESLEY DRIVE TUPELO, MS 38804
Parcel Number:	088B-28-001-00
Address of Violation:	1521 ELVIS PRESLEY DRIVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **06/06/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of lot mowing, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **06/20/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

6. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

5. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

8. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of June, 2023.

CITY OF TUPELO, MISSISSIPPI

BY:  _____
LYNN BRYAN, Council President

ATTEST:

 _____
MISSY SHELTON, Clerk of the Council

APPROVED:  _____
TODD JORDAN, Mayor

6-21-2023 _____
Date

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 37348

KATHY H. BARNETT, ET AL

OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to KATHY H. BARNETT, ET AL (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: KATHY H. BARNETT, ET AL
Address of Owner: 2281 EDGEMONT DRIVE
Parcel Number: 076K-23-041-00
Address of Violation: 2281 EDGEMONT DRIVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **12/20/22** following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot mowing was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

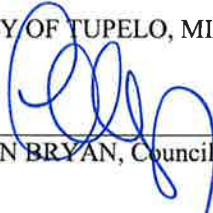
3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **06/20/2023**, adjudicated the actual cost of lot cleaning to be **\$9,747.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann §11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of June, 2023.

THE CITY OF TUPELO, MISSISSIPPI
BY: 
LYNN BRYAN, Council President

ATTEST:

Missy Shelton
MISSY SHELTON, Clerk of the Council

APPROVED:
Todd Jordan
TODD JORDAN., Mayor

6-21-2023
Date



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, Interim Director of Development Services

DATE June 6, 2023

SUBJECT: IN THE MATTER OF REVIEW/APPROVE REAPPOINTMENT OF LESLIE MART TO THE TUPELO PLANNING COMMITTEE **DRB**

Request: DRB

Review/Approve reappointment of Leslie Mart to a four year term on the Tupelo Planning Committee representing Ward 2 effective June 20, 2023

**MINUTES OF THE
TUPELO PLANNING COMMITTEE
MAY REGULAR MEETING
Monday, May 1, 2023
6:00 PM Council Chambers**

CALL TO ORDER

Chair Lindsey Leake called the meeting to order. Other committee members present included Mark Williams, Bentley Nolan, Pam Hadley, Leslie Mart, Patti Thompson, Victor Fleitas, Gus Hildenbrand and Scott Davis. Staff members present included City Planner Jenny Savely, Zoning Administrator Russ Wilson and Director of Development Services Tanner Newman. Chair Leake asked Patti Thompson to open with a prayer and Pam Hadley to lead the pledge. Chair Leake then presented an opening statement of the committee purpose and reviewed how the committee would conduct its business. The Staff and Committee were then asked to introduce themselves and did so.

REVIEW OF MINUTES

Chair Leake asked if there were any corrections to the minutes. Patti Thompson offered a correction under new business to correct where it says "Lindsey Leake will not be serving as chair, changed to Lindsey Leake will NOW be serving as chair." Scott Davis made a motion to approve the minutes of the April meeting with that correction, seconded by Patti Thompson and passed unanimously. Leake then opened the regular session of the meeting asking for a report on Council Actions.

REPORT ON COUNCIL ACTIONS

City Planner Jenny Savely said that there was nothing to report at this time.

OLD BUSINESS

Planner Savely mentioned old business TA-22-02 remains in legal review.

NEW BUSINESS

Leake announced the first item on the agenda, FLEX23-03, Palmer Storage, 1005 East Main Street requests to allow the use of the former Palmer's Supermarket as self-service climate-controlled storage units. Leake asked the applicant to come forward. J.K. Palmer, Jr "Buddy" Palmer came to the podium. Palmer thanked committee members for their service. Palmer stated he once served on the Planning Committee. Mr. Palmer mentioned that they recently closed their supermarket after 66 years in East Tupelo for various reasons and that it has been a mainstay in East Tupelo. They had a contract to sell but that deal fell through. Mr. Palmer asked his son Damon to distribute renderings of their buildings and lot to the committee. They have received offers to purchase the building, but none have been reasonable. He is asking to allow his son, Damon, to operate a climate controlled storage facility in this location. They already have storage units on the lot which will remain. Mr. Palmer said that some would say we are getting too many storage units, but the demand is there. This business will not be a restaurant, nor a coffee shop, it's not built for that. It was good for a supermarket, and perfect

for climate-controlled mini storage. Palmer added that he's paid taxes for 66 years and would simply ask to be allowed for his son to earn back some of the money he's lost in the supermarket business. Palmer also said he bought the two residential lots facing Elvis Presley to keep those lots in good shape to help East Tupelo.

Mark Williams asked Palmer about the Downtown Overlay District's extension further east just recently. Palmer said he was supportive of that to protect the housing in the area. Williams asked if Palmer, knowing the vision for the area, thought his proposal was in keeping with that vision. Palmer said that it was as good as you can get. Victor Fleitas asked a hypothetical question of Mr. Palmer that if the overlay district was extended tomorrow to include his location, would that change his calculation about what he would do with the property. Palmer said he already had two storage units on the property with minimal traffic impact, and recognized that he's prejudiced but thought it was a good looking project for the east side of Tupelo. Tanner Newman said he would hate to see another empty building on East Main. We've got two home-grown Tupelo citizens who want to improve the area. Newman said that the Overlay was concerned about the aesthetics and it sounds like they are willing to work with the City on that.

Palmer mentioned the other two lots he hoped to build on with maybe an Airbnb type housing, with Johnnie's Drive in nearby, where visitors could stay nearby the Birthplace, go to Johnnie's and Veterans Park. Gus Hildenbrand agreed that what is currently there looks better than most in East Tupelo and that Mr. Palmer will keep it that way. Hildenbrand said he had owned storage rooms himself and knew it could be kept looking nice with landscaping. Palmer asked his son Damon to come forward and explain the plan. Damon Palmer discussed the look of the facility further mentioning new signage. Scott Davis asked about the parking lot. Damon said they don't own the parking lot. Savely asked for clarification about the current parking lot and Palmer said they don't need it. Leslie Mart asked if they had considered sub-dividing the building with an inviting coffee shop up front, with the mini storage in the back. Damon Palmer said they haven't had any interest in that. Mart asked about landscaping on the front of the building. Damon Palmer said maybe adding potted plants, but that there wasn't room for that, but he was open to ideas. Patti Thompson asked about access from the back. Damon Palmer said he was just going to wall that off. Access will be on the front and customers will carry items in through the front. Hildenbrand added that this would be similar to the two former furniture stores on Coley Road that closed and converted to climate-controlled storage. Thompson asked if there would be an awning. Damon Palmer said there is one there now. Buddy Palmer added that the lot is very well lit. Damon said the windows there will stay and there will not be anyone staying on site, so plans do not require an onsite manager. Pam Hadley asked if the current storage units there are filled. Damon Palmer said yes, they were, but that these new ones will be 10' x 15' mostly – with code access and a website. Leake asked if anyone from the public would like to speak for or against the issue. Seeing none, Leake closed the public input portion of the hearing and opened it up for discussion between the committee members.

Gus Hildenbrand said he was surprised by the demand for storage buildings, but they are still hard to find and did not think they would have any trouble leasing these as climate-controlled. Leslie Mart asked Jenny Savely what the requirements were for landscaping and glass on the frontage. Savely gave the requirements but stated that the Committee could set the standards through the Flexible Use approval process, but that increasing the landscaping would require breaking up the concrete on the front. The windows meet code. Savely reminded the committee that they are considering the use as self-storage and that the construction would have to be approved during Plan Review. Patti Thompson shared a concern about turning down a similar request earlier this year across the street on Briar Ridge and asked if we would have any “flak” from that? Savely stated that what had been asked of that previous applicant was, even though they were not part of the downtown overlay area, that we had requested having Downtown Main Street’s input for their renovations, signage and aesthetics, but that location had some limitations. If the committee wanted to consider adding that same contingency on this project as that previous one that would soften how the committee had handled it. Mart summarized that the committee would be asking to allow DTMSA to assist with the review of the aesthetics and exterior of the building. Savely said yes, but not have to go through their stringent design review process but DTMSA could instead offer to review and comment, make suggestions. Thompson said she wasn’t sure how to word that. Newman offered that you could require their advice on review of the signage. Zoning Administrator Wilson added that the previous applicant did call in for more information. He did not receive a notice because he was not the owner of record on file. That applicant backed out of the deal based on the input from the committee. Their project got delayed when the property seller went into bankruptcy and the applicant never proceeded with the project, so the Committee never considered their application or voted on anything. Mart added that there were some traffic flow issues with that project that made it different.

Mart said that she was still concerned that it looked like a former grocery store that has been converted into mini-storage and hoped there was something that could be done differently in the front with the storage in the back that would be a win-win for the City and applicant. Savely explained a little about business recruitment and tax incentive processes, but said that the Tax Abatement incentives stop at Veterans. Newman said he still recommended wording having the developer work with the Downtown Overlay to come up with some exterior design options and hasn’t heard any negative feedback on that. Hildenbrand said that looking like Palmer’s Supermarket isn’t a bad thing. Buddy Palmer said that this has nothing to do with the Palmer legacy. It’s about the store. Most of East Tupelo knows about Palmer’s history the same as Leake & Goodlett’s. But it’s just a building, but they will retain the Palmer’s name.

Mark Williams made a motion to approve the Flexible Use of climate controlled mini storage as submitted provided the applicant works with the Downtown Main Street Association in consultation on the exterior design and signage that meets the spirit and intent of the association and the harmony of the district. Seconded by several simultaneously and approved unanimously. Leake asked Savely to inform the applicant of their next steps.

Leake announced the next application RZ23-01, a split zoning lot on the east side of South Veterans. Since City of Tupelo is the applicant, Savely went to the podium to present the case. The subject parcel on South Veterans has split zoning with the portion directly off Veterans being MUCC and the rear portion being MDR. The reason for the application is that the owner has brought forward a plan for developing the lot for an assisted care facility. This requires that we correct the mistake of split zoning. The applicant requires zoning verification for the parcel and to allow the development, we need a fully commercial zoned lot. So, this is just tidying up the zone. Mart asked if we were just correcting the zoning on just this one lot, or what about the others nearby with similar issues. Savely mentioned that criteria for rezoning is different than most applications before the committee, we don't have demonstration of public need yet on the other parcels, but we do on this one lot. Those other vacant parcels will have to be looked at when they are considered for development. Gus Hildenbrand said you can't rezone just because you want to, you have to have a good reason. Scott Davis said we have had similar situations before in cleaning up zoning mistakes. Mart clarified where the current zoning lines are and how they would change. Leake asked if anyone wanted to speak for or against the application. Hearing none he closed the public hearing and asked if there was a motion. Scott Davis made a motion to approve, Mart seconded the motion with a unanimous vote in favor of approval.

Chair Leake mentioned that the next work session will be Tuesday, May 30th at 5:15 PM, and the regular June Planning Committee Meeting will be scheduled for Monday, June 5th at 6 PM.

Tanner Newman asked to speak for a moment. He thanked the Committee for their service. He said it has been an honor to serve with this team and feels there have been many accomplishments over the last two years. Since he had announced in January his intent to run for the Northern District Public Service Commissioner post, it has become evident that the time has come for him to step away from the City to focus his efforts full time on that race. So, effective Wednesday, May 3rd, Newman stated that he will be taking a leave of absence to campaign full time across North Mississippi. In that time, the Mayor has appointed City Engineer Dennis Bonds as Interim Director of Development Services. Newman thanked everyone for their support throughout this process. The Committee thanked Newman for his service to the City.

There being no further business, Patti Thompson made a motion to adjourn which passed unanimously.



Tupelo Major Thoroughfare Program Minutes

Date: 6/12/2023 **Time:** 4:30 PM **Call to Order:** Greg Pirkle **Meeting Adjourned:** 5:16 PM

ROLL CALL: Jennifer Roberson

In Attendance

MAJOR THOROUGHFARE MEMBERS PRESENT:

Robin Haire Raphael Henry (Zoom) Terry Bullard Jon Milstead (Zoom) Drew Robertson (Zoom)
 Stuart Johnson Greg Pirkle Danny Riley George Jones Ernie Joyner Charlotte Loden

MAJOR THOROUGHFARE MEMBERS NOT PRESENT:

C W Jackson Bill Cleveland Ted Roach Dan Rupert

OTHERS PRESENT:

Brent Spears Jennifer Roberson Kim Hanna Don Lewis Janet Gaston John White
 Luke Burleson Tyler Hathcock

Approval of Minutes

Chairman Greg Pirkle asked the Committee to review and approve the minutes of the May 8, 2023 Major Thoroughfare Program regular meeting. Ernie Joyner made a motion to accept the minutes. Robin Haire seconded the motion.

Minutes were approved unanimously by Committee.

Budget Report

Kim Hanna reviewed the Major Thoroughfare Phase VII Budget Report for the month ending May 31, 2023. Beginning Cash Balance was \$7,882,037. Total Revenue from Interest Earned was \$21,520. Total Expenditures for May was \$428,424. Payments included \$8,652 for Personnel Cost, \$83,608 for Maintenance Cost and \$336,164 for Veterans – Reese to Hamm St. Ending Cash Balance for Phase VII is \$7,563,957.

Current Projects

Brent Spears reviewed updates on the current projects

- Maintenance Work
 - Mill & overlay update
- Eason Blvd (Veterans to Briar Ridge)
 - Currently working on widening Hwy 6 and Briar Ridge Intersection and paving;
 - Finishing all paving on Monday, June 19th;
 - Contract time expires at the end of June;
 - Way ahead of schedule on Veterans.
- Update on Main Street Safety Improvements Project
 - Rescoped the project and will handle in-house;
 - Contractor with the bank is tearing island out within a few weeks & Public Works will come in to do their part.
- Veterans (Main to Hamm)
 - All the lane widening has been completed to the top of base pavement;
 - Most of the sidewalk construction has been completed on both sides of the road;
 - The retaining wall has been constructed next to the lake;
 - Ahead of schedule and may be through by the end of July.
- Thomas St to Lumpkin Ave
 - Work on this project has been suspended.
 - George Jones asked why we are using the turn lane the whole way.
 - Greg Pirkle stated that if it wasn't for the turn lane, it wouldn't be a Major Thoroughfare Project. The whole point of the entire Jackson improvement has been to create a way to get from east to west other than Main Street.
- MDOT Projects
 - Work wrapping up on McCullough Blvd job (Mr. Vernon to I-22).

Open Discussion

1. Greg Pirkle opened a discussion that was brought up to him by community members regarding Veterans and why we did not make that a three-lane all the way to I-22.
2. Janet Gaston asked if a traffic count was done on Veterans to justify the three-lane and how do we get to the point to determination that that's a viable project? Greg Pirkle said there are traffic counts on everything that's done and approved by voters. Anything on the Phase 6 projects, there were traffic studies and traffic counts. They do not get on the list of projects until we have done that.
3. Greg Pirkle asked John White if there are any savings we can make, if the N. Hamm to I-22 project goes through. The committee discussed this project. Greg recommended everyone talk to their neighbors to get feedback on this possible project.
4. Drew Robertson and Greg Pirkle discussed the protocol for a project that has not yet been approved by voters.
5. Major Thoroughfare members and those present discussed the underground electrical in the Jackson (Madison to Front) area. Jon Milstead asked to revisit this discussion at the next meeting.
6. Major Thoroughfare members and those present discussed the cost of the current projects and the funds that are still available.

With no further business to discuss, the meeting was adjourned.

Chairman Greg Pirkle

**Recorded by Jennifer Roberson
Submitted by Stephen Reed**

DOCUMENT 00500 AGREEMENT

THIS AGREEMENT is entered into as of the 15th day of May, 2023 between Tupelo Water & Light (hereinafter called Owner) and Service Electric Company (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 1. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: "Furnish labor, material, and equipment on the existing 46kV/15kV Transmission/Distribution Line to remove 17 wood poles and replace with 18 steel poles along with framing. The existing conductor is 636 MCM ACSR with 336 ACSR distribution underbuild. The transmission line can be de-energized but left in a state that it can be readily energized by TW&L if needed. The distribution line must remain energized."

SECTION 2. ENGINEER/ARCHITECT

Allen & Hoshall (hereinafter called Engineer/Architect) is to act as Owner's representative, and shall have the duties and responsibilities and the rights and authority assigned to Engineer/Architect in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

SECTION 3. CONTRACT TIME

3.1 Completion. The Base Bid Work will be substantially completed on or before October 4th, 2023, and completed and ready for final payment in accordance with paragraph 14.8 of the General Conditions on or before November 4th, 2023.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Three Hundred dollars (\$300.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

SECTION 4. CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds as follows:

All specified allowances are included in the above price and have been computed in accordance

with the General Conditions.

UNIT PRICE BID:

TOTAL OF ALL UNIT PRICES:

Five hundred eighty-nine thousand, one hundred fifty-eight Dollars sixty Cents (\$589,158.60**)**
(Price includes \$30,000.00 ACA if approved)

As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions. All specified allowances are included in the above price and have been computed in accordance with the General Conditions.

SECTION 5. PAYMENT PROCEDURES

5.1 Applications for Payment. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer/Architect as provided in the General Conditions.

5.2 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer/Architect on or about the 15th on the basis of the progress of the Work measured by the Schedule of Values established in accordance with paragraph 2.8 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer/Architect shall determine, or Owner may withhold, in accordance with paragraph 14.3(d) of the General Conditions.

95% of Work completed. If Work has been 50% completed as determined by Engineer/Architect, and if the character and progress of the Work have been satisfactory to Owner and Engineer/Architect, Owner on recommendation of Engineer/Architect, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions).

Upon Substantial Completion, payment will be made in an amount sufficient to increase total payments to Contractor to 97.5% of the Contract Price, less such amounts of Engineer/Architect shall determine, or Owner may withhold, in accordance with paragraph 14.3(d) of the General Conditions.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.8 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer/Architect as provided in paragraph 14.8 of the General Conditions.

SECTION 6. INTEREST

All monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

SECTION 7. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and all Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely.

7.3 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.4 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

7.5 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 Contractor has given Engineer/Architect written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer/Architect is acceptable to Contractor.

SECTION 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

- (a) This Agreement.
- (b) Performance Bond, Payment Bond and other Bonds.
- (c) Notice of Award.
- (d) General Conditions.
- (e) Supplementary Conditions.
- (f) These Specifications - See Document 00003 - TABLE OF CONTENTS.
- (g) Drawings, consisting of a cover sheet and sheets numbered as listed in Document 00004 - LIST OF DRAWINGS, TABLES AND SCHEDULES of specification.
- (h) Addenda numbers 1 to 2, inclusive.
- (i) Contractor's Bid, marked exhibit "A".
[Attach Bid Form only in special circumstances, such as listing of unit prices.]
- (j) The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.4 of the General Conditions.

The documents listed in paragraphs (a) through (j) above are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.4 of the General Conditions.

SECTION 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from duty or responsibility under the Contract Documents.

9.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

SECTION 10. OTHER PROVISIONS

Insert other provisions as may be required.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in quadruplicate.

030323

81987

One counterpart each has been delivered to Contractor and Engineer/Architect, and two to Owner.

This Agreement will be effective on 5/18/2023.

Owner: **Tupelo Water & Light**

Contractor: **Service Electric Company**

By: _____
[Corporate Seal]

By: *[Signature]*
[Corporate Seal]

Attest: _____

Attest: *[Signature]*

Address for giving notice:

Address for giving notice:

P.O. Box 1485

1631 East 25th Street

Tupelo, MS 38802-1485

Chattanooga, TN 37404

License No. Certificate of Responsibility
No.07025-SC Expires April 8, 2024

Agent for service of process:

(If Owner is a public body attach)
(evidence of authority to sign)
(and resolution or other document)
(authorizing execution.)

(If Contractor is a corporation)
(attach evidence of authority)
(to sign.)

END OF DOCUMENT



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE June 14, 2023

SUBJECT: IN THE MATTER OF APPROVAL OF THE EMERGENCY REPLACEMENT OF A 20” PRESSURE SEWER LINE **JT**

Request:

Request for approval of the emergency replacement of approximately ninety-one feet (91’) of 20” pressure sewer line from Central Pumping Station to the wastewater treatment plant. This replacement is necessary due a collapsed sewer line crossing the ditch on Community Drive. The estimated cost of this replacement is \$22,000.00 (materials).



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE: June 14, 2023

SUBJECT: IN THE MATTER OF AN EMERGENCY PURCHASE OF TWO (2) 300 kVA PADMOUNT TRANSFORMERS **JT**

Request:

I respectfully request your approval of an emergency purchase for the following:

- Two (2) 300 kVA 12870/120/208Y 3-phase padmount transformers – On May 25, 2023, Arkansas Electric submitted the lowest quote for these two transformers at \$22,860.00 each, for a total of \$45,720.00. This cost is subject to review at the time of shipment. The lead time for these transformers is approximately twelve (12) months.

This emergency purchase is requested due to the following factors:

- Volatility of the metals market and key transformer and wire cost factors beyond the manufacturer's control
- Lead/delivery times

Please let me know if you have any questions.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Neal McCoy, Director
DATE June 15, 2023
SUBJECT: IN THE MATTER OF REAPPOINTMENT OF STEPHANIE BROWNING TO
CVB BOARD JUNE 13, 2023 NM

Request:

Approve Stephanie Browning to CVB board to expire June 2025.

TUPELO INNKEEPERS ASSOCIATION

June 13, 2023

Mayor Todd Jordan
Tupelo City Hall
71 East Troy Street
Tupelo, MS 38804

Dear Mayor Jordan,

The Tupelo Innkeepers Association met on Tuesday, June 13, 2023 and voted to nominate Stephanie Browning to represent the Innkeepers Association on the Tupelo Convention and Visitors Bureau board of directors from June 2023 – June 2025. Ms. Browning's knowledge of the day-to-day operations of a hotel and the issues facing innkeepers in our current environment is vast and will be a considerable attribute in serving on the CVB board. Ms. Browning has served on the CVB board previously and has represented us well.

I hope you will consider our nomination and appoint Stephanie Browning to serve on the CVB board of directors. If you have any questions, please feel free to contact me at 662-871-8305.

Sincerely,



Romanda Ofosu-Darkwah, President
Tupelo Innkeepers Association



AGENDA REQUEST

TO: Mayor and City Council

FROM: Don Lewis, COO

DATE: June 20, 2023

SUBJECT: IN THE MATTER OF MAYOR JORDAN INTERNATIONAL TRAVEL
OCTOBER 2023 **DL**

Request:

Approval of international travel for Mayor Jordan.



City of Tupelo

Todd Jordan
Mayor

June 15, 2023

COUNCIL

Chad Mims
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Janet Gaston
Ward Six

Rosie Jones
Ward Seven

Mr. Lynn Bryan, Tupelo City Council President
Mr. Travis Beard
Ms. Nettie Davis
Ms. Janet Gaston
Ms. Rosie Jones
Mr. Chad Mims
Mr. Buddy Palmer

Tupelo City Council Members:

I am requesting approval of international travel for Mayor Todd Jordan to travel to Japan with a delegation from the Southeast US/Japan Association (SEUS). Mayor Jordan was invited to participate in this international visit by the Community Development Foundation. The visit is intended to promote trade, investment, tourism, education and friendship ties between the states in the SEUS/Japan Association and our Japanese counterparts.

The travel dates are October 7-15, 2023, and a deposit of \$4,863.88 is currently due. Any balance for hotel, airfare and ground transportation will be billed after the trip has been completed. The per diem for the nine-day visit is \$1,132.

This trip will be covered in the travel budget as a regular expense so we are just requesting approval to travel internationally.

Sincerely,

Don Lewis
City of Tupelo



May 16, 2023

TO: Mayor Todd Jordan
Tupelo City Hall
71 East Troy Street
Tupelo, MS 38804

C/O Don Lewis, COO
Tupelo

INVOICE

Ref: SEUS Japan 2023 Trip October 7 - 15, 2023 Attendee: Mayor Todd Jordan	Amount Due: \$4,863.88
--	------------------------

*Deposit Due\$4,863.87

** Please note: Any balance for hotel, airfare and ground transportation will be billed after the trip has been completed.*

Please remit payment to:
COMMUNITY DEVELOPMENT FOUNDATION
P.O. Box A
Tupelo, MS 38802



AGENDA REQUEST

TO: Mayor and City Council

FROM: Ben Logan, City Attorney

DATE June 15, 2023

SUBJECT: IN THE MATTER OF ORDER APPROVING EXERCISE OF SECOND OPTION TO PURCHASE REAL PROPERTY WITH BSB ASSOCIATES PARTNERSHIP, OR ITS SUCCESSOR IN INTEREST, FOR THE PURPOSE OF CONSTRUCTING A CLASS II RUBBISH LANDFILL

Request:

Last year the city entered an option agreement with BSB Associates Partnership to purchase property for the purposes of constructing a Class II rubbish landfill. The agreement provided two one-year options in order to allow permits to be obtained to construct the facility. Since exercising the first option, the city and Three Rivers Solid Waste Authority have amended the Three Rivers Solid Waste Authority Master Plan and await approval from the Mississippi Department of Environmental Quality (MDEQ). Upon approval of the amendment to the master plan, the city will apply to MDEQ for a permit to construct the Class II landfill. The first option is expiring, and the second must be exercised before June 30, 2023.

Approval to exercise second option and pay \$15,000.00 to BSB, or successor, is requested.

Order to be supplemented.

ORDER

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

WHEREAS, on June 30, 2022, the City entered into an option to purchase contract with BSB Associates Partnership, attached hereto as Exhibit “A”; and

WHEREAS, the contract contains two (2) one-year option provisions; and

WHEREAS, the City intends to build a Class II rubbish site on the real property under these options; and

WHEREAS, the City awaits Mississippi Department of Environmental Quality (MDEQ) approval of an amendment to the Three Rivers Solid Waste Authority (TRSWA) master plan to add this proposed facility to the region’s solid waste master plan; and

WHEREAS, to preserve the ability to purchase this property, the City wishes to exercise the second year option; and

WHEREAS, the proposed Class II Rubbish Site will provide at least twenty years capacity to dispose of natural vegetation, such as tree limbs, stumps and leaves brick; mortar, concrete, stone, and asphalt and other similar wastes specifically approved by MDEQ; and

WHEREAS, the city generates the need to dispose of these materials in its operations, especially after storms; and

WHEREAS, the cost savings from operating its own facility serves the best interests of the health, safety and welfare of its citizens.

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

1. That the exercise of the second option is approved.

2. The Mayor and City Clerk/Chief Financial Officer are authorized to sign any and all documents on behalf of the city and pay the option price of Fifteen Thousand Dollars (\$15,000.00) to BSB or its successor in interest.

The foregoing order was proposed in a motion by Council Member Palmer, 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	<u>Aye</u>
Councilmember Bryan	<u>Aye</u>
Councilmember Beard	<u>Aye</u>
Councilmember Davis	<u>Aye</u>
Councilmember Palmer	<u>Aye</u>
Councilmember Gaston	<u>Absent</u>
Councilmember Jones	<u>Aye</u>

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 20th day of June, 2023.

CITY OF TUPELO, MISSISSIPPI



Lynn Bryan, City Council President

ATTEST:

Missy Shelton
MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan

TODD JORDAN, Mayor

6-21-2023

DATE

Prepared by

& Return to: Stephen N. Reed
Assistant City Attorney
→ City of Tupelo, MS.
PO Box 1485
Tupelo, MS 38802
(662) 840-2059

OPTION AGREEMENT FOR PURCHASE OF REAL PROPERTY

Optionor

BSB Associates Partnership
PO Box 407
Tupelo, MS 38802
Telephone:

CITY OF TUPELO
LEE COUNTY, MISSISSIPPI

To

Optionee

City of Tupelo, MS
PO Box 1485
Tupelo, MS 38802
(662) 840-2059

Indexing Instructions: Sec. 8, T10S, R6E, City of Tupelo, Lee County, Mississippi

This **OPTION AGREEMENT** is entered into this the 30 day of June, 2022 by and between the City of Tupelo, Mississippi (hereinafter called "City" or "Buyer" or "Optionee"), and BSB Associates Partnership (hereinafter called "BSB" or "Owner" or "Optionor").

WHEREAS, Optionor is the owner of certain real property being, lying and situated in the City of Tupelo, County of Lee, State of Mississippi, such real property being more particularly identified, depicted and described as follows:

- Parcel No. 113V-08-004-00
- Parcel No. 113M-08-001-00
- Parcel No. 113M-08-004-00
- See Property Maps, Exhibit "A"
- See Legal Description, Exhibit "B"

WHEREAS, Optionee desires to procure an option to purchase said real property upon the terms and provisions as hereinafter set forth;

34 *we*

NOW, THEREFORE, for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties hereto and for the mutual covenants contained herein, Optionor and Optionee hereby agree as follows:

OPTION PRICE, TERM, EXTENSION AND TERMINATION

At the time of the execution of the first option ("Option 1"), Buyer shall pay Owner a non-refundable earnest money payment in the amount of Fifteen Thousand Dollars (\$15,000.00) (the "Option Price"). Option 1 shall be for a term of 12 months. Buyer may elect a second option for a period of 12 additional months, and at the time of the execution of the second option ("Option 2"), Buyer shall pay Owner a second, non-refundable earnest money payment in the amount of Fifteen Thousand Dollars (\$15,000.00). Option 2 shall also be for a term of 12 months. Both options shall extend from the date of the execution of this agreement. Either one or both of the non-refundable earnest money payments shall be applied to the purchase price of the property from Owner in the event Buyer exercises the either option and closes on the purchase of the Property. If Buyer does not exercise or extend Option 1, or if Option 1 is extended and Buyer does not exercise Option 2 before the end of the term of that option, then this agreement shall automatically terminate, Owner shall retain the Option Price(s) paid and no party shall have any further rights, duties, liabilities or obligations under this Agreement except as specifically set forth herein.

PURCHASE PRICE:

The purchase price to be paid for said property, in the event either option is exercised, is Six Hundred Fifty-Eight Thousand Dollars (\$658,000), less the amount of any earnest money paid.

WARRANTY DEED

In the event either Option is exercised, upon the closing of this transaction, the Owner shall be responsible for the preparation of and payment for the Warranty Deed necessary to close this transaction, and will make conveyance of the real property described herein to the Buyer by General Warranty Deed, free and clear of any and all liens and encumbrances whatsoever, except the following, to-wit:

1. Mineral reservations and conveyances, if any, by prior owners.
2. Taxes for the year wherein Option is exercised, which will be prorated as of the date of the closing of this transaction.
3. All rights-of-way and easements for public roads and public utilities.

TITLE CERTIFICATE

If either Option is exercised, Buyer will be responsible for the title certificate, soil test, environmental study and historical and archeology studies as needed. If said title certificate reflects defects, encumbrances or lack of marketability of the real property described herein, then owner shall have thirty (30) days from date of receipt of written notice from Buyer of such defect or unmarketability, to cure same. Unless the time to cure is extended in writing by the Buyer, if the title cannot be cured within said thirty-day period, then this Option Agreement shall terminate and Owner shall return the Option Money to Buyer. The parties agree that the following shall not be considered a defect, encumbrance or lack of marketability:

- (a) Ad Valorem taxes, if any, for year of sale;
- (b) Any prior mortgage, if any, which Owner agrees shall be satisfied at closing out of payment of the purchase price;
- (c) Any zoning ordinance or building restriction which may apply;
- (d) All oil, gas and other mineral interests reserved by prior owners;
- (e) Any rights-of-way for public roads or public utility easements.

AD VALOREM TAXES

If this Option is exercised, the ad valorem taxes, if any, due on the above described property will be prorated between the Owner and Buyer as of the date of closing of this transaction for that one (1) year.

DUE DILIGENCE

Buyer shall have the right and access to the site to undertake, at Buyer's expense, any and all physical inspections, studies, surveys and other investigations of and concerning the site as Buyer, in its sole discretion, may deem appropriate. In the event that any of the results reveal defects in title so that the property is not marketable, Buyer shall notify Owner in writing and this Option shall be terminated.

MISCELLANEOUS PROVISIONS

- 1) Owner leases the property on an annual basis and will be allowed to lease the property during the terms of either option for the years 2022 and 2023.
- 2) If either option is exercised, Owner will convey all mineral rights owned by Owner, to Buyer.
- 3) A Memorandum of Option will be filed in the land records of Lee County.

BINDING EFFECT

This Option Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, legal representatives, successors and assigns.

ENTIRETY OF AGREEMENT

This Option Agreement contains the entire agreement of Owner and Buyer with regard to the subject matter of this Option Agreement, and no prior agreement or understanding, whether written or oral, with regard to the same shall be valid or of any force and effect.

SEVERABILITY

In the event that any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

REAL ESTATE FEES AND COMMISSIONS

Buyer and Owner represent that neither is represented by a real estate agent or broker for the purposes of the effectuation of this contract. Furthermore, both parties agree that there will be no future payments of real estate fees or commissions, by either party to this contract to any real estate agent or broker.

NOTICE TO PARTIES

Notice, demand, or other communication mandated by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, or by electronic mail at the addresses stated below:

BSB Associates
Attn: David Brevard
PO Box 407
Tupelo, MS 38802
dbrevard@bbconcrete.com

City of Tupelo
Attn: Ben Logan, City Attorney
PO Box 1485
Tupelo, MS 38802
ben.logan@tupeloms.gov

BSB Associates
Attn: Bill Beasley
PO Box 29
Tupelo, MS 38802
beasleyb@phelps.com

CLOSING AND POSSESSION

The closing date shall be at the choosing of the Buyer. Said date shall be no later than the final date of Option 1. In the event that the buyer chooses to purchase Option 2, the date for closing shall be no later than the final date of Option 2. Notice of closing shall be sent at least 30-days prior to the date of closing to the addresses listed above. Possession shall take place at closing.

MODIFICATIONS

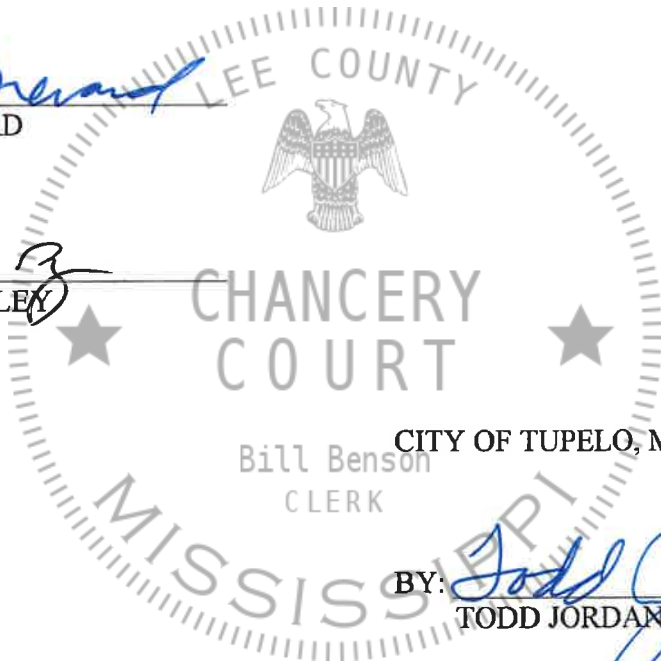
This Option Agreement may be modified or amended only by a written agreement executed by both Owner and Buyer.

EXECUTED IN TWO DUPLICATE ORIGINALS, on this, the 30 day of June, 2022.

BSB ASSOCIATES PARTNERSHIP

BY: David Brevard
DAVID BREVARD

BY: William D. Beasley
WILLIAM BEASLEY



CITY OF TUPELO, MISSISSIPPI

Bill Benson
CLERK

BY: Todd Jordan
TODD JORDAN, MAYOR

ATTEST:

BY: Kim Hanna
KIM HANNA, CITY CLERK/CFO

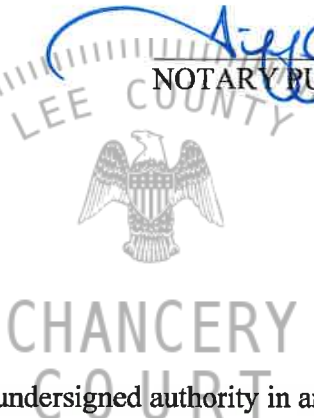
STATE OF MISSISSIPPI
COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for said county and state, on this the 30th day of June, 2022, within my jurisdiction, the within named DAVID BREVARD, who acknowledged that he is the Partner, and that for and on behalf of said BSB ASSOCIATES PARTNERSHIP, and as its act and deed, he signed, executed and delivered the above and foregoing instrument, after first having been duly authorized by said BSB ASSOCIATES PARTNERSHIP so to do.

My Commission Expires:



Tiffany May
NOTARY PUBLIC



Personally appeared before me, the undersigned authority in and for said county and state, on this the 30th day of June, 2022, within my jurisdiction, the within named WILLIAM BEASLEY, who acknowledged that he is the Partner, and that for and on behalf of said BSB ASSOCIATES PARTNERSHIP, and as its act and deed, he signed, executed and delivered the above and foregoing instrument, after first having been duly authorized by said BSB ASSOCIATES PARTNERSHIP so to do.

Tiffany May
NOTARY PUBLIC

My Commission Expires:



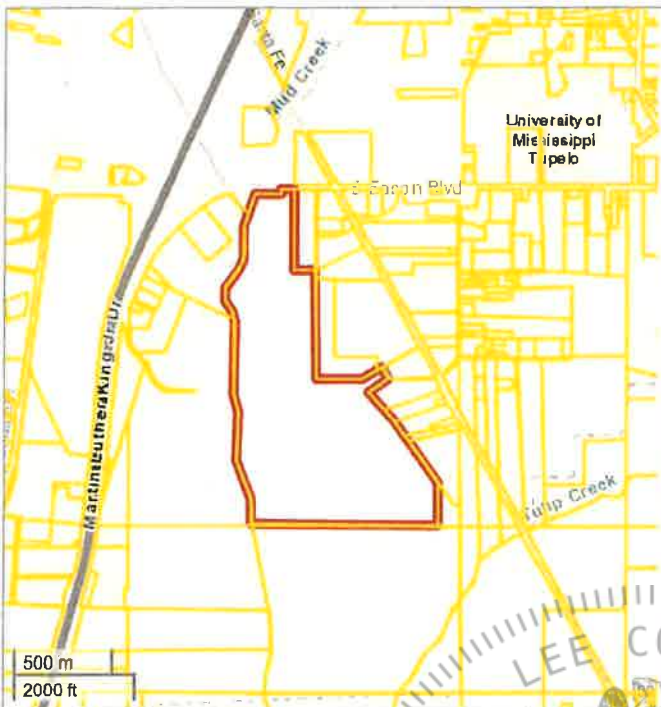
STATE OF MISSISSIPPI
COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th of June, 2022, within my jurisdiction, the within named TODD JORDAN, MAYOR and KIM HANNA, CFO/CITY CLERK, who acknowledged that as their act and deed, have signed, executed and delivered the above and foregoing instrument, and are duly authorized so to do.


NOTARY PUBLIC

My Commission Expires:





Lee County, MS

Lee County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Lee County Land Records GIS and is maintained for the internal use of the County. The County of Lee and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Lee County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.



Lee County Tax Assessor/Collector
 201 Jefferson St
 Tupelo, MS 38804
 (662) 432-2700

PPIN	8639
PARCEL_ID	113V-08-004-00
OWNERNAME	BSB ASSOCIATES
ADDRESS	P O BOX 407
ADDRESS2	
CITY	TUPELO
STATE	MS
ZIP	388020407
SECTION	08
TOWNSHIP	10S
RANGE	06E
LEGAL	PT SECTION
LEGAL2	
TAX_DIST	5730
CULT_AC1	0
CULT_AC2	157.67
UNCL_VAL1	0
UNCL_VAL2	56.83
UNCL_VAL3	214.5
CULT_VAL1	0
CULT_VAL2	38060
UNCL_VAL1	0
UNCL_VAL2	8450
LAND_VAL	46510
IMP_VAL1	0
IMP_VAL2	0
TOTAL_VALUE	46510
EXEMPT_CODE	0
HOMESTEAD	
DEED_BOOK	1083
DEED_PAGE	0277
DEED_DATE	387244800000
SITUS_ADDR	0

Exhibit

A



Lee County, MS

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Lee County Tax Assessor/Collector
 201 Jefferson St
 Tupelo, MS 38804
 (662) 432-2700

PPIN	26571
PARCEL_ID	113M-08-001-00
OWNERNAME	B S B ASSOC PARTNERSHIP
ADDRESS	P O BOX 407
ADDRESS2	
CITY	TUPELO
STATE	MS
ZIP	388020407
SECTION	08
TOWNSHIP	10S
RANGE	06E
LEGAL1	LOT PT NW1/4 NE1/4
LEGAL2	
TAX_DIST	5730
CULT_AC1	0
CULT_AC2	10.2
UNCULT_AC1	0
UNCULT_AC2	0
TOTAL_AC	10.2
CULT_VAL1	0
CULT_VAL2	183600
UNCUL_VAL1	0
UNCUL_VAL2	0
LAND_VAL	183600
IMP_VAL1	0
IMP_VAL2	0
TOTALVALUE	183600
EXFMPY_CODE	0
HOMESTEAD	
DEED_BOOK	1083
DEED_PAGE	277
DEED_DATE	
SITUS_ADDR	0



Lee County, MS

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Lee County Tax Assessor/Collector
 201 Jefferson St
 Tupelo, MS 38804
 (662) 432-2700

PPIN	26574
PARCEL_ID	113M-08-004-00
OWNERNAME	B S B ASSOC PARTNERSHIP
ADDRESS1	P O BOX 407
ADDRESS2	
CITY	TUPELO
STATE	MS
ZIP	38802
SECTION	08
TOWNSHIP	10S
RANGE	06E
LEGAL1	LOT PT NW1/4 NE1/4
LEGAL2	
TAX_DIST	5730
CULT_ACQ1	0
CULT_ACQ2	0
UNCULT_ACQ1	0
UNCULT_ACQ2	0
TOTN_VAL	0
CULT_VAL1	0
CULT_VAL2	24000
UNCULT_VAL1	0
UNCULT_VAL2	0
LAND_VAL	24000
IMP_VAL1	0
IMP_VAL2	0
TOTAL_VAL	24000
EXEMPT_COD	0
HOMESTEAD	
DEED_BOOK	853
DEED_PAGE	428
DEED_DATE	
STATUS_ADR	0

EXHIBIT "B"

BEGINNING at the point where the South right-of-way of Eason Boulevard intersects the West right-of-way line of the St. Louis and San Francisco Railroad (now Burlington Northern) and run thence South 28 degrees 59 minutes East along said West railroad right-of-way line 1,699.52 feet to the North line of the City of Tupelo property; thence run North 89 degrees 30 minutes West 1,056.62 feet; thence run South 00 degrees 30 minutes West 1,550.0 feet along the West side of the City property; thence run North 89 degrees 30 minutes East 658.30 feet; thence run North 59 degrees 37 minutes East 308.60 feet to a point 202.34 feet South of the Northeast Corner of the Northeast Quarter of the Southeast Quarter of Section 8, Township 10 South, Range 6 East; thence run North 59 degrees 37 minutes East 100.55 feet; thence run North 59 degrees 37 minutes East 680.02 feet to the West right-of-way line of said Railroad; thence run South 28 degrees 59 minutes East along said West right-of-way line 591.70 feet; thence run South 28 degrees 59 minutes East along said right-of-way line 204.77 feet; thence run South 71 degrees 20 minutes West 971.98 feet; thence run South 38 degrees 40 minutes East 244.82 feet; thence run South 71 degrees 20 minutes West 13.0 feet; thence run South 35 degrees 22 minutes East 1,205.97 feet; thence run South 00 degrees 15 minutes East 690.0 feet to the South line of Section 8, Township 10 South, Range 6 East; thence run South 89 degrees 45 minutes West along said Section line 2,857.49 feet, said point being 100.0 feet Easterly from the center line of Town Creek (said point to be known as Point A of the survey line); thence run South 89 degrees 45 minutes West 100.0 feet to the centerline of Town Creek; thence run Northerly along the center line of Town Creek, a survey line 100.0 feet Easterly from and parallel to said centerline, being described as: Beginning at Point A above and run North 10 degrees 26 minutes West 1,054.80 feet; thence North 15 degrees 19 minutes West 345.27 feet; thence North 13 degrees 13 minutes East 227.57 feet; thence North 04 degrees 06 minutes West 1,327.03 feet; thence North 00 degrees 41 minutes East 789.47 feet; thence North 04 degrees 41 minutes West 427.50 feet; thence North 15 degrees 32 minutes East 364.34 feet; thence North 29 degrees 34 minutes East 228.90 feet; thence North 09 degrees 08 minutes East 615.98 feet to Point B on the survey line, said point being 100.0 feet Easterly from the center line of Town Creek and on the South line of Eason Boulevard; thence from the center line of Town Creek, run North 89 degrees 47 minutes East 100.0 feet to said Point B; thence run North 89 degrees 47 minutes East along the South right-of-way line of Eason Boulevard 528.10 feet; thence run East along said South right-of-way line 635.43 feet to the Point of Beginning.

LESS AND EXCEPT there from the following described tracts of land:

(1) Commencing at the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section 8, Township 10 South, Range 6 East and run South 202.34 feet to a point on the South line of the City of Tupelo property; thence run North 59 degrees 37 minutes East along the City of Tupelo property line 780.57 feet to the West right-of-way line of the St. Louis-San Francisco Railroad; thence run North 28 degrees 59 minutes West along said railroad right-of-way line 1,540.06 feet to the POINT OF BEGINNING; thence run South 88 degrees 33 minutes 15 seconds West 912.45 feet; thence run North 00 degrees 00 minutes 50 seconds West 364.91 feet; thence run North 89 degrees 59 minutes 10 seconds East 30 feet; thence run 00 degrees 00 minutes 50 seconds West 50 feet; thence run North 89 degrees 59 minutes 10 seconds East 299.09 feet; thence run North 61 degrees 01 minutes 00 second East 320.21 feet to the West right of way line of the railroad; thence run South 28 degrees 59 minutes East along said right of way line 625.69 feet to

(5) Commencing at the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section 8, Township 10 South, Range 6 East, City of Tupelo, Lee County, Mississippi; thence run South for a distance 202.34 feet thence run North 59 degrees 37 minutes East for a distance of 780.57 feet to the West right of way line of St. Louis-San Francisco Railroad; thence North 28 degrees 59 minutes West for distance of 1,144.81 feet; thence South 88 degrees 33 minutes 15 seconds West for a distance of 1,103.95 feet to the POINT OF BEGINNING; thence South 89 degrees 59 minutes 10 seconds West for a distance of 30.0 feet; thence North 00 degrees 00 minutes 50 seconds West for a distance of 1,515.49 feet to the South right of way line of Eason Boulevard; thence North 89 degrees 59 minutes 10 seconds East along said South right-of-way line for a distance of 30.0 feet; thence South 00 degrees 00 minutes 50 seconds East for a distance of 1,515.49 feet to the Point of Beginning.

Lying and being in the North Half of Section 8, Township 10 South, Range 6 East, City of Tupelo, Lee County, Mississippi, and containing 1.10 acres.

(6) Commencing at the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section 8, Township 10 South, Range 6 East, City of Tupelo, Lee County, Mississippi; thence run South for a distance of 202.34 feet; thence run North 59 degrees 37 minutes East for distance of 780.57 feet to the West right-of-way line of St. Louis-San Francisco Railroad (now Burlington Northern); thence North 28 degrees 59 minutes West along said West right-of-way line for a distance of 2,165.75 feet for a POINT OF BEGINNING; thence South 61 degrees 01 minutes 00 seconds West for a distance of 320.21 feet; thence South 89 degrees 59 minutes 10 seconds West for a distance of 299.09 feet to the East line of Ryder Street; thence North 00 degrees 00 minutes 50 seconds West along the East line of Ryder Street for a distance of 758 feet, more or less, to the South line of Eason Boulevard; thence run North 89 degrees 47 minutes East 240 feet, more or less, to the West right-of-way line of the St. Louis-San Francisco Railroad (now Burlington Northern); thence run South 28 degrees 59 minutes East along West right of way line 684 feet, more or less, to the Point of Beginning.

Lying and being in the Northeast Quarter of Section 8, Township 10 South, Range 6 East, in the City of Tupelo, Lee County, Mississippi.

SAID land lying and being partly in the Northeast, the Northwest, the Southeast and the Southwest Quarters of Section 8, Township 10 South, Range 6 East, partly in the City of Tupelo, and all in Lee County, Mississippi.

SUBJECT to an Easement for a gas transmission line running in a Northwesterly-Southeasterly direction across the Southwest Corner of said tract.

AND SUBJECT to a Sewer Easement in favor of the City of Tupelo, dated June 12, 1980, and recorded in Book 1051, at Page 342, records of Lee County, Mississippi, across the Northeast and Northwest Quarters of said Section 8.

ALSO SUBJECT to existing streets, roadways and access roads.

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT shall be known as the “2023 City of Tupelo and Lee County, Mississippi Interlocal Cooperation Agreement for the Collection of Taxes” (hereinafter referred to as "Agreement") and entered into by and between the governing authorities of the CITY OF TUPELO, MISSISSIPPI, (hereafter referred to as "City") and LEE COUNTY, MISSISSIPPI (hereinafter referred to as "County") pursuant to the provisions of the Interlocal Cooperation Act of 1974 codified in Section 17-13-1, *et seq.* of the Mississippi Code Annotated (1972), as amended.

WITNESSETH:

WHEREAS, Section 17-13-1, *et seq.* of the Mississippi Code Annotated (1972), as amended, provides a mechanism in which local governmental units may contract with one another for services on a basis of mutual advantage and cooperation; and

WHEREAS, the City pursuant to Section 21-33-53 of the Mississippi Code annotated (1972), as amended, is authorized to collect municipal ad valorem taxes via its duly appointed municipal tax collector; and

WHEREAS, the County, pursuant to Section 27-1-1, *et seq.* of the Mississippi Code Annotated (1972), as amended, is authorized to collect county ad valorem taxes via duly elected tax collector; and

WHEREAS, the City and County first entered into an interlocal agreement for the collection of taxes on October 1, 2013 and both the City and County have determined that the best interests of their citizens would be served by extending its interlocal cooperative agreement whereby the County will assume the City’s tax collection responsibilities and services pursuant to the terms of Section 27-41-2 of the Mississippi Code annotated (1972), as amended and other such provisions contained herein.

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

I. Appointment of County Tax Collector

The City hereby appoints the Lee County Tax Collector as the tax collector for the City;

with the powers, duties and responsibilities set forth by state statute and as more particularly described herein.

II. Effective Date

This Agreement shall be approved and adopted by the governing authorities of the City and County. After its approval by both the City and County, this Agreement shall be submitted to the Attorney General of the State of Mississippi for approval pursuant to the provisions of Miss Code Ann. § 17-13-1 *et seq.* (1972, as amended). This agreement shall be effective immediately upon receiving approval from the Attorney General.

III. Terms of Agreement

The term of this agreement shall begin on October 1, 2023 and shall end on September 30, 2024 and thereafter shall be automatically renewed on an annual basis unless terminated or amended by either party in accordance with Section 8 (Termination) of this Agreement as set forth herein. This Agreement shall follow and supersede the terms of any prior agreement made between the City and County for the collection of taxes.

IV. Scope of Services

The County, via its duly elected Tax Collector, shall perform all duties pertaining to the assessment and collection of city and Tupelo Public School District (hereinafter referred to as “TPSD”) ad valorem taxes with the City and TPSD on real, personal, and mobile homes (collectively referred to as “City Taxes”). More particularly, the County agrees to perform the following:

A. General Duties:

- a. Collect all real and personal ad valorem, special assessment and public assessment City Taxes with respect to any lawful exemptions granted on such property being due as soon as reasonably practicable after October 1st of each year to ensure that operating funds are available prior to the tax delinquency date of February 1 of the subsequent calendar year.
- b. Send notice by mail to all taxpayers no later than December 31st of each year containing the amount of taxes, special assessments and public assessments due for the preceding tax year.

- c. Make daily deposits of City taxes received into interest bearing accounts.
- d. Deliver all City taxes collected with reports and supporting documentation to the City before the 15th of the month following that month in which such taxes are collected. However, the County Tax Collector shall make weekly cash advances to the City based on their estimates of the prior week's collections. The weekly settlements shall be allocated by funds and submitted to the city based on each individual mill rate within the City and TPSD. The County Tax Collector shall take necessary action to fully secure the investment of any City funds in his possession.
- e. Collect all homestead exemption chargebacks and all damages and interest authorized by law on City and TPSD taxes and distribute such taxes within the time limitations and in the same manner as described in the previous section.
- f. Handle tax sale redemption processing for the City and pass all fines, fees, taxes and interest collected to the City on a monthly basis.
- g. Make refunds of all taxes erroneously paid by County Tax Collector and adjust weekly and monthly distribution reports accordingly.
- h. Please mark signifying "PRIOR TAXES DUE" on current year's tax statement for both real and personal property.
- i. Collect all prior year's taxes, both real and personal, before collecting current taxes.
- j. At the discretion of the County Tax Collector, the tax collector shall send second notices to taxpayers that are late in payment of taxes.
- k. On or before October 1st of each calendar year, County will furnish the City with actual values and anticipated tax collection revenues on all real and personal property within the City and TPSD.
- l. It is understood between the parties that pursuant to the terms of this at the same time, and said payments will be without penalty so long as payment is made prior to the delinquency date.

- m.** The County shall collect all current and past-due liens having been assessed against real property for costs incurred by the City for its cleanup of properties determined to be a menace to the health, safety and welfare of the community in accordance with Miss. Code Ann. § 21-19-11. The collection of all assessments levied under Sec. 21-19-11 shall be included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes. The City shall deliver to the County before September 1st of each year a list of all assessments collectible under this section.

B. Delinquent Taxes:

- a.** Collect delinquent property taxes and delinquent special assessments for the City.
- b.** Prepare and advertise current year's delinquent taxes in a notice, which shall run for two (2) separate days and published in a local newspaper in accordance with state law.
- c.** Issue proper distrained notices for delinquent personal property taxes not collected and provided copies of such notices to City Clerk.
- d.** Record all delinquent tax sales in the Lee County Chancery Clerk's office and provide copies of recorded documents to City Clerk.
- e.** Provide delinquent tax rolls on a monthly basis to City for monitoring purposes.
- f.** Conduct land tax sales for the city at the same time and place as land tax sales for the County. County will provide City with all interest, overbids, damages, and other fees from such sales that City is entitled to in accordance with state law.
- g.** Furnish a list to City of all lands sold for taxes on its behalf or struck off to the City within twenty (20) days after said sale.
- h.** Provide information on tax sales to Lee County Chancery Clerk's office for receiving and receipting tax redemption payments, notifying property owners of the expiration date for redemption, and issuing tax deeds for such tax sales.
- i.** Process tax deeds issued to property buyers as requested including tax deed to the City.

- j. With respect to lands sold for the nonpayment of municipal taxes, both for ad valorem and for special improvements, the Chancery Clerk shall issue the same type notices and perform all other requirements as set forth in Sections 27-43-1 through 27-43-11 pertaining to the preparation of all notices and advertising for land tax sales. Any fines assessed for non-compliance will be paid by County.
- k. All assessments levied under the provisions of Miss. Code Ann. § 21-19-11 shall become delinquent at the same time municipal ad valorem taxes become delinquent. Delinquencies shall be collected in the same manner and at the same time delinquent ad valorem taxes are collected and shall bear the same penalties as those provided for delinquent taxes. If the property is sold for the nonpayment of an assessment under Sec. 21-19-11, it shall be sold in the manner that property is sold for the nonpayment of delinquent ad valorem taxes. If the property is sold for delinquent ad valorem taxes, the assessment under this section shall be added to the delinquent tax and collected at the same time and in the same manner.

V. **Compensation:**

For the collection of City taxes, the City agrees to pay County a fee of One Hundred and Twenty-Five Thousand Dollars (\$125,000) per year during the term of this Agreement. Such fee shall be pro-rated and paid monthly by City to the County General Fund. All expenses associated in collecting City taxes shall be covered by the \$125,000 fee. Said fee shall be deposited into the County General Fund and shall be appropriated by the County to the County Tax Collector and County Tax Assessor to pay expenses associated with the collection of City taxes.

VI. **Rolls, Reports, Maps and Other Documents:**

County shall provide to City the following documents:

1. A daily listing of all collections by parcel and map on real estate and receipt number on personal property, with separate totals on real estate collected daily and personal property collected daily and for all interest collected.
2. Weekly reports of tax revenues derived from City taxes collection and transferred to the City's bank account.

3. A monthly report detailing collections by date with parcel, name, assessed value, special assessment amount, legal description, total taxes due and total taxes paid.
4. A complete property list of all parcels within the City and TPSD. The list will indicate the total taxes and assessed values by name with parcel number, description, special assessed values by name with parcel number, description, special assessment, tax increment financing (hereinafter referred to as "TIF") amounts (if applicable). A certified letter from the County Tax Assessor must accompany this report attesting that it is a true land roll for the City.
5. Special and Regular Homestead Exemption Rolls of all property within the City and TPSD.
6. A special assessment roll as required in accordance with state with bond issue, parcel and name showing the original improvements with yearly payments due, balance due. The roll shall also include yearly payment amounts on tax notices and statements.
7. A TIF roll as required in accordance with state law by TIF bond issue with parcel and name showing original improvements with yearly payments due, balance due. The roll shall also include yearly payment amounts on tax notices and statements.
8. Monthly magnetic roll files to City by FTP or ¼ inch tape compatible with the City's computer system.
9. A yearly trail balance on both real estate and personal property no later than October 15, after September 30 of each fiscal year showing assessed values, homestead values (both regular and senior listed separately), regular homestead value, taxes and interest separately. Totals should be cumulative by map on real estate and by letter of the alphabet on personal property.
10. A supplemental homestead exemption roll containing homestead tax loss values on both regular and senior homestead properties for the City and TPSD so that homestead reimbursement can be applied for with the State. County shall supply information to City on or before December 15 of each calendar year.
11. Full access to maps, abstracts, bills, receipts and other records and documents generated by the County tax office, which are related to City taxes. The City shall

have the right to copies of maps, aerial photographs and other public records generated in connection with tax office operations with copying costs to be billed directly to the City on a monthly basis.

VII. Computer Access:

The City shall have the right to online computer access for viewing and downloading City tax records in the possession of County. County shall bear the expense of the City Computer connection to the County's network. The County's IT Manager and City's IT department shall recommend, approve and inspect any such connection to assure an adequate and secure link between the City and County network. County also agrees to provide secure internet services for those citizens who desire to pay taxes online.

VIII. Audit:

All tax records shall be audited annually by the Mississippi Department of Audit or by a certified public accountant approved by the County. Adequate procedures and internal controls will be employed to ensure that an audit trail is present and that necessary auditing procedures and tests can be performed. A copy of the County's financial statements will be provided to the City once the annual audit is complete and certified. The City shall have the right, at its expense, to conduct an audit.

IX. Termination:

Either party may terminate this Agreement by giving ninety (90) days written notice. In the event of termination prior to the expiration of the term, the fee paid to Tax Collector by City will be pro-rated.

X. Bond:

The County Tax Collector shall give bond with sufficient surety payable in a penalty equal to One Hundred Thousand Dollars (\$100,000.00).

XI. Liabilities:

Any penalties, damages, fines or costs associated with any claim or lawsuit filed against the City because of the County Tax Collector's failure to perform their duties as required under state law and by the provisions of this Agreement shall be paid by the County. The

County and County Tax Collector shall not be responsible for any penalties, damages, fines or costs associated with claims or lawsuits filed as a result of the County Tax Collector's performance in the collection of City taxes where the County Tax Collector is required to rely on information provided by the City and such claim or cause of action arises solely because of incorrect information provided by the City.

XII. Collection Preference:

County agrees that City taxes shall be collected in the same manner as taxes of the County and that no preference will be given to the collection of County taxes over the collection of City taxes.

XIII. Sovereign Immunity:

It is expressly understood and agreed that, in the execution of this Agreement, neither the County nor the City waives and shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in-the exercise of governmental powers and functions.

XIV. Amendments:

This Agreement may be amended by the mutual consent of both City and County entered into pursuant to Section 17-13-1, *et seq* of the Mississippi Code annotated of 1972, as amended.

XV. Copies:

This Agreement shall be executed in multiple copies, any one of which is a true copy thereof having the same evidentiary value.

XVI. Severability:

The provisions of this Agreement are severable. If any paragraph, section, provision, sentence, clause or phrase of this Agreement is held by a court of competent jurisdiction, for any reason, to be invalid, illegal, or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement.

XVII. Notice:

All notice required under this Agreement shall be in writing and shall be hand delivered

or sent by certified or registered mail, postage prepaid, return receipt required. For purposes of sending notices, the following names and addresses shall apply:

For City:

Kim Hanna, CFO/City Clerk
P.O. Box 1485
Tupelo, MS 38802

For County:

Crystal Heatherly, Lee County Tax Collector
PO Box 271
Tupelo, MS 38802

With Copies To:

Todd Jordan, Mayor
P.O. Box 1485
Tupelo, MS 38802

Missy Shelton, Clerk of the Council
Attn: City Council President
P.O. Box 1485
Tupelo, MS 38802

Ben M. Logan, City Attorney
P.O. Box 1485
Tupelo, MS 38802

With Copies To:

Lee County Board of Supervisors
Attn: President of the Board
P.O. Box 1785
Tupelo, MS 38802

Bill Benson, Lee County Administrator
P.O. Box 7127
Tupelo, MS 38802

Gary Carnathan, Board Attorney
P.O. Box Drawer 70
Tupelo, MS 38802

Mark Weathers, Lee County Tax Assessor
201 W. Jefferson Street
Suite A
Tupelo, MS 38804

In case of notices sent via U.S. Mail, notice shall be deemed effective three (3) days after deposit in a U.S. Mail box or post office. In the case of notices by hand delivery, notice shall be deemed effective immediately.

[SIGNATURES ON NEXT PAGE]

The above 2023 City of Tupelo and Lee County, Mississippi Interlocal Cooperation Agreement for the Collection of Taxes, after having received the necessary number of affirmative votes, was approved by Order of the Tupelo City Council on this the 20th day of June, 2023.

CITY OF TUPELO, MISSISSIPPI

Lynn Bryan, City Council President

ATTEST:



Missy Shelton, City Council Clerk

APPROVAL:


Todd Jordan, Mayor

ATTEST:


Kim Hanna, CFO/City Clerk

The above 2023 City of Tupelo and Lee County, Mississippi Interlocal Cooperation Agreement for the Collection of Taxes, after having received the necessary number of affirmative votes, was approved by Order of the Lee County Board of Supervisors on this the 19th day of June, 2023.

LEE COUNTY, MISSISSIPPI


Mike Smith, President
Lee County Board of Supervisors

ATTEST:


Bill Benson
Chancery Clerk



Certified Local Government (CLG) Grant Program
Federal Fiscal Year: 2023
Catalog of Federal Domestic Assistance (CFDA) #: 15-904

Memorandum of Agreement

THIS AGREEMENT between the Historic Preservation Division, **Mississippi Department of Archives and History**, hereinafter called MDAH, by and through the State Historic Preservation Officer, and the **City of Tupelo**, hereinafter called the Grantee, relates to a project to be undertaken by the Grantee, assisted by MDAH with a matching Certified Local Government grant-in-aid established under the National Historic Preservation Act of 1966, as amended, and administered through the National Park Service, US Department of the Interior.

MDAH and the Grantee agree as follows:

1. Work Program

This grant is for a rehabilitation project to be conducted on the Spain House in Tupelo, Lee County. The Grantee shall carry out project work as specified in the "Work Program" for this project, which is hereby incorporated into and made a part of the Memorandum of Agreement as **Attachment A**.

The approved work program, products, and performance/reporting milestones may not be altered without prior written approval from the Certified Local Government Grants Administrator of the Historic Preservation Division, Department of Archives and History.

All products produced with assistance of this grant must be in compliance with the applicable Secretary of the Interior's *Standards for Archaeology and Historic Preservation*.

2. Period of Performance

All work carried out as part of this grant-assisted project shall be conducted between the latest date of the signature of either the State Historic Preservation Officer or the Mayor of Tupelo and **August 1, 2024**. **Extensions will not be given to late or incomplete projects.**

3. Compensation

Anticipated Project Cost: **\$ 20,000.00**

The Grantee is expected to be able to cover all costs incurred during the course of the project, prior to reimbursement of the grant funds. Compensation to the Grantee shall be on a *matching basis*. The Grantee is required to provide *at least* a 50% of match of the final project cost.

Subject to receipt of funds from the National Park Service and to successful completion of all project work activities, MDAH, agrees to *reimburse* the Grantee **\$ 10,000** or 50% of eligible final project costs, *whichever is less*, based on the following conditions:

- a. Submission of all project completion materials to MDAH, as outlined in Section 9 below no later than **August 1, 2024**. A Project Completion Report shall accompany the completed materials.
- b. **Two (2)** copies of an acceptable reimbursement request and auditable records, as specified in the Historic Preservation Fund Grants Manual, must be submitted to MDAH no later than **August 31, 2024**. Acceptable federal and nonfederal share supporting documentation needed to substantiate billing (i.e., timesheets, copies of front and back of canceled checks, etc.) must be submitted by Grantee prior to reimbursement.

- c. The Grantee agrees to maintain all financial and administrative documents and records pertaining to the full life-cycle of the grant, for a period of not less than five years after completion of the project. The State Department of Audit, the State Historic Preservation Officer, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives shall have access to grant records for audit purposes.

4. Allowable Costs

Allowable costs are those costs documented to the satisfaction of MDAH, that conform to the approved project budget and that are determined by MDAH to:

- a. Meet federal requirements for the program;
- b. Be necessary and reasonable to the completion of project work;
- c. Have been incurred for project work during the period of the grant.

5. Personnel Selection

Project personnel shall have qualifications appropriate to the major work elements of the project, and may include Grantee staff members, private consultants, or university students and non-paid volunteers, if under the supervision of a qualified principal investigator who must have qualifications in the areas of history and architectural history, preferably with historic preservation experience.

The Grantee may utilize small purchase procedures (as specified in NPS-49, Chapter 17-Procurement Standards, H. 1.) when projects do not exceed \$100,000. Grantees shall further comply with state and local small purchase dollar limits. When the project exceeds the federal, state, or local amount, the Grantee must utilize competitive negotiation procedures (competitive sealed bids) for procurement of architectural/engineering professional services, whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Resumes, references, and past work experience may be evaluated to assess professional qualifications.

The Grantee shall maintain records sufficient to detail the significant history of procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejections, and the basis for the cost or price. Prior to reimbursement for expenditures, the Grantee must forward to the Department of Archives and History evidence of compliance with federal competitive procurement requirements for professional services and subcontracts.

6. Contracts

In addition to provisions defining a sound and complete procurement contract, any recipient of federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontract as required by these provisions, Federal law or the National Park Service:

- a. Contracts other than small purchases shall contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanction and penalties as may be appropriate.
- b. All contracts shall contain suitable provisions for termination by the Grantee, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

- c. All contracts awarded by the Grantee shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- d. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

The Grantee shall retain the possibility of reprinting any publications by including in any consultant contract a requirement that the consultant waive any claim to a copyright.

7. Professional Supervision

The Grantee agrees to appoint a **project coordinator** whose professional qualifications have received prior approval of the Historic Preservation Division to ensure that the work conforms to the approved work program and to provide the necessary standard of professional conduct required for this project under the federal program regulations. The project coordinator will be responsible for completing the grant reports as outlined in Section 8 below and for ensuring that all project materials are submitted. The staff of the Historic Preservation Division will maintain regular contact with the project coordinator and will provide necessary and reasonable amounts of training, advice, or technical assistance as required for the successful completion of project work.

8. Reports

The Grantee will be required to submit Grant Progress Reports (both programmatic and fiscal) on **October 27, 2023; January 26, 2024; and April 26, 2024** as well as the Project Completion Report on **August 1, 2024** and the Reimbursement Request (with supporting materials) by **August 31, 2024**.

The Grantee shall contact MDAH's Certified Local Government Grants Administrator **immediately** if any situation should arise which will affect the timely or successful completion of this project and/or the final report of materials.

9. Project Completion Materials

The Grantee agrees to submit final completion materials and a summary narrative **Project Completion Report** by **August 1, 2024**, in a format consistent with the Secretary of the Interior's *Standards for Archaeology and Historic Preservation* and as specified by the Historic Preservation Division. Final competition materials for this project are as follows:

- Photos of completed work

The Grantee shall submit any materials or reports requiring review or revision by MDAH in a timely manner so as to ensure that final materials are submitted no later than **August 1, 2024**.

A final expense summary, due **August 31, 2024**, shall be detailed by each budget category and indicate which items were charged to each source of funding (federal and non-federal).

Any Grantee that is required to have an audit conducted in accordance with the Single Audit Act (A-128) shall submit to MDAH a copy of the audit (or audits) for the time period covered by this grant, within three months following completion of the audit(s).

10. Acknowledgment of Federal Assistance

Federal grant assistance shall be acknowledged in any public announcements, news releases, articles, publications, audio-visual materials, and pertinent presentations that the Grantee produces or initiates. The acknowledgment format is detailed in the **Attachment B** and shall substantially state that the project has been funded with the assistance of a matching grant-in-aid from the National Park Service of the US Department of the Interior, through the Mississippi Department of Archives and History, under provisions of the National Historic Preservation Act of 1966.

The copyright for any publication resulting from this agreement shall be available to the Grantee. The Grantee agrees to, and awards to the United States Government and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for Government purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

11. General Provisions

The Grantee agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The Grantee further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including the Single Audit Act of 1984 for state and local governments or the audit requirements of OMB Circular A-110 for universities and nonprofit organizations. In addition to the terms detailed in this agreement, all federal requirements governing grants (OMB Circulars A-87 or A-122, A-102 or A-110, and A-128) are applicable. The Grantee agrees to abide by all assurances made part of this agreement as **Attachments C**.

Grant funds shall not be disbursed for any project of activity that does not evidence that:

- a. Planned work has been accomplished within the scope of the subgrant or contractual agreement summarized in the Work Program (**Attachment A**)
- b. Work was done according to the applicable Secretary's *Standards for Archaeology and Historic Preservation*.
- c. Work was done in accordance with the terms and conditions of the applicable Historic Preservation Fund grant.

In circumstances where funds are disbursed for ineligible activities, such costs shall be returned to the MDAH by the Grantee.

12. Termination of Agreement

This agreement may be terminated short of conclusion due to one of the following situations:

- a. Termination for Cause - MDAH may terminate any grant, in whole or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the terms and conditions of the grant. MDAH will promptly notify the Grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantees or recoveries by MDAH under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.
- b. Termination for Convenience - MDAH or the Grantee may terminate grants of subgrant projects in whole or in part when both parties agree that the continuation of the project would not produce beneficial results

commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

- c. Termination by Grantee - The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant, although MDAH must be notified in writing. Once initiated, no grant finance with HPF assistance shall be terminated by a Grantee prior to satisfactory completion without the approval of MDAH. After the initial payment, the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and MDAH. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.

When a grant is terminated, the Grantee will not incur new obligations for the terminated portion after the effective date of termination. The Grantee will cancel as many outstanding obligations as possible. The MDAH will allow full credit to the Grantee for the federal share of the noncancelable obligations properly incurred by the Grantee prior to the termination. Costs incurred after the effective date of the terminations will be disallowed.

THIS AGREEMENT becomes effective upon signature of the parties below.

BY Katie Blount 6-9-23
 Katie Blount Date
 State Historic Preservation Officer

BY Todd Jordan 6-6-2023
 Honorable Todd Jordan Date
 Mayor of Tupelo

Return to:

Amy Myers
 Preservation Planning Administrator
 Historic Preservation Division
 Mississippi Department of Archives and History
 P. O. Box 571
 Jackson, MS 39205-0571
 amyers@mdah.ms.gov

ATTACHMENT A: WORK PROGRAM

1. This project will include Phase VII of the interior rehabilitation of the Spain House. The scope of work involves the repair and replacement of interior moulding, trim, and door facings, the installation of sheetrock, and plaster repair.
2. Prior to the start of the project, MDAH requires a detailed plan from the chosen contractor that will explain the scope of work, materials used, estimated cost, and project timeframe. All proposed materials and methods will need official approval from MDAH via a cultural resource assessment.*

*In compliance with Section 106 of the National Historic Preservation Act (NHPA) of 1966 a cultural resource assessment is required for this project. To initiate a Section 106 review, please use the Request for Cultural Resource Assessment located on MDAH's website at < <https://www.mdah.ms.gov/historic-preservation/section-106-review>>.

ATTACHMENT B: Acknowledging Federal Assistance**Project Signage**

There shall be erected at every grant assisted structure rehabilitation project a sign displayed in a prominent location while project work is in progress. The cost of signage, whether temporary or permanent, is an allowable project expenditure. Signs shall be maintained in good condition until work is completed. EXAMPLE:

**THE MANSHIP HOUSE
RESTORATION**

**MISSISSIPPI STATE BUILDING COMMISSION, OWNER
THIS PROPERTY IS ADMINISTERED BY
THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY**

RESTORATION OF THIS PROPERTY WHICH IS LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES, AND IS A MISSISSIPPI LANDMARK, HAS BEEN FUNDED WITH THE ASSISTANCE OF A MATCHING GRANT-IN-AID FROM THE DEPARTMENT OF THE INTERIOR, CERTIFIED LOCAL GOVERNMENT PROGRAM UNDER THE PROVISIONS OF THE NATIONAL HISTORIC PRESERVATION ACT AMENDMENTS OF 1980.

**WILLIAM LAMPTON GILL, ARCHITECT CLYDE V. MAXWELL, STRUCTURAL ENGINEER
JAMES W. STOREY, MECHANICAL ENGINEER WINDSOR ENGINEERING, ELECTRICAL ENGINEER
O.L. ELLIS, JR., GENERAL CONTRACTOR**

Attachments C: ASSURANCES - CONSTRUCTION PROGRAMS

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

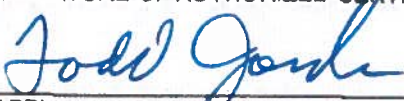


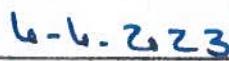
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

Certified Local Government (CLG) Grant Program
Federal Fiscal Year: 2023
Catalog of Federal Domestic Assistance (CFDA) #: 15-904

Memorandum of Agreement

THIS AGREEMENT between the Historic Preservation Division, **Mississippi Department of Archives and History**, hereinafter called MDAH, by and through the State Historic Preservation Officer, and the **City of Tupelo**, hereinafter called the Grantee, relates to a project to be undertaken by the Grantee, assisted by MDAH with a matching Certified Local Government grant-in-aid established under the National Historic Preservation Act of 1966, as amended, and administered through the National Park Service, US Department of the Interior.

MDAH and the Grantee agree as follows:

1. Work Program

This grant is for a professional assessment project to be conducted on the Spring Hill Missionary Baptist Church in Tupelo, Lee County. The Grantee shall carry out project work as specified in the "Work Program" for this project, which is hereby incorporated into and made a part of the Memorandum of Agreement as **Attachment A**.

The approved work program, products, and performance/reporting milestones may not be altered without prior written approval from the Certified Local Government Grants Administrator of the Historic Preservation Division, Department of Archives and History.

All products produced with assistance of this grant must be in compliance with the applicable Secretary of the Interior's *Standards for Archaeology and Historic Preservation*.

2. Period of Performance

All work carried out as part of this grant-assisted project shall be conducted between the latest date of the signature of either the State Historic Preservation Officer or the Mayor of Tupelo and **August 1, 2024**. **Extensions will not be given to late or incomplete projects.**

3. Compensation

Anticipated Project Cost: **\$ 20,000.00**

The Grantee is expected to be able to cover all costs incurred during the course of the project, prior to reimbursement of the grant funds. Compensation to the Grantee shall be on a *matching basis*. The Grantee is required to provide *at least* a 50% of match of the final project cost.

Subject to receipt of funds from the National Park Service and to successful completion of all project work activities, MDAH, agrees to *reimburse* the Grantee **\$ 10,000** or 50% of eligible final project costs, *whichever is less*, based on the following conditions:

- a. Submission of all project completion materials to MDAH, as outlined in Section 9 below no later than **August 1, 2024**. A Project Completion Report shall accompany the completed materials.
- b. **Two (2)** copies of an acceptable reimbursement request and auditable records, as specified in the Historic Preservation Fund Grants Manual, must be submitted to MDAH no later than **August 31, 2024**. Acceptable federal and nonfederal share supporting documentation needed to substantiate billing (i.e., timesheets, copies of front and back of canceled checks, etc.) must be submitted by Grantee prior to reimbursement.
- c. The Grantee agrees to maintain all financial and administrative documents and records pertaining to the full life-cycle of the grant, for a period of not less than five years after completion of the project. The State

Department of Audit, the State Historic Preservation Officer, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives shall have access to grant records for audit purposes.

4. Allowable Costs

Allowable costs are those costs documented to the satisfaction of MDAH, that conform to the approved project budget and that are determined by MDAH to:

- a. Meet federal requirements for the program;
- b. Be necessary and reasonable to the completion of project work;
- c. Have been incurred for project work during the period of the grant.

5. Personnel Selection

Project personnel shall have qualifications appropriate to the major work elements of the project, and may include Grantee staff members, private consultants, or university students and non-paid volunteers, if under the supervision of a qualified principal investigator who must have qualifications in the areas of history and architectural history, preferably with historic preservation experience.

The Grantee may utilize small purchase procedures (as specified in NPS-49, Chapter 17-Procurement Standards, H. 1.) when projects do not exceed \$100,000. Grantees shall further comply with state and local small purchase dollar limits. When the project exceeds the federal, state, or local amount, the Grantee must utilize competitive negotiation procedures (competitive sealed bids) for procurement of architectural/engineering professional services, whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Resumes, references, and past work experience may be evaluated to assess professional qualifications.

The Grantee shall maintain records sufficient to detail the significant history of procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejections, and the basis for the cost or price. Prior to reimbursement for expenditures, the Grantee must forward to the Department of Archives and History evidence of compliance with federal competitive procurement requirements for professional services and subcontracts.

6. Contracts

Paid work conducted in relation to this project and performed by individuals who are not employees of the grantee shall require a contract between the grantee and those individuals. **Such contracts shall be submitted to the Historic Preservation Division for approval prior to execution. If the contract, should one be required, is not signed as soon as possible, the project will be subject to termination.**

In addition to provisions defining a sound and complete procurement contract, any recipient of federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontract as required by these provisions, Federal law or the National Park Service:

- a. Contracts other than small purchases shall contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanction and penalties as may be appropriate.

- b. All contracts shall contain suitable provisions for termination by the Grantee, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
- c. All contracts awarded by the Grantee shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- d. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

The Grantee shall retain the possibility of reprinting any publications by including in any consultant contract a requirement that the consultant waive any claim to a copyright.

7. Professional Supervision

The Grantee agrees to appoint a **project coordinator** whose professional qualifications have received prior approval of the Historic Preservation Division to ensure that the work conforms to the approved work program and to provide the necessary standard of professional conduct required for this project under the federal program regulations. **The project coordinator will be responsible for completing the grant reports as outlined in Section 8 below and for ensuring that all project materials are submitted.** The staff of the Historic Preservation Division will maintain regular contact with the project coordinator and will provide necessary and reasonable amounts of training, advice, or technical assistance as required for the successful completion of project work.

8. Reports

The Grantee will be required to submit Grant Progress Reports (both programmatic and fiscal) on **October 27, 2023; January 26, 2024; and April 26, 2024** as well as the Project Completion Report on **August 1, 2024** and the Reimbursement Request (with supporting materials) by **August 31, 2024**.

The Grantee shall contact MDAH's Certified Local Government Grants Administrator **immediately** if any situation should arise which will affect the timely or successful completion of this project and/or the final report of materials.

9. Project Completion Materials

The Grantee agrees to submit final completion materials and a summary narrative **Project Completion Report** by **August 1, 2024**, in a format consistent with the Secretary of the Interior's *Standards for Archaeology and Historic Preservation* and as specified by the Historic Preservation Division. Final competition materials for this project are as follows:

- Copy of completed professional assessment of the Spring Hill Missionary Baptist Church.

The Grantee shall submit any materials or reports requiring review or revision by MDAH in a timely manner so as to ensure that final materials are submitted no later than **August 1, 2024**.

A final expense summary, due **August 31, 2024**, shall be detailed by each budget category and indicate which items were charged to each source of funding (federal and non-federal).

Any Grantee that is required to have an audit conducted in accordance with the Single Audit Act (A-128) shall submit to MDAH a copy of the audit (or audits) for the time period covered by this grant, within three months following completion of the audit(s).

10. Acknowledgment of Federal Assistance

Federal grant assistance shall be acknowledged in any public announcements, news releases, articles, publications, audio-visual materials, and pertinent presentations that the Grantee produces or initiates. The acknowledgment format is detailed in the **Attachment B** and shall substantially state that the project has been funded with the assistance of a matching grant-in-aid from the National Park Service of the US Department of the Interior, through the Mississippi Department of Archives and History, under provisions of the National Historic Preservation Act of 1966.

The copyright for any publication resulting from this agreement shall be available to the Grantee. The Grantee agrees to, and awards to the United States Government and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for Government purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

11. General Provisions

The Grantee agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The Grantee further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including the Single Audit Act of 1984 for state and local governments or the audit requirements of OMB Circular A-110 for universities and nonprofit organizations. In addition to the terms detailed in this agreement, all federal requirements governing grants (OMB Circulars A-87 or A-122, A-102 or A-110, and A-128) are applicable. The Grantee agrees to abide by all assurances made part of this agreement as **Attachments C**.

Grant funds shall not be disbursed for any project of activity that does not evidence that:

- a. Planned work has been accomplished within the scope of the subgrant or contractual agreement summarized in the Work Program (**Attachment A**)
- b. Work was done according to the applicable Secretary's *Standards for Archaeology and Historic Preservation*.
- c. Work was done in accordance with the terms and conditions of the applicable Historic Preservation Fund grant.

In circumstances where funds are disbursed for ineligible activities, such costs shall be returned to the MDAH by the Grantee.

12. Termination of Agreement

This agreement may be terminated short of conclusion due to one of the following situations:

- a. Termination for Cause - MDAH may terminate any grant, in whole or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the terms and conditions of the grant. MDAH will promptly notify the Grantee in writing of the termination and the reasons for the

termination, together with the effective date. Payments made to Grantees or recoveries by MDAH under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.

- b. Termination for Convenience - MDAH or the Grantee may terminate grants of subgrant projects in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
- c. Termination by Grantee - The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant, although MDAH must be notified in writing. Once initiated, no grant finance with IIPF assistance shall be terminated by a Grantee prior to satisfactory completion without the approval of MDAH. After the initial payment, the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and MDAH. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.

When a grant is terminated, the Grantee will not incur new obligations for the terminated portion after the effective date of termination. The Grantee will cancel as many outstanding obligations as possible. The MDAH will allow full credit to the Grantee for the federal share of the noncancelable obligations properly incurred by the Grantee prior to the termination. Costs incurred after the effective date of the terminations will be disallowed.

THIS AGREEMENT becomes effective upon signature of the parties below.

BY Katie Blount 6-27-23
 Katie Blount Date
 State Historic Preservation Officer

BY Todd Jordan 6/22/23
 Honorable Todd Jordan Date
 Mayor of Tupelo

Return to:

Amy Myers
 Preservation Planning Administrator
 Historic Preservation Division
 Mississippi Department of Archives and History
 P. O. Box 571
 Jackson, MS 39205-0571
 amyers@mdah.ms.gov

ATTACHMENT A: WORK PROGRAM

1. This project will produce a Historic Structure Report and engineering assessment for the repair and continued use of the Spring Hill Missionary Baptist Church in Tupelo. The report must be prepared by a qualified professional that meets the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, which can be located at <https://www.nps.gov/orgs/1/39/secretary-standards-treatment-historic-properties.htm>. If the consultant has not previously worked with MDAI, a sample Structural Engineering Report is required for review.
2. The final report should adhere to a Historic Structure Report format which should include the following: introduction, background/building description, observations and discussion, prioritized scope of work, estimated costs, conclusions, recommendations, and any applicable figures or images.
3. The report should also include any additional information that will allow scholars, researchers, preservationists, architects, engineers and others interested in the future of the building to make better informed decisions regarding the property. While primarily written, the report should include photographs and/or measured drawings where appropriate.

Attachments C: Assurances-Non-Construction Programs

OMB Approval No. 0548-0040

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget; send it to the address provided by the sponsoring agency.

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in the accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to; (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.O. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 36701 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a and 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is 50,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (e) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State

MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY

ATTACHMENT B - Acknowledging Federal Assistance

An acknowledgment of National Park Service and Mississippi Department of Archives and History support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, any activity supported by this grant. This acknowledgment shall be in the form of the following statement:

This publication has been financed in part with Federal funds from the National Park Service, U. S. Department of the Interior, through the Historic Preservation Division of the Mississippi Department of Archives and History. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior or the Mississippi Department of Archives and History, nor does the mention of trade names, commercial products or consultants constitute endorsement or recommendation by these agencies. This program received Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U. S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office of Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D.C. 20240

management program developed under the Coastal Zone Management Act of 1972(16U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 13. Will assist the awarding agency in assuring compliance with Section 106 of the national Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C- 469a-1 et seq.).

- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Certifying Official



Applicant Organization

City of Tufelo

Title

Mayor

Date Submitted

6/22/23

ORDER

ORDER TO PAY DISPUTED CLAIM

This matter came on to be heard in executive session as a pending, disputed claim, and good cause being shown that the claim should be paid;

BE IT ORDERED BY THE TUPELO CITY COUNCIL as follows:

1. The claim of Sun Belt Specialties in the amount of \$18,256.00 is authorized to be paid.
2. A copy of the Confidential Settlement and Release and supporting materials is maintained by the City Attorney.

The foregoing order was proposed in a motion by Council Member Beard, seconded by Council Member Palmer, 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	ABSENT
Councilmember Jones	AYE

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 20TH day of June, 2023.

CITY OF TUPELO, MISSISSIPPI



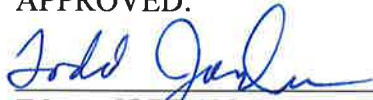
Lynn Bryan, City Council President

ATTEST:



MISSY SHELTON, Clerk of the Council

APPROVED:



TODD JORDAN, Mayor

6-21-2023

DATE

ORDER

AN ORDER DECLARING THAT CERTAIN RIGHT-OF-WAY IMPROVEMENTS IN THE AREA OF WALSH ROAD AND ENDVILLE ROAD ARE NECESSARY FOR THE HEALTH, COMFORT AND CONVENIENCE OF THE MUNICIPALITY AND AUTHORIZING COMPENSATION FOR THE ACQUISITION OF A PERMANENT EASEMENT FOR PUBLIC USE AND MAINTENANCE AND A TEMPORARY CONSTRUCTION EASEMENT

WHEREAS, the City of Tupelo was awarded funds pursuant to HB 1353 of the 2022 Regular Session of the Mississippi Legislature, known as the “2022 Local Improvements Project Funds” (hereinafter the “House Bill”) for the funding of specific projects listed in the legislation; and

WHEREAS, pursuant to Section 25 (2) (yyyyy) of the aforementioned House Bill, Lee County, Mississippi was granted Five Hundred Thousand Dollars (\$500,000) to assist with improvements to Endville Road, and said funds were lawfully transferred and accepted by the City of Tupelo for such purpose; and

WHEREAS, the City of Tupelo in coordination with Dabbs Corporation has designed an Endville Road expansion project that includes widening the intersection of Walsh Road and Endville Road which requires the City of Tupelo to acquire a permanent right-of-way easement consisting of Thirty-Five feet (35’) feet from the Center-Line Walsh Road and running One Twenty-Five feet (125’) to the centerline of Belden-Endville Road, and a temporary construction easement Forty feet (40’) from the Center-Line of Walsh Road and running Two-Hundred feet (200’) in length to the centerline of Belden-Endville (*see* attached Exhibit “A”); and

WHEREAS, the City is authorized by Miss. Code Ann. § 43-37-3(1)(b) to waive the necessity of an appraisal in cases involving the acquisition of real property when it is in the opinion of a licensed real estate agent that such property has a market value of less than \$10,000.

NOW THEREFORE, incorporating the prefatory findings contained herein, the governing authorities of the City of Tupelo order the following:

1. Right of Way improvements in the vicinity of Walsh Road and Endville Road (Exhibit "A") are necessary for the City of Tupelo to fulfill its obligation of expanding Endville Road.
2. Based on the size and type of acquisition being a permanent right-of-way easement for public use and a temporary construction easement, the value of \$8,000 would be just compensation.
3. The value of such compensation was established by a local real estate agent having sufficient knowledge of the local real estate market in accordance with the City's stated policy on the acquisition of low value property. (Exhibit "B")
4. The City of Tupelo is authorized to pay compensation in the amount of \$8,000 to David Parker as consideration for his granting the City of Tupelo a Permanent Right-of-way Easement for ingress, egress and other public use and a Temporary Construction Easement along over and across Lee County Parcel No. 075S-16-001-04 as more accurately depicted in the attached Exhibit A.
5. The Mayor and City Clerk of the City of Tupelo are authorized to accept all conveyances of real property necessary to effectuate the aforementioned transaction.

After a full discussion of this matter, Council Member Davis moved that the foregoing Order be adopted and said motion was seconded by Council Member Palmer 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>Absent</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 Order adopted.

WHEREUPON, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the 20th day of June, 2023.

CITY OF TUPELO, MISSISSIPPI

By: 
LYNN BRYAN
City Council President

ATTEST 

MISSY SHELTON
Clerk of the Council

APPROVED:

TODD JORDAN, Mayor

6-21-2023
DATE

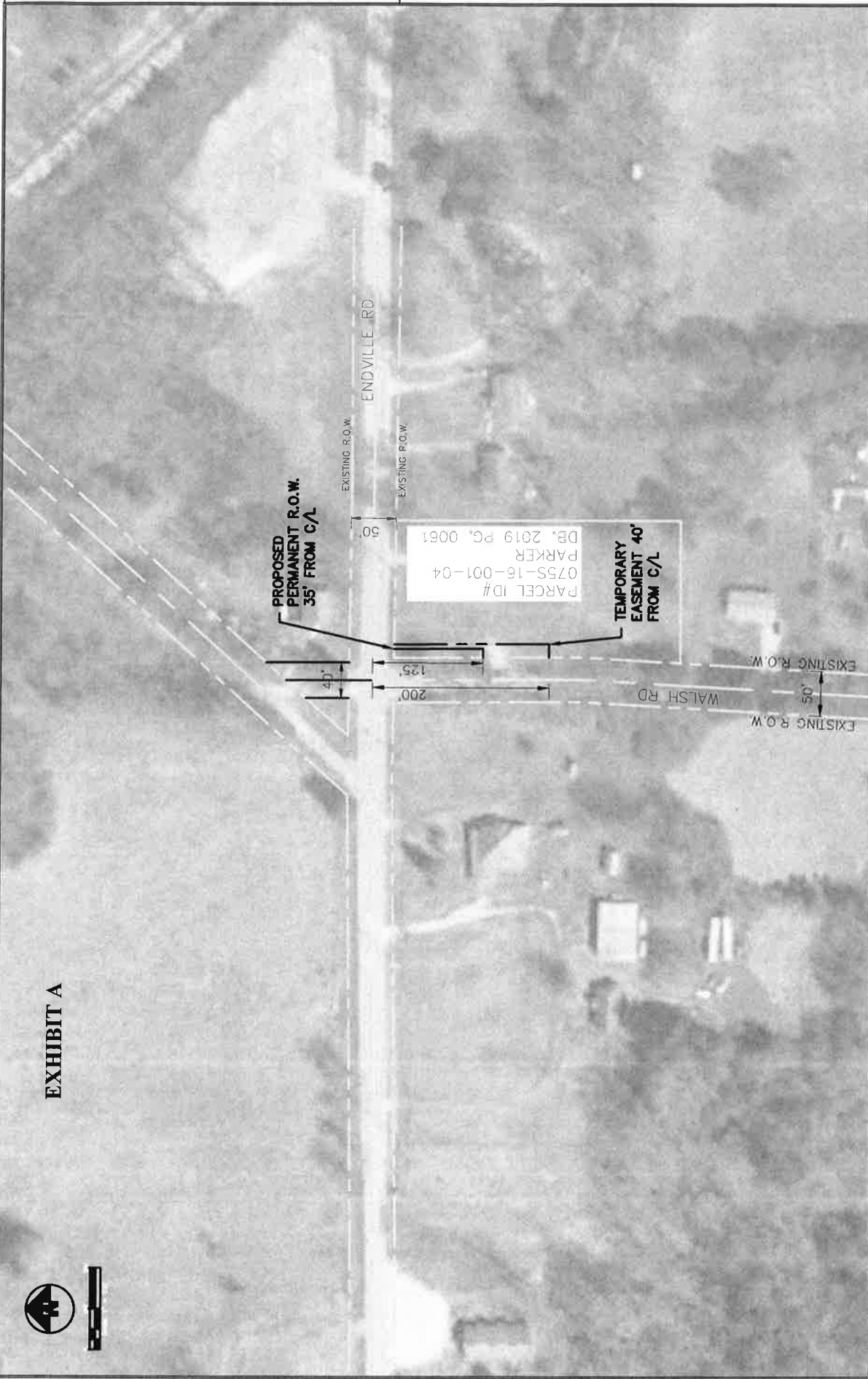


EXHIBIT A



075S-16-001-04
EXHIBIT A

BRIEF TITLE

DATE	DATE	DATE	DATE

REVISIONS	NO.	DATE	DESCRIPTION

SCALE	1" = 100'
DATE	03/19/2021
PROJECT	

DRAWN	IC	CHECKED	DO
DESIGNED	DO	CHECKED	DO

1050 N. EASON BLVD., TUPELO, MS 38804
OFFICE: 601.927.4012 dabbscorp@gmail.com



EXHIBIT B

June 20, 2023

Don Lewis, COO
 City of Tupelo
 PO Box 1485
 Tupelo, MS 38804

RE: David Parker – Parcel #075S-16-001-04
 Permanent right-of-way easement and temporary construction easement for the purpose of construction, dedication and maintenance of a public street right of way

Dear Mr. Lewis,

I am Ellen Short, a licensed real estate agent/licensed real estate broker/licensed real estate appraiser and have sufficient understanding of the local real estate market in the Tupelo, Mississippi area, particularly the property listed above.

I understand that the City of Tupelo desires to acquire an easement over and along the property listed above from the owner. I have reviewed the project specifications, map and location and can give the following opinions regarding a waiver of appraisal valuation:

- 1) The valuation problem is uncomplicated.
- 2) The anticipated value of the proposed acquisition is estimated to be \$8,000.
- 3) Based on the size and type of acquisition being a permanent right-of-way and maintenance easement and temporary construction easement for the purpose of construction, dedication and maintenance of a public street right of way, the value of \$8,000 would be just compensation.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Ellen T. Short
 Signature

Ellen T. Short
 Name

TR Inc, Realtors
 Employer

**AN ORDER AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
CONTRACTUAL NEGOTIATIONS FOR THE PURCHASE OF REAL PROPERTY
LOCATED AT 124 HIGHLAND DRIVE, CITY OF TUPELO, LEE COUNTY,
MISSISSIPPI**

WHEREAS, the governing authorities of the City of Tupelo are empowered to act with respect to the care, management and control of municipal affairs and its properties pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972, as amended), including the authority to purchase such real property as determined by the city to be for a proper municipal purpose; and

WHEREAS, in compliance with the provision of Miss. Code Ann. § 43-37-3 (1972, as amended), governing the acquisition of real property using public funds, the City of Tupelo desires to purchase real property located at 124 Highland Drive from Ralph Pound and Vanessa Pound (hereinafter "Subject Property") for the best negotiated price of Fifty Thousand Dollars (\$50,000) as determined by a licensed real estate appraiser (Exhibit "A"); and

WHEREAS, Subject Property to be purchased by the City of Tupelo is more particularly described as follows:

Beginning at the SW corner of Lot 17, Block 4, of Boggan Grove Subdivision, according to the Plat recorded in Deed Book No. 184, Page 26 of the Deed Records of Lee County, Mississippi, and run thence North 85 feet, thence East 115 feet, thence South 5 feet, thence East 29.22 feet, thence South 87.77 feet to the South side of said Lot 17, thence in a Northwesterly direction along the South side of said Lot 17, 144.2 feet to the point of beginning, being all of Lot 17 and a part of Lot 18 in the Boggan Grove Subdivision, which Subdivision is in the South Half of Section 36, Township 9, Range 5 East, City of Tupelo, Lee County, Mississippi.

WHEREAS, the Subject Property is currently in such a state of blight as to be a detriment to the health safety and welfare of the citizens of the City of Tupelo; and

WHEREAS, the purchase of the Subject Property further serves the best interest of public health, safety and welfare by furthering the blight removal and redevelopment of this area.

NOW, THEREFORE, let it be ordered by the City Council of the City of Tupelo as follows:

1. The prefatory findings of this Order are hereby accepted, incorporated herein and found to be in accordance with the necessary and warranted exercise of the authority of the City of Tupelo to purchase necessary interests in real property for the purpose of blight removal and redevelopment.
2. The City Council authorizes the purchase of the Subject Property for not more than Fifty Thousand Dollars (\$50,000).
3. The Mayor and City Clerk for the City of Tupelo are hereby authorized by the City Council to enter into a purchase agreement with Ralph Pound and Vanessa Pound for the purchase of the Subject Property (*see* Exhibit "A"), subject to all terms favorable to the parties, and to execute all documents necessary to

effectuate the purchase of the two properties. The contract and acceptance of deed will be ratified subsequent to closing.

- 4. This Order to purchase is made subject to the condition that Grantors possess good and marketable fee simple title to the Subject Property, free of any liens and encumbrances of any kind.

After a full discussion of this matter, Council Member Davis moved that the foregoing Order be adopted and said motion was seconded by Council Member Beard 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>Absent</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 order adopted.

WHEREUPON, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the 20th day of June, 2023.

[SIGNATURES ON NEXT PAGE]

CITY OF TUPELO, MISSISSIPPI

By: 
LYNN BRYAN
City Council President


ATTEST:


MISSY SHELTON, Clerk of the Council



The seal is circular with a double border. The outer border contains the text "THE CITY OF TUPELO" at the top and "MISSISSIPPI" at the bottom, separated by two small stars. The inner border contains the text "CLERK OF THE CITY COUNCIL".

APPROVED:


TODD JORDAN, Mayor

6-21-2023
DATE

EXHIBIT A

WILLIAMS APPRAISAL SERVICE
PO BOX 1414
TUPELO, MS 38802
(662) 397-1227

JUNE 2, 2023

11/23/2022

CODE ✓

City of Tupelo
ATTN: Tanner Newman
2778 W Jackson St Building C
Tupelo, MS 38801

PURCHASE ?

Re: Property: 124 S Highland Dr
Tupelo, MS 38801-4508
Borrower: NONE
File No.: PW202211231872

Opinion of Value: \$ 65,000
Effective Date: 11/22/2022

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Paul Williams
License or Certification #: RA-916
State: MS Expires: 11/30/2022
pwappraisal@gmail.com

EXHIBIT B**CONTRACT OF PURCHASE**

THIS AGREEMENT entered into this the _____ day of _____, 2023, by and between **RALPH POUND** and **VANESSA POUND** (hereinafter referred to as "Seller"), and the **CITY OF TUPELO, MISSISSIPPI**, a municipal corporation existing under the laws of the State of Mississippi (hereinafter referred to as "Purchaser" or "Buyer"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

The Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to certain real property located at or near 124 South Highland Drive in the City of Tupelo, Mississippi, hereinafter the "Subject Property," and the purchase shall be subject to the terms stated herein. The Subject Property is more particularly described below:

Beginning at the SW corner of Lot 17, Block 4, of Boggan Grove Subdivision, according to the Plat recorded in Deed Book No. 184, Page 26 of the Deed Records of Lee County, Mississippi, and run thence North 85 feet, thence East 115 feet, thence South 5 feet, thence East 29.22 feet, thence South 87.77 feet to the South side of said Lot 17, thence in a Northwesterly direction along the South side of said Lot 17, 144.2 feet to the point of beginning, being all of Lot 17 and a part of Lot 18 in the Boggan Grove Subdivision, which Subdivision is in the South Half of Section 36, Township 9, Range 5 East, City of Tupelo, Lee County, Mississippi.

1. **PRICE.** The purchase price of the Subject Property shall be Fifty Thousand Dollars (\$50,000) being the best negotiated price and the fair market value as determined by a Mississippi licensed real estate appraiser. The Seller acknowledges this purchase price to be just compensation. The purchase price is due and payable at closing. Any value due to seller(s) as a result of the transaction contemplated herein may be paid in two separate checks of equal amount.
2. **CLOSING.** Seller shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property free of all liens, encumbrances, defects and clouds on title, whether of record or not, and with taxes not delinquent. If any defects to title exist, Seller shall have the right to cure any such defects at closing. In the event that any defects to title cannot be cured by the date of closing, or if the curing of any defects would be otherwise impracticable, Purchaser shall have the right to terminate its obligations under this agreement.

The Subject Property shall be subject to covenants, zoning, and other regulations of record in effect in the City of Tupelo, Lee County, Mississippi, and rights of way and easements for public roads, flowage and utilities whether of record or not.

- 3. CLOSING COSTS. Buyer is to pay for preparation of the warranty deed and to pay for any and all other closing costs, if any. The closing of the Subject Property shall be facilitated by a licensed Mississippi attorney of the Buyer’s choosing.
- 4. PROPERTY TAXES. Property taxes shall be prorated as of the date of closing.
- 5. PROPERTY CONDITION. The Subject Property is sold in an “AS IS”, “WHERE IS” condition “WITH ALL FAULTS” as of the closing.
- 6. CLOSING AND POSSESSION. Seller and Purchaser shall work together to reasonably set a time for closing, to not exceed 90-days after the execution of this agreement. Possession shall take place immediately at closing.
- 7. COMMISSION. Seller and Purchaser each represent and warrant that they are not represented by a real estate broker and that no real estate commissions are due in regard to the sale of the subject property as detailed in this agreement.
- 8. GOVERNING LAW. This agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
- 9. VENUE. In the event that either party brings any action concerning the terms of this agreement, the jurisdiction for such action shall vest in the state courts of Mississippi having jurisdiction over the City of Tupelo, Lee County, Mississippi.
- 10. DEFAULT. If the sale of the Real Property does not close as a result of default by either party hereunder, the non-defaulting party may seek specific performance and/or recover its damages.
- 11. SEVERABILITY. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
- 12. ACCEPTANCE AND RATIFICATION. The terms of this agreement shall be subject to ratification by the governing authorities of the City of Tupelo, Mississippi. The Deed to the Subject Property is subject to acceptance by the Buyer’s governing authorities.
- 13. NOTICE. All notices concerning this Agreement shall be sent via United States Mail First Class, postage prepaid to the persons and addresses listed below.

PURCHASER:
 City of Tupelo, Mississippi
 Attn: Stephen N. Reed
 PO Box 1485
 Tupelo, MS 38802-1485

SELLER:
 Ralph Pound and Vanessa Pound
 Address: _____

- 14. AMENDMENT. Any amendments to this agreement shall be made in writing and signed by both the Buyer and Seller.

15. ENTIRE AGREEMENT. This writing contains the entire Agreement of the Parties signed in two (2) duplicate originals.

IN WITNESS WHEREOF, each of the Parties hereto have signed this Agreement on this the _____ day of _____, 2023.

BUYER:

SELLER:

City of Tupelo, Mississippi

Todd Jordan, its Mayor

Ralph Pound

ATTEST:

Vanessa Pound

Kim Hanna, CFO/City Clerk

**AN ORDER AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
CONTRACTUAL NEGOTIATIONS FOR THE PURCHASE OF REAL PROPERTY
LOCATED AT 1507 FORREST STREET, CITY OF TUPELO, LEE COUNTY,
MISSISSIPPI**

WHEREAS, the governing authorities of the City of Tupelo are empowered to act with respect to the care, management and control of municipal affairs and its properties pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972, as amended), including the authority to purchase such real property as determined by the city to be for a proper municipal purpose; and

WHEREAS, in compliance with the provision of Miss. Code Ann. § 43-37-3 (1972, as amended), governing the acquisition of real property using public funds, the City of Tupelo desires to purchase real property located at 1507 Forrest Street from Ralph Pound (hereinafter "Subject Property") for the best negotiated price of Fifty Thousand Dollars (\$50,000) as determined by a licensed real estate appraiser (Exhibit "A"); and

WHEREAS, the Subject Property to be purchased by the City of Tupelo is more particularly described as follows:

The East six feet of lot Eleven and the West 44 feet of lot Ten of the Grider Thompson subdivision according to map recorded in play Book 1 page 59 of the records of maps and plats on file in the Office of the Chancery Clerk of Lee County, Mississippi, lying and being in the NW ¼ of Section 36, Township 9, Range 5 East, City of Tupelo, Lee County, Mississippi.

ALSO: The North one-half (1/2), being 20 feet, more or less, of vacated Willis Street (also known as Lee Street) that abuts the above-described lot, as some is shown on the Willis Survey #1. Lying and being in the NW ¼ of Section 36, Township 9, Range 5 East, City of Tupelo, Lee County, Mississippi. For authority to convey this 20-foot strip, see references in Deed Book 1141, Page 367, Lee County land records.

WHEREAS, the Subject Property is currently in such a state of blight as to be a detriment to the public health, safety and welfare; and

WHEREAS, the purchase of the Subject Property further serves the best interest of public health, safety and welfare by furthering the blight removal and redevelopment of this area.

NOW, THEREFORE, let it be ordered by the City Council of the City of Tupelo as follows:

1. The prefatory findings of this Order are hereby accepted, incorporated herein and found to be in accordance with the necessary and warranted exercise of the authority of the City of Tupelo to purchase necessary interests in real property for the purpose of blight removal and redevelopment.
2. The City Council authorizes the purchase of the Subject Property for not more than Fifty Thousand Dollars (\$50,000).

- 3. The Mayor and City Clerk for the City of Tupelo are hereby authorized by the City Council to enter into a purchase agreement with Ralph Pound for the purchase of the Subject Property (*see* Exhibit "B"), subject to all terms favorable to the parties, and to execute all documents necessary to effectuate the purchase of the two properties. The contract and acceptance of deed will be ratified subsequent to closing.
- 4. This Order to purchase is made subject to the condition that Grantors possess good and marketable fee simple title to the Subject Property, free of any liens and encumbrances of any kind.

After a full discussion of this matter, Council Member Beard moved that the foregoing Order 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>Absent</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 order adopted.

WHEREUPON, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the 20th day of June, 2023.

CITY OF TUPELO, MISSISSIPPI

By: 
 LYNN BRYAN
 City Council President

ATTEST


 MISSY SHELTON, Clerk of the Council

APPROVED:



TODD JORDAN, Mayor

6-21-2023

DATE

EXHIBIT A

WILLIAMS APPRAISAL SERVICE
PO BOX 1414
TUPELO, MS 38802
(662) 397-1227

JUNE 2, 2023
CODE NEEDS TO MATCH

11/22/2022

City of Tupelo
ATTN: Tanner Newman

Re: Property: 1507 Forrest St
Tupelo, MS 38801-3315
Borrower: NONE
File No.: PW202211221869

Opinion of Value: \$ 69,000
Effective Date: 11/22/2022

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

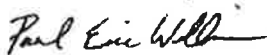
The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Paul Williams
License or Certification #: RA-916
State: MS Expires: 11/30/2022
pwappraisal@gmail.com

EXHIBIT B**CONTRACT OF PURCHASE**

THIS AGREEMENT entered into this the _____ day of _____, 2023, by and between **RALPH POUND** (hereinafter referred to as "Seller"), and the **CITY OF TUPELO, MISSISSIPPI**, a municipal corporation existing under the laws of the State of Mississippi (hereinafter referred to as "Purchaser" or "Buyer"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

The Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to certain real property located at or near 1507 Forrest Street in the City of Tupelo, Mississippi, hereinafter the "Subject Property," and the purchase shall be subject to the terms stated herein. The Subject Property is more particularly described below:

The East six feet of lot Eleven and the West 44 feet of lot Ten of the Grider Thompson subdivision according to map recorded in play Book 1 page 59 of the records of maps and plats on file in the Office of the Chancery Clerk of Lee County, Mississippi, lying and being in the NW ¼ of Section 36, Township 9, Range 5 East, City of Tupelo, Lee County, Mississippi.

ALSO: The North one-half (1/2), being 20 feet, more or less, of vacated Willis Street (also known as Lee Street) that abuts the above-described lot, as some is shown on the Willis Survey #1. Lying and being in the NW ¼ of Section 36, Township 9, Range 5 East, City of Tupelo, Lee County, Mississippi. For authority to convey this 20-foot strip, see references in Deed Book 1141, Page 367, Lee County land records.

1. **PRICE.** The purchase price of the Subject Property shall be Fifty Thousand Dollars (\$50,000) being the best negotiated price and the fair market value as determined by a Mississippi licensed real estate appraiser. The Seller acknowledges this to be just compensation. The purchase price is due and payable at closing.
2. **CLOSING.** Seller shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property free of all liens, encumbrances, defects and clouds on title, whether of record or not, and with taxes not delinquent. If any defects to title exist, Seller shall have the right to cure any such defects at closing. In the event that any defects to title cannot be cured by the date of closing, or if the curing of any defects would be otherwise impracticable, Purchaser shall have the right to terminate its obligations under this agreement.

The Subject Property shall be subject to covenants, zoning, and other regulations of record in effect in the City of Tupelo, Lee County, Mississippi, and rights of way and easements for public roads, flowage and utilities whether of record or not.

3. CLOSING COSTS. Buyer is to pay for preparation of the warranty deed and to pay for any and all other closing costs, if any. The closing of the Subject Property shall be facilitated by a licensed Mississippi attorney of the Buyer's choosing.
4. PROPERTY TAXES. Property taxes shall be prorated as of the date of closing.
5. PROPERTY CONDITION. The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing.
6. CLOSING AND POSSESSION. Seller and Purchaser shall work together to reasonably set a time for closing, to not exceed 90-days after the execution of this agreement. Possession shall take place immediately at closing.
7. COMMISSION. Seller and Purchaser each represent and warrant that they are not represented by a real estate broker and that no real estate commissions are due in regard to the sale of the subject property as detailed in this agreement.
8. GOVERNING LAW. This agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
9. VENUE. In the event that either party brings any action concerning the terms of this agreement, the jurisdiction for such action shall vest in the state courts of Mississippi having jurisdiction over the City of Tupelo, Lee County, Mississippi.
10. DEFAULT. If the sale of the Real Property does not close as a result of default by either party hereunder, the non-defaulting party may seek specific performance and/or recover its damages.
11. SEVERABILITY. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
12. ACCEPTANCE AND RATIFICATION. The terms of this agreement shall be subject to ratification by the governing authorities of the City of Tupelo, Mississippi. The Deed to the Subject Property is subject to acceptance by the Buyer's governing authorities.
13. NOTICE. All notices concerning this Agreement shall be sent via United States Mail First Class, postage prepaid to the persons and addresses listed below.

PURCHASER:
 City of Tupelo, Mississippi
 Attn: Stephen N. Reed
 PO Box 1485
 Tupelo, MS 38802-1485

SELLER:
 Ralph Pound
 Address: _____

- 14. AMENDMENT. Any amendments to this agreement shall be made in writing and signed by both the Buyer and Seller.
- 15. ENTIRE AGREEMENT. This writing contains the entire Agreement of the Parties signed in two (2) duplicate originals.

IN WITNESS WHEREOF, each of the Parties hereto have signed this Agreement on this the _____ day of _____, 2023.

BUYER:

SELLER:

City of Tupelo, Mississippi

Todd Jordan, its Mayor

Ralph Pound

ATTEST:

Kim Hanna, CFO/City Clerk

**AN ORDER AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
CONTRACTUAL NEGOTIATIONS FOR THE PURCHASE OF REAL PROPERTY
LOCATED AT 120 S. HIGHLAND DRIVE, CITY OF TUPELO, LEE COUNTY,
MISSISSIPPI**

WHEREAS, the governing authorities of the City of Tupelo are empowered to act with respect to the care, management and control of municipal affairs and its properties pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972, as amended), including the authority to purchase such real property as determined by the city to be for a proper municipal purpose; and

WHEREAS, in compliance with the provision of Miss. Code Ann. § 43-37-3 (1972, as amended), governing the acquisition of real property using public funds, the City of Tupelo desires to purchase real property located at 120 S. Highland Drive from Charolette West (hereinafter "Subject Property") for the best negotiated price of Forty Thousand Dollars (\$40,000) as determined by a licensed real estate appraiser (Exhibit "A"); and

WHEREAS, the Subject Property to be purchased by the City of Tupelo is more particularly described as follows:

TRACT I:

North one half of Lot 18 and all of Lot 19 in Block 4 of the Boggan Grove Subdivision which is referenced in the Map or Plat of said subdivision recorded in Deed Book 184, Page 26 of the land records on file in the Office of the Chancery Clerk of Lee County, Mississippi. Lying and being in the South half of Section 36, Township 9 South, Range 5 East, in the City of Tupelo, Lee County, Mississippi.

TRACT II:

South 15 feet of Lot No. 20. Of Block 4 of Boggan Grove Subdivision which is referenced in the Map or Plat of said subdivision recorded in Deed Book 184 at Page 26 of the land records on file in the Office of the Chancery Clerk of Lee County, Mississippi. Lying and being in the Southwest Quarter of Section 36, Township 9 South, Range 5v East, in the City of Tupelo, Lee County, Mississippi.

WHEREAS, the Subject Property is currently in such a state of blight as to be detrimental to the health, safety and welfare of the citizens of the City of Tupelo; and

WHEREAS, the purchase of the Subject Property further serves the best interest of public health, safety and welfare by furthering the blight removal and redevelopment of this area.

NOW, THEREFORE, let it be ordered by the City Council of the City of Tupelo as follows:

1. The prefatory findings of this Order are hereby accepted, incorporated herein and found to be in accordance with the necessary and warranted exercise of the authority of the City of Tupelo to purchase necessary interests in real property for the purpose of blight removal and redevelopment.

2. The City Council authorizes the purchase of the Subject Property for not more than Forty Thousand Dollars (\$40,000).
3. The Mayor and City Clerk for the City of Tupelo are hereby authorized by the City Council to enter into a purchase agreement with Charolette West for the purchase of the Subject Property (see Exhibit "B"), subject to all terms favorable to the parties, and to execute all documents necessary to effectuate the purchase of the two properties. The contract and acceptance of deed will be ratified subsequent to closing.
4. This Order to purchase is made subject to the condition that Grantors possess good and marketable fee simple title to the Subject Property, free of any liens and encumbrances of any kind.

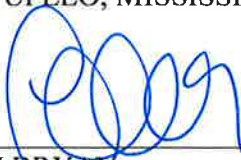
After a full discussion of this matter, Council Member Beard moved that the foregoing Order be adopted and said motion was seconded by Council Member Davis and upon the question being put to a vote, the results were as follows:

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>Absent</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 order adopted.

WHEREUPON, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the 20th day of June, 2023.

CITY OF TUPELO, MISSISSIPPI

By: 
 LYNN BRYAN
 City Council President



APPROVED:



TODD JORDAN, Mayor

6-21-2023

DATE

EXHIBIT A

SHORT APPRAISAL FIRM

city of tupelo
File No. **highland-120**

File Number: highland-120

In accordance with your request, I have appraised the real property at:

120 S. HIGHLAND DR
TUPELO, MS 38801

The purpose of this appraisal is to develop an opinion of the market value of the subject property, as improved. The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the market value of the property as of June 1, 2023 is:

\$42,000
Forty-Two Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.

Andy Short
ANDY SHORT

EXHIBIT B**CONTRACT OF PURCHASE**

THIS AGREEMENT entered into this the _____ day of _____, 2023, by and between **CHAROLETTE WEST** (hereinafter referred to as “Seller”), and the **CITY OF TUPELO, MISSISSIPPI**, a municipal corporation existing under the laws of the State of Mississippi (hereinafter referred to as “Purchaser” or “Buyer”), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

The Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller’s right, title and interest in and to certain real property located at or near 120 South Highland Drive in the City of Tupelo, Mississippi, hereinafter the “Subject Property,” and the purchase shall be subject to the terms stated herein. The Subject Property is more particularly described below:

TRACT I:

North one half of Lot 18 and all of Lot 19 in Block 4 of the Boggan Grove Subdivision which is referenced in the Map or Plat of said subdivision recorded in Deed Book 184, Page 26 of the land records on file in the Office of the Chancery Clerk of Lee County, Mississippi. Lying and being in the South half of Section 36, Township 9 South, Range 5 East, in the City of Tupelo, Lee County, Mississippi.

TRACT II:

South 15 feet of Lot No. 20. Of Block 4 of Boggan Grove Subdivision which is referenced in the Map or Plat of said subdivision recorded in Deed Book 184 at Page 26 of the land records on file in the Office of the Chancery Clerk of Lee County, Mississippi. Lying and being in the Southwest Quarter of Section 36, Township 9 South, Range 5v East, in the City of Tupelo, Lee County, Mississippi.

1. **PRICE.** The purchase price of the Subject Property shall be Forty Thousand Dollars (\$40,000) being the best negotiated price and the fair market value as determined by a Mississippi licensed real estate appraiser. The Seller acknowledges this to be just compensation. The purchase price is due and payable at closing.
2. **CLOSING.** Seller shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property free of all liens, encumbrances, defects and clouds on title, whether of record or not, and with taxes not delinquent. If any defects to title exist, Seller shall have the right to cure any such defects at closing. In the event that any defects to title cannot be cured by the date of closing, or if the curing of any defects would be otherwise impracticable, Purchaser shall have the right to terminate its obligations under this agreement.
The Subject Property shall be subject to covenants, zoning, and other regulations of record in effect in the City of Tupelo, Lee County, Mississippi, and rights of way and easements for public roads, flowage and utilities whether of record or not.

3. CLOSING COSTS. Buyer is to pay for preparation of the warranty deed and to pay for any and all other closing costs, if any. The closing of the Subject Property shall be facilitated by a licensed Mississippi attorney of the Buyer's choosing.
4. PROPERTY TAXES. Property taxes shall be prorated as of the date of closing.
5. PROPERTY CONDITION. The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing.
6. CLOSING AND POSSESSION. Seller and Purchaser shall work together to reasonably set a time for closing, to not exceed 90-days after the execution of this agreement. Possession shall take place immediately at closing.
7. COMMISSION. Seller and Purchaser each represent and warrant that they are not represented by a real estate broker and that no real estate commissions are due in regard to the sale of the subject property as detailed in this agreement.
8. GOVERNING LAW. This agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
9. VENUE. In the event that either party brings any action concerning the terms of this agreement, the jurisdiction for such action shall vest in the state courts of Mississippi having jurisdiction over the City of Tupelo, Lee County, Mississippi.
10. DEFAULT. If the sale of the Real Property does not close as a result of default by either party hereunder, the non-defaulting party may seek specific performance and/or recover its damages.
11. SEVERABILITY. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
12. ACCEPTANCE AND RATIFICATION. The terms of this agreement shall be subject to ratification by the governing authorities of the City of Tupelo, Mississippi. The Deed to the Subject Property is subject to acceptance by the Buyer's governing authorities.
13. NOTICE. All notices concerning this Agreement shall be sent via United States Mail First Class, postage prepaid to the persons and addresses listed below.

PURCHASER:
 City of Tupelo, Mississippi
 Attn: Stephen N. Reed
 PO Box 1485
 Tupelo, MS 38802-1485

SELLER:
 Charolette West
 Address: _____

- 14. AMENDMENT. Any amendments to this agreement shall be made in writing and signed by both the Buyer and Seller.
- 15. ENTIRE AGREEMENT. This writing contains the entire Agreement of the Parties signed in two (2) duplicate originals.

IN WITNESS WHEREOF, each of the Parties hereto have signed this Agreement on this the _____ day of _____, 2023.

BUYER:

SELLER:

City of Tupelo, Mississippi

Todd Jordan, its Mayor

Charolette West

ATTEST:

Kim Hanna, CFO/City Clerk