

**REGULAR CITY COUNCIL MEETING**  
**MUNICIPAL MINUTES CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**NOVEMBER 7, 2023**

Be it remembered that a regular meeting of the Tupelo City Council was held in the Church Street School auditorium on Tuesday, November 7, 2023, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, and Janet Gaston.; Ben Logan, City Attorney, and Missy Shelton, Clerk of the Council. Council Member Rosie Jones was absent. Council Member Palmer led the invocation. Council Member Gaston led the pledge of allegiance.

Council President Travis Beard called the meeting to order at 6:00 p.m.

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

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

ADD #25        In the Matter of Change Order #1 for Bid 2023-017PR - Pickleball Complex

DELETE #S1    In the Matter of the Villages Streets and Alleyways (Left on Study Agenda October 17, 2023)

Of those present, the vote was unanimous in favor.

**PUBLIC RECOGNITION**

Council Member Nettie Davis thanked the City, CVB and the community in their support of the recent AKA meetings held in Tupelo.

Council Member Lynn Bryan thanked Chuck Williams and Dennis Bonds for the recent work done concerning the Bristow Acres drainage issues.

Council Member Janet Gaston extended congratulations to Chris Stratton, a Tupelo native, and the Texas Rangers for their 2023 World Series win.

Council Member Chad Mims congratulated the Tupelo High School cross country team on their state championship. He also congratulated the Tupelo Middle School who won the state championship for their age division a couple of weeks ago.

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

No one appeared to address the property on the final lot mowing list.



<u>Parcel</u>	<u>Location</u>
101B0213000	418 Lakeview Drive

**IN THE MATTER OF PUBLIC HEARING FOR PROPOSED COMPREHENSIVE AMENDMENTS TO CHAPTER 2, CHAPTER 4, CHAPTER 8, CHAPTER 10, CHAPTER 11, AND CHAPTER 12 OF THE CITY OF TUPELO DEVELOPMENT CODE**

No one appeared to address the property on the final demolition lien list.

<u>PARCEL</u>	<u>ADDRESS</u>
089B-30-065-00	1203 North Green Street

**CITIZEN HEARING**

Dr. Matt Wesson addressed the Council regarding his concerns of the pay rate of the Tupelo Police Department and officers leaving to work for other law enforcement agencies for higher salaries.

**IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – SIGNS (MOVED TO ACTION AGENDA AT OCTOBER 17, 2023 MEETING)**

Council Member Lynn Bryan moved, seconded by Council Member Palmer, to table this item. Of those present, the vote was unanimous in favor. APPENDIX A

**IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – MULTIFAMILY (MOVED TO ACTION AGENDA AT OCTOBER 17, 2023 MEETING)**

Council Member Lynn Bryan moved, seconded by Council Member Palmer, to table this item. Of those present, the vote was unanimous in favor. APPENDIX B

**IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – CONGREGATE LIVING (MOVED TO ACTION AGENDA AT OCTOBER 17, 2023 MEETING)**

Council Member Lynn Bryan moved, seconded by Council Member Palmer, to table this item. Of those present, the vote was unanimous in favor. APPENDIX C

**IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – MAJOR SUBDIVISIONS (MOVED TO ACTION AGENDA AT OCTOBER 17, 2023 MEETING)**

Council Member Lynn Bryan moved, seconded by Council Member Palmer, to table this item. Of those present, the vote was unanimous in favor. APPENDIX D

**IN THE MATTER OF MINUTES OF OCTOBER 17, 2023 REGULAR COUNCIL MEETING**

Council Member Davis moved, seconded by Council Member Gaston, to approve the minutes of the October 17, 2023 regular Council meeting. 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, Gaston, and Palmer. Council Member Gaston moved, seconded by Council Member Palmer, to approve the payment of the checks, bills, claims and utility adjustments. Of those present, the vote was unanimous in favor. APPENDIX E

**IN THE MATTER OF APPROVAL OF A MOU AND INTEREST SURVEY FORM BETWEEN THE MS DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF TUPELO FOR THE STATE AND LOCAL CYBERSECURITY GRANT PROGRAM**

Council Member Davis moved, seconded by Council Member Bryan, to approve a Memorandum of Understanding (MOU) and Interest Survey between the MS Department of Homeland Security and the City of Tupelo for the state and local Cybersecurity Grant Program. Of those present, the vote was unanimous in favor. APPENDIX F

**IN THE MATTER OF CONSULTANT SELECTION VIA SMALL PURCHASE PROCEDURE FOR STP-0430-00(046) LPA/109150 WARD 7 LAWNDAL ELEMNTARY SCHOOL SIDEWALK AND TO AUTHORIZE THE MAYOR TO SIGN SAID AGREEMENT**

Council Member Davis moved, seconded by Council Member Palmer, to approve the consultant selection of Dabbs Corporation via small purchase procedure for STP-0430-00(046) LPA/109150 Ward 7 Lawndale Elementary School sidewalk and to authorize the Mayor to sign said agreement. Dabbs Corporation will be Professional Services Consultant for construction engineering & inspection. Of those present, the vote was unanimous in favor. APPENDIX G

**IN THE MATTER OF CONSULTANT SELECTION VIA SMALL PURCHASE PROCEDURE FOR STP-0430-00(047) LPA/109149 WARD 4 BARNES CROSSING SIDEWALK AND TO AUTHORIZE THE MAYOR TO SIGN SAID AGREEMENT**

Council Member Gaston moved, seconded by Council Member Bryan, to approve the consultant selection of Dabbs Corporation via small purchase procedure for STP-0430-00(047) LPA/109149 Ward 4 Barnes Crossing sidewalk and to authorize the Mayor to sign said agreement. Dabbs Corporation will be the Professional Services Consultant for construction engineering & inspection. Of those present, the vote was unanimous in favor. APPENDIX H

**IN THE MATTER OF PROPERTIES FOR LOT MOWING**

Council Member Bryan moved, seconded by Council Member Mims, to adjudicate the properties on the final lot mowing list as 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 Sec. 21-19-11. Of those present, the vote was unanimous in favor. APPENDIX I

**IN THE MATTER OF LIEN RESOLUTIONS FOR UNPAID DEMOLITION AND PROPERTY CLEANING COSTS**

Council Member Bryan moved, seconded by Council Member Gaston, to approve Resolutions Assessing Judgment Liens Against Real Property for the Costs Associated with Demolition and Property Cleanup in Accordance with Miss. Code Annotated § 21-19-11 and to remove 2625 Hampton Avenue from the list.



<u>Parcel</u>	<u>Location</u>
089B-30-065-00	1203 North Green Street

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

#### **IN THE MATTER OF UPDATED AXON AGREEMENT WITH TPD**

Council Member Palmer moved, seconded by Council Member Mims, to approve a revised agreement with Axon Enterprises, Inc. originally approved on June 6, 2023. Of those present, the vote was unanimous in favor. APPENDIX K

#### **IN THE MATTER OF SURPLUS OF K9 - NITRO**

Council Member Davis moved, seconded by Council Member Gaston, to approve the surplus and removal from assets of police canine Nitro. Of those present, the vote was unanimous in favor. APPENDIX L

#### **IN THE MATTER OF PROPOSED CHANGE ORDER 1 FOR CITY PARK DRAINAGE IMPROVMENTS ARPA 2023-028PW**

Council Member Bryan moved, seconded by Council Member Mims, finding that the change order is commercially reasonable, within the scope of the project as dictated by conditions encountered in the field and not to circumvent the purchasing laws; and to approve change order #1 for ARPA bid 2023-028PW - City Park Drainage Improvements. This change order will increase the original contract price with James A. Hodges Construction by \$21,500 for a total price of \$339,193.75. Of those present, the vote was unanimous in favor. APPENDIX M

#### **IN THE MATTER OF ACCEPTING DONATION OF FUNDS FROM THE TUPELO SPORTS COUNCIL TO THE CITY OF TUPELO**

Council Member Palmer moved, seconded by Council Member Gaston, to accept a donation of \$10,500 from the Tupelo Sports Council for the purchase of a golf cart. Of those present, the vote was unanimous in favor.

#### **IN THE MATTER OF CADENCE BANK ARENA MINUTES OF AUGUST 21, 2023, SEPTEMBER 18, 2023 AND SPECIAL CALLED MEETING OF SEPTEMBER 25, 2023**

Council Member Palmer moved, seconded by Council Member Gaston, to accept the Cadence Bank Arena minutes of August 21, September 18 and September 25, 2023. Of those present, the vote was unanimous in favor. APPENDIX N

#### **IN THE MATTER OF BID # 2023-047PR - 3 PLEX PARKING LOT IMPROVEMENT**

Bids were received for Bid # 2023-047PR - 3-Plex Parking Improvements with four bids received. Council Member Davis moved, seconded by Council Member Palmer, to approve the lowest and best bid of Falcon Contracting Company, LLC, in the amount of \$198,705.00. Of those present, the vote was unanimous in favor. APPENDIX O



**IN THE MATTER OF CONTRACT APPROVAL WITH FALCON CONTRACTING FOR BID # 2023-047PR - 3 PLEX PARKING LOT IMPROVEMENT**

Council Member Gaston moved, seconded by Council Member Mims, to approve a contract with Falcon Contracting Company, LLC, in the amount of \$198,705, for bid # 2023-047PR and to authorize the Mayor and City Clerk to execute. Of those present, the vote was unanimous in favor. APPENDIX P

**IN THE MATTER OF SURPLUS OF FIXED ASSETS TO DESTROY**

Council Member Bryan moved, seconded by Council Member Palmer, to approve the surplus of an ice machine asset #5448, as submitted by the Administration Office at City Hall. This item is no longer needed by the City of Tupelo and should be scrapped. The vote was unanimous in favor. APPENDIX Q

**IN THE MATTER OF AN ORDER ACCEPTING A CONVEYANCE OF REAL PROPERTY LOCATED AT 1226 BOGGAN DRIVE AND DECLARING AS SURPLUS THE STRUCTURE(S) LOCATED AT SAID PROPERTY AND TO AUTHORIZE THE DEMOLITION OF THE SURPLUSED STRUCTURE(S)**

Council Member Gaston moved, seconded by Council Member Mims, to approve an Order Accepting a Conveyance of Real Property Located at 1226 Boggan Drive, Declaring as Surplus the Structure(s) located at Said Property and to Authorize the Demolition of the Surplused Structure(s). Of those present, the vote was unanimous in favor. APPENDIX R

**IN THE MATTER OF CHANGE ORDER #1 FOR BID # 2023-017PR 0 PICKLEBALL COMPLEX**

Council Member Bryan moved, seconded by Council Member Davis, finding that the change order is commercially reasonable, within the scope of the project as identified in the field and not to circumvent the purchasing laws; and to approve change order #1 for bid # 2023-017PR - Pickleball Complex to run electrical conduit to the islands. This change order will increase the contract with M & N Construction with a net change of \$4,318.42. Of those present, the vote was unanimous in favor. APPENDIX S

**IN THE MATTER OF THE VILLAGES STREETS AND ALLEYWAYS (LEFT ON STUDY AGENDA OCT 17, 2023)**

Council Member Palmer moved, seconded by Council Member Bryan, to approve the deletion of Item # S1 from the Study Agenda. Of those present, the vote was unanimous in favor.

**EXECUTIVE SESSION**

Council Member Davis moved, seconded by Council Member Mims, to determine the need for an executive session. City Attorney Ben Logan said the session will be for the acquisition and disposal of real property under Miss. Code Anno. 25-41-7(g) (1972 as amended), particularly real property to construct new Fire Station #5 and review of previous acceptance of alleyways in the Villages subdivision. Of those present, the vote was unanimous in favor.



Council Member Palmer moved, seconded by Council Member Bryan, to close the regular session and enter executive session for discussion of 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 6:23 PM.

After discussion in executive session, Council Member Mims moved, seconded by Council Member Gaston to return to the regular meeting at 7:14 PM. Of those present, the vote was unanimous in favor.

**IN THE MATTER OF THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED AT 2667 SOUTH GREEN STREET OWNED BY MELINDA KIRK**

Council Member Mims moved, seconded by Council Member Gaston, to:

- 1) find that reasonable efforts to negotiate an agreement at the appraised amount (\$185,000) of value have failed, and the administrative settlement of \$15,000 more is reasonable, prudent and in the best interests of the public in order to construct on contiguous properties a new fire station and other public appurtenances;
- 2) approve the administrative settlement and purchase of real property located at 2667 South Green Street owned by Melinda Kirk at a cost of \$200,000.

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

**IN THE MATTER OF THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED NEAR 2667 SOUTH GREEN STREET OWNED BY KIRK USED CARS, LLC**

Council Member Bryan moved, seconded by Council Member Davis, to approve the purchase of real property located near 2667 South Green Street owned by Kirk Used Cars, LLC, at a cost of \$145,000, being the best negotiated price and at the fair market value as determined by a Mississippi licensed real estate appraiser. The purpose of the purchase of this property is for the future location of a Fire Department. Of those present, the vote was unanimous in favor. APPENDIX U

**ADJOURNMENT**

There being no further business to come before the Council at this time, Council Member Bryan moved, seconded by Council Member Palmer, to adjourn the meeting at 7:15 PM. Of those present, the vote was unanimous in favor.

This the 7th day of November, 2023.

  
Travis Beard, Council President



ATTEST:

Missy Shelton  
Missy Shelton, Council Clerk

APPROVED

Todd Jordan  
Todd Jordan, Mayor

11-22-2023  
Date



## PROPOSED TEXT AMENDMENT TO THE CITY OF TUPELO DEVELOPMENT CODE (TA23-02)

TA22-02 Comprehensive Development Code Update: APPROVAL recommended July 25, 2022 by the City of Tupelo Planning Committee and Department of Development Services to amend the Code to include billboards that are allowed in a zone and are currently permitted as a "Use by Right" within the City of Tupelo to "Use by Flexibility".

### CHAPTER 10 Sign Regulations

All amendments and additions are noted in **bold**. Deletions are ~~stricken~~.

#### 10.1.1 Purpose and Intent

It is the purpose of this subchapter entitled "Sign Regulations" to promote the public health, safety, and general welfare through reasonable, consistent, and non-discriminatory sign standards. This subchapter is not intended to censor speech or to regulate viewpoints, but instead is intended to regulate, in a content-neutral manner, any secondary effects of speech that may adversely affect aesthetics and traffic and pedestrian safety. The purpose of this subchapter is to:

- (1) Encourage the effective use of signs as a means of communication in the City;
- (2) Maintain and enhance the aesthetic environment and the City's ability to attract sources of economic development and growth;
- (3) Improve pedestrian and traffic safety;
- (4) Minimize the possible adverse effect of signs on nearby public and private property;
- (5) Foster the integration of signage with architectural and landscape designs;
- (6) Allow signs that are compatible with their surroundings and that aid orientation, while precluding the placement of signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
- (7) Regulate signs in a manner so as to prevent the interference with, the obstruction of the vision of, and/or the distraction of motorists, bicyclists, and/or pedestrians;
- (8) Allow for traffic control devices to promote highway safety and efficiency by providing for the orderly movement of road users on streets and highways, and to notify road users of regulations and provide warning and guidance needed for the safe, uniform, and efficient operation of all elements of the traffic stream;
- (9) Protect property values by precluding sign types that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement;
- (10) Protect property values by ensuring that the types and numbers of signs are in harmony with buildings, neighborhoods, and conforming signs in the area;
- (11) Preserve and enhance the historic character of the City; and
- (12) Enable the fair and consistent enforcement of these sign regulations.

#### 10.1.2. Effect.

- (1) To establish a permit system that allows a variety of types of signs on business premises and a limited variety of signs on other premises, subject to this Code and its permit procedures;
- (2) To allow certain small, unobtrusive signs incidental to the principal use of a site without a permit if such signs meet the substantive requirements of this Code;
- (3) To prohibit off-premise advertising signs, except where billboards are permitted by state or federal law or by this Code;



- (4) To allow a variety of types of noncommercial signs subject to the same substantive and permit requirements that control on-premise signs;
- (5) To allow certain types of signs to make minor encroachments of the public right-of-way, if specially permitted; and
- (6) To prohibit all signs not expressly permitted by this Code. 10.1.3 Applicability

#### 10.1.3 Applicability

This Section applies to **all** signs intended to be viewed from a public right of way, ~~such highways and streets, and to signs which are intended to be viewed from outdoor areas of private or public property, used for~~ from public pedestrian areas, or ~~from vehicular access to such property use areas within the City of Tupelo are subject to the standards of this Section. Signs requiring a permit must submit an application and all required materials to the Department of Development Services, including Certificate of Occupancy or Building Permit for the principal structure or use, project cost, scaled elevation of proposed sign, and site plan with existing and proposed signs.~~

This Section does not regulate the use of materials such as noncommercial holiday signs and decorations, signs on products, product containers or dispensers, public information and safety signs placed by government entities in their own rights of way, any signs required by local State or Federal law, or building design exclusive of any commercial message.

#### 10.1.4 Approval Requirement

Except as otherwise stated in this Chapter, signs which are allowed under this Chapter ~~shall~~ **are not allowed to** be erected or placed until and unless the person erecting or placing the sign or the property owner has obtained a sign permit from the Development Services Department pursuant to Section 12.13 of this Code.

**Documentation of an approved Certificate of Occupancy or Building Permit for the associated principal use is required with application for permitted signage within the City of Tupelo. A minor site plan, including scale elevation representation depicting height, distance from Right of Way, distance from existing signs on parcel and adjacent parcels, width of permanent structures, and all copy, text, images, artwork, and other proposed visualizations. Construction detailed is required, where applicable, to verify compliance with all requirements of the International Building Code, as adopted, as set forth in Chapter 16, Structural Design.**

All signs not specifically allowed by this Chapter are prohibited, unless a variance for their use is secured in accordance with Section ~~10.8~~ **10.6** or 12.16 of this Code.

#### 10.1.4 Transitional Rule

- (1) **Existing Unlawful Uses and Structures.** A sign or sign structure, as defined by this Chapter, not lawfully existing at the time of the adoption of this Code is deemed lawful as of the effective date of this Code amendment if it conforms to all of the requirements of this Code. However, if such structure or use does not conform to all of the requirements of this Code, then such structure or use remains unlawful hereunder.
- (2) **Signs Rendered Nonconforming.** When a sign located as a lawful use before the effective date of this Code amendment, and this Code amendment no longer classifies such use as either a permitted use or conforming use by virtue of its construction or location in the zoning district, such use is deemed a nonconforming use and shall be controlled by the provisions of this Code.



### (3) Amortization and Compliance of Non-Conforming Signs.

- a. Outdoor Advertising Signs regulated by Mississippi Code 1972 Sections 49-23-1 through 49-23-29 regulating state controlled routes which become non-conforming according to the standards of this Section may continue and be provided with Flexible Use review for future permitting according to Chapter 14 of this Code provided that conformity and compliance for required sign area and lighting be met.
- b. All signs deemed nonconforming on parcels adjacent to or with frontage on Main Street, McCullough Boulevard, Coley Road, Cliff Gookin Boulevard, and Gloster Street must be made conforming within ten (10) years of the effective date of this Code amendment or within ten (10) years of the date of permitting, whichever is later, regardless of change of ownership or principal use of the parcel, excepting designated Landmark Signs and monument signs located in a vehicular use area, and where distance requirements are the only non-conforming standard.
- c. All new or renovated signs requiring a permit as defined in this Chapter shall be made conforming to all standards as stated in this Code in order to secure a permit, effective upon immediate effect of the date of this Code amendment.
- d. Any Billboard or off-premises Electronic Graphic Display sign not regulated by Mississippi Code 1972 Sections 49-23-1 through 49-23-29 located in an Agricultural/Open Space or Industrial zoning district, regardless of location, must be made conforming to this Code within five (5) years of the effective date of this Section, as amended.
- e. Where non-conforming signs not in compliance with this Code according to this Section which remain after the designated period for amortization, a notification will be provided by the City to the property owner notifying the property owner of the non-conformity and required amortization and be given notice of thirty (30) days in which to remove said sign or, where the sign is not removed within thirty (30) days, the City will issue a summons to Municipal Court to mitigate the non-conformity.
- f. The owner of an existing billboard or electronic graphic display sign where conformity would require removal of the sign in its entirety due to a nonconforming location may provide a petition for exemption to the City of Tupelo Planning Committee for review as a continuation of a non-conforming use according to Section 14.5 of this Code. Approval of the Committee is discretionary and must be contingent upon the immediate voluntary removal of at least one existing billboard or electronic graphic display sign in a location not designated for ten (10) year amortization upon the effective date of this Code, as amended. Billboards or electronic display signs granted exemption for removal must become conforming to all other standards of this Code.

### 10.2 Interpretations and Definitions

A sign shall be any device, fixture, placard, **fixed image**, or structure that uses color, **light, audio**, form, graphics, words, lettering, parts of letters, figures, numerals, phrases, sentences, emblems, designs, trade names, or trademarks by which anything is made known such as are used to designate an individual, a firm, an association, a corporation, a profession, a business, or a commodity or products, which are legible **or directly evident** from any public street or adjacent property and used to attract attention. This definition includes the structure or the face on which a sign message is displayed.

- (1) For the purposes of this section, this definition shall not include "trade dress," i.e.; architectural features identified with a product or business, as a sign.
- (2) The words, terms and phrases set out below, when used in this subchapter, shall have the meaning ascribed to them in this subchapter, except where the context clearly indicates a different meaning.



- (3) All signs, whether or not a permit is required, shall meet all requirements and standards of this Chapter as well as the International Building Code as adopted by the City of Tupelo or be found in violation of the City of Tupelo Development Code. Temporary signs found not in compliance are subject to immediate removal. Unpermitted signs are subject to violations set forth in Chapter 13 of this Code.
- (4) Fixed images on public or private property without designation or conveyance of information as described above which display artwork only, without words or other messaging other than what is tangentially included for artistic purpose only, is designated as artwork and regulated by Section 10.7.3 of this Chapter.
- (5) Appeal of any permitting decision related to signs as defined by this Chapter may be directed to the City of Tupelo Licensing Commission for review. Appeals of the Licensing decision may be appealed to the City of Tupelo City Council per Chapter 13 of this Code.

#### 10.2.1 Definitions

**ARTWORK:** A two or three dimensional representation that is expressed in a form and manner as to provide aesthetic enjoyment for the viewer rather than to specifically convey the name of the business or a commercial message about the products or services offered on the property upon which the artwork is displayed; **includes murals, window art, sculpture, and other artistic media legible or directly evident from a public street for consumption as public art. Landscaping art and other forms of artwork for private consumption on private property is not included.**

**BILLBOARD:** A permanent sign, which is not dependent upon a building for support, with a surface displaying renewable or replaceable messages, using pasted bills, paint, or other media, regardless of the content of the message, and usually communicating a commercial or non-commercial message related to an activity conducted, a service rendered or commodity sold at a location other than where the sign is located. All off-site, non-attached signs the advertising surface for which is for rent, lease or periodic fee, whether collected or not, shall be deemed a billboard sign.

**COPY:** Words, letters, numbers, figures, characters, symbols, logos, or insignia that are used on a sign face.

**COPY AREA:** The smallest geometric shape that encloses all graphics, letters, and logos of the sign face.

**FLAG:** Bunting or fabric of distinctive color and design that is used as an emblem, standard, decoration, or symbol and that is hoisted on a permanent flagpole, **mounting structure**, or otherwise displayed from a building.

**MENU BOARD:** A structure primarily designed for the display of menu items and prices for the purpose of placing orders for such items in conjunction with a restaurant utilizing drive-through or curbside service.

**NEON:** Lights, tubes, or other devices used to emit neon light.

**ROOF LINE:** The apex, or highest point of the roof. In a series of roofs, the apex of the lowest roof will be considered.



**SIGN, ABANDONED:** Any sign that is located on property which becomes vacant and is unoccupied for a period of three months or more, ~~or~~ any sign which pertains to a time, event, **entity**, or purpose which no longer applies, and which sign is nonconforming to the requirements of this Section; a sign that has been blank **or is not rented or leased, with or without a fee**, for 60 days or more; **an electronic sign no longer capable of display**; or a lawfully erected temporary sign for which the time period allowed for display of the sign has expired. **Landmark signs or signs protected by Historical Preservation designations are exempt from this definition provided they do not pose a threat to health or safety.**

**SIGN, A-FRAMED:** (also a SANDWICH BOARD) A freestanding upright sign on a rigid supporting frame in the form of a triangle or an inverted V.

**SIGN, ANIMATED:** Any sign that moves or that appears to move by any means, including fluttering or rotating. Such signs shall also include, but not be limited to, pennants, ribbons, streamers or propellers.

**SIGN, ATTACHED:** A sign that is permanently affixed to or painted on a building, canopy, or wall and that has a permanent or changeable copy face. Attached sign types include wall signs, awning signs, canopy signs, marquee signs, projecting signs and suspended signs.

**SIGN, AWNING:** A sign that is part of or attached to the face or valance of an awning and that is constructed in the same fabric or material as the awning.

**SIGN, BANNER:** A sign made of flexible material that advertises a business, an event, or a product for sale.

**SIGN, CANOPY:** A sign that is attached to a structure constructed of rigid materials that may be attached to and supported by a building and/or that is also supported by columns, poles, or braces extending to the ground.

**SIGN, CHANGEABLE COPY:** Any sign designed so that letters or numbers physically attached to the sign can be periodically changed to indicate a different message.

**SIGN, CONVENIENCE:** A sign displayed only for the direction, safety, and convenience of the public. Convenience Signs may include, without limitation, address signs, address and name plaques, signs identifying rest rooms, parking area entrances and exits, gas station self-service or full-service pump islands, freight entrances and exits, and other facilities that may require directional signage.

**SIGN, DEVELOPMENT:** A sign located at the entrance to a residential development and constructed of masonry or natural materials, except for attached letters or logos.

**SIGN, DEVELOPMENT-IN-PROGRESS:** A temporary sign that may include, without limitation, the name of the project, the architect, the contractor, the developer, the engineer, the financing institution, or the materials supplier for the site, whose construction is active, or announcing the future development.

**SIGN, DIRECTORY:** A sign displaying the names and/or logos of two or more businesses located in the same building, shopping center, or development.

**SIGN, ELECTRONIC GRAPHIC DISPLAY:** Any sign that displays still images, scrolling images or moving images, including video and animation, utilizing a series or grid of lights that may be changed through electrostatic means, including cathode ray, light emitting diode (LED) display, plasma screen, liquid crystal display (LCD), fiber optic or other electronic media or technology.

**SIGN, ELECTRONIC READER BOARD:** A sign capable of electronically displaying and changing advertising copy, but not images.

**SIGN, FREESTANDING:** (also GROUND MOUNTED)

- (1) A sandwich board sign; or



(2) A sign supported by a sign structure that is secured in the ground and that is wholly independent of any building or object, other than the sign structure, for support. Freestanding signs include monument and pylon signs.

*SIGN, GOVERNMENT IMITATION:* A sign that copies, imitates, or in any way approximates an official highway sign or carries the words "Stop" or "Danger." Also, a sign that obscures a sign displayed by public authority for the purpose of giving traffic instruction or direction, or other public information, including any authorized traffic control sign, signal, or similar device.

*SIGN, HAND HELD:* A sign that is held by or otherwise mounted on a person.

*SIGN, SUSPENDED:* A sign mounted on beams, brackets, or poles projecting from a building.

*SIGN, INTEGRAL:* A sign or plaque carved into stone, concrete, or similar material, or made of bronze, aluminum or other permanent type metal materials, and made an integral part of the structure.

*SIGN, INTERIOR ORIENTED:* A convenience sign not intended to be read from outside the property, as indicated by distance from property line, direction the sign faces, or the size of copy on the sign. Interior oriented signs may include menu board signs or shopping center directional signs.

**SIGN, LANDMARK:** Signs which have been officially designated as Local Historic Landmarks pursuant of the Tupelo Historic Preservation Code, and which retain those dimensional, locational, and lighting standards that the sign possessed when it received such a designation

**SIGN, MONUMENT:** a freestanding sign which is attached to the ground or to its base on grade by a solid sign structure and which structure extends from the ground or base to the sign face at the same or greater width as the sign face.

**SIGN, PYLON:** A freestanding sign consisting of a display elevated above the ground on one or more poles or columns, **also known as a pole sign.**

**SIGN, SUSPENDED:** A sign mounted on beams, brackets, or poles, **or other support feature** projecting from a building

**SIGN, WINDBLOWN:** Any device made of **or supporting** non-rigid material which by color and movement attracts attention for commercial purposes, **including feather signs and other flag signs not supported by a flagpole or suspended from a building.**

**SIGN, WINDOW:** A sign placed within, affixed to, in contact with, or located within 12 inches of a window and intended to be seen from the exterior.

**SPECIAL EVENT DISPLAY DEVICE:** Any device used for advertising display not otherwise defined in this ordinance, including inflatables, tents, tethered balloons and similar items.

**STRING LIGHTING:** Lighting used to outline a structure and to attract attention for commercial purposes.

**UNIFORM SIGN PLAN:** A plan establishing parameters for the size, location and design of signs in a planned development.

### 10.3. Sign Standards.



### 10.3.1 Sign Area

- (1) The area of a sign shall include all lettering, wording, designs and symbols, together with the background, whether open or enclosed, on which they are displayed. The supporting structure or bracing of a sign shall be omitted in measuring the area of the sign unless such structure or bracing is made part of the message or face of the sign.
- (2) Where a sign consists of individual letters, words or symbols attached to a surface, building, canopy, awning, wall or window and all such elements are located in the same plane, the sign area shall be the area of the smallest rectangle which completely encompasses all such letters, words or symbols and any accompanying background of a color different than the natural color of the wall.
- (3) On all signs other than wall signs, which shall only be allowed one face, signs with identical sign faces placed in such a manner to ensure that the angle at which the two sign faces are placed does not exceed 60 degrees, shall be considered as a single (1) face. The area for a sign with more than one face, placed at an angle that exceeds 60 degrees, shall be computed by adding together the area of all sign faces. **Billboards are exempt from this standard. Billboard area and facing is regulated by Section 10.7 of this Code.**
- (4) The area of the address number required by Section ~~9.2.2~~ **9.22** of the Tupelo Municipal Code, Structure Address Regulations, shall not be computed as part of the sign face unless it exceeds twice the minimum number height requirement. All such street address numbers shall be displayed in accordance with Section ~~9.2.2~~ **9.22** of the Tupelo Municipal Code.

### 10.3.2. Sign Height.

The height of a sign shall be computed as the distance from the base of the sign at a computed grade to the top of the highest attached component of the sign (including the sign face, sign structure, or any other appurtenance). The computed grade shall be the natural grade of the land at the site of the sign, exclusive of any berm height.

### 10.3.3 Sign Illumination

Sign illumination shall only be achieved through the following standards. The Planning Committee shall hear and decide any appeals of staff decisions related to the interpretation of this section.

- (1) External Illumination:
  - (a) Signs that are externally illuminated shall ~~have the light source shielded~~ **include a light shield to reduce light pollution and prevent illumination to** from adjacent buildings and streets, and no sign or device shall produce glare or illumination so as to create a nuisance or a safety hazard to adjacent property owners or to the traveling public.
  - (b) Illumination shall be achieved via a steady, stationary white light of ~~reasonable intensity,~~ **no more than 1 foot candle at the farthest point of the sign from the base,** which is directed solely at the sign.
  - (c) No sign shall have blinking, flashing or fluttering lights or other illuminating device which has a changing light intensity, brightness or color.
  - (d) Electrical lights and fixtures shall not be attached to a sign unless they are installed in accordance with the current adopted National Electrical Code **and permitted by the Department of Development Services.**



- (e) **Color temperature shall not exceed 4,000 Kelvin.**
- (f) **Externally illuminated signage may not be located within 200 feet of any residential zone or residential use unless located on a major collector or arterial road. Variances may be granted by the Administrative Adjustment up to 15% but must include shielding to direct light to the sign and prevent adjacent property impact.**
- (2) Internal Illumination:
  - (a) Internally illuminated signage, **such as neon, back lit, edge lit, and trough lit**, may not be located within ~~100~~ **200** feet of mixed use residential, medium density residential, or low density residential zoning districts. **Variances may be granted by the City of Tupelo Planning Committee but may not permit location closer than 100 feet to the above zoning districts or any residential use.**
  - (b) **Color temperature shall not exceed 4,000 Kelvin**

#### 10.3.4. General Visibility Quality.

Because these regulations can only establish the physical characteristics of signage and not enforce a level of visual quality in sign design, anyone planning a sign is strongly encouraged to consider:

- (1) The character of the proposed sign, not only in and of itself, but also in terms of the effects a sign will have upon the character of the surrounding area;
- (2) The way in which the sign will be read and whether its size, location, configuration, and character are appropriate to its intended audience or whether a more appropriate sign could better serve its intended purpose and, at the same time, be less visually disruptive; and
- (3) The character of the sign structure, (the physical means of supporting the sign,) and whether that structure could be made an integral part of the sign rather than a separate and frequently distracting element.
- (4) Signs shall be located so as not to block windows, doors or other means of ingress and egress. No sign shall be erected or placed in such a manner as to impair visibility of any motorists.
- (5) No person may, for the purpose of increasing or enhancing the visibility of signs, damage, trim, destroy or remove any trees, shrubs, or other vegetation located as follows:
  - (a) Within public right-of-way, unless the work is done pursuant to the express written authorization of the City of Tupelo or State of Mississippi, whichever is appropriate.
  - (b) On property that is not under the ownership or control of the person conducting or responsible for the work, unless the work is done pursuant to the express authorization of the person owning the property on which the trees or shrubs are located; or
  - (c) In any area where trees or shrubs are required to remain under an approved development contract.

#### 10.3.5. Design, Construction and Maintenance.

- (1) All signs shall comply with applicable provisions of the International Building Code and the National Electrical Code as currently adopted by the City of Tupelo. Sign shall maintain a minimum horizontal clearance of eight feet in addition to the fall radius and a vertical clearance of a least eight feet from electrical lines, or the minimum clearance in accordance with the provisions of the current adopted National Electrical Code, which either is greater. **No sign in in proximity of overhead utilities may be greater than 25 feet in height.** Windblown signs shall not be allowed to deteriorate to a tattered, torn, or faded condition and shall be attached and secured properly at all times.
- (2) Signs shall be constructed of permanent materials and permanently affixed to the ground or building except for those signs that, by their nature, are considered temporary.



- (3) All signs and components thereof shall be maintained in a safe, neat, clean, attractive and structurally sound condition. All signs shall be kept neatly painted, including all metal parts and supports thereof that are not galvanized or of rust-resistant material. The premises surrounding signs shall be maintained in a clean, sanitary, and inoffensive condition, free and clear of obnoxious substances, rubbish, and weeds.
- (4) The Director of Development Services, or authorized representative, shall have the authority to inspect all signs and order the painting, repair, alteration or removal of a sign which shall constitute a hazard to the health, safety or general welfare of the public by reason of inadequate maintenance, dilapidation or obsolescence.
- (5) All signs constructed in whole or in part with glass, plastic or other breakable materials which shall suffer any breakage, whether from natural or other causes, shall be repaired by the owner of the premises on which the sign is located within a period 30 days from the time the breakage occurs. Additional periods of time for repairs may be granted by the Director of Development Services, provided such extensions are requested in writing and the Director of Development Services finds that such extensions would not defeat the basic purposes of this Code.
- (6) No sign, regardless of zoning district, shall encroach more than 15 feet of any curb line, street edge, or driveway, within a sight visibility triangle, or impede corner visibility, as established by Section 11.4.3 (12) of this Code.**
- (7) All signs between 6 and 32 square feet shall maintain a minimum setback of 5 feet from the property line. All signs greater than 32 square feet shall maintain a minimum setback of 12 feet from the property line. No sign shall locate less than 12 feet from any property line adjacent to residential use or the boundary of a residential zone.**
- (8) No sign will be granted flexible or compatible use approval, provided any variance, or otherwise be permitted for height greater than 100 ft without a review of public hazard by the Chief Building Inspector of the City of Tupelo.**
- (9) No sign will be permitted for construction out of any combustible material except where approved by the Chief Building Inspector of the City of Tupelo.**

#### 10.4 Temporary Signs Allowed Without Permit

Temporary signs are intended for temporary use, not permanently mounted, and intended for a designated period of time. The temporary sign shall be for a special event, not a routine business activity. ~~The following temporary signs shall be allowed in each zoning district, within the stated restrictions, provided permits are obtained for their construction or placement.~~

- (1) Standards for all Temporary Signs:**
  - a. Signs cannot exceed 32 square feet in area or 4 ft in height.
  - b. Signs cannot be illuminated.
  - c. Signs cannot be placed or erected within the right-of-way of any street, or within 15 feet of any curb line or street edge.
- (2) Temporary signs which do not meet the requirements of this Section will be removed by city staff without notice or, if unable to be removed, will result in violation and enforcement according to Chapter 13 of this Code.**
- (3) Temporary signs are allowed in all zoning districts, within the stated restrictions, provided permits are obtained for their construction or placement, where applicable as state in this Section.**
- (4) Temporary Windblown sign, Freestanding Sign, or Banner permits may be issued twice per calendar year per location for a duration of no more than 30 days per permitted period with no less than 30 days between permitted periods.**



#### **10.4.1 Temporary Signs Allowed Without a Permit**

##### **(1) On Premise Real Estate Sign**

- a. Single lot sign in residential districts may not exceed 4 ft height or 6 square feet total area
- b. Sign in a residential area advertising multiple lots may have one sign not exceeding 8 ft in height or 32 square feet total area
- c. All real estate signs must be removed prior to issuance of a Certificate of Occupancy or 15 after closing or execution of a lease.

##### **(2) Off-Premise Real Estate Sign**

- a. Signs with directional information only are allowed as off-premises ground signs for real estate purposes. Business or developer names are prohibited on directional signs.
- b. Signs are limited to 5 signs per multiple lot project or per property if for a single lot and must be located no more than one mile from the property or project.
- c. Signs cannot exceed 4 ft in height or 2 square feet in area on either side.
- d. Signs cannot obstruct vision clearances or be located on the corner of any intersection. Only one sign is allowed per intersection.
- e. Signs must be removed on or before the time of closing, lease, sale, or contract on the project or property.
- f. The Director of Development Services, or designee, may notify the Board of Realtors or the Home Builders Association regarding violations of these provisions.

##### **(3) Public/Nonprofit Announcement or Special Event Sign**

- a. Can be placed no earlier than two (2) weeks prior to the event and must be removed no later than seven (7) days after the event

##### **(4) Political Signs:**

- (a) Signs advertising political candidates, referenda or similar issues cannot be placed within the public right of way, closer than 15 feet from a street edge, or within a corner visibility area as provided by Section 6.3.6(11).
- (b) Such signs shall be removed within five days after the election and special election in which the candidate is eliminated in the case of primary elections and within five days after the general election for all other candidates, issues, and referenda.

#### **10.4.2 Temporary Signs Requiring a Permit**

##### **(1) Private Business Special Event**

- a. Freestanding signs cannot exceed 32 total square
- b. Banners cannot exceed 75 total square feet and cannot be located within 20 feet of any street.
- c. Not permitted for display more than 30 consecutive days more than twice per twelve (12) month period.

##### **(2) Special Event Display Devices**

- a. Advertising display devices not otherwise provided for in this Code, such as inflatables, tents, tethered balloons, et cetera are allowable for a total of a period of one week in duration per quarter (1/4) year for each business or location, and these periods may not be consecutive.
- b. A drawing or photograph of the proposed device, along with a plan showing location on the property shall be submitted to the Planning Department for review.
- c. The proposed device, excluding tethered balloons, may not exceed 25 feet in height, shall not have any flashing or distracting illumination as described in Section 10.9.1(1), and shall not



**be located within 40 feet of any street right of way, or in any location that may interfere with drivers' visibility, the visibility of signage on other property, or electrical power lines**

**(3) Windblown Signs RELOCATED FROM 10.5.8**

- a. Up to 50 square feet of windblown signs, such as streamers, flags, pennants, et cetera, per 100 feet of street frontage may be placed on property within Mixed Use Commercial Corridor, Regional Commercial, or Mixed Use Employment zoning districts.  
~~(2) — Windblown signs may not have any copy or logo relating to the business.~~
- b. Such windblown signs shall be securely affixed to the ground or to a building and may not exceed ~~25~~ **15** feet in height.  
~~(4) — Windblown signs which become faded or tattered shall be replaced or removed.~~
- c. Flags conforming to official standards of the United States Government or the State of Mississippi shall not be considered or used as windblown signs.

**~~10.4.1. On-Premise Real Estate Sign. RELOCATED TO 10.4.1(1)~~**

~~In residential districts on projects not involving multiple lots, such signs shall not exceed six square feet in area and four feet in height and are limited to one per lot. In all other circumstances, such signs shall not exceed 32 square feet in area and eight feet in height. The sign shall be removed prior to the issuance of a Certificate of Compliance or within 15 days after closing or execution of a lease.~~

**~~10.4.2. Off-Premise Real Estate Sign. RELOCATED TO 10.4.1(2)~~**

- ~~(1) Signs that solely provide directional information regarding the sale or lease of residential property.~~
- ~~(2) The signs contain only directional information [i.e., directional arrows, "left 100 yards", "2nd right", etc.] and "house for rent", "open house", "new house(s) for sale" or the name of the project. Other information such as the name of a builder or real estate company is prohibited.~~
- ~~(3) The signs shall be temporary signs on white background, unlit, and limited to two square feet per side for a single user. The sign message may be placed on each side of the sign. The signs shall not exceed four feet in height and shall not obstruct vision clearances.~~
- ~~(a) In order to avoid the placement of a series of signs along several miles of roadway, no more than five signs shall be allowed per project or per property when a single dwelling is for sale or rent. Signs shall be placed no farther one mile from the project or property for which directions are given.~~
- ~~(b) Each user is allowed only one sign per intersection.~~
- ~~(c) Signs for properties for sale or lease shall be removed when a contract is closed on the last property for sale or lease in the project.~~
- ~~(d) To encourage assistance in compliance with these requirements, the Director of Development Services, or designee, may notify the Board of Realtors or the Home Builders Association regarding violations of these provisions.~~

**~~10.4.3. Public/Nonprofit Announcement Sign. RELOCATED TO 10.4.1(3)~~**

~~May be erected up to two weeks prior to the event and shall be removed within seven days after the event.~~

**~~10.4.4. Setback Requirements. RELOCATED TO 10.4(2)~~**

~~No temporary sign shall be placed or erected within the right of way of any street, or within 15 feet of any curb line or street edge. Temporary signs which do not meet the setback requirements may be removed by city staff without notice.~~



~~10.6 Temporary signs are intended for temporary use, not permanently mounted, and intended for a designated period of time. The temporary sign shall be for a special event, not a routine business activity. The following temporary signs shall be allowed in each zoning district, within the stated restrictions, provided permits are obtained for their construction or placement. **RELOCATED TO 10.4**~~

~~(1) Freestanding Signs: **RELOCATED TO 10.4.2**~~

- ~~(a) Shall not be displayed for more than 30 consecutive days.~~
- ~~(b) Shall not exceed 32 square feet.~~
- ~~(c) Only one sign shall be allowed per business per special event.~~
- ~~(d) Each business site may be issued two sign permits for a temporary sign within a 12 month period. Each 12 month period shall begin with the issuance of the first permit and shall expire 12 months from that date.~~

~~(2) Banners: **RELOCATED TO 10.4.2**~~

- ~~(a) Allowed for a total of one period of two weeks in duration per quarter (1/4) year for each business or location, and these periods may not be consecutive.~~
- ~~(b) Banners shall not exceed 75 square feet in size. Banners shall not be located within 20 feet of any street.~~

~~(3) Political Signs: **RELOCATED TO 10.4.1**~~

- ~~(a) Signs advertising political candidates, referenda or similar issues shall not be placed within the public right of way, closer than 15 feet from a street edge, or within a corner visibility area as provided by Section 6.3.6(11).~~
- ~~(b) Such signs shall be removed within five days after the election and special election in which the candidate is eliminated in the case of primary elections and within five days after the general election for all other candidates, issues, and referenda.~~
- ~~(c) Signs placed in violation of these regulations will be removed by City staff~~

- ~~(4) Special Event Display Devices: Advertising display devices not otherwise provided for in this Code, such as inflatables, tents, tethered balloons, et cetera are allowable for a total of a period of one week in duration per quarter (1/4) year for each business or location, and these periods may not be consecutive. A drawing or photograph of the proposed device, along with a plan showing location on the property shall be submitted to the Planning Department for review. The proposed device, excluding tethered balloons, may not exceed 25 feet in height, shall not have any flashing or distracting illumination as described in Section 10.9.1(1), and shall not be located within 40 feet of any street right of way, or in any location that may interfere with drivers' visibility, the visibility of signage on other property, or electrical power lines **RELOCATED TO 10.4.2**~~

## **10.5 Permanent Signs**

### **10.5.1 Permanent Signs Allowed Without a Permit**

#### **(1) Public Convenience Sign ~~RELOCATED FROM 10.5.1~~**

An on-premise sign giving information or direction for the convenience and necessity of the public such as address signs, address and name plaques, signs identifying rest rooms, parking area entrances and exits, gas station self-service or full-service pump islands, freight entrances and exits, and other facilities that may require directional signage.

- a. Convenience signs visible from outside the property shall not exceed three square feet of area per sign or four feet in height and shall not contain any logos. Interior oriented signs may not exceed 32 square feet in area or the height of the nearest building.

#### **(2) Historic Marker Sign ~~RELOCATED FROM 10.5.2~~**



A sign attached to a building, indicating the date of construction or the name of the building or the principals involved in its construction. Also includes attached or freestanding historic or memorial markers erected by a governmental agency or private, nonprofit historic preservation or education organization pursuant to a plan or program for the erection of such signs or markers applied on a national, state or local basis or to properties within a duly authorized local historic district.

- a. Historic Marker Standards: The plan or program sponsoring the sign shall employ uniform standards of eligibility and the sign or marker shall commemorate a person, building, place or event of historical, civic, cultural, natural historical, scientific, or architectural significance.
- b. Each such sign or marker shall be made of cast metal, cut masonry, painted wood or metal or other similar weatherproof material.
- c. Signs attached to buildings shall not exceed six square feet in area.

(3) Window Sign **RELOCATED FROM 10.5.3**

Signs, **including digital, electronic, or otherwise illuminated**, that are attached to, painted on, or etched into a window or displayed, **internally or externally**, within ~~12~~ **24** inches (measured horizontally) of the window and are legible from outside of the window.

- a. Window signs shall not exceed 30 percent of the window area on each facade and in combination with all other signs on the lot shall not exceed the maximum permitted sign area for the lot.
- b. **Perforated window dressing or cling without advertisement, graphics, or other messaging that would constitute a sign as defined by this Chapter is not regulated by the standards of Section 10.5.3.**
- c. **Artwork, as defined by this Chapter, located on window facing or displayed in a window without advertisement, graphics, or other messaging that would constitute a sign as defined by this Chapter is regulated by the standards of Section 10.7.3.**

(4) Traffic Control Signs on Private Property **RELOCATED FROM 10.5.4**

Any public notice or warning required by applicable federal, state or local law, regulation or Code. Any federal, state, or local traffic control or other public sign when located on private property.

- a. The face shall meet Mississippi Department of Transportation standards.
- b. The sign shall contain no commercial logo or message.

(5) Vending Machines, Automatic Tellers, Gasoline Pumps **RELOCATED FROM 10.5.5**

Signs that display the name, trademark, prices or logo of the company or brand, provided the display is an integral part of a vending machine, automatic teller machine, or gas pump.

- a. The sign shall not exceed four square feet in area per side.

~~10.5.6. Residential Identification Sign.~~ **INCLUDED IN DEFINITION OF FREESTANDING SIGN, REGULATED AS PERMANENT SIGN REQUIRING A PERMIT**

~~(1) — Up to two freestanding signs may be placed on private property at each entrance to identify the subdivision.~~

~~(2) — Each sign shall be limited to six feet in height and 12 square feet in area. Signs shall be incorporated into a permanent landscape feature such as a wall or masonry column.~~

~~10.5.7. Mixed Use and Multifamily Developments.~~ **INCLUDED IN DEFINITION OF FREESTANDING SIGN, REGULATED AS PERMANENT SIGN REQUIRING A PERMIT**

~~(1) — Up to two freestanding signs may be placed on private property at each entrance to identify the project.~~

~~(2) — Each sign shall be limited to six feet in height and the total sign area shall not exceed 32 square feet in area for a single sign and 16 square feet each if two signs are used.~~



~~(3) The sign shall be incorporated into a permanent landscape feature such as a wall or masonry column.~~

## 10.5.2 Permanent Signs Requiring a Permit

### ~~10.7.1.~~ 10.5.2.1 Attached Signs.

**Unless otherwise specified in this Section, all attached signs must meet the following standards:**

- (1) **Location:** Attached signs are permitted in all mixed use and nonresidential zoning districts, except Marquee signs permitted only in nonresidential zoning districts.
- (2) **Right Of Way:** Clearance of eight feet above the public right of way, sidewalk, or required front yard and cannot extend more than five feet into the right of way without Tupelo City Council approval.
- (3) **Setback:** Not closer than two feet, measured in horizontal distance, from the curb line of any street.
- (4) **Area:** The area of all permitted signs shall be included in calculating the total area of all attached signs.

#### **(5) Additional Standards:**

- a. ~~Awning Signs: Awning signs are shall be permitted in all mixed use and nonresidential zoning districts subject to the following requirements:~~

- i. Shall be flat against the surface of the awning.
- ii. Any fabric awning valance may not extend more than one foot below the rigid mount of the awning.
- iii. Maximum sign area is one square foot per linear foot of awning, determined using the area formula for wall signage in Section 10.7.1(6).
- iv. Only one sign is permitted over each door or window.

~~(b) Shall maintain a clearance of eight feet above a public right of way or required front yard.~~

~~(c) Shall not be closer than two feet, measured in horizontal distance, from the curb line of any street.~~

~~(d) Shall not extend more than five feet into the right of way without specific approval of the City Council.~~

~~(e) The area of all permitted awning signs shall be included in calculating the total area of all attached signs.~~

- b. ~~Canopy Sign: Canopy signs are shall be permitted in all mixed use or nonresidential zoning districts subject to the following requirements:~~

- i. Maximum sign area per canopy face is 12 square feet.
- ii. The vertical edge of the canopy sign shall be a maximum of two feet in height, except for fuel canopies, where the maximum vertical edge of the canopy may be 42 inches.
- iii. Shall not extend beyond the vertical edge of the canopy to which it is attached.

~~(d) The area of all permitted canopy signs shall be included in calculating the total area of all attached signs.~~

- c. ~~Marquee Sign: Marquee signs are shall be allowed in all non-residential districts, subject to the following conditions:~~

~~(a) Shall maintain a vertical clearance over a sidewalk of at least eight feet.~~

~~(b) Shall be no closer than two feet, measured in horizontal distance, from the curb line of any street.~~

- i. The message area may extend the full length of the marquee.
- ii. The message area shall not exceed eight feet in height.
- iii. The message area shall not exceed 200 square feet in area, except in the MUD District where it shall not exceed 350 square feet in area.



- iv. Only one marquee sign shall be allowed per establishment.
- ~~(g) The area of all permitted marquee signs shall be included in calculating the area of all attached signs.~~
- d. Projecting Sign: Projecting signs **or blade signs are** ~~shall be allowed in all mixed use or nonresidential zoning districts,~~ subject to the following conditions:
  - i. Shall not extend above the top of the wall to which it is attached.
  - ii. Shall not extend into a required front yard more than six feet or into a public right-of-way more than four and one-half feet.
  - iii. Shall not exceed 20 square feet in area.
  - iv. Only one sign shall be permitted per establishment.
  - ~~(b) Shall maintain a clearance of eight feet above a public right-of-way or required front yard.~~
  - ~~(f) The area of all permitted projecting signs shall be included in calculating the area of all attached signs.~~
- e. Suspended Sign: Suspended signs **are** ~~shall be permitted in all mixed use or nonresidential zoning districts,~~ subject to the following regulations:
  - i. Sign area shall not exceed three and one-half square feet.
  - ii. Only one sign shall be allowed per establishment.
  - ~~(a) Shall be no closer than two feet, measured in horizontal distance, from the curb line of any street.~~
  - ~~(b) Shall maintain a vertical clearance over a sidewalk of at least eight feet.~~
  - ~~(e) The area of all permitted suspended signs shall be included in calculating the area of all attached signs.~~
- f. Wall Sign: Wall signs **are** ~~shall be allowed in all mixed use and nonresidential districts~~ subject to the following requirements:
  - i. Shall not extend more than 12 inches from the wall of the building, except in the case of a sign on the lower slope of a roof or a canopy roof, where the sign may extend the distance required to make the sign vertical.
  - ii. Sign may extend up to 12 inches into a public right-of-way.
  - iii. Sign may not extend beyond the edges of the wall to which it is attached, except when the sign is contiguous on two adjacent walls of the same building, the connecting portion may extend to but not beyond the face of the adjoining portion.
  - iv. Sign may not prevent the free entrance and exit from any window, door or fire escape.
  - v. The area of wall signs in the Regional Commercial zoning district or the mixed use zoning districts may not exceed one square foot for each foot of horizontal length of the wall to which the sign is attached.
  - vi. The area of wall signs in other non-residential zoning districts may not exceed one and one half square foot for each foot of horizontal length of the wall to which the sign is attached.
  - vii. Nonresidential uses permitted in residential districts shall be allowed one wall sign per building, provided the sign does not exceed one half square foot for each foot of horizontal length of the wall to which the sign is attached; however, a minimum of eight square feet of sign area shall be allowed.
  - viii. Optional wall sign area formula: Five percent of the wall area, up to a maximum of 200 square feet, may be used as an alternative basis to calculate the permitted size of a wall sign in the Mixed Use Commercial Corridor, Mixed Use Activity Center, Mixed Use Employment,



and Regional Commercial Districts. This optional formula may be used on only one wall of a building. In the Mixed Use Downtown district, three percent of the wall area may be used for signs placed at the third or fourth story level or higher, up to 300 square feet; five percent of the wall area may be used for signage placed at the fifth story level or higher, up to 600 square feet; and the optional formula may be used on more than one wall.

- ix. Signs may not extend above the roof line.

#### **~~10.7.2~~ 10.5.2.2 Freestanding Signs COMPLETE REORGANIZATION REQUIRED. ADDITIONS IN BOLD, DELETIONS WITH STRIKETHROUGH**

The following freestanding signs are regulated by this Section:

- (1) Monument Signs
- (2) Pylon Signs **(also known as pole signs)**
- (3) Uniform or Directory Signs
- (4) Billboards
- (5) Variable Display Signs
- (6) Landmark Signs

##### **10.5.2.2(1) Freestanding Sign Standards**

All freestanding signs shall comply with the standards of this section unless otherwise specified by sign type in Section 10.7.2.2, Special Standards

##### **(1) Design and Construction**

##### **a. Construction Materials**

- i. All freestanding signs, excepting Pylon, Billboard, and Electronic Graphic Display signs, must be constructed with a solid decorative base such as brick, decorative masonry, natural or decorative stone, stucco finish or façade, decorative metal, the width of the sign and at least 2 ft in height.
- ii. All pylon signs and Billboard and Electronic Graphic Display signs located in a designated flood zone or whose height exceeds 25 ft with exposed support structure must be painted or coated with a matte treatment appropriate to ensure the longevity of the structure and conceal the base material of the support structure.
- iii. Billboard and Electronic Graphic Display signs not exceeding 25 ft in height, excepting those locating within a designated flood zone, must be constructed with a decorative wrap of the support pole such as brick, decorative masonry, natural or decorative stone, stucco finish or façade, or decorative metal extending, at minimum, to the lowest point of the sign. Wrap design is subject to approval by the Director of the Department of Development Services.

##### **b. Height**

- i. Monument Sign: The distance from the ground to the highest point of the sign shall be not more than six feet for signs placed at the minimum setback line of 15 feet from the street edge.
- ii. Pylon Sign: ~~Not permitted in residential districts or on properties adjacent to a residential zoning district boundary.~~ The distance from the ground to the highest point of the sign shall not exceed ~~16~~ **12** feet for signs placed at the minimum setback line.



c. Area

- i. Nonresidential Districts: Individual signs on each street frontage of a property shall not exceed 32 square feet in area when the frontage is less than 150 feet, and shall not exceed 80 square feet in area in the Regional Commercial District, or 100 square feet in area in other districts, when the frontage is 150 feet or more.
- ii. Residential Districts: Individual signs on each street frontage of a property shall not exceed 12 square feet in area when the frontage is less than 150 feet, and shall not exceed 32 square feet in area when the frontage is 150 feet or more.

d. Additional Standards

- i. **All freestanding signs requiring a footing and/or electrical utilities must submit a Commercial Construction Application as well as a Sign Application for review by the Department of Development Services.**

(2) Location

- a. **Freestanding permanent signs other than Billboards and Electronic Graphic Display signs must be located on-premises for purposes relating to the principal use of the parcel on which they are located except where Electronic Graphic Display signs meet on-premises sign standards and do not display advertisement or video images other than on-premises activity and/or no cost community public events.**
- b. Zoning Districts
  - i. ~~Freestanding signs shall be permitted in mixed use, nonresidential zoning districts and for non-residential uses in mixed use zoning districts subject to the following requirements: ;b0;~~
  - ii. **Pylon Sign: Not permitted in residential districts or on properties adjacent to a residential zoning district boundary unless located on a major collector or arterial road.**
  - iii. Signs are otherwise permitted according to Table ~~10.7.2.1~~ 10.5.2.2 below. Note: Nonresidential Uses in Residential Districts, including Mixed Use Residential Districts, may have monument signs only.



- iv. Please note: R indicates Use by Right, C indicates Use by Compatibility, F indicates Use by Flexibility. Uses not indicated as R, C, or F in each zone are considered NOT an Allowed Use in the respective zone.

Table 10.5.2.2

Allowed Uses By Zone													
Allowed Use	A/O	LDR	MDR	MUR	MUD	MUCC-1	MUCC-2	MUE-1	MUE-2	MUAC-1	MUAC-2	RC	I
Billboard	R												R
Billboard Replacement	R												R
Electronic Graphic Display Sign	R												R
Landmark Signs	R	R	R	R	R	R	R	R	R	R	R	R	R
Monument Signs	R	R	R	R	R	C	C	R	R	R	R	R	R
Pylon Signs						R	R	R	R	R	R	R	R
Uniform/ Directory						R	R	R	R	R	R	R	R
Variable Display						R	R	R	R	R	R		

c. Location on Lot

- i. One freestanding on-premise sign shall be permitted on each property. An off-premise billboard may **not** be located on property with a freestanding on-premise sign, subject to location and separation standards of this section.
- ii. Setbacks
  1. Freestanding signs shall not be placed within 15 feet of a street edge **or right of way boundary, whichever is greater**, and may not extend or project over the right-of-way.
  2. Freestanding signs shall not be located within any sight distance triangles.
  3. Each freestanding ~~on-premise~~ sign shall be located a minimum of 100 feet from other freestanding ~~on-premise~~ signs on the same side of the street.
  4. **No freestanding sign may be located in a vehicular use area, parking stall, or other area designated for maneuvering of pedestrian or vehicular traffic and may not locate in an area previously approved to meet minimum parking standards.**
  5. If the sign height is six feet or less, there shall be no minimum setback required from the property line.
  6. If the sign height is over six feet in height:
    - a. For sign areas of 32 square feet or less, a minimum setback of five feet from all property lines shall be required, except that a minimum setback of 12 feet from adjoining residential properties shall be required.
    - b. For sign areas of more than 32 square feet, a minimum setback of ten feet from all property lines shall be required, except that a minimum setback of 12 feet from adjoining residential properties shall be required.

iii. Signs Allowed in the Right of Way



Signs Allowed in Right-of-Way: The following signs are allowed within the public right-of-way in all zoning districts. Where such signs are permanent signs, they shall require a license agreement approved by the Public Works Director, or designee, or an encroachment agreement approved by MDOT for streets under state jurisdiction, except as specified in Section 10.5, Permanent Signs Not Requiring Permits. Signs allowed in right-of-way shall meet all other applicable requirements of this Article.

- (a) Awning and Projecting signs projecting over a public right-of-way.
- (b) Emergency Warning signs erected by a government agency, utility company, or a contractor doing work in a public right-of-way.
- (c) Public Signs erected by or on behalf of the City, County, State or federal government.
- (d) Permit Signs erected pursuant to a permit for temporary use issued by the Director of Development Services, or designee, subject to such Codes or regulations as may apply.
- (e) Moveable Signs located on sidewalks within the street right-of-way in pedestrian-oriented commercial areas within the Mixed Use Downtown District shall be allowed, but not require a permit, provided that all the following requirements are met.
- (f) The sidewalk in the area near the moveable sign shall be wide enough to allow for at least five feet of width for unrestricted pedestrian movement with the sidewalk signs in place.
- (g) Each sidewalk sign allowed under this section shall not exceed two and one half feet in width and four feet in height. The sign itself shall be moveable, shall not be permanently attached in any way to the sidewalk, and shall not be chained or attached in any way to street furniture, other signs, street trees, other landscaping, or other fixtures or appurtenances on or in the sidewalk.

### **(3) Landscaping**

Freestanding signs shall incorporate the following landscaping requirements.

- a. A defined landscaped area shall be provided at the base of the sign. The required landscaped area shall be parallel to the face of the sign.
- b. The required landscaped area shall be at least 25 square feet in area for signs with total sign area of less than 32 square feet, and 50 square feet of landscaped area for signs of 32 or more square feet total sign area.
- c. For signs with multiple faces, the landscaped area shall be allocated so that a portion of the required landscaping is located in front of each sign face. If the size of the site imposes practical difficulties on the placement of the plant materials, the Director of Development Services may make administrative adjustments in these requirements as stipulated in Section 12.16 of this Code.
- d. The required landscaped area shall contain materials such as, but not limited to, vegetative ground covers, perennials, shrubs, and ornamental trees covering at least 50 percent of the defined landscaped area at maturity.
- e. Paving and artificial plant materials shall not be included in fulfilling this requirement.
- f. A plan of the landscaped area with the name, quantity, and spacing of plant materials shall be included as a part of the sign permit application.



#### (4) Address Requirement

- a. All monument signs shall incorporate a street address number or address range, unless an alternative addressing location has been approved by the Development Services Department. Street address numbers shall be a minimum of four inches high in all zoning districts.

#### (5) Compatibility

- a. Highway Interchange Signage: The ~~Director of Development Services~~ **City of Tupelo Planning Committee** may approve a pylon sign up to 200 feet in area and up to 100 feet in height for restaurants, hotels, motels, fuel sales establishments or other highway oriented establishments when located on property **zoned for non-residential or industrial use that is not adjacent to or does not negatively impact residential uses**, any part of which shall be located within 1,000 feet of the center of the following interchanges on U.S. Highway 78/I-22; U.S. 78/I-22 and McCullough Boulevard/MS178; U.S. 78/I-22 and Coley Road Extended; U.S. 78/I-22 and Veterans Boulevard; U.S. 78/I22 and Auburn Road; or within 1,500 feet of the center of the following interchanges on U.S. Highway 45; U.S. 45 and Eason Boulevard; and U.S. 45 and Green Street. ~~and which is zoned Mixed Use Commercial Corridor, Mixed Use Activity Center, Mixed Use Employment, or Industrial.~~
- b. An additional 50 square feet in area may be allowed for each additional businesses, up to a maximum of 400 square feet.
- c. The Director of Development Services may grant a "compatible use approval" for a ground sign to be located less than 100 feet from another ground sign upon a written finding that a proposed sign cannot physically meet this requirement solely due to the location of existing signs on separate but adjoining lots, provided that all other requirements of this Code are met and the proposed sign is located as remotely from adjacent signs as possible. No such compatible use approval shall be granted when the existing sign is located on the same lot as the proposed sign. In this case, a directory sign is recommended. However, the Director of Development Services may grant a compatible use approval for a ground sign to be located not closer than 75 feet to another sign where a directory sign is not feasible or would be greater than 75 feet from the business seeking the Sign Permit. All procedures regarding compatible uses as contained in Section 12.12 shall apply.
- d. Alternative sign locations may be approved by the Director of Development Services considering the width of the right-of-way.

#### (6) Flexibility

- a. Flexibility: Signs placed at a greater than minimum setback may be allowed additional height as follows:
  - i. Monument Signs: One additional foot of height for each five feet of setback beyond the minimum, to a maximum of ten feet.
  - ii. Pylon Signs: One additional foot of height for each five feet of setback beyond the minimum, to a maximum of 25 feet in the Regional Commercial District, or 35 feet in other districts. This flexibility may not be combined with the height limit exemption provided under "Highway interchange signage" ~~below in Section 10.5.2.2(1)(5).~~
- b. Pylon signs placed at a greater than minimum setback from the street edge may be allowed additional area as follows:
  - i. Two additional square feet of area for each foot of setback beyond the minimum, to a maximum of 100 square feet in the Regional Commercial District, or 120 square feet in other districts. This flexibility may not be combined with the height limit exemption provided in ~~Section 10.7.2.(6)~~ **10.5.2.2(1)(5)** below, "Highway Interchange Signage".



### 10.5.2.2(2) Special Standards

#### (1) Uniform or Directory Signs

- a. A uniform sign plan is required for all shopping centers, including any out-parcels connected thereto at the time of site plan approval and for all other multi-occupant non-residential developments, before any signs for the development, or establishments therein may be erected on the property. All owners, tenants, subtenants, and purchasers of individual units within the development shall comply with the approved uniform sign plan.
- b. The uniform sign plan shall consist of five elements which shall govern all signs within the shopping center or development: location, materials, size, letter style, and color. The uniform sign plan shall include drawings, specifications, dimensions, and maps showing the proposed locations of signs and how such locations conform to the requirements of this part.
- c. The uniform sign plan shall be subject to approval by the Development Services Department. For shopping centers and other multi-occupant developments, the uniform sign plan must be submitted, reviewed, and approved prior to the issuance of the first sign permit for the development, including any individual establishments therein or out-parcels connected thereto.
- d. Freestanding signs advertising two businesses may be up to 120 square feet in size and 25 feet in height. Freestanding signs advertising three businesses may be up to 150 square feet in size and 30 feet in height.
- e. Existing shopping centers are encouraged to submit a uniform sign plan and shall be allowed the additional size and height specified above.
- f. A uniform sign plan for the shopping center or development shall not be approved until and unless the Development Services Department finds that;
- g. The plan provides that signs of a similar type and function within the development will have a consistent size, lettering style, color scheme, and material construction;
- h. The plan provides for signs which meet the size limitations, location requirements, and other applicable requirements of this part.

#### (2) Billboards

**Billboards require separate approval as an accessory structure and submittal of construction detail during application for permitting.**

- a. Allowable Zones: Billboards shall be allowed in Agriculture/Open Space, ~~Mixed Use Commercial Corridor, Mixed Use Employment Center~~, and Industrial zones.
- b. Size and Height Restrictions:
  - i. Billboards shall not exceed 400 square feet in size
  - ii. Billboards shall not exceed ~~35~~ 25 feet in height as measured from ground level to the highest point of the sign **without Flexible Variance approval by the City of Tupelo Planning Committee. No billboard may be approved to exceed 50 feet in height unless located in a Highway Interchange designated area as set forth in Section 10.5.2.2(1)(5) and approved for Flexible Variance by the City of Tupelo Planning Committee.**
  - iii. **No objects attached to a billboard structure or other encroachment in the form of signage or other advertising devices or media outside of the allowable square footage will be permitted.**
- c. Setback and Separation:



- i. The front setback, as required by the zoning Code for buildings, shall also apply to billboards, **but must maintain a clearance of 60 ft from the edge of the right of way, regardless of setback.**
  - ii. Billboards shall be separated from all other billboards by a minimum distance of ~~1,500~~ **1750** feet measured at a radius. Billboards shall be separated from freestanding signs by a minimum distance of ~~100~~ **500** feet **and may not be located on the same parcel as any other freestanding sign.**
  - iii. Billboards located within 250 feet of the edge of the pavement of Martin Luther King, Jr. Drive (U.S. Highway 45) or U.S. Highway 78 shall be separated from all other billboards by a minimum distance of 500 feet measured at a radius.
  - iv. **No billboard shall locate closer than 100 ft to the closes point of any structure**
  - v. **No billboard shall locate closer than 100 ft to any zoning boundary**
  - vi. **No billboard shall locate closer 200 ft to any residential use, regardless of zone and, if closer than 500 ft to any residential use, must be oriented so that no portion of the sign face is visible from a principal structure on a residentially zoned lot.**
- d. Other Restrictions:
- i. Billboards shall be detached from all other structures and shall not be erected on or above the roof or any other part of a building.
  - ii. Double sided billboards shall be allowed and shall be considered as one billboard, provided the nearest points of the individual sides of the structure are no more than five feet apart **and total area is no more than 400 square feet**
  - iii. **Stacked billboards with two panels facing the same direction may be permitted with Flexible Use approval by the City of Tupelo Planning Committee but may not exceed a total area of 400 square feet.**
  - iv. **Billboards are permitted for off-premises advertising only and shall not be used to promote the use of the parcel on which it is located.**
  - v. **All billboards are required to clearly post ownership identification and contact as well as City of Tupelo permitting number identification at an accessible point at the base of the structure.**
  - vi. **Billboards located on 2-way streets are required to maintain either side of the signage structure**
  - vii. **No new billboards may be constructed under the same ownership as that of any nonconforming billboard.**

### (3) Variable Display Signs

Variable Display Signs: Signs meeting the definitions of these sign types in Chapter 2 are required to meet specific design standards as follows:

- a. Changeable Copy Signs:
  - i. Location: ~~The sign must be located on the site of the use identified or advertised by the sign.~~
  - 1. Zoning District: Changeable copy signs are allowable in any zoning district according to general standards for signs in such district.
  - ii. Area: As provided in Sections 10.7.2(4) and overlay district requirements if applicable.
- b. Electronic Reader Board Signs:
  - i. Location: The sign must be located on the site of the use identified or advertised by the sign.



- ii. Zoning District: Allowed in Mixed Use Commercial Corridor, Mixed Use Activity Center, Mixed Use Employment, and Industrial Districts.
  - iii. Setback and Orientation: The sign must be a minimum of 100 feet from any residential zoning district; if located within 200 feet of a residential zoning district, the sign must be oriented so that no portion of the sign face is visible from a principal structure on a residentially zoned lot.
  - iv. Display: To pictorial images; texts may not exceed ten words or text elements; the minimum time a text or portion of a text may be displayed is one second per word or text element; no more than one color of illuminating device is allowed; the minimum pitch (space between pixels) shall be 23 millimeters.
  - v. Brightness: Electronic reader board signs must have a primary and secondary means of reducing the brightness of the display to 70 percent of peak capacity brightness after sunset. These methods may include light sensing devices embedded within the display's controlling system or software provisions to reduce brightness on a timed basis.
  - vi. Separation: The sign must be a minimum of 100 feet from any other ground sign and no compatible or flexible use process as described in Section 12.12 may be used to allow a lesser separation distance.
  - vii. Area: Electronic reader board signs placed as wall or freestanding signs may not exceed 40 percent of the sign area allowed for wall or freestanding signs in Sections 10.7.2.(4). If located in a commercial overlay district, the 40 percent limitation applies to the sign area standards specified for the overlay district. For legibility and the ability to display a complete text message, the minimum size of an electronic reader board sign shall be six square feet.
- c. Electronic Graphic Display Signs
- i. **Electronic Graphic Display Signs not meeting the standards of on-premises signage must conform to all standards for Billboards as set forth in Section 10.5.2.2(2) (2) as well as the following:**
    - ii. Location: The sign must be located on the site of the use identified or advertised by the sign, or in a location where a billboard may be permitted under the requirements of Section ~~10.7.2.(11)~~ **10.5.2.2**.
    - iii. Zoning District: Allowed for ~~on-premises~~ or off-premises use in Agriculture/Open Space, ~~Mixed use Commercial Corridor, Mixed Use Activity Center,~~ and Industrial districts.
    - iv. Setback and Orientation: For on premises use, the sign must also be a minimum of 100 feet from any residential zoning district; if located within 200 feet of a residential zoning district, the sign must be oriented so that no portion of the sign face is visible from a principle structure on a residentially zoned lot. For off premises use the sign must also meet the standards in Section ~~10.7.2.(11)~~ **10.5.2.2**.
    - v. Display: The sign may include both text and pictorial images, but no motion. Displays may include multiple colors. Displays must remain in place for at least one second per word or text element, with a minimum display time of eight seconds. Displays may change only with a whole text screen transition. The minimum pitch (space between pixels) shall be 23 millimeters.
    - vi. Separation: For on premises use, the sign must be a minimum of 100 feet from any other ground sign and no compatible or flexible variance process as described in Section 12.12 may be used to allow a lesser separation distance.



- vii. **Area:** For on premises use, electronic graphic display signs placed as freestanding signs ~~or attached to structures~~ may not exceed 40 percent of the area allowed for freestanding or wall signs in Sections ~~10.7.2.(4)~~ **10.5.2.2(1)**; If located in a commercial overlay district, the 40 percent limitation applies to the sign area standards specified for the overlay district. ~~For off premises use the sign must meet size standards for billboards in Section 10.7.2.(12)~~ **10.5.2.2(2)(2).**
- viii. **Billboard Replacement:** ~~For off premises use,~~ an existing billboard may be replaced by an electronic graphic display sign provided that two existing billboard signs are removed and not replaced **according to the following guidelines:**
  - 1. **A nonconforming billboard may not be replaced with an electronic graphic display sign.**
  - 2. **Replacement may not occur if the applicant does not own two billboards located in the City of Tupelo that may be removed.**
  - 3. **Should the location of the billboard proposed for replacement by an electronic graphic display sign not meet the requirements of this code for such a sign, replacement shall not be permitted.**
  - 4. **Nonconforming billboards removed in order to conform to the standards of any Code amendment may not constitute a billboard designated for removal toward replacement of a billboard with an electronic graphic display sign.**

d. **Landmark Signs**

**Landmark Signs:** ~~Signs which have been officially designated as Local Historic Landmarks pursuant the Tupelo Historic Preservation Code, and which retain those dimensional, locational, and lighting standards that the sign possessed when it received such a designation shall enjoy the following privileges:~~

- I. May remain on roofs or exceed height limits found elsewhere in this Article.
- II. May exceed dimensional limits found elsewhere in this Article.
- III. May reference a product or business which is not related to the existing business on the property.
- IV. Shall not, if the sign is not related to an existing business, have the sign area deducted from the square footage of sign area granted by other standards of this Article.
- V. May remain in a right-of-way unless it becomes a hazard to traffic.
- VI. May retain its original lighting patterns and materials.
- VII. The following regulations shall apply to signs which have been designated as Landmark Signs.
  - 1. The voluntary removal of a Landmark Sign by an owner shall be allowed.
  - 2. Alterations to a Landmark Sign shall not be allowed without the issuance of a Certificate of Appropriateness by the Historic Preservation Commission using the criteria used in the Tupelo Historic Preservation Code.

### **10.5.3 Standards for the Permitting of Permanent Display of Public Artwork**

**(1) All new murals on private property, excluding interior/exterior of private residences, require a permit by the Department of Development Services. Permitting procedures are as follows:**

- a. **A review committee made up of, at minimum, representatives of the City Planning Division, Tupelo Convention and Visitors Bureau, Building Division, Administrative Division, Planning Committee, Councilperson representing the proposed location, and including representatives of Downtown**



Tupelo Main Street Association, Historic Preservation Commission, and/or Overlay Design Review Committee, as applicable.

b. Full color scale renderings, where the mural will be displayed, materials used and process for application of mural to surface, and any letters of support for the proposal should be submitted to the Department of Development Services for review by committee. Proof of ownership of a property or permission by the property owner, along with a maintenance plan for the mural designated the responsible party is required for consideration of any application for artwork.

c. If the Mural proposal is viewed as a work of fine art, the applicant is given a letter of acceptance by the review committee and directed to the Department of Development Services, Zoning Administration to complete an application for a sign as a work of art permit. The Zoning Administration makes final determinations for permits.

d. If a determination is made by the committee that a proposal does not qualify as a one-of-a-kind work of art, the applicant will be given a letter from Tupelo Convention and Visitors Bureau stating that the proposal does not qualify as primarily a work of art in nature. The applicant will be directed to the Zoning Administration to complete an application for a sign permit. The Zoning Administration makes final determination for permits.

i. Public artwork may not meet the definition of a sign as defined by this Chapter or constitute advertising or an off-premises sign. Artwork constituting a sign must meet standards set forth in Chapter 10 of this Code.

ii. Overt use of logos or trademarks may lead to a determination that the proposal is advertising in nature and thus subject to signage code provisions concerning advertising and "off-site advertising.

iii. Murals must be a "one-of-a-kind" work of art and must not appear in any other public form including but not limited to advertising, logos, and trademarks and including publications where the mural is used to promote or identify the sponsor in any form.

## **(2) Design and Construction Standards**

- a. The City of Tupelo permitting process is content neutral beyond the prevention of obscenity, defined as works which, taken as a whole, appeal to the prurient interest in sex, which portray sexual conduct in a patently offensive way, and which, taken as a whole, do not have serious literary, artistic, political, or scientific value as determined by an average person, applying contemporary community standards.
- b. Artwork shall be primarily artistic in nature, but up to five (5) percent of the sign or structure may be the name or logo of a sponsoring organization. The percentage of the artwork surface devoted to the sponsoring organization may be increased up to ten (10) percent of the sign if the zoning administrator, with input from the director of the mayor's office of art, culture and film, determines the portion of the sign devoted to the sponsor does not detract from the artistic quality of the sign.
- c. Color, theme, and design, are not regulated by the City of Tupelo beyond what is reasonable for the protection of health and safety related to overly complicated design or reflective or neon color that may pose as a distraction to traffic safety.
- d. Artwork construction must include surface material and paint appropriate for outdoor display to ensure overall durability or longevity
- e. The proposed artwork shall not obscure or detract from the significant architectural features of the building structure or use value of the lot on which it is located, nor should the structure or lot be significantly altered to accommodate the artwork.



- f. **Artwork may not be externally illuminated except by Flexible Use approval by the City of Tupelo Planning Committee.**

**(3) Location**

- a. **Public artwork may be permitted in all zoning districts.**
- b. **Artwork located on a parcel with a designated Historic Landmark or resource or in locations in designated Historic Districts require approval by the City of Tupelo Historic Preservation Commission and receipt of a Certificate of Appropriateness.**
- c. **Artwork located within a designated Overlay District will require approval by the Design Review Committee of that Overlay.**
- d. **Locations are not otherwise regulated by the City of Tupelo beyond what is reasonable for the protection of health and safety related to locations that may pose as a distraction to traffic safety or constitute a detriment to the safety of adjacent residential use.**

**10.8. 10.6 Flexibility and Variances.**

**10.8.1. 10.6.1 Administrative Flexibility.**

The Director of Development Services may authorize additional sign height or area, of no more than ten percent of the applicable standard, on properties where other signage is reduced or not used, to the extent that the total area of signage is less than the maximum area allowable for all sign types on the property.

**10.8.2. 10.6.2 Variances.**

- (1) Requests for variances of greater than ten percent, but not more than 25 percent, of a sign dimensional standard will be reviewed under the provisions of Section 12.16.1, Compatibility Variance.
- (2) Requests for variances of more than 25 percent of a sign dimensional standard will be reviewed under the provisions of Section 12.16.2, Flexibility Variance.

**10.8.3. 10.6.3 Total signage area formula.**

As an alternative method of determining the amount of on-premise signage allowable when a business is applying for certificate of occupancy for a new location, the following formula may be used as the basis for granting flexibility of size within the total signage area available.

- (1) For lots or tenant spaces of 100 feet width or less, measured at the street, count 40 square feet for freestanding signage.
- (2) For lots or tenant spaces of more than 100 feet width, measured at the street, count 100 feet for freestanding signage.
- (3) Count one square foot for every foot of length, up to 100 feet, of each wall facing a street;
- (4) Over 100 feet in length, count one half square foot for each additional linear foot.
- (5) Count 50 square feet as an allowance for temporary signage.

The total allowable area of signage shall be recorded on the certificate of occupancy. Sign permits may be issued allowing the placement of permanent or temporary signs up to the total allowable signage area. ~~Specific signs may exceed the base area standards by up to 40 percent. A one time permit may be issued authorizing a specific amount of temporary signage, which may be changed or replaced without further permit, as long as the allowed area is not exceeded.~~

~~If the total allowable area of signage is exceeded, the permit may be revoked and the base area standards for signage will be enforced.~~



### ~~10.9.1~~ 10.7 Prohibited Signs

**Prohibited signs, as described below, and those not adhering to the standards of this Section, will not be permitted by the City of Tupelo and, if located without a permit, are subject to violation enforcement and penalties according to Chapter 13, Enforcement of this Code and may be subject to immediate removal.**

#### 10.7.1 Applicability

- (1) Signs with Flashing or other Distracting Illumination: No sign shall consist of, or display, in whole or in part, any flashing lights or other illuminating devices which change in intensity, brightness or color, excepting variable display signs as defined in Chapter 2 and as provided in Section ~~10.7.2(12)~~ **10.5.2.2**, provided the message on such sign does not flash on and off.
  - a. Non-holiday related permanent string lights for commercial use are prohibited unless located at the roof edge of the structure or illuminating a courtyard or alley where outdoor seating or pedestrian use is accessory to the principal use and must consist of warm white light 2500-3000 Kelvin color temperature with bulbs no closer than 12 inches apart.**
- (2) Resemblance to Traffic Signs: No sign shall resemble or conflict with any traffic control device or sign, or contain the words "stop", "caution", "go slow", "danger", "warning" or any similar words or phrases that may be construed to misdirect or confuse traffic flow.
- (3) Signs Constituting Traffic Hazards: Any sign which constitutes a hazard to traffic including, but not limited to, signs located within the sight distance triangle of an intersection.
- (4) Vehicle Signs: No sign shall be attached to, suspended from or painted upon any vehicle or trailer which is regularly parked on any street, or on any private property which is visible from any street, which is designed to serve the purposes of a sign as defined in this Code. This will include portable signs, with or without illumination. This prohibition shall not apply to vehicles or trailers utilized on a regular basis for deliveries, maintenance and related business purposes, or to a single sign not exceeding two square feet displayed on or within a vehicle advertising the availability of said vehicle for sale.
- (5) **Dilapidated or Damaged Signs: A sign that has missing or broken panels, broken or damaged supports or frame, or otherwise displays inadequate maintenance, dilapidation, obsolescence or abandonment.**  
**RELOCATED FORM 10.8.2**
- (6) **All other signs not specifically allowed by this Code are prohibited. RELOCATED FORM 10.9.4**

### ~~10.9.2~~ 10.7.2 Prohibited Locations

- (1) Public Right-of-Way: No signs otherwise permitted by this Code shall be placed on any public property, including but not limited to, utility poles, fences or trees, or within any street or other public right-of-way, except as allowed by Section 10.4 of this Code. Signs placed in right of way or on other public property in violation of this code may be removed without notice.
- (2) Off Premise Signs: No sign may be placed on a separate tract of land from the business or other use for which it provides advertisement, except as allowed by Section 10.7.2.(11), Billboards, of this Code.
- (3) Roof Signs.
- (4) Hand Held Signs in Right-of-Way.
- (5) Signs on Natural Features such as, trees other living vegetation, or rocks.
- (6) Signs on benches, trash receptacles or similar items.
- (7) **Unsolicited handbills may not be distributed anywhere with the City of Tupelo.**

### ~~10.9.3. Dilapidated or Damaged Signs. RELOCATED TO 10.7 (5)~~

~~A sign that has missing or broken panels, broken or damaged supports or frame, or otherwise displays inadequate maintenance, dilapidation, obsolescence or abandonment.~~



#### ~~10.9.4. General Prohibited Signs.~~ **RELOCATED TO 10.7(6)**

~~All other signs not specifically allowed by this Code are prohibited.~~

#### ~~10.10~~ **10.8 Abandoned Signs**

~~10.10.1~~ **10.8.1** Any sign that is located on property which becomes vacant and is unoccupied for a period of ~~12~~ **three (3)** months or more, ~~or any sign which pertains to a time, event, entity, or purpose which no longer applies, and which sign is nonconforming to the requirements of this Section; a sign that has been blank or is not~~ **rented or leased, with or without a fee, for 60 days or more; an electronic sign no longer capable of display; or** a lawfully erected temporary sign for which the time period allowed for display of the sign has expired.

**Landmark signs or signs protected by Historical Preservation designations are exempt from this definition provided they do not pose a threat to health or safety.**

#### ~~10.10.2.~~ **10.8.2** [Signs applicable to business temporarily suspended.]

Signs applicable to business temporarily suspended because of a change of ownership or management of such business shall not be deemed abandoned unless this property remains vacant for a period of ~~12~~ **three (3)** months or more.

#### ~~10.10.3.~~ **10.8.3** [Any sign that fails to meet the construction and maintenance requirements of this Section.]

Notwithstanding the above provisions, any sign that fails to meet the construction and maintenance requirements of this Section, shall be deemed to be abandoned and subject to removal if any such deficiencies are not corrected within 30 days after a written notice from the Director of Development Services to the owner or tenant concerning said deficiencies. The Director of Development Services shall have the discretion to grant an additional 30 days for the required improvements to be made provided substantial progress is being made to correct the deficiencies and a written request for such an extension is received at least five working days before the end of the original notice.

#### ~~10.10.4.~~ **10.8.4** [Signs which are found to be in violation of this Section.]

Signs which are found to be in violation of this Section shall be removed by the owner of the sign or owner or tenant of the premises immediately upon written notice by the Director of Development Services that the sign does not comply with the terms of this Section. Any such signs not removed within 30 days from this written notice may be removed by the City and all costs charged to the owner, agent or person having the beneficial interest in the building or premises upon which such signs are located, or in the sign itself.

#### ~~10.11.~~ **10.9 Non-Conforming Signs.**

#### ~~10.11.1.~~ **10.9.1** [Signs that were lawful as of the effective date of this Code.]

Signs that were lawful as of the effective date of this Code but are not in conformance with current requirements shall be permitted to be maintained as nonconforming signs, except as provided below:

- a. The signs and supporting structures may not be enlarged, moved to a different location in the City unless that location conforms to all applicable provisions of this ordinance, or improved through replacement by substantially different materials or in any other manner, **without flexible use approval by the City of Tupelo Planning Committee** ~~except that a non-conforming billboard may be replaced by an electronic graphic display type billboard subject to the standards in Sections 10.7.2.(11) and 10.7.2.(12);~~



- b. Lights and/or other electric or electronic features may not be added, and the intensity of lighting may not be increased, except for billboard replacement as provided in Section 10.11.1.(a).

~~10.11.2.~~ **10.9.2** [Signs must operate in compliance with all other restrictions.]

The signs must operate in compliance with all other restrictions in this Chapter, and the Development Code, and other local regulations, including but not limited to prohibitions on sign operation and sign features contained in Section 10.3.4 and prohibitions on dilapidated and damaged signs contained in Section ~~10.9.3.~~ **10.7**

- (1) The signs shall be removed if repair or damage to the sign and structure exceeds 25 percent of the lesser of the declared value when the sign permit was originally obtained or the replacement value.
- (2) The signs shall operate in compliance with all restrictions contained in federal and/or State law and regulation; and
- (3) The owner of such signs shall maintain all necessary records and documents, including permits, required to be obtained under previous Codes and/or State law or regulation, to demonstrate that the sign may continue to exist under the provisions of this Section.

~~10.11.3.~~ **10.9.3** [Restrictions.]

The restrictions contained in this Section shall not be interpreted to prohibit the City from requiring removal of any nonconforming off-premise sign when removal is accomplished in accordance with applicable law, including but not limited to federal and/or state requirements regarding compensation, or from requiring removal of abandoned signs under the provisions of Section ~~10.9.~~ **10.8**.



## PROPOSED TEXT AMENDMENT TO THE CITY OF TUPELO DEVELOPMENT CODE (TA23-01)

TA22-02 Comprehensive Development Code Update: APPROVAL recommended July 25, 2022 by the City of Tupelo Planning Committee and Department of Development Services to amend the Code to include multi-family developments that are allowed in a zone and are currently permitted as a "Use by Right" within the City of Tupelo to "Use by Flexibility" per the proposed amendments below:

### CHAPTER 2 Definitions and Rules of Construction

All amendments and additions are noted in **bold**. Deletions are ~~stricken~~.

#### 1. Amend the following definitions:

**CONGREGATE LIVING:** any structure, **other than those considered multi-family dwellings, or dwelling unit** occupied for residential use by a group of ~~six or more~~ **more than five (5)** adult residents or licensed by the Department of Child Protective Services as a congregate living unit and, therefore, considered a commercial development with all the requirements thereof. **Includes transient and non-transient residential and institutional dwellings and developments as defined and regulated by the International Building Code, as adopted. Includes Residential Living Personal Care Homes and Assisted Living Personal Care Homes; emergency shelters, regardless of occupancy; all residential units with more than five (5) non-transient adult occupants. Standards of use are regulated by Section 11.8 of this Code.** ~~and/or any structure occupied by a group for residential use where any care or group support services are provided by others, either paid for in whole, in part or in-kind by an agency, business, non-profit corporation, church or organization with rules and regulations as to governing the household, including the household itself serving on a voluntary basis; and/or any "Residential Group" as defined by the International Fire Code (IFC) of 2012 requiring life safety measures of the IFC. Congregate living can be identified as residency 'plus' those services or support defined above, and traditional examples of congregate living include, but are not limited to, transient or non transient boarding houses, alcohol and drug centers, assisted living facilities, convalescent facilities, group homes, halfway houses, residential board and custodial care facilities, sober living houses, and social rehabilitation facilities.~~

**CONGREGATE LIVING 1: also known as Residential Living Personal Care Home/Facility - any residential facility operating 24 hours a day, seven (7) days a week that is required to be a "licensed facility" under the terms of the Mississippi Department of Health as a Residential Living Personal Care Home providing residential accommodations, personal service, and social care rendered by personnel of the licensed facility to residents unrelated to the licensee in performing one or more of the activities of daily living, including but not limited to bathing, walking, excretory functions, feeding, personal grooming, and dressing. Residential Living Personal Care Homes accept individuals who require personal care services because of impaired capacity for self-care elect or require protective living accommodation but do not have an illness, injury, or disability for which regular medical care and 24-hour nursing service is required, including individuals, who due to functional impairments, may require mental health services to compensate for activities of daily living. Additional standards of the International Building Code may apply according to occupancy. Includes custodial and Condition 1 Residential uses as defined by the International Building Code; includes Group Homes.** ~~any structure or facility used for congregate living, where services are limited to the provision of shared meals and/or housekeeping, but no medical or personal care services or assistance with activities of daily living, as defined by the State of Mississippi Department of Health, are provided.~~

**CONGREGATE LIVING 2: also known as Assisted Living Personal Care Home/Facility - any place or facility operate 24 hours a day, seven (7) days a week that is required to be a "licensed facility" under the terms of the**



Mississippi Department of Health as an Assisted Living Personal Care Home and includes supplemental services to include, but not be limited to, the provision of medical services (i.e., medication procedures and medication administration), and emergency response services. Additional standards of the International Building Code may apply according to occupancy. Includes Ambulatory Care Facilities, Institutional uses, and Condition 2 Residential uses as defined by the International Building Code. ~~any structure or facility used for congregate living where services may include medical or personal care services or assistance with activities of daily living as defined by the State of Mississippi Department of Health, or which are required to be licensed by the State of Mississippi for such services.~~

**CONGREGATE LIVING 3:** ~~any use meeting the definition of either Congregate Living 1 OR Congregate Living 2 with an occupancy of more than sixteen (16) non-transient occupants OR more than ten (10) transient occupants. any structure or facility used for congregate living, where residents are placed on release from more restrictive custodial confinement or in lieu of such more restrictive custodial confinement, wherein supervision, rehabilitation, and counseling is provided to assist residents transitioning back into society; or where residents are treated for substance abuse problems, or placed after such treatment for a period of supervision, rehabilitation, and counseling to assist with transitioning back into society.~~

**DWELLING, DUPLEX:** A residential unit that contains two housing units which share a no-through access common wall in a single structure on a single lot. Individual units may be located on separate floors or side-by-side. A duplex shall have open yards on all sides and not be attached to any other building.

2. Include the following definitions:

**EMERGENCY SHELTER** - any facility whose primary purpose is to provide a temporary shelter for the homeless in general or for specific populations of the homeless with defined length of stay and which does not require occupants to sign leases or occupancy agreements. All transient housing shelters, regardless of occupancy, are regulated by congregate living standards of use. Additional standards of use are regulated by Section 11.10 of this Code. Additional standards of the International Building Code may apply according to occupancy.

**MULTIFAMILY DEVELOPMENT** – parcel or multiple adjacent parcels of the same ownership or development on which are located more than one structure defined as a multifamily dwelling unit, duplex, condominium or townhouse, or where more than one off-site built single family residential unit, such as a modular home, mobile home, or manufactured housing, is located under the same ownership or development. Standards of use are regulated by Section 11.11 of this Code.

**NON-CONGREGATE SHELTER** – also known as transient boarding houses; any facility or location where each individual or household, meeting specific eligibility criteria due to an emergency situation is provided lodging without a legal or formal occupancy agreement when congregate sheltering is unavailable or longer term temporary sheltering is required but which differs from congregate shelters in that some level of privacy is offered through the separation of living units such as hotels, motels, or dormitories. Standards of use are regulated by Section 11.10 and must meet multi-family development standards including compliance with all rental standards of Section 11.11 and Congregate Living Facilities standards in Section 11.8.

**NON-TRANSIENT** – tenant or person whose resides in the same building or quarters for thirty days or more.

**TRANSIENT** – tenant or person whose occupancy of a dwelling unit or sleeping unit is not more than 30 days



## CHAPTER 4 Base Zoning Districts

Current Allowed Use, By Zone of items for amendment:

Allowed Uses By Zone (Table 4.3)													
Allowed Use	A/O	LDR	MDR	MUR	MUD	MUCC-1	MUCC-2	MUE-1	MUE-2	MUAC-1	MUAC-2	RC	I
Accessory Dwelling Unit	C	C	C	C		R	R	R	R	R	R		
Apartment Development				F*		C**	C***	R	R	R	R	F	
Congregate Living 1	C	C+	C+	R+		R+	R+	R+	R+	C			
Congregate Living 2	C+					R+	R+	R+	R+	C+	C+		C+
Congregate Living 3	F								F				F+
Detached Dwelling Unit	R	R	R	R		C				C			
Duplex/Semi-Attached Unit		F	F	C		C*	F*			R*			
Hotel or Motel				F*		R	R	C	C	R	R	R	
Place of Assembly and/or Worship	C	C	C	C*		R	R	R	R	R	R		
Townhouse			R	R		R*	R*	R*	R	R*			
Upper Story Residential				R*		R	R	R*	R	R	R		

\*Apartment developments of 8 units or less may be permitted on a major collector or arterial street. Apartment developments of more than 8 units may only be located on an arterial street.

\*\*Apartment developments are permitted by compatibility if they have eight or fewer units and if located on a major collector or arterial street; otherwise by flexibility.

\*\*\*Permitted by compatibility if they have eight or fewer units and if located on a major collector or arterial street; otherwise by flexibility.

+ Congregate Living structures or facilities of any classification may not be located less than 2,500 feet from an existing use of the same classification, except in Mixed Use zoning districts where facilities may not be located less than 1,500 feet from an existing use of the same classification.

**Please Note:** "Apartment" is noted for allowed use by Compatibility and Flexibility with in particular sub-districts of the Mixed Use Downtown zone, per Table 5.3.4. These uses refer to upper story residential units and other apartment structures, NOT multifamily apartment developments.

### 1. Remove the following from Table 4.3 and Allowed Uses list accordingly in Chapter 4

\*Use updates include modified and removed definitions from amendments to Chapter 4 as part of the Medical Cannabis Text Amendment and TA22-03 as well as TA22-02 (see attached definitions as passed)



Remove “Apartment” from uses, definitional only; Remove “Place of Assembly and/or Worship”; Remove “Congregate Living 1”; Remove “Congregate Living 2”; Remove “Congregate Living 3” (included in definitions of Residential Living Personal Care Home and Assisted Living Personal Care home as defined and licensed by the Mississippi Department of Health) as Allowed Uses In Chapter 4.

- Amend “Apartment Development” as an Allowed Use to “Dwelling, Multi-Family, 3-8 unit” and “Dwelling, Multi-Family, 9+ unit”; amend “Place of Worship and/or Assembly” as an Allowed Use to “Church” and “Event Center”; amend “Congregate Living 1” as an Allowed Use to “Residential Living Personal Care Home”; Amend “Congregate Living 2” as an Allowed Use to “Assisted Living Personal Care Home” in Allowed Uses by respective Base Zoning District and in Table 4.3 according to the following Allowed Uses designations:

**Please note: R indicates Use by Right, C indicates Use by Compatibility, F indicates Use by Flexibility. Uses not indicated as R, C, or F in each zone are considered NOT an Allowed Use in the respective zone. See Chapter 5.3 for allowed uses in the Mixed Use Downtown zoning district. See Building Design Standards for additional compatibility standards by zone.**

Allowed Use	Allowed Uses By Zone												
	A/O	LDR	MDR	MUR	MUD	MUCC-1	MUCC-2	MUE-1	MUE-2	MUAC-1	MUAC-2	RC	I
Accessory Dwelling Unit	R	R	R	R		R	R	R	R	R	R	R	
Congregate Living 1	R	R*	C*	R*		R*	R*	R*	R*			C	
Congregate Living 2	R*	C*				R*	R*	R*	R*			R	C*
Congregate Living 3	F*	F*				R	R	R*	R*			C	C*
Church	C	C	C	C*		R	R	R	R	R	R		
Dwelling, Multi-Family, 3-8 unit	C	C	C	R		C	C	R	R	C+	F+	C	C
Dwelling, Multi-Family, 9+ unit <sup>1</sup>	F	F	F	C		C+	F+	C	C	C+	F+	R	C
<b>Dwelling, Duplex</b>	C	C	R	R		R**	R**	R**	R**				
Event Center	C	C	C	C*		R	R	R	R	R	R		
Emergency Shelter	F*	F*											
Hotel				C*		R	R	R*	R*	C	C	R	
Motel	C*					C	C						
Non-Congregate Shelter	C*	C*						R*	R*				
Single Family Residential Unit	R	R	R	R**				R**	R**				
Townhouse			R	R		R	R	R	R				
Upper Story Residential	R	R	R	R		R	R	R	R	R	R		

<sup>1</sup> No Multi-Family Dwelling with 9 or more dwelling units may be located more than 1500 ft from another Multi-Family Dwelling with 9 or more dwelling units without an approved variance of distance permitted according to section 12.16 of this Code.



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\* Commercial, non-congregate shelter, and residential uses with 10 or more occupants permitted only on a major collector or arterial street or MDOT jurisdiction or US Hwy.

\*\*Permitted by right if located on a local road, by Flexibility if standard is not met.

+ Upper Story Residential only

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3. Amend allowed Density as codified in the Development Standards of each Base Zoning District according to the following:

*Current Allowed Use, By Zone of items for amendment:*

All amendments and additions are noted in **bold**. Deletions are ~~stricken~~.

#### 4.6.5. Development Standards.

Agriculture/Open Space Protection District (AO)	
Minimum/Maximum Lot Size*	2 acres minimum/no maximum
Minimum/Maximum Width*	<del>150</del> <b>90</b> feet minimum/no maximum
Minimum/Maximum Front Setback	<del>50</del> <b>30</b> feet minimum/no maximum
Minimum/Maximum Side Setback	<del>25</del> <b>20</b> feet minimum/no maximum
Minimum/Maximum Rear Setback	50 feet minimum/no maximum
Maximum Height**	2 stories maximum
<b>Minimum/ Maximum Density***</b>	<b>1 dwelling unit/2 acres or 1 principal dwelling and 1 upper story or accessory dwelling per parcel regardless of the resulting density</b>

\* Existing parcels of land are exempt from minimum and maximum lot size and width requirements. A property owner will not be required to subdivide an existing parcel to conform to any minimum requirements.

\*\* Height limits do not apply to church spires, belfries, cupolas, or domes not used for human habitation, nor to chimneys, ventilators, skylights, parapet walls, cornices, solar energy systems, or necessary mechanical appurtenances usually located on the roof level, provided that such features are limited to the height necessary for their proper functioning and do not exceed the limitations of the airport hazard zoning regulations.

\*\*\* Existing parcels of land are exempt from minimum density requirements.

#### 4.7.4. Development Standards.

Low-Density Residential District (LDR)	
Minimum/Maximum Lot Size*	.33 acres <del>~1 acre</del> <b>2 acres</b>
Minimum/Maximum Width*	<del>90</del> <b>70</b> feet minimum/no maximum
Minimum/Maximum Front Setback	20 - 50 feet
Minimum/Maximum Side Setback	10 feet/no maximum
Minimum/Maximum Rear Setback	10 feet/no maximum
Maximum Height**	2 stories
Minimum/Maximum Density***	<b>1 dwelling unit/acre minimum or 1 principal dwelling and 1 upper story or accessory dwelling per parcel regardless of the resulting density -</b> <del>3</del> <b>6</b> dwelling units/acre maximum
Open Space Requirement	15%

\* Existing parcels of land are exempt from minimum and maximum lot size and width requirements. A property owner will not be required to subdivide an existing parcel to conform to any minimum requirements.

\*\* Height limits do not apply to church spires, belfries, cupolas, or domes not used for human habitation, nor to chimneys, ventilators, skylights, parapet walls, cornices, solar energy systems, or necessary mechanical appurtenances usually located on the roof level, provided that such features are limited to the height necessary for their proper functioning and do not exceed the limitations of the airport hazard zoning regulations.

\*\*\* Existing parcels of land are exempt from minimum density requirements.



#### 4.8.4. Development Standards.

Medium-Density Residential District (MDR)	
Minimum/Maximum Lot Size*	4,000 sq. ft. min. for traditional housing; 6,000 sq. ft. min/14,520 sq. ft. max for residential; 6,000 sq. ft. min/1 acre max for non-residential
Minimum/Maximum Width*	50 ft. min/90 ft. max for residential; 50 ft min for non-residential
Minimum/Maximum Front Setback**	10 ft. min/30 ft. max for residential; 10 ft. min/50 ft. max for non-residential
Minimum/Maximum Side Setback***	<del>5</del> 10 ft. minimum/40 ft. maximum
Minimum/Maximum Rear Setback	10 ft. minimum/no maximum
Maximum Height****	2 stories
Minimum/Maximum density	3- <del>7</del> 9 dwelling units/acre
Open Space Amenity	10%

\* Existing parcels of land are exempt from minimum and maximum lot size and width requirements. A property owner will not be required to subdivide an existing parcel to conform to any minimum requirements.

\*\* Traditional housing developments must build to a maximum ten foot front setback.

\*\*\* Residential units such as townhouses may be attached with a zero foot setback. A ~~five~~ ten foot minimum setback shall be required on all other development.

\*\*\*\*\* Existing parcels of land are exempt from minimum density requirements.

#### 4.9.4. Development Standards.

MIXED-USE RESIDENTIAL DISTRICT (MUR)	
Minimum/Maximum Lot Size*	3,000 sq. ft. min. for <del>traditional housing</del> zero lot line use; 5,000- 14,520 sq. ft. for other single family housing. 5,000 sq. ft. minimum/no maximum for multi-family housing or non-residential.
Minimum/Maximum Width*	30 - 90 feet for single family housing. 50 feet minimum/no maximum for multi-family housing or non-residential.
Minimum/Maximum Front Setback	10 - 30 feet
Minimum/Maximum Side Setback**	No minimum/50 feet maximum
Minimum/Maximum Rear Setback	10 feet minimum/no maximum
Minimum/Maximum Height***	3 stories
Minimum/Maximum Density****	<del>Less than 30% for non-residential.</del> Minimum 3 <b>dwelling</b> /acre, maximum <del>13</del> 25 dwelling units per acre for residential.
Open Space Amenity	5%
Maximum Floor Area Ratio (non-residential)	0.5

\* Existing parcels of land are exempt from minimum and maximum lot size and width requirements. A property owner will not be required to subdivide an existing parcel to conform to any minimum requirements.

\*\* Residential units such as townhouses may be attached with a zero foot setback. A ~~five~~ tenfoot minimum side setback shall be required on all other development.



\*\*\* Height limits do not apply to church spires, belfries, cupolas, or domes not used for human habitation, nor to chimneys, ventilators, skylights, parapet walls, cornices, solar energy systems, or necessary mechanical appurtenances usually located on the roof level, provided that such features are limited to the height necessary for their proper functioning and do not exceed the limitations of the airport hazard zoning regulations.

\*\*\*\* Existing parcels of land are exempt from minimum density requirements.

## CHAPTER 8

### 8.2.7. Off-Street Parking Standards.

1. Amend "Off-Street Parking Standards". All amendments and additions are noted in **bold**. Deletions noted in red.

Use Category	Minimum Parking Spaces Required (excepting IBC handicapped space requirement)	Maximum Parking Spaces Required Permitted without Approved Variance
Residential		
<del>Detached Dwelling</del>		<del>2</del>
Accessory Dwelling Unit	No minimum	1
Dwelling, Multi-Family, 3-8 Unit	No minimum	1.5 per one-bedroom unit; 2 per two-bedroom unit; 2.5 per three-bedroom unit
Dwelling, Multi-Family, 9+ Unit	No minimum	1.5 per one-bedroom unit; 2 per two-bedroom unit; 2.5 per three-bedroom unit
Manufactured Home Subdivision	No minimum	2 per home
Duplex/Semi-Attached Unit	No minimum	2 per unit
Zero-Lot-Line/Patio Home	No minimum	2
<b>Single Family Dwelling Unit</b>	No minimum	<b>2</b>
Townhouse	No minimum	2
Upper-Story Residential Unit	No minimum	1.5 per one-bedroom unit; 2 per two-bedroom unit; 2.5 per three-bedroom unit
<del>Apartment Development</del>		<del>1.5 per one-bedroom unit; 2 per two-bedroom unit; 2.5 per three-bedroom unit</del>
Non-Residential		
Adult Entertainment Establishment	<b>1 per 400 SF</b>	1 per 100 SF
Aircraft Sales and/or Service	<b>As approved by Airport Authority</b> <del>1 per 300 SF</del>	
Airport	As approved by the Airport Authority	
Animal Shelter	No minimum	1 per 400 SF
Asphalt and/or Concrete Plant	No minimum	1 per employee
Congregate Living <del>2</del>	No minimum	<b>0.4 per bed 2 per 10 residential occupants</b>



Bed and Breakfast	No minimum	1 per room plus 2 for owner's residence
Broadcasting Facility, Radio and/or Television	No minimum	1 per employee
Campground/RV Park	1 per campsite	<b>2 per campsite</b>
Car Wash Facility	No minimum	1 per <del>300</del> <b>800</b> SF
Cemetery	No minimum	1 per 5000 SF
<b>Church</b>	<b>1 per 10 occupants as determined by approved Fire Department Occupancy of primary structure</b>	<b>1 per 5 occupants as determined by approved Fire Department Occupancy of primary structure</b>
Conference Center	No minimum	1 per <del>200</del> <b>400</b> SF
Contractor Shop	No minimum	1 per <del>1,000</del> <b>1500</b> SF
Convenience Store with Fuel Sales	<b>1 per 1000 SF</b> Parking at fuel islands shall be included as parking space	1 per <del>200</del> <b>300</b> SF. Parking at fuel islands shall be included as parking space
Correctional Facility	<b>1 per 20 prisoners</b>	1 per 10 prisoners
Crematory	No minimum	1 per 1000 SF
Day Care Center	<b>2 plus Drop-off lane with space for 1 vehicle per 8 children</b>	1 per .35 per person approved capacity plus drop-off lane with space for 1 vehicle per 8 children
Day Care Home, Large or Small	<b>Drop-off lane for 2 cars</b>	3 per home plus a drop-off lane for <del>at least</del> <b>2 cars</b>
Drinking Establishment	No minimum	1 per 50 SF of floor area for public use or 1 per 2.5 persons in approved occupancy, whichever is greater
Educational Facility, College or University	As approved by the City of Tupelo	
Educational Facility, K-12		
a. K-8	<b>1 per classroom</b>	2.25 per classroom
b. 9-12	<b>1 per classroom</b>	1.2 per classroom plus 1 per 5 students
Educational Facility, Vocational Training	<b>1 per classroom</b>	2 per classroom plus 1 for every 3 students at maximum enrollment
<b>Emergency Shelter</b>	<b>4</b>	<b>1 per 500 SF floor area</b>
Small Engine Repair	<b>1 per repair stall</b>	1 per <del>300</del> <b>800</b> SF
Large Engine Repair	<b>1 per repair stall</b>	1 per employee plus 1 per <del>500</del> <b>800</b> sq. ft.
<b>Event Center</b>	<b>1 per 10 occupants as determined by approved Fire Department Occupancy of primary structure</b>	<b>1 per 5 occupants as determined by approved Fire Department Occupancy of primary structure</b>
Farm	No minimum	<del>N/A</del> <b>1</b>
Financial Establishment	No minimum	1 per <del>300</del> <b>800</b> SF
Firing Range	No minimum	1 per 2 slots
Forestry	No minimum	<del>N/A</del> <b>1</b>



Funeral Home	1 per 10 occupants as determined by approved Fire Department Occupancy of primary structure	1 per 4 seats in chapel 1 per 5 occupants as determined by approved Fire Department Occupancy of primary structure
Golf Course and/or Country Club (minimum parking for additional uses including restaurant, event center, etc. in addition to single use parking minimum)	No minimum	4 per green and 1 per 3 seats in restaurant if applicable 2 per green
Golf Driving Range	No minimum	1 per 3 slots
Government Facility	As approved by the City of Tupelo	
a. Library	No minimum	1 per 300 800 SF
b. City, county, state, or federal government office	No minimum	1 per 300 1000 SF floor area plus 1 per 3 employees
c. Post Office	No minimum	1 per 200 1000 SF
Congregate Living 1 or 3		1 per sleeping room plus 1 per 300 SF common area
Home Business	No minimum	2 for residence plus 1 for business
Home Occupation	See principal use parking requirement N/A	
Hotel or Motel	No minimum	1 per sleeping room plus 1 per 400 500 SF of restaurant, conference, or lounge area
Motel	No minimum	1 per sleeping room plus 2
Manufacturing, Heavy or Light	No minimum	1.5 per 1000 3000 SF
Medical Facility, Hospital	1 per bed	1 per 2 beds
Museum	No minimum	1 per 500 1000 SF
Non-Congregate Shelter	No minimum	1 per 5 units
Office	No minimum	1 per 400 800 SF
a. Medical Office	No minimum	1 per 300 500 SF
b. Rehabilitation Center	No minimum	1 per 300 800 SF
Open Air Market	No minimum	1 per 200 SF display area
Park and/or Open Space	No minimum	As approved by the Parks and Recreation Department
Passenger Terminal	No minimum	1 per 300 500 SF
Place of Assembly and/or Worship		1 per 2.5 seats
Printing and/or Publishing Facility	No minimum	1 per 500 1000 SF
Public Safety Station	No minimum	1 per 500 SF
Public Utility Facility	No minimum	1 per 500 800 SF
Railroad Station and/or Yard	No minimum	1 per 500 SF employee
Recreation Facility		
a. Theaters and Similar Fixed-Seating Establishments	No minimum	1 per 4 seats
b. Bowling Alleys	No minimum	4 per alley/lane
c. Swimming Pool	No minimum	1 per 75 SF of pool area
d. Race Track	No minimum	1 per 3 seats



e. Tennis or Racquetball Court	No minimum	3 per court
f. All Other recreation	No minimum	1 per <del>250</del> 500 SF
Recycling and/or Salvage Facility	No minimum	1 per <del>500</del> 1000 SF
Recycling Drop-Off Facility	No minimum	A drop-off lane for at least 2 cars
Research and Development Facility	No minimum	1 per <del>500 SF</del> employee
Resource Extraction	No minimum	1 per employee
Restaurant	1 per 250 SF floor area	1 per 50 SF
Minimum		1 per 250 SF floor area
Maximum		1 per 50 SF
Retail Sales and/or Service	No minimum	<del>Minimum 1 per 400 SF</del> Maximum 1 per 100 SF Warehouse area 1 per 1000 SF
a. Plant Nursery or Greenhouse	No minimum	1 per 500 SF
b. Barber or Beauty Shop	No minimum	2 per employee booth
c. Furniture, Appliance, Music and Hardware Stores	No minimum	1 per 400 SF
d. Laundry or dry-cleaning establishments	No minimum	1 per <del>300</del> 500 SF and stacking space for 3 vehicles per drive-in window
e. Lumber Yard or Building Materials	No minimum	1 per <del>400</del> 800 SF
e. Medical Supplies	No minimum	1 per <del>300</del> 1000 SF
Self-Serve Storage Facility	No minimum	1 per <del>300 SF</del> office area employee
Social and/or Community Service Facility	No minimum	1 per 500 SF floor area
Telecommunications Facility, Other	No minimum	1 per 500 SF
Telecommunications Tower	No minimum	N/A-1
Trade Market Facility	No minimum	1 per 1,000 SF
Trucking Company	No minimum	1 per 1,000 SF
Utility	No minimum	1 per 1,000 SF enclosed floor area
Vehicle Sales and/or Rental	No minimum	1 per <del>300 SF</del> employee plus 3
Vehicle Service	1 per service bay	2 plus 3 2 per service bay
Veterinarian Clinic	No minimum	1 per <del>300 SF</del> employee plus 1 per 400 1000 SF of proposed outdoor kennel
Warehouse and/or Distribution and/or Freight Facility	No minimum	1 per 1,000 SF
Waste-Related Service Facility	No minimum	N/A-1 per employee
Wholesale Facility	No minimum	1 per 1,000 SF
Woodworking or Cabinet-Making Facility	No minimum	1 per <del>500</del> 800 SF

## CHAPTER 11

### 11.8 Congregate Living Facilities

#### Meaning and Applicability



This section applies to any congregate living structure, **other than those considered multi-family dwellings, or dwelling unit meeting the definitions of this Code** occupied for residential use by a group of ~~six or more~~ **more than five (5)** adult residents and, therefore, considered a commercial development with all the requirements thereof. **Includes transient and non-transient residential and institutional dwellings and developments as defined and regulated by the International Building Code, as adopted. Includes Residential Living Personal Care Homes and Assisted Living Personal Care Homes; emergency shelters, regardless of occupancy; all residential units with more than five (5) non-transient adult occupants. All residential units with more than five (5) adult occupants, regardless of relation, are subject to the standards of this section. Temporary emergency shelters with more than five (5) adult occupants are subject to the standards of this section.**

Congregate living does not include residential uses with an occupancy of five (5) or fewer unrelated adults not requiring a license by the Mississippi Department of Health, Assisted or Residential Personal Care Homes not exceeding an occupancy of five (5) persons, or owner-occupied lodging houses with five (5) or fewer guest rooms and ten (10) or fewer total occupants provided that the structure meets all standards of the International Residential Code and applicable commercial use standards of this Code. Units meeting this description are regulated by Residential Rental Standards set forth in this Code by Section 11.12.

#### Applications

- (1) A commercial construction application and all requirements therein must be met. Facilities with 5 or fewer residents may be defined according to type of dwelling unit (detached, duplex, etc.) for residential use when providing evidence of compliance with the International Residential Code standards.
- (2) A residential rental license, registration, and inspection are required of all congregate living facilities, in accordance with the Rental Ordinance of the City of Tupelo and Section 11.11 of this Code. For Congregate Living facilities, a state license or privilege tax license may serve as an alternative to the requirement for a formal lease or other legal occupancy agreement. Congregate living facilities, except non-congregate shelters may register as a single unit. Non-Congregate Shelters must register each unit and comply with all multi-family development standards.
- (3) Residential or Assisted Personal Care Home/Facilities for five (5) or fewer persons receiving care that are within a single family dwelling are permitted to comply with the International Residential Code and be permitted for residential use provided an automatic sprinkler system is installed in accordance with said Code. Lack of compliance to the International Residential Code shall classify such a facility a commercial development with the requirements thereof. (See Section 308.2 and 310.4 of the International Building Code)

#### Standards

- (1) All congregate living facilities must comply with provisions of the International Building Code 2018 including, housing, building, electrical, and fire codes; the Fair Housing Act of 1968; the Americans With Disabilities Act; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act. All facilities must be properly zoned and licensed.
- (2) Congregate living 1 and Congregate Living 2 facilities locating more than two vehicles on premises at any given time in a residential zone or adjacent to residential use must provide additional parking behind the back point of the structure on a designated parking pad that may not be gravel or other natural surface.

#### Restrictions

- (1) Separation Requirement. Congregate Living Facilities in ~~Mixed Use zoning districts~~ may not be located within ~~1,500~~ **800** feet of any other Congregate Living Facility. ~~Congregate Living Facilities in other zoning districts may not be located within 2,500 feet of any other Congregate Living Facility.~~



- (2) Residential uses with an occupancy of more than five (5) adults and fewer than sixteen (16) adults which do not require a license and are not regulated by any other Federal or State entity are permitted for use only as Congregate Living 3 is allowed in the location's designated zoning district, and must meet the standards of this section.

#### **Variances**

- (1) Variance on the distance requirement to no less than 500 ft may be recommended by the Planning Committee with final approving authority by City Council for congregate living not classified as Congregate Living 1, Congregate Living 2, or Congregate Living 3, but otherwise regulated by the standards of this section, and whose use does not require a license and is not regulated by any other Federal or State entity whose occupancy does not exceed ten (10) adults and whose location is within 1500 ft of an arterial or collector road.

### **11.10 Temporary Shelters**

#### **Meaning and Applicability**

All emergency shelters and non-congregate shelters, also known as transient boarding houses, with five (5) or more adult occupants providing temporary lodging without a legal or formal occupancy agreement such as a lease or other rental or subsidy agreement with an individual or household is subject to the standards and requirements of this section.

#### **Applications**

- (1) All shelters are required to maintain and present evidence of operating policies, procedures, and standards of care including, but not limited to:
- a. Intake procedures and eligibility requirements
  - b. Defined length of stay requirements
  - c. Case management policy
  - d. Mississippi Department of Health Food Permit, where applicable
  - e. Facility operations and management procedures including security and life safety plan
  - f. Proof of insurance
  - g. Mississippi Department of Health license as a Residential or Assisted Living Personal Care Home, where applicable
- (2) Use as a shelter will be approved only where facilities also meet all Congregate Living Standards according to Section 11.8 of this Code including compliance with residential rental standards according to Section 11.12.
- (1) All shelters must comply with provisions of the International Building Code 2018 including, housing, building, electrical, and fire codes; the Fair Housing Act of 1968; the Americans With Disabilities Act; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act. All facilities must be properly zoned and licensed.
- (2) Non-congregate shelters and transient congregate living with more than five (5) occupants are also required to comply with standards for congregate living use, as defined by Section 11.8.
- (3) Non-Congregate Shelters must be constructed according to the standards of multi-family development in such a way so the principal use may be converted to multi-family units without major renovations to the structure.



- 
- (4) Shelters must clearly display the occupancy rate of each structure, as permitted by the City of Tupelo Fire Marshall
  - (5) The City of Tupelo encourages all temporary shelters to participate with the Homeless Management Information System (HMIS) and Mississippi United to End Homelessness (MUTEH) who is contracted with the City of Tupelo to provide case management services and resource assistance to individuals and families experiencing homelessness.

#### **Restrictions**

- (1) Shelters must maintain that no lying down or sleeping on a public sidewalk, outdoors, or residing within a vehicle on public property, on private property owned by the shelter, or within 500 ft of the permitted shelter between the hours of 7pm and 7am in any location not permitted by the City for camping.
- (2) Shelters must adhere to all requirements of Section 11.6, Property Maintenance, of the City of Tupelo Development Code

### **11.11 Multi-Family Development Standards**

#### **Meaning and Applicability**

Multi-family Development applies to any parcel, or adjacent parcels of the same ownership, where are located more than one structure with classified use as a multi-family dwelling unit, duplex, condominium or townhouse where more than three attached units are located, or where more than one off-site built single family residential unit, such as a modular home, mobile home, or manufactured housing, is located under the same ownership or development. Type of unit, density of units, and floor area ratio permissible is determined according to permitted use within the Base Zoning District where the structure is located and compliance with standards of a Major Site Plan. This Section applies to all new construction and renovations of more than 25 percent of the square footage OR tax assessed value of any existing structure(s) for use as a multifamily development.

#### **Applications**

- (1) A commercial construction application and all requirements therein must be met.
- (2) A residential rental license, registration, and inspection are required of all units within a Multi-Family Development, in accordance with the Rental Ordinance of the City of Tupelo and Section 11.11 of this Code.
- (3) All Multifamily Developments, other than upper story residential only, require a Major Site Plan and/or Development Plan requiring review by the City of Tupelo Site Plan Review Committee, Planning Committee, and Tupelo City Council, subject to the standards of Section 12.9 and 12.11 of this Code.

#### **Standards**

- (1) 30% open space is required on all multi-family developments
- (2) Commercial construction, including buffering, landscaping, and off-street parking, standards apply to all developments covered by this Section except where otherwise modified by this Section.
- (3) When located on a local road, a minimum of two (2) dwelling units must be oriented toward the adjacent street unless the front setback meets or exceeds 50 ft or where a 30 wide or greater buffer is located along the street frontage.
- (4) Two (2) off-street parking stalls are required for each unit, including garage and other parking facilities. One (1) guest parking stall is required for every four (4) dwelling units.



- (5) Parking must be located behind the back point of the structure on a designated parking pad that may not be gravel or other natural surface OR where any structure has more than four stories or a development contains more than 100 residential units, tuck under, cantilever, parking garage or other parking facility approved by the Department of Development Services designed to reduce the footprint of the development must be used to meet minimum parking requirements.
- (6) Multi-family developments must include an internal sidewalk connecting all dwelling units and other structures and pedestrian connection to sidewalks or other pedestrian pathways connecting to adjacent commercial developments or commercial corridors.
- (7) A cluster mailbox and access location must be provided on site
- (8) Blue Light Emergency Tower/Phone/Box or other provision for immediate emergency access must be provided in the vehicular use area or other common location for all multifamily developments with more than thirty (30) dwelling units or where six (6) or more individual structures are located
- (9) Electrical transformers or switching gear, air handlers and similar mechanical equipment must be screened according to Section 9.6.1 of this Code.
- (10) Project boundary buffers are required for all multifamily developments with nine (9) or more units, including in MUD or MUR Zoning Districts where adjacent to single family residential use, according to Section 9.9.1 of this Code.
- (11) All multifamily developments must comply with § 804(f)(5)(C) of the Fair Housing Act of 1988 and the implementing regulations codified at 24 C.F.R. 100.205. Applicants shall consult the Fair Housing Accessibility Guidelines.
- (12) All multifamily developments must comply with Building Standards according to Section 6.4 of this Code and street design standards according to Section 6.8.8.3 of this Code.
- (13) Multifamily signage is regulated by Section 10.5.7 of this Code

#### Restrictions

- (1) Multi-family developments with 9 or more dwelling units on a parcel or adjacent parcels of the same ownership may not locate within 1500 ft of another multi-family unit or development, except in the RC, MUR, or I Zoning Districts, where 9 or more dwelling units are located on a parcel or on adjacent parcels of the same ownership or development unless a shared street and pedestrian access sidewalk or walking path connecting adjacent developments is approved as part of a Major Site plan including existing and proposed developments.

#### Variances

- (1) Variances for density as determined by the Base Zoning District may be approved according to the Section 12.16 of this Code. Reduction in the percentage of required open space to permit variances for density is permitted. It is the responsibility of the applicant to provide that the following findings are met in order for the Planning Committee or City Council to provide approval for variances related to density or open space reduction:
  - a. Provisions in additional landscaping, walkability, aesthetic improvements, common space amenities, or other quality of life measures have been made to the site plan to encourage use and access to outdoor space and surrounding commercial or recreational uses.
  - b. Where variances for density or open space are requested, no variances for parking location may be permitted. Off-street parking requirements may be reduced with shared parking agreements or demonstrated access to public transportation.
- (2) Where limited by characteristics of the lot or lot location, a variance for required parking behind the back point of the structure may be considered as part of the Major Site Plan review. Variances to allow parking to be located to the side or front of the structure must meet the following additional requirements:



- a. Open space must be provided between the parking area and any front facing entry to the structure with 15% in designated landscaping beds without the use of ground cover materials.
- b. Pedestrian access must be provided from the designated parking area to all entry points of the structure.
- c. No variance for the reduction in required open space will be permitted where variance of parking location is approved.

(3) Variances in off street parking requirements of this Section to accommodate special conditions of the lot or existing development where the standards of this section apply due to substantial improvement of an existing structure. Exceptions to requirements for parking garage facilities may be approved as a variance by the Planning Committee as part of Major Site Plan approval.

## **11.12 Residential Rental Standards**

### **Meaning and Applicability**

This Section applies to all residential units within the City of Tupelo being rented or leased for occupancy to an individual(s) other than the owner and including residential units with an occupancy of five (5) or fewer unrelated adults. Residential rental units are subject to Miss. Code Ann. Section 89-8-through 89-8-29, Article XII of the City of Tupelo Code of Ordinances, the City of Tupelo Development Code, and the International Building Code and International Residential Code as approved. All short-term rentals, as defined by the City of Tupelo Development Code, must be registered as a residential rental and adhere to all standards of this Section.

### **Applications**

- (1) All property owners renting or leasing a unit for residential occupancy must complete a Rental Registration and License Application annually. Registrations and Licenses will not be provided where units carry open violations or unpaid penalty fees.
- (2) All property owners renting or leasing a unit for occupancy must maintain a Privilege License with the City of Tupelo which may be obtained after a Rental Registration and License is received.
- (3) All units being leased or rented must have an approved and active Certificate of Occupancy and Rental Inspection conducted by the City of Tupelo Department of Development Services prior to occupancy. Rental inspections are required for all new Certificates of Occupancy, prior to occupation by a new tenant, or every two (2) years where no change in tenant occurs.
- (4) All units must provide the square footage of the unit, monthly rental cost per unit, maximum number of allowed occupants, type of rental (residential or short-term), unit type, and Lead Disclosure Statement if the unit was built prior to 1978.
- (5) A legal and binding lease agreement or copy of unsigned lease is required on all rental units prior to receiving a Certificate of Occupancy. Units occupied without a submitted lease agreement to the Department of Development Services will be in violation of this Code. A signed lease agreement matching the original submission must be presented upon request to the Department of Development Services.
- (6) Short-Term rentals also require property owner Rental Registration and License, Privilege License, Certificate of Occupancy and Inspection on each rented unit, and carry a Home Business Certificate of Occupancy on each unit. Short-Term rental units do not require a new inspection with each tenant with a length of stay no more than thirty (30) days. Rented units with occupancy for more than thirty (30) days are required to register as a residential rental unit.
- (7) A Registered Agent is required if the property owner of a rented unit is a business, if the owner does not reside within 60 miles of the unit, or if the owner is unable to be contacted on a 24-hour basis. Registered



Agents must reside in Lee County or an adjacent County. Registered Agents must obtain a City of Tupelo Privilege License.

- (8) Changes in utilities and/or meters is not permitted without an active Certificate of Occupancy from the Department of Development Services. A temporary meter may not remain active for more than five (5) days after a tenant takes occupancy unless utilities are provided by the Owner and included in rental payment per the lease agreement.
- (9) Rental of property to any person, regardless of relation to the applicant, is required to meet the standards of this Section excepting where five (5) or fewer related persons occupy a single dwelling unit where homestead occupancy is established by the property owner.

#### Standards

- (1) All residential rental units in the City of Tupelo must abide by all relevant sections of this Code and the City of Tupelo Code of Ordinances, including Chapter 7 of the Code of Ordinances – Building and Building Regulations and Chapter 11 of the City of Tupelo Development Code – Property Maintenance, and Article XII of the City of Tupelo Code of Ordinances – Rental Housing Code.
- (2) Maintenance and compliance with rental requirements is the responsibility of the owner, agent or manager including interior, exterior, premises, maintenance of provided equipment and utility, and tenant behavior. Notices of violation will be provided to the property owner and, where applicable, registered agent of the owner on file with the Department of Development Services.
- (3) Every owner, agent, manager or tenant of a rental housing unit is required, upon reasonable notice, to provide access to any part of a rental housing unit for the purpose of inspection. Where a complaint of violation is received, access must be given without notice by the owner, agent, manager, or tenant. Where a tenant refuses to provide access, an owner is permitted to evict said tenant in order to allow access to the Code Enforcement officer or designated representative of the governing authority.
- (4) Where an accessory dwelling unit and principal single family residential dwelling unit are located on the same parcel, either may be rented only where either dwelling unit is occupied by the property owner.
- (5) The Department of Development Services will not permit a unit for residential occupancy where a restriction is identified on an ownership deed limiting use of a property for residential rental use.

#### Violations

- (1) All residential rental units in the City of Tupelo are subject to code enforcement violations and violations of the City Code of Ordinances and are subject to fines and penalty fees, hold on utilities or utility transfer, revoking of rental license, revocation of all permits issued to the violator, inspection without notice, abatement, criminal or civil violation, injunction before Municipal Court, property liens, and emergency enforcement of violations posing a danger to public health, safety, or welfare, according to the standards for violations outlined in said Codes.
- (2) Rental Registration expired for 90 or more days will result in revocation of Certificate of Occupancy. All required fees plus \$500 penalty fee is required to re-establish a Certificate of Occupancy for any unit.
- (3) Units rented without and approved Certificate of Occupancy will result in a \$350 penalty plus \$25 per unit. All penalties and fees must be paid to re-establish a Certificate of Occupancy.
- (4) Scheduled on-site inspections may be rescheduled once with 24 hour notice without incurring a penalty fee. A penalty fee for rescheduling more than once, required re-inspection of a unit, or failure of owner or registered agent to be present at the time of inspection. Penalty fees are cumulative at the following rate, 1<sup>st</sup> event - \$50, 2<sup>nd</sup> event - \$100, 3<sup>rd</sup> event - \$200, 4<sup>th</sup> event - \$400. Upon a fourth (4<sup>th</sup>) re-scheduled inspection, re-inspection, or failure to appear, a citation will be filed and Certificate of Occupancy revoked for each unit. Revocation of a Certificate of Occupancy for this violation carries an additional \$500 penalty required prior to reestablishing a Certificate of Occupancy.



- (5) It is the responsibility of the owner or agent to provide suitable equivalent housing for any tenant located in a structure that is cited for a violation of standards or regulations applicable to rental properties which the inspector determines area risk to health and safety until the violations are mitigated and an approved inspection is issued.**

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## PROPOSED TEXT AMENDMENT TO THE CITY OF TUPELO DEVELOPMENT CODE (TA23-01)

TA22-02 Comprehensive Development Code Update: APPROVAL recommended July 25, 2022 by the City of Tupelo Planning Committee and Department of Development Services to amend the Code to include multi-family developments that are allowed in a zone and are currently permitted as a "Use by Right" within the City of Tupelo to "Use by Flexibility" per the proposed amendments below:

### CHAPTER 2 Definitions and Rules of Construction

All amendments and additions are noted in **bold**. Deletions are ~~stricken~~.

#### 1. Amend the following definitions:

**CONGREGATE LIVING:** any structure, **other than those considered multi-family dwellings, or dwelling unit** occupied for residential use by a group of ~~six or more~~ **more than five (5)** adult residents or licensed by the Department of Child Protective Services as a congregate living unit and, therefore, considered a commercial development with all the requirements thereof. **Includes transient and non-transient residential and institutional dwellings and developments as defined and regulated by the International Building Code, as adopted. Includes Residential Living Personal Care Homes and Assisted Living Personal Care Homes; emergency shelters, regardless of occupancy; all residential units with more than five (5) non-transient adult occupants. Standards of use are regulated by Section 11.8 of this Code.** ~~and/or any structure occupied by a group for residential use where any care or group support services are provided by others, either paid for in whole, in part or in-kind by an agency, business, non-profit corporation, church or organization with rules and regulations as to governing the household, including the household itself serving on a voluntary basis; and/or any "Residential Group" as defined by the International Fire Code (IFC) of 2012 requiring life safety measures of the IFC. Congregate living can be identified as residency 'plus' those services or support defined above, and traditional examples of congregate living include, but are not limited to, transient or non transient boarding houses, alcohol and drug centers, assisted living facilities, convalescent facilities, group homes, halfway houses, residential board and custodial care facilities, sober living houses, and social rehabilitation facilities.~~

**CONGREGATE LIVING 1: also known as Residential Living Personal Care Home/Facility - any residential facility operating 24 hours a day, seven (7) days a week that is required to be a "licensed facility" under the terms of the Mississippi Department of Health as a Residential Living Personal Care Home providing residential accommodations, personal service, and social care rendered by personnel of the licensed facility to residents unrelated to the licensee in performing one or more of the activities of daily living, including but not limited to bathing, walking, excretory functions, feeding, personal grooming, and dressing. Residential Living Personal Care Homes accept individuals who require personal care services because of impaired capacity for self-care elect or require protective living accommodation but do not have an illness, injury, or disability for which regular medical care and 24-hour nursing service is required, including individuals, who due to functional impairments, may require mental health services to compensate for activities of daily living. Additional standards of the International Building Code may apply according to occupancy. Includes custodial and Condition 1 Residential uses as defined by the International Building Code; includes Group Homes.** ~~any structure or facility used for congregate living, where services are limited to the provision of shared meals and/or housekeeping, but no medical or personal care services or assistance with activities of daily living, as defined by the State of Mississippi Department of Health, are provided.~~

**CONGREGATE LIVING 2: also known as Assisted Living Personal Care Home/Facility - any place or facility operate 24 hours a day, seven (7) days a week that is required to be a "licensed facility" under the terms of the**



Mississippi Department of Health as an Assisted Living Personal Care Home and includes supplemental services to include, but not be limited to, the provision of medical services (i.e., medication procedures and medication administration), and emergency response services. Additional standards of the International Building Code may apply according to occupancy. Includes Ambulatory Care Facilities, Institutional uses, and Condition 2 Residential uses as defined by the International Building Code. ~~any structure or facility used for congregate living where services may include medical or personal care services or assistance with activities of daily living as defined by the State of Mississippi Department of Health, or which are required to be licensed by the State of Mississippi for such services.~~

**CONGREGATE LIVING 3:** ~~any use meeting the definition of either Congregate Living 1 OR Congregate Living 2 with an occupancy of more than sixteen (16) non-transient occupants OR more than ten (10) transient occupants. any structure or facility used for congregate living, where residents are placed on release from more restrictive custodial confinement or in lieu of such more restrictive custodial confinement, wherein supervision, rehabilitation, and counseling is provided to assist residents transitioning back into society; or where residents are treated for substance abuse problems, or placed after such treatment for a period of supervision, rehabilitation, and counseling to assist with transitioning back into society.~~

**DWELLING, DUPLEX:** A residential unit that contains two housing units which share a no-through access common wall in a single structure on a single lot. Individual units may be located on separate floors or side-by-side. A duplex shall have open yards on all sides and not be attached to any other building.

2. Include the following definitions:

**EMERGENCY SHELTER** - any facility whose primary purpose is to provide a temporary shelter for the homeless in general or for specific populations of the homeless with defined length of stay and which does not require occupants to sign leases or occupancy agreements. All transient housing shelters, regardless of occupancy, are regulated by congregate living standards of use. Additional standards of use are regulated by Section 11.10 of this Code. Additional standards of the International Building Code may apply according to occupancy.

**MULTIFAMILY DEVELOPMENT** – parcel or multiple adjacent parcels of the same ownership or development on which are located more than one structure defined as a multifamily dwelling unit, duplex, condominium or townhouse, or where more than one off-site built single family residential unit, such as a modular home, mobile home, or manufactured housing, is located under the same ownership or development. Standards of use are regulated by Section 11.11 of this Code.

**NON-CONGREGATE SHELTER** – also known as transient boarding houses; any facility or location where each individual or household, meeting specific eligibility criteria due to an emergency situation is provided lodging without a legal or formal occupancy agreement when congregate sheltering is unavailable or longer term temporary sheltering is required but which differs from congregate shelters in that some level of privacy is offered through the separation of living units such as hotels, motels, or dormitories. Standards of use are regulated by Section 11.10 and must meet multi-family development standards including compliance with all rental standards of Section 11.11 and Congregate Living Facilities standards in Section 11.8.

**NON-TRANSIENT** – tenant or person whose resides in the same building or quarters for thirty days or more.

**TRANSIENT** – tenant or person whose occupancy of a dwelling unit or sleeping unit is not more than 30 days



## CHAPTER 4 Base Zoning Districts

Current Allowed Use, By Zone of items for amendment:

Allowed Uses By Zone (Table 4.3)													
Allowed Use	A/O	LDR	MDR	MUR	MUD	MUCC-1	MUCC-2	MUE-1	MUE-2	MUAC-1	MUAC-2	RC	I
Accessory Dwelling Unit	C	C	C	C		R	R	R	R	R	R		
Apartment Development				F*		C**	C***	R	R	R	R	F	
Congregate Living 1	C	C+	C+	R+		R+	R+	R+	R+	C			
Congregate Living 2	C+					R+	R+	R+	R+	C+	C+		C+
Congregate Living 3	F								F				F+
Detached Dwelling Unit	R	R	R	R		C				C			
Duplex/Semi-Attached Unit		F	F	C		C*	F*			R*			
Hotel or Motel				F*		R	R	C	C	R	R	R	
Place of Assembly and/or Worship	C	C	C	C*		R	R	R	R	R	R		
Townhouse			R	R		R*	R*	R*	R	R*			
Upper Story Residential				R*		R	R	R*	R	R	R		

\*Apartment developments of 8 units or less may be permitted on a major collector or arterial street. Apartment developments of more than 8 units may only be located on an arterial street.

\*\*Apartment developments are permitted by compatibility if they have eight or fewer units and if located on a major collector or arterial street; otherwise by flexibility.

\*\*\*Permitted by compatibility if they have eight or fewer units and if located on a major collector or arterial street; otherwise by flexibility.

+ Congregate Living structures or facilities of any classification may not be located less than 2,500 feet from an existing use of the same classification, except in Mixed Use zoning districts where facilities may not be located less than 1,500 feet from an existing use of the same classification.

**Please Note:** "Apartment" is noted for allowed use by Compatibility and Flexibility with in particular sub-districts of the Mixed Use Downtown zone, per Table 5.3.4. These uses refer to upper story residential units and other apartment structures, NOT multifamily apartment developments.

### 1. Remove the following from Table 4.3 and Allowed Uses list accordingly in Chapter 4

\*Use updates include modified and removed definitions from amendments to Chapter 4 as part of the Medical Cannabis Text Amendment and TA22-03 as well as TA22-02 (see attached definitions as passed)



Remove “Apartment” from uses, definitional only; Remove “Place of Assembly and/or Worship”; Remove “Congregate Living 1”; Remove “Congregate Living 2”; Remove “Congregate Living 3” (included in definitions of Residential Living Personal Care Home and Assisted Living Personal Care home as defined and licensed by the Mississippi Department of Health) as Allowed Uses In Chapter 4.

2. Amend “Apartment Development” as an Allowed Use to “Dwelling, Multi-Family, 3-8 unit” and “Dwelling, Multi-Family, 9+ unit”; amend “Place of Worship and/or Assembly” as an Allowed Use to “Church” and “Event Center”; amend “Congregate Living 1” as an Allowed Use to “Residential Living Personal Care Home”; Amend “Congregate Living 2” as an Allowed Use to “Assisted Living Personal Care Home” in Allowed Uses by respective Base Zoning District and in Table 4.3 according to the following Allowed Uses designations:

**Please note: R indicates Use by Right, C indicates Use by Compatibility, F indicates Use by Flexibility. Uses not indicated as R, C, or F in each zone are considered NOT an Allowed Use in the respective zone. See Chapter 5.3 for allowed uses in the Mixed Use Downtown zoning district. See Building Design Standards for additional compatibility standards by zone.**

Allowed Use	Allowed Uses By Zone												
	A/O	LDR	MDR	MUR	MUD	MUCC-1	MUCC-2	MUE-1	MUE-2	MUAC-1	MUAC-2	RC	I
Accessory Dwelling Unit	R	R	R	R		R	R	R	R	R	R	R	
Congregate Living 1	R	R*	C*	R*		R*	R*	R*	R*			C	
Congregate Living 2	R*	C*				R*	R*	R*	R*			R	C*
Congregate Living 3	F*	F*				R	R	R*	R*			C	C*
Church	C	C	C	C*		R	R	R	R	R	R		
Dwelling, Multi-Family, 3-8 unit	C	C	C	R		C	C	R	R	C+	F+	C	C
Dwelling, Multi-Family, 9+ unit <sup>1</sup>	F	F	F	C		C+	F+	C	C	C+	F+	R	C
<b>Dwelling, Duplex</b>	C	C	R	R		R**	R**	R**	R**				
Event Center	C	C	C	C*		R	R	R	R	R	R		
Emergency Shelter	F*	F*											
Hotel				C*		R	R	R*	R*	C	C	R	
Motel	C*					C	C						
Non-Congregate Shelter	C*	C*						R*	R*				
Single Family Residential Unit	R	R	R	R**				R**	R**				
Townhouse			R	R		R	R	R	R				
Upper Story Residential	R	R	R	R		R	R	R	R	R	R		

<sup>1</sup> No Multi-Family Dwelling with 9 or more dwelling units may be located more than 1500 ft from another Multi-Family Dwelling with 9 or more dwelling units without an approved variance of distance permitted according to section 12.16 of this Code.



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\* Commercial, non-congregate shelter, and residential uses with 10 or more occupants permitted only on a major collector or arterial street or MDOT jurisdiction or US Hwy.

\*\*Permitted by right if located on a local road, by Flexibility if standard is not met.

+ Upper Story Residential only

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3. Amend allowed Density as codified in the Development Standards of each Base Zoning District according to the following:

*Current Allowed Use, By Zone of items for amendment:*

All amendments and additions are noted in **bold**. Deletions are ~~stricken~~.

#### 4.6.5. Development Standards.

Agriculture/Open Space Protection District (AO)	
Minimum/Maximum Lot Size*	2 acres minimum/no maximum
Minimum/Maximum Width*	<del>150</del> <b>90</b> feet minimum/no maximum
Minimum/Maximum Front Setback	<del>50</del> <b>30</b> feet minimum/no maximum
Minimum/Maximum Side Setback	<del>25</del> <b>20</b> feet minimum/no maximum
Minimum/Maximum Rear Setback	50 feet minimum/no maximum
Maximum Height**	2 stories maximum
<b>Minimum/ Maximum Density***</b>	<b>1 dwelling unit/2 acres or 1 principal dwelling and 1 upper story or accessory dwelling per parcel regardless of the resulting density</b>

\* Existing parcels of land are exempt from minimum and maximum lot size and width requirements. A property owner will not be required to subdivide an existing parcel to conform to any minimum requirements.

\*\* Height limits do not apply to church spires, belfries, cupolas, or domes not used for human habitation, nor to chimneys, ventilators, skylights, parapet walls, cornices, solar energy systems, or necessary mechanical appurtenances usually located on the roof level, provided that such features are limited to the height necessary for their proper functioning and do not exceed the limitations of the airport hazard zoning regulations.

\*\*\* Existing parcels of land are exempt from minimum density requirements.

#### 4.7.4. Development Standards.

Low-Density Residential District (LDR)	
Minimum/Maximum Lot Size*	.33 acres <del>~1 acre</del> <b>2 acres</b>
Minimum/Maximum Width*	<del>90</del> <b>70</b> feet minimum/no maximum
Minimum/Maximum Front Setback	20 - 50 feet
Minimum/Maximum Side Setback	10 feet/no maximum
Minimum/Maximum Rear Setback	10 feet/no maximum
Maximum Height**	2 stories
Minimum/Maximum Density***	<b>1 dwelling unit/acre minimum or 1 principal dwelling and 1 upper story or accessory dwelling per parcel regardless of the resulting density -</b> <del>3</del> <b>6</b> dwelling units/acre maximum
Open Space Requirement	15%

\* Existing parcels of land are exempt from minimum and maximum lot size and width requirements. A property owner will not be required to subdivide an existing parcel to conform to any minimum requirements.

\*\* Height limits do not apply to church spires, belfries, cupolas, or domes not used for human habitation, nor to chimneys, ventilators, skylights, parapet walls, cornices, solar energy systems, or necessary mechanical appurtenances usually located on the roof level, provided that such features are limited to the height necessary for their proper functioning and do not exceed the limitations of the airport hazard zoning regulations.

\*\*\* Existing parcels of land are exempt from minimum density requirements.



#### 4.8.4. Development Standards.

Medium-Density Residential District (MDR)	
Minimum/Maximum Lot Size*	4,000 sq. ft. min. for traditional housing; 6,000 sq. ft. min/14,520 sq. ft. max for residential; 6,000 sq. ft. min/1 acre max for non-residential
Minimum/Maximum Width*	50 ft. min/90 ft. max for residential; 50 ft min for non-residential
Minimum/Maximum Front Setback**	10 ft. min/30 ft. max for residential; 10 ft. min/50 ft. max for non-residential
Minimum/Maximum Side Setback***	<del>5</del> 10 ft. minimum/40 ft. maximum
Minimum/Maximum Rear Setback	10 ft. minimum/no maximum
Maximum Height****	2 stories
Minimum/Maximum density	3- <del>7</del> 9 dwelling units/acre
Open Space Amenity	10%

\* Existing parcels of land are exempt from minimum and maximum lot size and width requirements. A property owner will not be required to subdivide an existing parcel to conform to any minimum requirements.

\*\* Traditional housing developments must build to a maximum ten foot front setback.

\*\*\* Residential units such as townhouses may be attached with a zero foot setback. A ~~five~~ ten foot minimum setback shall be required on all other development.

\*\*\*\* Existing parcels of land are exempt from minimum density requirements.

#### 4.9.4. Development Standards.

MIXED-USE RESIDENTIAL DISTRICT (MUR)	
Minimum/Maximum Lot Size*	3,000 sq. ft. min. for <del>traditional housing</del> zero lot line use; 5,000- 14,520 sq. ft. for other single family housing. 5,000 sq. ft. minimum/no maximum for multi-family housing or non-residential.
Minimum/Maximum Width*	30 - 90 feet for single family housing. 50 feet minimum/no maximum for multi-family housing or non-residential.
Minimum/Maximum Front Setback	10 - 30 feet
Minimum/Maximum Side Setback**	No minimum/50 feet maximum
Minimum/Maximum Rear Setback	10 feet minimum/no maximum
Minimum/Maximum Height***	3 stories
Minimum/Maximum Density****	<del>Less than 30% for non-residential.</del> Minimum 3 <b>dwelling</b> /acre, maximum <del>13</del> 25 dwelling units per acre for residential.
Open Space Amenity	5%
Maximum Floor Area Ratio (non-residential)	0.5

\* Existing parcels of land are exempt from minimum and maximum lot size and width requirements. A property owner will not be required to subdivide an existing parcel to conform to any minimum requirements.

\*\* Residential units such as townhouses may be attached with a zero foot setback. A ~~five~~ tenfoot minimum side setback shall be required on all other development.



\*\*\* Height limits do not apply to church spires, belfries, cupolas, or domes not used for human habitation, nor to chimneys, ventilators, skylights, parapet walls, cornices, solar energy systems, or necessary mechanical appurtenances usually located on the roof level, provided that such features are limited to the height necessary for their proper functioning and do not exceed the limitations of the airport hazard zoning regulations.

\*\*\*\* Existing parcels of land are exempt from minimum density requirements.

## CHAPTER 8

### 8.2.7. Off-Street Parking Standards.

1. Amend "Off-Street Parking Standards". All amendments and additions are noted in **bold**. Deletions noted in red.

Use Category	Minimum Parking Spaces Required (excepting IBC handicapped space requirement)	Maximum Parking Spaces Required Permitted without Approved Variance
Residential		
<del>Detached Dwelling</del>		<del>2</del>
Accessory Dwelling Unit	No minimum	1
Dwelling, Multi-Family, 3-8 Unit	No minimum	1.5 per one-bedroom unit; 2 per two-bedroom unit; 2.5 per three-bedroom unit
Dwelling, Multi-Family, 9+ Unit	No minimum	1.5 per one-bedroom unit; 2 per two-bedroom unit; 2.5 per three-bedroom unit
Manufactured Home Subdivision	No minimum	2 per home
Duplex/Semi-Attached Unit	No minimum	2 per unit
Zero-Lot-Line/Patio Home	No minimum	2
<b>Single Family Dwelling Unit</b>	No minimum	<b>2</b>
Townhouse	No minimum	2
Upper-Story Residential Unit	No minimum	1.5 per one-bedroom unit; 2 per two-bedroom unit; 2.5 per three-bedroom unit
<del>Apartment Development</del>		<del>1.5 per one-bedroom unit; 2 per two-bedroom unit; 2.5 per three-bedroom unit</del>
Non-Residential		
Adult Entertainment Establishment	<b>1 per 400 SF</b>	1 per 100 SF
Aircraft Sales and/or Service	<b>As approved by Airport Authority</b> <del>1 per 300 SF</del>	
Airport	As approved by the Airport Authority	
Animal Shelter	No minimum	1 per 400 SF
Asphalt and/or Concrete Plant	No minimum	1 per employee
Congregate Living <del>2</del>	No minimum	0.4 per bed <b>2 per 10 residential occupants</b>



Bed and Breakfast	No minimum	1 per room plus 2 for owner's residence
Broadcasting Facility, Radio and/or Television	No minimum	1 per employee
Campground/RV Park	1 per campsite	<b>2 per campsite</b>
Car Wash Facility	No minimum	1 per <del>300</del> <b>800</b> SF
Cemetery	No minimum	1 per 5000 SF
<b>Church</b>	<b>1 per 10 occupants as determined by approved Fire Department Occupancy of primary structure</b>	<b>1 per 5 occupants as determined by approved Fire Department Occupancy of primary structure</b>
Conference Center	No minimum	1 per <del>200</del> <b>400</b> SF
Contractor Shop	No minimum	1 per <del>1,000</del> <b>1500</b> SF
Convenience Store with Fuel Sales	<b>1 per 1000 SF</b> Parking at fuel islands shall be included as parking space	1 per <del>200</del> <b>300</b> SF. Parking at fuel islands shall be included as parking space
Correctional Facility	<b>1 per 20 prisoners</b>	1 per 10 prisoners
Crematory	No minimum	1 per 1000 SF
Day Care Center	<b>2 plus Drop-off lane with space for 1 vehicle per 8 children</b>	1 per .35 per person approved capacity plus drop-off lane with space for 1 vehicle per 8 children
Day Care Home, Large or Small	<b>Drop-off lane for 2 cars</b>	3 per home plus a drop-off lane for <del>at least</del> <b>2 cars</b>
Drinking Establishment	No minimum	1 per 50 SF of floor area for public use or 1 per 2.5 persons in approved occupancy, whichever is greater
Educational Facility, College or University	As approved by the City of Tupelo	
Educational Facility, K-12		
a. K-8	<b>1 per classroom</b>	2.25 per classroom
b. 9-12	<b>1 per classroom</b>	1.2 per classroom plus 1 per 5 students
Educational Facility, Vocational Training	<b>1 per classroom</b>	2 per classroom plus 1 for every 3 students at maximum enrollment
<b>Emergency Shelter</b>	<b>4</b>	<b>1 per 500 SF floor area</b>
Small Engine Repair	<b>1 per repair stall</b>	1 per <del>300</del> <b>800</b> SF
Large Engine Repair	<b>1 per repair stall</b>	1 per employee plus 1 per <del>500</del> <b>800</b> sq. ft.
<b>Event Center</b>	<b>1 per 10 occupants as determined by approved Fire Department Occupancy of primary structure</b>	<b>1 per 5 occupants as determined by approved Fire Department Occupancy of primary structure</b>
Farm	No minimum	N/A-1
Financial Establishment	No minimum	1 per <del>300</del> <b>800</b> SF
Firing Range	No minimum	1 per 2 slots
Forestry	No minimum	N/A-1



Funeral Home	1 per 10 occupants as determined by approved Fire Department Occupancy of primary structure	1 per 4 seats in chapel 1 per 5 occupants as determined by approved Fire Department Occupancy of primary structure
Golf Course and/or Country Club (minimum parking for additional uses including restaurant, event center, etc. in addition to single use parking minimum)	No minimum	4 per green and 1 per 3 seats in restaurant if applicable 2 per green
Golf Driving Range	No minimum	1 per 3 slots
Government Facility	As approved by the City of Tupelo	
a. Library	No minimum	1 per 300 800 SF
b. City, county, state, or federal government office	No minimum	1 per 300 1000 SF floor area plus 1 per 3 employees
c. Post Office	No minimum	1 per 200 1000 SF
Congregate Living 1 or 3		1 per sleeping room plus 1 per 300 SF common area
Home Business	No minimum	2 for residence plus 1 for business
Home Occupation	See principal use parking requirement N/A	
Hotel or Motel	No minimum	1 per sleeping room plus 1 per 400 500 SF of restaurant, conference, or lounge area
Motel	No minimum	1 per sleeping room plus 2
Manufacturing, Heavy or Light	No minimum	1.5 per 1000 3000 SF
Medical Facility, Hospital	1 per bed	1 per 2 beds
Museum	No minimum	1 per 500 1000 SF
Non-Congregate Shelter	No minimum	1 per 5 units
Office	No minimum	1 per 400 800 SF
a. Medical Office	No minimum	1 per 300 500 SF
b. Rehabilitation Center	No minimum	1 per 300 800 SF
Open Air Market	No minimum	1 per 200 SF display area
Park and/or Open Space	No minimum	As approved by the Parks and Recreation Department
Passenger Terminal	No minimum	1 per 300 500 SF
Place of Assembly and/or Worship		1 per 2.5 seats
Printing and/or Publishing Facility	No minimum	1 per 500 1000 SF
Public Safety Station	No minimum	1 per 500 SF
Public Utility Facility	No minimum	1 per 500 800 SF
Railroad Station and/or Yard	No minimum	1 per 500 SF employee
Recreation Facility		
a. Theaters and Similar Fixed-Seating Establishments	No minimum	1 per 4 seats
b. Bowling Alleys	No minimum	4 per alley/lane
c. Swimming Pool	No minimum	1 per 75 SF of pool area
d. Race Track	No minimum	1 per 3 seats



e. Tennis or Racquetball Court	No minimum	3 per court
f. All Other recreation	No minimum	1 per <del>250</del> 500 SF
Recycling and/or Salvage Facility	No minimum	1 per <del>500</del> 1000 SF
Recycling Drop-Off Facility	No minimum	A drop-off lane for at least 2 cars
Research and Development Facility	No minimum	1 per <del>500 SF</del> employee
Resource Extraction	No minimum	1 per employee
Restaurant	1 per 250 SF floor area	1 per 50 SF
Minimum		1 per 250 SF floor area
Maximum		1 per 50 SF
Retail Sales and/or Service	No minimum	<del>Minimum 1 per 400 SF</del> Maximum 1 per 100 SF Warehouse area 1 per 1000 SF
a. Plant Nursery or Greenhouse	No minimum	1 per 500 SF
b. Barber or Beauty Shop	No minimum	2 per employee booth
c. Furniture, Appliance, Music and Hardware Stores	No minimum	1 per 400 SF
d. Laundry or dry-cleaning establishments	No minimum	1 per <del>300</del> 500 SF and stacking space for 3 vehicles per drive-in window
e. Lumber Yard or Building Materials	No minimum	1 per <del>400</del> 800 SF
e. Medical Supplies	No minimum	1 per <del>300</del> 1000 SF
Self-Serve Storage Facility	No minimum	1 per <del>300 SF</del> office area employee
Social and/or Community Service Facility	No minimum	1 per 500 SF floor area
Telecommunications Facility, Other	No minimum	1 per 500 SF
Telecommunications Tower	No minimum	N/A-1
Trade Market Facility	No minimum	1 per 1,000 SF
Trucking Company	No minimum	1 per 1,000 SF
Utility	No minimum	1 per 1,000 SF enclosed floor area
Vehicle Sales and/or Rental	No minimum	1 per <del>300 SF</del> employee plus 3
Vehicle Service	1 per service bay	2 plus 3 2 per service bay
Veterinarian Clinic	No minimum	1 per <del>300 SF</del> employee plus 1 per 400 1000 SF of proposed outdoor kennel
Warehouse and/or Distribution and/or Freight Facility	No minimum	1 per 1,000 SF
Waste-Related Service Facility	No minimum	N/A-1 per employee
Wholesale Facility	No minimum	1 per 1,000 SF
Woodworking or Cabinet-Making Facility	No minimum	1 per <del>500</del> 800 SF

## CHAPTER 11

### 11.8 Congregate Living Facilities

#### Meaning and Applicability



This section applies to any congregate living structure, **other than those considered multi-family dwellings, or dwelling unit meeting the definitions of this Code** occupied for residential use by a group of ~~six or more~~ **more than five (5)** adult residents and, therefore, considered a commercial development with all the requirements thereof. **Includes transient and non-transient residential and institutional dwellings and developments as defined and regulated by the International Building Code, as adopted. Includes Residential Living Personal Care Homes and Assisted Living Personal Care Homes; emergency shelters, regardless of occupancy; all residential units with more than five (5) non-transient adult occupants. All residential units with more than five (5) adult occupants, regardless of relation, are subject to the standards of this section. Temporary emergency shelters with more than five (5) adult occupants are subject to the standards of this section.**

Congregate living does not include residential uses with an occupancy of five (5) or fewer unrelated adults not requiring a license by the Mississippi Department of Health, Assisted or Residential Personal Care Homes not exceeding an occupancy of five (5) persons, or owner-occupied lodging houses with five (5) or fewer guest rooms and ten (10) or fewer total occupants provided that the structure meets all standards of the International Residential Code and applicable commercial use standards of this Code. Units meeting this description are regulated by Residential Rental Standards set forth in this Code by Section 11.12.

#### Applications

- (1) A commercial construction application and all requirements therein must be met. Facilities with 5 or fewer residents may be defined according to type of dwelling unit (detached, duplex, etc.) for residential use when providing evidence of compliance with the International Residential Code standards.
- (2) A residential rental license, registration, and inspection are required of all congregate living facilities, in accordance with the Rental Ordinance of the City of Tupelo and Section 11.11 of this Code. For Congregate Living facilities, a state license or privilege tax license may serve as an alternative to the requirement for a formal lease or other legal occupancy agreement. Congregate living facilities, except non-congregate shelters may register as a single unit. Non-Congregate Shelters must register each unit and comply with all multi-family development standards.
- (3) Residential or Assisted Personal Care Home/Facilities for five (5) or fewer persons receiving care that are within a single family dwelling are permitted to comply with the International Residential Code and be permitted for residential use provided an automatic sprinkler system is installed in accordance with said Code. Lack of compliance to the International Residential Code shall classify such a facility a commercial development with the requirements thereof. (See Section 308.2 and 310.4 of the International Building Code)

#### Standards

- (1) All congregate living facilities must comply with provisions of the International Building Code 2018 including, housing, building, electrical, and fire codes; the Fair Housing Act of 1968; the Americans With Disabilities Act; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act. All facilities must be properly zoned and licensed.
- (2) Congregate living 1 and Congregate Living 2 facilities locating more than two vehicles on premises at any given time in a residential zone or adjacent to residential use must provide additional parking behind the back point of the structure on a designated parking pad that may not be gravel or other natural surface.

#### Restrictions

- (1) Separation Requirement. Congregate Living Facilities in ~~Mixed Use zoning districts~~ may not be located within ~~1,500~~ **800** feet of any other Congregate Living Facility. ~~Congregate Living Facilities in other zoning districts may not be located within 2,500 feet of any other Congregate Living Facility.~~



- (2) Residential uses with an occupancy of more than five (5) adults and fewer than sixteen (16) adults which do not require a license and are not regulated by any other Federal or State entity are permitted for use only as Congregate Living 3 is allowed in the location's designated zoning district, and must meet the standards of this section.

#### **Variances**

- (1) Variance on the distance requirement to no less than 500 ft may be recommended by the Planning Committee with final approving authority by City Council for congregate living not classified as Congregate Living 1, Congregate Living 2, or Congregate Living 3, but otherwise regulated by the standards of this section, and whose use does not require a license and is not regulated by any other Federal or State entity whose occupancy does not exceed ten (10) adults and whose location is within 1500 ft of an arterial or collector road.

### **11.10 Temporary Shelters**

#### **Meaning and Applicability**

All emergency shelters and non-congregate shelters, also known as transient boarding houses, with five (5) or more adult occupants providing temporary lodging without a legal or formal occupancy agreement such as a lease or other rental or subsidy agreement with an individual or household is subject to the standards and requirements of this section.

#### **Applications**

- (1) All shelters are required to maintain and present evidence of operating policies, procedures, and standards of care including, but not limited to:
- a. Intake procedures and eligibility requirements
  - b. Defined length of stay requirements
  - c. Case management policy
  - d. Mississippi Department of Health Food Permit, where applicable
  - e. Facility operations and management procedures including security and life safety plan
  - f. Proof of insurance
  - g. Mississippi Department of Health license as a Residential or Assisted Living Personal Care Home, where applicable
- (2) Use as a shelter will be approved only where facilities also meet all Congregate Living Standards according to Section 11.8 of this Code including compliance with residential rental standards according to Section 11.12.
- (1) All shelters must comply with provisions of the International Building Code 2018 including, housing, building, electrical, and fire codes; the Fair Housing Act of 1968; the Americans With Disabilities Act; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act. All facilities must be properly zoned and licensed.
- (2) Non-congregate shelters and transient congregate living with more than five (5) occupants are also required to comply with standards for congregate living use, as defined by Section 11.8.
- (3) Non-Congregate Shelters must be constructed according to the standards of multi-family development in such a way so the principal use may be converted to multi-family units without major renovations to the structure.



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- (4) Shelters must clearly display the occupancy rate of each structure, as permitted by the City of Tupelo Fire Marshall
  - (5) The City of Tupelo encourages all temporary shelters to participate with the Homeless Management Information System (HMIS) and Mississippi United to End Homelessness (MUTEH) who is contracted with the City of Tupelo to provide case management services and resource assistance to individuals and families experiencing homelessness.

#### **Restrictions**

- (1) Shelters must maintain that no lying down or sleeping on a public sidewalk, outdoors, or residing within a vehicle on public property, on private property owned by the shelter, or within 500 ft of the permitted shelter between the hours of 7pm and 7am in any location not permitted by the City for camping.
- (2) Shelters must adhere to all requirements of Section 11.6, Property Maintenance, of the City of Tupelo Development Code

### **11.11 Multi-Family Development Standards**

#### **Meaning and Applicability**

Multi-family Development applies to any parcel, or adjacent parcels of the same ownership, where are located more than one structure with classified use as a multi-family dwelling unit, duplex, condominium or townhouse where more than three attached units are located, or where more than one off-site built single family residential unit, such as a modular home, mobile home, or manufactured housing, is located under the same ownership or development. Type of unit, density of units, and floor area ratio permissible is determined according to permitted use within the Base Zoning District where the structure is located and compliance with standards of a Major Site Plan. This Section applies to all new construction and renovations of more than 25 percent of the square footage OR tax assessed value of any existing structure(s) for use as a multifamily development.

#### **Applications**

- (1) A commercial construction application and all requirements therein must be met.
- (2) A residential rental license, registration, and inspection are required of all units within a Multi-Family Development, in accordance with the Rental Ordinance of the City of Tupelo and Section 11.11 of this Code.
- (3) All Multifamily Developments, other than upper story residential only, require a Major Site Plan and/or Development Plan requiring review by the City of Tupelo Site Plan Review Committee, Planning Committee, and Tupelo City Council, subject to the standards of Section 12.9 and 12.11 of this Code.

#### **Standards**

- (1) 30% open space is required on all multi-family developments
- (2) Commercial construction, including buffering, landscaping, and off-street parking, standards apply to all developments covered by this Section except where otherwise modified by this Section.
- (3) When located on a local road, a minimum of two (2) dwelling units must be oriented toward the adjacent street unless the front setback meets or exceeds 50 ft or where a 30 wide or greater buffer is located along the street frontage.
- (4) Two (2) off-street parking stalls are required for each unit, including garage and other parking facilities. One (1) guest parking stall is required for every four (4) dwelling units.



- (5) Parking must be located behind the back point of the structure on a designated parking pad that may not be gravel or other natural surface OR where any structure has more than four stories or a development contains more than 100 residential units, tuck under, cantilever, parking garage or other parking facility approved by the Department of Development Services designed to reduce the footprint of the development must be used to meet minimum parking requirements.
- (6) Multi-family developments must include an internal sidewalk connecting all dwelling units and other structures and pedestrian connection to sidewalks or other pedestrian pathways connecting to adjacent commercial developments or commercial corridors.
- (7) A cluster mailbox and access location must be provided on site
- (8) Blue Light Emergency Tower/Phone/Box or other provision for immediate emergency access must be provided in the vehicular use area or other common location for all multifamily developments with more than thirty (30) dwelling units or where six (6) or more individual structures are located
- (9) Electrical transformers or switching gear, air handlers and similar mechanical equipment must be screened according to Section 9.6.1 of this Code.
- (10) Project boundary buffers are required for all multifamily developments with nine (9) or more units, including in MUD or MUR Zoning Districts where adjacent to single family residential use, according to Section 9.9.1 of this Code.
- (11) All multifamily developments must comply with § 804(f)(5)(C) of the Fair Housing Act of 1988 and the implementing regulations codified at 24 C.F.R. 100.205. Applicants shall consult the Fair Housing Accessibility Guidelines.
- (12) All multifamily developments must comply with Building Standards according to Section 6.4 of this Code and street design standards according to Section 6.8.8.3 of this Code.
- (13) Multifamily signage is regulated by Section 10.5.7 of this Code

#### Restrictions

- (1) Multi-family developments with 9 or more dwelling units on a parcel or adjacent parcels of the same ownership may not locate within 1500 ft of another multi-family unit or development, except in the RC, MUR, or I Zoning Districts, where 9 or more dwelling units are located on a parcel or on adjacent parcels of the same ownership or development unless a shared street and pedestrian access sidewalk or walking path connecting adjacent developments is approved as part of a Major Site plan including existing and proposed developments.

#### Variances

- (1) Variances for density as determined by the Base Zoning District may be approved according to the Section 12.16 of this Code. Reduction in the percentage of required open space to permit variances for density is permitted. It is the responsibility of the applicant to provide that the following findings are met in order for the Planning Committee or City Council to provide approval for variances related to density or open space reduction:
  - a. Provisions in additional landscaping, walkability, aesthetic improvements, common space amenities, or other quality of life measures have been made to the site plan to encourage use and access to outdoor space and surrounding commercial or recreational uses.
  - b. Where variances for density or open space are requested, no variances for parking location may be permitted. Off-street parking requirements may be reduced with shared parking agreements or demonstrated access to public transportation.
- (2) Where limited by characteristics of the lot or lot location, a variance for required parking behind the back point of the structure may be considered as part of the Major Site Plan review. Variances to allow parking to be located to the side or front of the structure must meet the following additional requirements:



- a. Open space must be provided between the parking area and any front facing entry to the structure with 15% in designated landscaping beds without the use of ground cover materials.
- b. Pedestrian access must be provided from the designated parking area to all entry points of the structure.
- c. No variance for the reduction in required open space will be permitted where variance of parking location is approved.

(3) Variances in off street parking requirements of this Section to accommodate special conditions of the lot or existing development where the standards of this section apply due to substantial improvement of an existing structure. Exceptions to requirements for parking garage facilities may be approved as a variance by the Planning Committee as part of Major Site Plan approval.

## **11.12 Residential Rental Standards**

### **Meaning and Applicability**

This Section applies to all residential units within the City of Tupelo being rented or leased for occupancy to an individual(s) other than the owner and including residential units with an occupancy of five (5) or fewer unrelated adults. Residential rental units are subject to Miss. Code Ann. Section 89-8-through 89-8-29, Article XII of the City of Tupelo Code of Ordinances, the City of Tupelo Development Code, and the International Building Code and International Residential Code as approved. All short-term rentals, as defined by the City of Tupelo Development Code, must be registered as a residential rental and adhere to all standards of this Section.

### **Applications**

- (1) All property owners renting or leasing a unit for residential occupancy must complete a Rental Registration and License Application annually. Registrations and Licenses will not be provided where units carry open violations or unpaid penalty fees.
- (2) All property owners renting or leasing a unit for occupancy must maintain a Privilege License with the City of Tupelo which may be obtained after a Rental Registration and License is received.
- (3) All units being leased or rented must have an approved and active Certificate of Occupancy and Rental Inspection conducted by the City of Tupelo Department of Development Services prior to occupancy. Rental inspections are required for all new Certificates of Occupancy, prior to occupation by a new tenant, or every two (2) years where no change in tenant occurs.
- (4) All units must provide the square footage of the unit, monthly rental cost per unit, maximum number of allowed occupants, type of rental (residential or short-term), unit type, and Lead Disclosure Statement if the unit was built prior to 1978.
- (5) A legal and binding lease agreement or copy of unsigned lease is required on all rental units prior to receiving a Certificate of Occupancy. Units occupied without a submitted lease agreement to the Department of Development Services will be in violation of this Code. A signed lease agreement matching the original submission must be presented upon request to the Department of Development Services.
- (6) Short-Term rentals also require property owner Rental Registration and License, Privilege License, Certificate of Occupancy and Inspection on each rented unit, and carry a Home Business Certificate of Occupancy on each unit. Short-Term rental units do not require a new inspection with each tenant with a length of stay no more than thirty (30) days. Rented units with occupancy for more than thirty (30) days are required to register as a residential rental unit.
- (7) A Registered Agent is required if the property owner of a rented unit is a business, if the owner does not reside within 60 miles of the unit, or if the owner is unable to be contacted on a 24-hour basis. Registered



Agents must reside in Lee County or an adjacent County. Registered Agents must obtain a City of Tupelo Privilege License.

- (8) Changes in utilities and/or meters is not permitted without an active Certificate of Occupancy from the Department of Development Services. A temporary meter may not remain active for more than five (5) days after a tenant takes occupancy unless utilities are provided by the Owner and included in rental payment per the lease agreement.
- (9) Rental of property to any person, regardless of relation to the applicant, is required to meet the standards of this Section excepting where five (5) or fewer related persons occupy a single dwelling unit where homestead occupancy is established by the property owner.

#### Standards

- (1) All residential rental units in the City of Tupelo must abide by all relevant sections of this Code and the City of Tupelo Code of Ordinances, including Chapter 7 of the Code of Ordinances – Building and Building Regulations and Chapter 11 of the City of Tupelo Development Code – Property Maintenance, and Article XII of the City of Tupelo Code of Ordinances – Rental Housing Code.
- (2) Maintenance and compliance with rental requirements is the responsibility of the owner, agent or manager including interior, exterior, premises, maintenance of provided equipment and utility, and tenant behavior. Notices of violation will be provided to the property owner and, where applicable, registered agent of the owner on file with the Department of Development Services.
- (3) Every owner, agent, manager or tenant of a rental housing unit is required, upon reasonable notice, to provide access to any part of a rental housing unit for the purpose of inspection. Where a complaint of violation is received, access must be given without notice by the owner, agent, manager, or tenant. Where a tenant refuses to provide access, an owner is permitted to evict said tenant in order to allow access to the Code Enforcement officer or designated representative of the governing authority.
- (4) Where an accessory dwelling unit and principal single family residential dwelling unit are located on the same parcel, either may be rented only where either dwelling unit is occupied by the property owner.
- (5) The Department of Development Services will not permit a unit for residential occupancy where a restriction is identified on an ownership deed limiting use of a property for residential rental use.

#### Violations

- (1) All residential rental units in the City of Tupelo are subject to code enforcement violations and violations of the City Code of Ordinances and are subject to fines and penalty fees, hold on utilities or utility transfer, revoking of rental license, revocation of all permits issued to the violator, inspection without notice, abatement, criminal or civil violation, injunction before Municipal Court, property liens, and emergency enforcement of violations posing a danger to public health, safety, or welfare, according to the standards for violations outlined in said Codes.
- (2) Rental Registration expired for 90 or more days will result in revocation of Certificate of Occupancy. All required fees plus \$500 penalty fee is required to re-establish a Certificate of Occupancy for any unit.
- (3) Units rented without and approved Certificate of Occupancy will result in a \$350 penalty plus \$25 per unit. All penalties and fees must be paid to re-establish a Certificate of Occupancy.
- (4) Scheduled on-site inspections may be rescheduled once with 24 hour notice without incurring a penalty fee. A penalty fee for rescheduling more than once, required re-inspection of a unit, or failure of owner or registered agent to be present at the time of inspection. Penalty fees are cumulative at the following rate, 1<sup>st</sup> event - \$50, 2<sup>nd</sup> event - \$100, 3<sup>rd</sup> event - \$200, 4<sup>th</sup> event - \$400. Upon a fourth (4<sup>th</sup>) re-scheduled inspection, re-inspection, or failure to appear, a citation will be filed and Certificate of Occupancy revoked for each unit. Revocation of a Certificate of Occupancy for this violation carries an additional \$500 penalty required prior to reestablishing a Certificate of Occupancy.



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- (5) It is the responsibility of the owner or agent to provide suitable equivalent housing for any tenant located in a structure that is cited for a violation of standards or regulations applicable to rental properties which the inspector determines area risk to health and safety until the violations are mitigated and an approved inspection is issued.

DRAFT



**PROPOSED TEXT AMENDMENT TO THE CITY OF TUPELO DEVELOPMENT CODE SECTION 12.10. SUBDIVISIONS  
(TA23-01)**

**12.10.1. Applicability.**

Subdivision means all divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose of sale or building development (whether immediate or future) and includes all division of land involving the dedication of a new street right-of-way or a change in existing street right-of-way. Subdivision approval shall be required before the division of land (for any purpose) into two or more parcels, except as specified in Section 12.10.2., Actions Exempt from Subdivision Requirements.

All requirements imposed through a plat shall run with the land and shall apply against any owner, subsequent owner, or occupant.

**12.10.2. Actions Exempt from Subdivision Requirements.**

The following shall not be considered "subdivision" and are exempt from the provisions of this section:

- (1) The combination or recombination of lots, or portions of lots, previously created and recorded, if the total number of lots is not increased and the resultant lots are equal to or exceed the standards of this Code;
- (2) The division of land into parcels greater than ten acres if no street right-of-way dedication is involved;
- (3) The public acquisition of strips of land for the widening or opening of streets or the location of utility right-of-way; and
- (4) ~~The division of a tract in single ownership of which the entire area is no greater than two acres into not more than three lots, if no street right-of-way dedication is involved and if the resultant lots are equal to or exceed the standards of this Code.~~
- (4) No review or approval is required for exempt subdivisions; however, Director of Development Services certification of exempt status is required. Exempt subdivision plats shall be stamped by the Director of Development Services noting their exemption, and signed so that they can be recorded by the Chancery Clerk.

**12.10.3. Minor Subdivision.**

The division of a tract in single ownership of which the entire area is no greater than ten acres into not more than five lots, if no street right-of-way dedication is involved and if the resultant lots are equal to or exceed the standards of this Code (Minor Subdivision) may be approved by application to the ~~Director of~~ **Department of** Development Service for Minor Subdivision plat approval.

**12.10.3.1 Minor Subdivision Approval**

- (1) A preliminary plat, subject to Section 12.10 of this Code, must be presented for review by the Director of the Department of Development Services according to Site Plan Review processes defined by Section 12.11 of this Code.**
- (2) Where more than one Minor Subdivision is located on adjacent properties under shared ownership, business association, or development, the existing minor subdivision and all associated developments will**



be reviewed with additional phases according to processes defined for Major Subdivisions according to the standards of this Chapter.

- (3) Any minor subdivision recording plats and deeds in the City of Tupelo which is not provided with approval by the City of Tupelo according to this process is considered in violation of this Code. Where no review is provided, the City may withhold permitting of construction on subdivided lots until lots meet compliance with this Code and the standards of the base zoning district in which they are located. Where no approval is provided, the City is removed from liability related to provision of all utility services and required utility development to provided necessary infrastructure services to future development on subdivided lots.

#### 12.10.4. No subdivision without Plat Approval.

- (1) No subdivision of land within the jurisdiction of the City may be filed or recorded with the Chancery Clerk until it has been submitted to and approved by the Planning Committee, Director of Development Services, or ~~Director's~~ **Tupelo City Council or other** designee as specified herein and until the approval is entered on the face of the plat **according to this Section**.
- (2) Any person who, being the owner or the agent of the owner of any land located within the jurisdiction of this Code, subdivides land in violation of this Code, or transfers, or sells land by reference to, exhibition of, or any other use of a plat showing a subdivision of the land before the plat has been properly approved under this Code, and recorded in the Office of the Chancery Clerk, shall be guilty of a misdemeanor and shall be punishable, accordingly, by fine or imprisonment.
- (3) The description by metes and bounds in the instrument of transfer, or other document used in the process of selling or transferring land, does not exempt the transaction from penalties. The City may bring an action for injunction of any illegal subdivision, transfer, conveyance, or sale of land and the court shall, upon appropriate findings, issue an injunction and order for compliance.

#### 12.10.5. Pre-Application Conference.

All applicants considering petitioning for a preliminary plat may schedule a pre-application conference with the Director of Development Services, or designee to discuss the procedures, standards, and regulations required for subdivision approval in accordance with the provisions of this Code.

#### 12.10.6. Sketch/Concept Plans.

It is recommended, but not required, that the applicant applying for subdivision approval submit a sketch/concept plan for review by the Director of Development Services or designee. This plan should, in simple sketch form, show the proposed layout of streets, lots and other features in relation to existing conditions.

#### 12.10.7. Preliminary Plat Requirements.

An application for preliminary plat review shall be submitted in accordance with Section 12.2, Application Requirements. Preliminary plat documents showing the proposed subdivision of the land into lots shall contain, as a minimum, the information listed below unless the Director of Development Services makes the determination that less detailed information is adequate for review. No processing or review of a preliminary plat will proceed without the required information. Detailed standards and specifications for design and construction are available in the Specifications Manuals adopted by the City of Tupelo, as identified in the Appendix.



#### 12.10.8. General Requirements.

- (1) Title Block - Name of project, labeled: Preliminary Plat; submittal and revision dates; sheet size (36 by 48) maximum with index map and match lines if multiple sheets are required; graphic scale (not smaller than one inch to 200 feet on a standard engineering scale); north point; property identification number; vicinity map clearly establishing the location of the proposed project, with readily recognizable landmarks, stream buffers, flood plain boundaries, property zoning districts and any overlay zones.
- (2) Name, address and telephone number of owner, applicant and agent; name, address and telephone number of surveyor, engineer, landscape architect, or other designer, with seal.
- (3) In addition, State or Federal regulations may require that additional information be supplied to the Development Services Department as a part of a submittal.
- (4) The preliminary plat shall be provided to the Development Services Department in both hard copy and digital form. The plat drawing shall be in a generally accepted engineering file format and shall be georeferenced to the Mississippi East State Plane Coordinate System.
- (5) **Subdivision construction will meet required standards for commercial development set forth in Section 6.4, Building Design Standards, except where modified by this Section.**

#### 12.10.9. Existing Conditions.

The preliminary plat shall show the following information on existing conditions:

- (1) Boundary of the property, using metes and bounds with angle of departure of adjacent properties;
- (2) Site total area and amount to be developed **with index map to graphic scale;**
- (3) **Lot lines and property boundaries, with metes and bounds including previously platted lines; municipal boundaries, county lines;**
- (4) Existing building footprints and square footage;
- (5) Improvements, such as loading areas, parking areas, driveways, alleys, streets, sidewalks, etc.;
- (6) Any septic tanks, **sewer lines**, drain fields and wells, **water lines, mains, and hydrants**
- (7) Culverts, **drainpipes**, and other subsurface features;
- (8) All utility easements, above and below ground, including information on type, size, and elevation;
- (9) Railroads, **transmission lines;**
- (10) Cemeteries;
- (11) Setback requirements;
- (12) Zoning of the site and adjacent zoning, including any overlay zones;
- (13) Land use of the site and adjacent land uses including major improvements within 50 feet of the subject property;
- (14) Adjacent property owners;
- (15) Adjacent streets, including name and right of way width.



- (16) Topographic contours at two foot intervals for all property within 100 feet of a proposed development area and topographic contours at five foot contour intervals for the remainder of the property including a source reference;
- (17) Locations and names of water features including shorelines, water bodies, intermittent and perennial streams;
- (18) A specimen tree survey **notating species and caliper of existing protected trees as determined by Section 9.11;**
- (19) Locations of drainage ways, stream buffers, special flood hazard areas, wetlands and wetland buffers;
- (20) Locations of vegetation, rock outcrops, steep slope areas, natural inventory sites and historic inventory sites.
- (21) A list of any conditions applied to the property as part of any previous approvals.
- (22) Existing features shall be clearly distinguishable from proposed development.
- (23) Designated flood zones, floodways, wetlands, and base flood elevation**

#### 12.10.10. Proposed Conditions.

- (1) ***Proposed lots: numbered, lined, with dimensions and block length where lots are contiguous***
- (2) ***Street Improvements (Public and Private):*** Location of improvements or widening, names, widths of rights of way and pavement, design criteria including sight triangles and a typical cross section; **notations of improvements intended for dedication to the City for maintenance;** Traffic Impact Analysis, if required. **Streets and right of way proposed for dedication must meet all requirements of the City of Tupelo "Street and Storm Sewer Construction Standards and Specifications". No subdivision including commercial development that does not include a through street connecting to an existing public street will be accepted as a public street without a variance provided by the City of Tupelo Planning Committee. No subdivision including proposed or existing residential use on more than ten lots without a through street connecting to an existing public street will be accepted as a public street without a variance provided by the City of Tupelo Planning Committee.**
- (3) ***Pedestrian Circulation:*** Location of sidewalks and other pedestrian ways including dimensions and surfacing, along streets and other locations; provision of crosswalks. **At least one internal pedestrian sidewalk or approved alternative walkway with a minimum width of five feet shall be provided throughout any subdivision with connection to adjacent public sidewalks or other pedestrian network. Payment in lieu of sidewalk construction is not permitted for any Major Subdivision.**
- (4) ***Landscaping:*** Location of all plant materials and other landscaping features, including calculations of amount required and the amount provided; the number, size, and description of plant materials, fences, walls and berms; provisions for screening specialized features, such as storage areas; calculations of the amount of tree coverage required and the amount and percentage of tree coverage provided by tree preservation and tree replacement; calculation of the amount of street trees and the amount provided by tree preservation and tree installation; a land disturbance tree survey; and the location and a description of all proposed and required tree protection measures.
- (5) ***Grading:*** Location of vegetation to be retained including approximate sizes and protection measures to be used; a depiction of contours at one foot intervals, supplemented with planned floor elevations on each lot that is wholly or partially within a Special Flood Hazard Area or that contains less than 20,000 square feet,



and spot elevations when necessary, including location, description, and size of any retaining walls; dimensions of stream buffers. No residential lot may include a slope greater than 4:1. A permanent elevation benchmark shall be provided and shown on the subdivision plat and construction plans.

- (6) *Utilities:* Location and width of all easements and rights of way for water, sewer, storm sewers, gas, electric, communication facilities, or any other utility facility.
- (7) *Storm Drainage:* Location and description of temporary and permanent storm drainage pipes and swales; amount of impervious surface; provisions for **construction and permanent** erosion and sedimentation controls, including retention and detention facilities; as well as professionally sealed engineering calculations used in the design. The developer is responsible for providing a drainage plan, with calculations, of sufficient detail to support construction on all lots **to retain 10-year predevelopment rate of flow. Storm drainage must meet all requirements of the City of Tupelo "Street and Storm Sewer Construction Standards and Specifications"**.
- (8) *Water and Sewer:* Location and description of public and private water and sanitary sewer improvements including connections to existing facilities and maintenance provisions.
- (9) *Property Dedications/Reservations:* Location and description of dedicated or reserved properties under public or private ownership including the boundaries, size, purpose, future ownership and maintenance provisions for the property. This category includes but is not limited to thoroughfares, rail corridors, greenways, recreation facilities, open space and common areas.
- (10) *Subdivision Construction Improvements Intended for Dedication:* Location and description of all improvements intended for dedication to the City for maintenance, including streets, utilities, easements, and other infrastructure improvements.
- (11) *Development Phases:* Clearly marked boundaries of each intended phase of development noting number of proposed lots for each phase, proposed utility plans, and a time table for platting and construction of the subdivision in its entirety
- (12) *Life Safety Street Signage:* Locations and type of street safety indicators including street names, stop signs, and other required safety signage. Note: It is the responsibility of the developer to provide life safety signage until the final dedication and acceptance of any streets. Decorative signage may be installed with declared intention of an Homeowner's Association or other common entity to continue maintenance after dedication of streets. The City will not accept maintenance of decorative street signage.
- (13) *Cluster Mailbox:* location and access pattern with approval letter from local USPS postmaster
- (14) *Tree Protection and Mitigation Plan:* Location existing trees for preservation or removal and table of species, caliper, and designation for preservation or removal with calculation of calipers not replaced on site in required landscaping. Cost estimate of remaining calipers and pay out to the Department of Development Services required for final mitigation. Where no protected trees are removed, a tree affidavit.
- (15) *Buffers:* Location and area of required buffer areas including riparian buffers for preservation or installation with planting plan to meet required buffer coverage and opacity
- (16) *Street Lighting Plan:* Location of lighting for streets, common areas, open space, and cluster mailboxes. City standards are required where streets are intended for dedication as noted. Decorative lighting requires Homeowner's Association bylaw submission designating maintenance of lighting to the HOA or other legal entity.



**(17) *Open Space:* Location, dimensions, acreage of individual areas of open space, total acreage, total useable acreage**

**(18) *Waste Management Plan:* Location, access, and enclosure plan for all dumpsters**

(Ord. of 1-2-2019(1) , § 2)

12.10.11. Specific performance standards as required by other Articles of the Development Code.

- (1) *Within Special Flood Hazard Areas:* demonstration that the subdivision will minimize flood damage through the location and construction of all public utilities and facilities, including water and sewer systems; adequate drainage in accordance with adopted standards to reduce exposure to flood hazards.
- (2) *Traffic Impact Analysis:* A traffic impact analysis (TIA) pursuant to Section 12.5, Traffic Impact Analysis (TIA) may be required.

12.10.12. Preliminary Plat Approval.

- (1) Applicability: A preliminary plat shall be required for all major subdivisions of land within the jurisdiction of this Code, ~~defined as any development of more than lots or any subdivision of land that would include public dedication of land, streets, utility extensions, or required stormwater management facilities. A preliminary plat is optional for minor subdivisions, defined as development of six lots or less with no public dedication of land, no streets, no utility extensions, and no required stormwater management facilities.~~
- (2) Subdivision approval requires the submission of both preliminary and final plats and full interagency review for conformity with the requirements of this Code and other development-related Codes.
- (3) Where site plans, as required by this Code, serve as preliminary plats for subdivisions, they shall satisfy these submission requirements in addition to those required for zoning compliance.
- (4) Preliminary plats of any Major Subdivision require approval by the City of Tupelo Planning Committee and Tupelo City Council. A final Development Agreement is required for final approval by City Council**
- (5) Preliminary plats of all Minor Subdivisions are required for approval by the Department of Development Services prior to filing a final recorded plat with the Chancery Clerk.**

12.10.13. Public Notice.

As applicable, notification of preliminary plat review shall be sent to groups including, but not limited to, the following:

- (1) Tupelo Public Schools;
- (2) Historic Preservation Commission (if applicable);
- (3) If the applicant for the preliminary plat is seeking approval of any of the modifications to standards specified in Section 12.11, Major Site Plans, that are granted at the discretion of a governing body, any organization or individual that is registered to receive notice pursuant to Registration to Receive Notice, and is located within 1,000 feet of the site under consideration. Notice shall be provided to each organization or individual in the manner specified in its registration information, which may be first class mail, electronic mail, or other manner offered by the Director of Development Services.



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#### 12.10.14. Action by the Director of Development Services.

Staff review agencies shall complete review and transmit comments back to the Director of Development Services or designee. If required corrections are minor, as determined by the Director of Development Services or designee, the Director of Development Services or designee shall schedule the subdivision for review at the next Planning Committee meeting; if required corrections are extensive, the applicant shall correct the plat before it is scheduled for Planning Committee review. If the applicant fails to submit revised plats in response to the comments of the staff review agencies within 90 days of receiving such comments from the Director of Development Services, or designee, the Director of Development Services may consider the application to have been withdrawn by the applicant.

#### 12.10.15. Action by the Planning Committee.

- (1) The preliminary plat documents, along with the review comments, will then be considered by the Planning Committee at a public meeting at which a representative of the subdivider or any other interested person may attend.
- (2) After hearing a recommendation from the Director of Development Services or designee, the Planning Committee shall approve the plat as is, approve it subject to additional corrections, defer action for additional information and corrections, or disapprove it. Approved or corrected preliminary plats shall be stamped and signed denoting approval. If the preliminary plat is disapproved or deferred, the Planning Committee shall notify the applicant of the reasons for such disapproval or deferral.
- (3) The preliminary plat shall be approved by the Planning Committee if it meets the following criteria:
  - (a) Conforms with all the provisions and requirements of applicable adopted plans, including but not limited to the Comprehensive Plan, greenways plans, or transportation plans;
  - (b) Conforms with all the provisions and requirements of this Code; and
  - (c) Conforms with all the provisions and requirements of other applicable Codes not included in this Code.

#### 12.10.16. Reservation of Public Facility Sites and Lands.

- (1) The review of preliminary plats may be delayed by no more than 45 calendar days if the proposed subdivision contains sites which appear in an adopted plan or policy documents as a future site for a public school or other public facility, recreation area, park, greenway or other open space. During preliminary plat review, the appropriate entity responsible for future site acquisition shall be given 45 calendar days from date of plat submission to decide if it wishes to reserve the site.
- (2) If the site is not to be reserved, the subdivision shall be processed in the normal fashion. If the agency wishes to reserve the site and specifies such intent in writing to the Director of Development Services or designee, the subdivision shall not be approved without the reservation.
- (3) Public school authorities shall have 18 months from the date of preliminary plat approval to acquire the site by purchase, by receipt of dedication, or by initiating condemnation proceedings. If, at the end of the 18 month period, none of the above actions has occurred, the subdivider may consider the land free from reservation and apply for revised preliminary plat approval for its use.
- (4) Public agencies other than schools shall have 120 calendar days from the date of preliminary plat approval to arrange for site acquisition for public facilities by option to purchase, by purchase, by receipt of dedication,



or by initiating condemnation proceedings. If, at the end of the 120 day period, none of the above actions has occurred the subdivider may consider the land free from reservation and apply for revised preliminary plat approval for private use of the property.

#### 12.10.17. Issuance of Required Permits.

Upon **recommended** preliminary plat approval **by the City of Tupelo Planning Committee**, review of the preliminary plat **and Development Agreement will be scheduled with the City of Tupelo City Council for final approval. Upon approval**, the applicant may apply for ~~the required permits~~ a **Subdivision Construction Permit** to begin site work and the installation of improvements. All site work shall be performed in compliance with the requirements of this section and other applicable regulations of the city, county, and state. No required permit may be issued until the required preliminary plat is approved.

#### 12.10.18. Preliminary Plat Revisions.

Minor revisions to approved preliminary plats, which reflect the same basic street and lot configuration as used for the original approval, may be approved by the Director of Development Services or designee. Significant changes to an approved preliminary plat, as determined by the Director of Development Services or designee, shall be resubmitted for review and approval as if it is a new application.

#### 12.10.19. Continuing Validity of Preliminary Plat.

An approved preliminary plat shall retain its validity for four years, if:

- (1) A permit to begin development pursuant to the plat, such as a land disturbance permit, a building permit, or an improvement permit has been issued and has remained continuously valid thereafter; and,
- (2) Building or land disturbing activity has begun on the property.
- (3) The issuance of a building permit or a ~~certificate of compliance~~ **receipt of a Certificate of Initial Acceptance or Certificate of Completion** within a phase of a project shall not extend the validity of the preliminary plat for the unbuilt portions of that phase or any future phases of the project for which building permits have not been issued.

#### 12.10.20. Modification of Design Standards and Improvement Requirements.

- (1) In approving the preliminary plat, the City Council may modify any of the design standards or improvement requirements set forth in Chapters 6, 8, and 9, where necessary to make the approved preliminary plat conform to any master land use plan which the City Council has approved for a planned unit development on the property.
- (2) In all other cases, and only upon the request of the applicant, the City Council may modify any of the design standards or improvement requirements set forth in Chapters 6, 8, and 9, upon finding the following:
  - (a) That the topography or other physical conditions of the subject property are such that compliance with these standards and requirements would cause an unusual and unnecessary hardship on the applicant, above and beyond what other subdividers would face;
  - (b) That the modifications will not have the effect of nullifying the intent and purposes of this Code.



- (c) Where any such modification is granted, the reasons therefore shall be stated in the minutes of the City Council meeting at which final action is taken on the preliminary plat.

#### 12.10.21. Development Agreement Required Prior to Construction.

- (1) Procedure: After the preliminary plat is approved by the City Council, and final construction drawings are approved by the Department of Development Services, the developer and owner, if applicable, must enter into a development agreement with and satisfactory to the Mayor and City Council relative to all required public and private improvements, payment of fees, required securities, certification of insurance, and any conditions placed on approval of the preliminary plat.
- (2) A draft development agreement shall be prepared by the City of Tupelo Department of Development Services. The draft agreement may be prepared and reviewed concurrently with the review of construction plans. A draft development agreement shall be sent to the applicant for approval. The draft agreement shall ~~reference~~ the design incorporated within the approved construction and shall be sufficient in form to assure the proposed construction methods and materials meet or exceed minimum standards established by the City of Tupelo.
- (3) Upon acceptance of the agreement by the applicant, the draft development agreement shall be forwarded to the Mayor and City Council for approval and for execution by the Mayor or designee. If the applicant takes exception to the development agreement, a letter setting forth these items may be presented to the Mayor and City Council for consideration. The final plat may not be recorded until the development agreement is approved by the Mayor and City Council and executed by the Mayor or designee. **Parcel numbers, individual lot deeds, and 911 addressing cannot occur without approval of the preliminary plat and Development Agreement by the City of Tupelo City Council.**
- (4) After the applicant has returned an executed copy of the development agreement, paid all applicable fees, provided the security and certificate of insurance, the Director of Development Services ~~may sign the construction drawings~~ **will schedule a pre-construction conference with the contractor of record and release the Subdivision Construction permit.** ~~and work may begin.~~
- (5) Building permits for individual lots **will not be issued without completion of subdivision construction and final inspections reviewed and approved by Tupelo Water and Light OR Tombigbee Electric Power Company, City of Tupelo Public Works, and City of Tupelo Fire Department, and certified by the City Engineer in the form of a Certificate of Initial Acceptance approved by the Tupelo City Council.** ~~within the subdivision may be issued after the completion of the development agreement, provided that the Director of Development Services determines that work under such permits will not conflict with other construction within the development. No certificate of occupancy or final inspection will be issued for such permits until the final plat has been recorded.~~

#### 12.10.22. Effective Period of Approval.

The applicant shall execute the approved Development Agreement within 90 days of the date of approval of the Mayor and City Council. Any request for a time extension shall be submitted to the Department of Development Services at least 60 days prior to the date of the appropriate City Council meeting. The time extension must be approved before the expiration of the preceding approval period.



#### 12.10.23. Time Extension.

It is agreed by the Developer and the City that the Development Agreement will become void unless the Developer commences construction within one year from the effective date or obtains a time extension from the Mayor and City Council. Any request for a time extension shall be submitted to the Department of Development Services at least 60 days prior to the date of the appropriate City Council meeting. The time extension must be approved before the expiry of the preceding approval period. The failure of the Developer to commence construction within one year of the effective date will result in the approvals of the City Council, Planning Committee and other applicable boards and commissions being null and void.

#### 12.10.24. Security Requirements.

- (1) *General:* In order to ensure that the work will be completed in accordance with approved construction drawings and applicable specifications, all public and private improvements proposed in conjunction with any subdivision must be covered by ~~adequate~~ security **determined according to the cost of all public improvements intended for dedication to the City of Tupelo**. The applicant shall post approved security with the City of Tupelo. The approved security shall be one or more of the types of security specified herein. Approved security shall be accompanied by a development agreement whereby the applicant agrees to make and install the improvements in accordance with the approved construction drawings and applicable specifications to ensure completion of the work.
- (2) *Types of Security:* Subject to the standards and requirements of this Article and of guaranteeing completion of improvements required by these regulations:
  - (a) Cash that will be deposited in a liability account;
  - (b) Assignment of Certificate of Deposit that is to be held by the City as collateral to assure completion of project; or
  - (c) Irrevocable Standby Letter of Credit: The letter of credit shall be obtained at a financial institution acceptable to the City Attorney and show the City of Tupelo as beneficiary. The letter of credit shall be effective for one year and automatically renewable for one-year periods with no effort on the part of the City. Should the financial institution decide not to renew the letter of credit, the institution shall notify the City in writing 90 days prior to its expiration date by certified mail return receipt requested at which time the City can draw up to the full face value of the letter of credit. Any litigation concerning this letter of credit shall be held before a court of appropriate jurisdiction in Lee County, Mississippi.
- (3) *Amount of Security:* If the construction cost for internal improvements (within the property boundary) is estimated to be greater than \$100,000.00, the Developer shall provide a financial security instrument for ~~\$100,000.00~~ **the cost determination of all public improvements to be dedicated**. If the construction cost for internal improvements (within the property boundary) is estimated to be less than \$100,000.00, the Developer shall be required to provide a financial security instrument for the estimated cost of the public and private improvements. A financial security instrument shall be provided for the full amount of the estimated cost of the external public improvements (outside the property boundary). A financial security instrument may be revised during the contract period if approved by the Mayor and City Council.

#### 12.10.25. Release of Security.

- (1) **Required security will be determined according to upon the certification by the City Engineer and the Director of Development Services' certification of the percentage of the estimated cost of improvements proposed**



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for development as included in the required Development Agreement. ~~that has been completed and accepted.~~

- (2) Improvements that have been identified in the subdivision plat, subdivision construction plans, and Development Agreement, when completed upon issuance of a Certificate of Initial Acceptance will be authorized by the City of Tupelo City Council for release of ~~90~~ a percent of the security, according to the terms of the Development Agreement. Final release of security must include provisions for the cost of remaining improvements plus the cost of the final lift of asphalt.
- (3) The final ~~ten per cent~~ percentage, as defined by the terms of Development Agreement, will be released at the end of the required warranty period, upon completion of all required and proposed improvements as specified in the development agreement, **upon confirmation of 80 percent occupancy of subdivided lots, and upon issuance of a Certificate of Completion and approval by the Tupelo City Council.**
- (4) Security may be partially released or reduced **according to the provisions of this Section and according to the approved Development Agreement.** No more than three such partial releases will be granted.

#### **12.10.25.1 Graduated Release**

- (1) A graduated release of security may be specified in the Development Agreement wherein required improvements and associated percentage of release of security are defined. The City Engineer must provide approval on type of work that may be accepted prior to the issuance of a Certificate of Completion in order to provide partial release of security after the issuance of a Certificate of Initial Acceptance and approval by the Tupelo City Council.
- (2) The City of Tupelo City Council will authorize the a graduated security release according to the approved Development Agreement which must include agreed upon schedule of completion and remaining improvements intended for dedication to the City of Tupelo and corresponding release of security.
- (3) Where a Graduated Security Release is utilized, the remaining security will be released upon issuance of a Certificate of Completion and approval by the Tupelo City Council.



#### 12.10.28.26 Final Plat Approval.

- (1) *Applicability:* A final plat shall be required for all subdivision of land within the jurisdiction of this Code except as allowed under Mississippi General Statute.
- (2) *Conformity with Preliminary Plat:* The final plat shall conform to the approved preliminary plat, if any, and may constitute only that portion of the preliminary plat which is proposed for recordation.
- (3) *Submittal Requirements:*
  - (a) When the installation of required site improvements is nearing completion, the subdivider shall submit a final plat for review and approval.
  - (b) The final plat shall be drawn in accordance with Mississippi Statute Section 17-1-23, Subdivision Regulations; standard land surveying and mapping practices; and city engineering standards.
  - (c) **Final plat for initial acceptance must include the following language: "Acceptance of this recorded plat by the City of Tupelo does not obligate the City to accept infrastructure, including any streets, utilities, or easements. Final dedication of improvements intended for acceptance by the City is contingent upon a finalized Certificate of Completion approved by the City of Tupelo City Council"**
  - (d) Endorsements on Final Plats. The following certificates shall be placed upon all final plats:
    - i. Certificate of accuracy and mapping signed by a registered surveyor;
    - ii. Certificate of ownership and dedication signed and notarized, including all individuals, partnerships, and corporations, and lenders with financial security interests;
    - iii. ~~City Clerk's certificate of approval for recording and acceptance of dedications;~~ **Certificate of Initial Acceptance upon completion of subdivision construction approved by City of Tupelo City Council and certified with the City Clerk's acceptance of final recorded plat;**
    - iv. Chancery Clerk's certificate of recording, including any recorded restrictive covenants.
- (4) *Action by the Director of Development Services:* Staff review agencies shall complete review and transmit comments back to the Director of Development Services. The Director of Development Services shall **recommend to City Council to** approve the plat as is, defer action for additional information and corrections, or disapprove it. If the final plat is disapproved or deferred, the Director of Development Services or designee shall notify the applicant of the reasons for such disapproval or deferral. The final plat shall be **recommended for approved** by the Director of Development Services or designee if it meets the following criteria:
  - (a) Conforms with all the provisions and requirements of applicable adopted plans, including but not limited to the Comprehensive Plan, greenways plans, and transportation plans;
  - (b) Conforms with all the provisions and requirements of this Code; Conforms with all the provisions and requirements of other applicable Codes or Ordinances not included in this Code;
  - (c) Conforms with the approved preliminary plat, ~~if any;~~
  - (d) Conforms with completed and approved construction drawings for public infrastructure, where such construction drawings are required by this Code or other applicable Code or Ordinance; and
  - (e) Is accompanied by a bond or other performance guarantee deemed adequate in amount and form by the requesting department, if required infrastructure, including but not limited to stormwater, street, or water and sewer improvements, has not been completed in accordance with approved construction drawings, and if the department responsible for such infrastructure has consented to final plat approval pending its completion.



- (f) Is accompanied by a table or layout showing the tax parcel numbers and E911 addresses for each lot.
- (g) Meets all other requirements of a Certificate of Initial Acceptance**

**12.10.29 27. Issuance of Certificate of Compliance-Initial Acceptance**

- (1) ~~Necessary Infrastructure: If a final plat for a project has been approved prior to completion of stormwater facilities, water and sewer utilities, streets, sidewalks, and recreation facilities, certificates of compliance shall not~~ **No Certificate of Initial Acceptance will be issued without completion of all required subdivision construction, including stormwater facilities, water and sewer utilities, streets, sidewalks, and recreation facilities. and**
- (2) **A Certificate of Initial Acceptance will be issued with the final approval of the City Engineer, Director of the Department of Development Services, and Tupelo City Council approval following final approval of:**
  - (a) **City of Tupelo Water and Light OR Tombigbee Electric Power Association review and approval of mechanical joints (prior to final cover), sewer mandrel test, bacteria test conducted by the relevant utility provider, and water and sewer pressure tests conducted to City standards.**
  - (b) **City of Tupelo Public Works review and approval of storm water drainage system, final condition free proof roll, density report, soil test, core sample test, life safety street signage with reflective indicators, installation, curb and gutter detail with Tupelo Standard curb features**
  - (c) **City of Tupelo Fire Department review and approval of requirements of the International Fire Code, as adopted, gated entry access, fire apparatus access roads, fire lanes, traffic calming, and water supply**
  - (d) **City of Tupelo Planning and Zoning review and approval of landscaping and buffering, parking, waste management, cluster mailbox, tree mitigation**
  - (e) **City of Tupelo Engineering review and approval of Mississippi Department of Transportation approval, Mississippi Department of Health approval, Mississippi Department of Environmental Quality approval, US Army Corp of Engineers approval, parcel number assignment, E911 addressing verification, final submission of as-built plans**
  - (f) **City of Tupelo Legal Department review of compliance with approved subdivision Development Agreement and associated securities, and determination of release of required securities. Recorded deeds for subdivided lots must be recorded must be provided to the Department of Development Services whose language must include the subdivision name, subdivision setbacks, any required easements on each parcel, parcel designation as required open space in perpetuity, and any restrictive covenants associated with the subdivision. A distinct deed must be provided for parcels or easements intended for ownership by the subdivision owner, Homeowners Association, or other required entity including the terms of the Development Agreement related to maintenance of open space, areas of common ownership, and private utilities, streets, life safety signage, or other improvements intended to be retained by private ownership. Additionally, a deed must be granted to the City of Tupelo conveying public easements, utilities, and/or streets to the City of Tupelo.**
- (3) **Permanent water or sewer service shall not be provided for buildings within the platted area until completion of required improvements except as further provided below and according to specified terms of the approved Development Agreement.**
  - (a) ~~If the director or designee of the department responsible for acceptance or regulation of the required infrastructure determines in his/her reasonable discretion that delay will improve the quality of the infrastructure or will conserve resources, he/she may allow certificates of compliance~~ **Initial**



**Acceptance** to be issued. In such case, the responsible director or designee may require supplementation of the performance guarantee(s) that was provided prior to final plat approval, and shall, in addition, set a date by which the necessary infrastructure shall be completed.

- (b) Examples of improvement for which delays may be granted include completing stormwater facilities after they are no longer needed as sedimentation basins; delaying final asphalt application on road surfaces for a period of time to detect problems; delaying construction of turn lanes until traffic thresholds are reached; delaying sidewalk segments as individual houses are built; and delaying construction of infrastructure that requires coordination with other planned infrastructure.
- (2) *Other Improvements:* For other required improvements, ~~if the responsible department director or designee~~ **Tupelo City Council may** determines the completion of the improvement prior to issuance of a ~~certificate of compliance~~ **Certificate of Initial Acceptance** is not practicable, and sufficient justification for the delay has been shown, ~~certificates of compliance~~ **Certificate of Initial Acceptance** may be issued if an adequate performance guarantee is provided. In such event, ~~the responsible department director or designee~~ **Tupelo City Council** shall determine the time period within which the improvement must be completed **prior to issuance of a Certificate of Occupancy. Required improvements not completed under such a determination must be completed prior to issuance of a Certificate of Completion.**

#### 12.10.27.28 Warranty Period Following Initial Acceptance of Subdivision.

- (1) **A Certificate of Initial Acceptance will be provided to the Developer upon completion of Subdivision Construction for the purpose of recording the final plat and proceeding with individual lot construction. No acceptance of dedicated infrastructure or maintenance by the City of Tupelo will occur without a final Certificate of Completion upon the expiration of the one year warranty period without defect set forth in this section, final approval by the City Engineer, Director of Development Services, and Tupelo City Council.**
- (2) If the Director of Development Services **and City Engineer** determines that the installed improvements meet all applicable city standards and all other conditions and requirements specified in the Development Agreement have been met and final construction plans are approved, then a Certificate of Initial Acceptance shall be issued, and the plat shall be recorded according to the procedures in Section 12.10.28 of this Code.
- (2) A one year warranty period begins with the first working day of the calendar year after the Certificate of initial acceptance is issued. During this warranty period any deficiencies in ~~accepted~~ improvements that are documented by the City Engineer or other city departments shall be the responsibility of the developer or subdivider to correct or repair.
- (3) The City shall not be obligated to **accept or** maintain any improvements until one year without defects has passed and a Certificate of ~~Final Acceptance~~ **Completion shall be** is issued by the Director of Development Services. Failure to make required repairs within three months of the date on which the developer or subdivider is notified of the deficiency shall result in the revocation of any building permits issued to the developer or subdivider, and in the suspension of further issuance of additional building permits for construction on lots within the subdivision owned by the developer or subdivider.
- (4) ~~The city may perform the necessary repairs, drawing upon the security provided under the development agreement, and if necessary, may also make every effort to collect payment from the subdivider or developer by all legal means including the placement of liens on lots owned by the subdivider or developer.~~

#### 12.10.26. 29 Certificate of Completion and Acceptance of Improvements for City Maintenance.

- (1) Inspections: The installation of improvements **or issuance of a Certificate of Initial Acceptance** shall in no case bind the city to accept any such improvements for public maintenance and operation thereof, until the proper departments have inspected and accepted the improvements as meeting all applicable requirements,



~~and~~ the terms of the Development Agreement **have been met, and a Certificate of Completion has been approved by all required entities**; provided, however, that the city shall not accept drainage easements for maintenance except as provided herein.

- (2) Street and storm sewers which are properly constructed, enclosed, and subterranean within the right of way of any dedicated street shall be accepted for public maintenance **upon receipt of Certificate of Completion**. "Major drainage easements" as defined in Chapter 2 of the Tupelo Development Code shall be accepted for public maintenance **as approved by the subdivision Development Agreement**.
- (3) The city shall accept an irrevocable license to enter upon all other surface water drainage systems for emergency work to prevent or alleviate property damage or public damage, or to alleviate the failure of the subdivider or developer to maintain the drainage system which has or could result in property damage to the public, public danger or detrimentally affect public health.
- (4) The city will not accept such systems for maintenance, which shall remain the responsibility of the subdivider or property owner. The Development Agreement shall specify which improvements may be accepted for city maintenance and which shall remain private responsibilities.
- (5) **No infrastructure improvements will be accepted for City maintenance prior to a finalized Certificate of Completion, approval by the Director of Development Services, and approval by Tupelo City Council upon expiration of the one year warranty period as set forth in Section 10.10.28 and where 80% of subdivided parcels are occupied.**

#### 12.10.30. Expiration of Approval.

The sub-divider shall have 180 days after ~~approval~~ **receipt of a Certificate of Initial Acceptance and approval by the Tupelo City Council** to file and record the final plat with the Office of the Chancery Clerk before the approval becomes void.

#### 12.10.31. Waivers.

For purposes of financing or refinancing development, it is sometimes necessary to subdivide a previously approved development complex (including but not limited to a shopping center, an office or industrial park, or a housing complex) originally located on a single parcel into two or more lots. The Planning Committee may by affirmative majority vote, vary or modify the requirements of this Code and the dimensional, parking, landscaping, and buffering provisions of this Code to permit such subdivision to occur subject to making the following findings:

- (1) A valid, approved site plan exists for the overall complex;
- (2) The complex, in its entirety, satisfies all Code requirements; and
- (3) Each final plat created contains a note stating that the owners acknowledge that the individual parcel is a part of the named development complex, and that deeds of easement, restrictive covenants, and/or other legal documents necessary for the perpetual functioning of the development complex shall be executed and recorded with the final plat.

**Any changes in subdivision total acreage, use, or infrastructure require amended site plans, Certificate of Completion, and final approval by City Council.**



**CHECK INFORMATION FOR COUNCIL MEETING  
NOVEMBER 7, 2023**

<b>FUND</b>	<b>CHECK NUMBERS</b>
<b>POOL CASH</b>	<b>ID-421494-421499;421500-421901</b>
<b>EFT</b>	<b>50002479-50002512</b>
<b>TWL ADJUSTMENTS</b>	<b>1-127</b>

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

**INVOICES AS SHOWN ON FACE OF DOCKET**





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Abby Christian, Grant Administrator

**DATE** 7 November 2023

**SUBJECT:** IN THE MATTER OF APPROVAL OF A MOU AND INTEREST SURVEY FORM BETWEEN THE MS DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF TUPELO FOR THE STATE AND LOCAL CYBERSECURITY GRANT PROGRAM **AC**

---

**Request:** Please find the attached MOU and Interest Survey Form between the MS Department of Homeland Security and the City of Tupelo. The survey is designed to collect information from local government entities who are eligible to participate in the State and Local Cybersecurity Grant Program. The attached MOU is a document signed by the local jurisdiction to support the MOU in the retention of grant award funds for the purpose of providing the state, local, and rural jurisdictions with a readiness assessment for the evaluation of gaps, vulnerabilities, and capabilities.

**Agency:** Mississippi Department of Homeland Security (MOHS)

**Grant:** FY'22 State and Local Cybersecurity Grant Program (SLCGP)

**Match:** There is no match.

**Submission Deadline:** 30 November 2023





# Mississippi Statewide Cybersecurity Strategic Plan



## State of Mississippi Fiscal Year 2022 State and Local Cybersecurity Grant Program Interest Survey Form

I, Todd Jordan (Printed Name), the duly appointed authorized agency on behalf of the City of Tupelo ("Local Governmental Entity"), located at 71 East Troy St., Tupelo, MS 38804 (address) hereby **expressly consent** to the State of Mississippi's State Administrative Agency (SAA), namely the Mississippi Office of Homeland Security (MOHS), undertaking the following acts in accordance with the State and Local Cybersecurity Grant Program (SLCGP) for Fiscal Year (FY) 2022, Funding Opportunity DHS-22-137-000-01, as authorized by Section 2220A of the Homeland Security Act of 2022, as amended (Pub. L. No. 107-296) (6 U.S.C. §665g):

1. Retain **\$654,731.00** in SLCGP for FY2022 at the State Level, as Management and Administration Costs, as well as SLCGP Operations Costs. Funds are in alignment and compliance with Federal allowances.
2. Utilize **\$2,618,920.00** in SLCGP funds for FY2022 as follows:
  - a. 96.18% for Asset Management Systems and Cybersecurity Readiness Assessments for local and rural entities. Assessment will provide an overall assessment of Mississippi cybersecurity structure, gaps, vulnerabilities, and capabilities.
  - b. **3.81%** for cybersecurity training for local and rural entities, to include training sessions, cybersecurity exercises and training software programs.

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

Signed, on 9 (day), November (month) 2023 (year), in

Lee County, Mississippi.

Todd Jordan (Signature)

Todd Jordan (Printed Name)

Mayor (Title)





# Mississippi Statewide Cybersecurity Strategic Plan



## State of Mississippi Fiscal Year 2022 State and Local Cybersecurity Grant Program Interest Survey Form

City of Tupelo ("Local Governmental Entity"), located  
at 71 East Troy St., Tupelo, MS 38804 (address)

☒

**IS** interested in participating in the State and Local Cybersecurity Grant Program

☐

**IS NOT** interested in participating in the State and Local Cybersecurity Grant Program

Grant Program (SLCGP) for Fiscal Year (FY) 2022, Funding Opportunity Number DHS-22-137-000-01, as authorized by Section 2220A of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. § 665g).

Organization Type: Local Government

Point of Contact: Abby Christian

Contact Number: (662-841)-6565

Contact E-mail: abby.christian@tupeloms.gov

Is your organization interested in services/solutions procured, managed, and deployed by the state providing support to local government: ☒ YES ☐ NO

Signed, on 9 (day), November (month) 2023 (year), in

Lee County, Mississippi.

(Signature)

Todd Jordan

(Printed Name)

Mayor

(Title)





# City of Tupelo

October 17, 2023

Stephen Rone  
Consultant Services Director  
Mississippi Department of Transportation  
P.O. Box 1850  
Jackson, Mississippi 39215

## COUNCIL

**Chad Mims**  
Ward One

**Lynn Bryan**  
Ward Two

**Travis Beard**  
Ward Three

**Nettie Y. Davis**  
Ward Four

**Buddy Palmer**  
Ward Five

**Mike Bryan**  
Ward Six

**Rosie Jones**  
Ward Seven

RE: CONSULTANT SELECTION VIA SMALL PURCHASE PROCEDURE  
STP-0430-00(046)LPA/109150  
WARD 7 LAWNDAL ELEMNTARY SCHOOL SIDEWALK  
CITY OF TUPELO, LEE COUNTY, MISSISSIPPI

Dear Mr. Rone:

With this letter, the City of Tupelo is requesting to use the Small Purchase Procedures as outlined in the Local Public Agency Consultant Operating Procedures for Professional Services, Section 2.2.1 Small Purchase Procedures.

The City of Tupelo has considered (3) three qualified firms for this project, including Dabbs Corporation, Cook-Coggin Engineers, Inc. and Engineering Solutions, Inc. By our internal selection process, we have selected Dabbs Corporation as our Professional Services Consultant for construction engineering & inspection to assist us with this Project. The total cost for these services that will be utilizing federal funds for the Consultant selected are estimated to be less than the Federal Simplified Acquisition Threshold.

Thank you for your time and consideration. Please call me at (662) 841-6513 if you have any questions, concerns or comments.

Sincerely,  
CITY OF TUPELO, MISSISSIPPI

Todd Jordan  
Mayor

C: Mr. Lee Frederick, State LPA Engineer, MDOT  
Mr. Travis Wampler, District 1 LPA Coordinator, MDOT  
Mr. Dennis Bonds, PE, LPA Project Director, City of Tupelo





# City of Tupelo

October 17, 2023

Stephen Rone  
Consultant Services Director  
Mississippi Department of Transportation  
P.O. Box 1850  
Jackson, Mississippi 39215

## COUNCIL

**Chad Mims**  
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Ward Three

**Nettie Y. Davis**  
Ward Four

**Buddy Palmer**  
Ward Five

**Mike Bryan**  
Ward Six

**Rosie Jones**  
Ward Seven

RE: CONSULTANT SELECTION VIA SMALL PURCHASE PROCEDURE  
STP-0430-00(047)LPA/109149  
WARD 4 BARNES CROSSING SIDEWALK  
CITY OF TUPELO, LEE COUNTY, MISSISSIPPI

Dear Mr. Rone:

With this letter, the City of Tupelo is requesting to use the Small Purchase Procedures as outlined in the Local Public Agency Consultant Operating Procedures for Professional Services, Section 2.2.1 Small Purchase Procedures.

The City of Tupelo has considered (3) three qualified firms for this project, including Dabbs Corporation, Cook-Coggin Engineers, Inc. and Engineering Solutions, Inc. By our internal selection process, we have selected Dabbs Corporation as our Professional Services Consultant for construction engineering & inspection to assist us with this Project. The total cost for these services that will be utilizing federal funds for the Consultant selected are estimated to be less than the Federal Simplified Acquisition Threshold.

Thank you for your time and consideration. Please call me at (662) 841-6513 if you have any questions, concerns or comments.

Sincerely,  
CITY OF TUPELO, MISSISSIPPI

Todd Jordan  
Mayor

C: Mr. Lee Frederick, State LPA Engineer, MDOT  
Mr. Travis Wampler, District 1 LPA Coordinator, MDOT  
Mr. Dennis Bonds, PE, LPA Project Director, City of Tupelo



# Item # 1 & 14

## Final Lot Mowing Report for 11/07/2021

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	45275	101B0213000	418 LAKEVIEW DR	TTLBL LLC	4747 EXECUTIVE DR STE 510	SAN DIEGO, CA 92121	TP
2.							
3.							
4.							
5.							
6.							
7.							
8.							791
9.							
10							
11							
12							



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

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE NO. 43440**

**EMMANUEL CHURCH OF GOD IN CHRIST**

**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 **EMMANUEL CHURCH OF GOD IN CHRIST** (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: Emmanuel Church Of God In Christ

Address of Owner: 1208 North Green Street  
Tupelo, MS 38804

Parcel Number: 089B-30-065-00

Address of Violation: 1203 North Green Street

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **06/20/23** 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 structure(s) demolished.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of demolition, 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 **11/07/23**, adjudicated the actual cost of demolition to be **\$7350.00**. This amount is assessed as a lien on the real property described above.

5. This Resolution 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. If unpaid prior to the 30<sup>th</sup> day of September of the current year, this lien shall be satisfied by having the amount of this lien 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. Failure to pay this assessment shall require the tax collector to sell the land as now provided by law for the sale of lands for delinquent municipal taxes. Liens filed after September 30<sup>th</sup> of the current year, and unpaid by September 30<sup>th</sup> of the subsequent year shall be collected as a part of the subsequent year's municipal ad valorem taxes, in the same manner as provided herein. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

6. Prior to its collection as a judgment lien, this assessment may otherwise 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.



7. 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 7th day of November, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: Travis Beard  
TRAVIS BEARD, Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan  
TODD JORDAN, Mayor

11-8-2023  
Date





## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** John Quaka, Chief  
**DATE** November 1, 2023  
**SUBJECT:** IN THE MATTER OF UPDATED AXON AGREEMENT WITH TPD JQ

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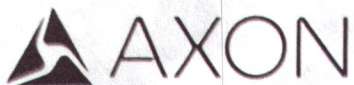
**Request:**

Please accept this letter of request for an updated Amendment with Axon and Tupelo Police Department.



APPROVED 11-7-2023

Item # 16.

**First Amendment to the Master  
Services and Purchasing Agreement**

This First Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and the Tupelo Police Department (MS) ("**Agency**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

Axon and Agency are Parties to the Master Services and Purchasing Agreement by and between Axon Enterprise, Inc. and the Tupelo Police Department dated June 20, 2023 (the "**Agreement**").

The Parties wish to incorporate further changes into the Agreement in order to provide clarity to certain sections of the Agreement.

The Parties therefore agree as follows:

1. Section 16.3 of the Agreement is hereby deleted in its entirety and replaced with the following (modifications reflected in bold):

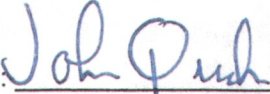
**16.3 Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination, **and if returned, Axon will not invoice Agency the difference between the MSRP for Axon Devices received and amounts paid towards those Axon Devices.** MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

2. Exhibit B – Quote Q-420126 is hereby deleted in its entirety and replaced with Exhibit B – Quote Q-516696 attached to this Amendment.
3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Each representative identified below declares that they are an authorized representative of the respective Party with authority to execute this Amendment as of the date of signature.

**Axon Enterprise, Inc.****Tupelo Police Department (MS)**

DocuSigned by:  
Signature:   
55DAE6B131A4424...

Signature: 

Name: Bobby Driscoll

Name: John Quake

Title: VP, Assoc. General Counsel

Title: Chief of Police

Date: 11/9/2023 | 4:20 PM MST

Date: 11/9/23



APPROVED 11-7-2023

796

**EXHIBIT B**

Q-516696-452

Item # 16.



Axon Enterprise, Inc.  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

Issued: 10/27/2023

Quote Expiration: 11/20/2023

Estimated Contract Start Date: 01/01/2024

Account Number: 106326

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery-400 N Front St 400 N Front St Tupelo, MS 38804-4001 USA	Tupelo Police Dept. - MS 400 N Front St Tupelo MS 38804-4001 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Travis Mathews Phone: 901-859-8087 Email: tmathews@axon.com Fax:	Robert Vail Phone: (662) 841-6491 Email: robert.vail@tupeloms.gov Fax:

**Quote Summary**

Program Length	62 Months
<b>TOTAL COST</b>	<b>\$1,649,604.00</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$1,649,604.00</b>

**Discount Summary**

Average Savings Per Year	\$70,538.94
<b>TOTAL SAVINGS</b>	<b>\$364,451.20</b>

**Payment Summary**

Date	Subtotal	Tax	Total
Nov 2023	\$330,000.00	\$0.00	\$330,000.00
Feb 2024	\$39,868.20	\$0.00	\$39,868.20
Oct 2024	\$89,703.45	\$0.00	\$89,703.45
Nov 2024	\$230,230.50	\$0.00	\$230,230.50
Oct 2025	\$89,703.45	\$0.00	\$89,703.45
Nov 2025	\$230,230.50	\$0.00	\$230,230.50
Oct 2026	\$89,703.45	\$0.00	\$89,703.45



APPROVED 11-7-2023  
Payment Summary

797

Item # 16.

Date	Subtotal	Tax	Total
Nov 2026	\$230,230.50	\$0.00	\$230,230.50
Oct 2027	\$89,703.45	\$0.00	\$89,703.45
Nov 2027	\$230,230.50	\$0.00	\$230,230.50
Total	\$1,649,604.00	\$0.00	\$1,649,604.00



Quote Unbundled Price:

Quote List Price:

Quote Subtotal:

\$2 Item # 16.  
**\$1,991,654.20**  
**\$1,649,604.00**

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
Unlimited7+	Unlimited 7+ Bundle	85	60	\$182.05	\$193.90	\$191.67	\$977,517.00	\$0.00	\$977,517.00
Fleet3A	Fleet 3 Advanced	30	60	\$300.59	\$254.57	\$221.49	\$398,682.00	\$0.00	\$398,682.00
<b>A la Carte Hardware</b>									
H00003	AB4 1-Bay Dock Bundle	5			\$229.00	\$114.50	\$572.50	\$0.00	\$572.50
H00002	AB4 Multi Bay Dock Bundle	10			\$1,638.90	\$797.50	\$7,975.00	\$0.00	\$7,975.00
H00001	AB4 Camera Bundle	85			\$849.00	\$374.50	\$31,832.50	\$0.00	\$31,832.50
<b>A la Carte Software</b>									
100801	RECORDS OSP	85	62		\$32.66	\$0.00	\$0.00	\$0.00	\$0.00
73638	STANDARDS ACCESS LICENSE	85	62		\$9.80	\$0.00	\$0.00	\$0.00	\$0.00
100165	UNLIMITED 3RD-PARTY STORAGE	85	60		\$29.00	\$29.00	\$147,900.00	\$0.00	\$147,900.00
ProLicense	Pro License Bundle	10	60		\$39.00	\$42.25	\$25,350.00	\$0.00	\$25,350.00
<b>A la Carte Services</b>									
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
85055	AXON FULL SERVICE	1			\$26,775.00	\$26,775.00	\$26,775.00	\$0.00	\$26,775.00
73896	STANDARDS IMPLEMENTATION SERVICE	1			\$30,000.00	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00
<b>Total</b>							<b>\$1,649,604.00</b>	<b>\$0.00</b>	<b>\$1,649,604.00</b>



## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - 1 BAY DOCK	5	12/01/2023
AB4 1-Bay Dock Bundle	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	5	12/01/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	85	12/01/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	2	12/01/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	94	12/01/2023
AB4 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	94	12/01/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	10	12/01/2023
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10	12/01/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10	12/01/2023
Unlimited 7+ Bundle	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	170	12/01/2023
Unlimited 7+ Bundle	75015	SIGNAL SIDEARM KIT	85	12/01/2023
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	30	02/01/2024
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	30	02/01/2024
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	30	02/01/2024
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	30	02/01/2024
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	02/01/2024
Fleet 3 Advanced	72048	FLEET SIM INSERTION, ATT	30	02/01/2024
Unlimited 7+ Bundle	73309	AXON CAMERA REFRESH ONE	87	06/01/2026
Unlimited 7+ Bundle	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	5	06/01/2026
Unlimited 7+ Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	10	06/01/2026
Unlimited 7+ Bundle	73310	AXON CAMERA REFRESH TWO	87	12/01/2028
Unlimited 7+ Bundle	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	5	12/01/2028
Unlimited 7+ Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	10	12/01/2028
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	30	02/01/2029
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	1	02/01/2029

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	30	01/01/2024	12/31/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	10	01/01/2024	12/31/2028
Unlimited 7+ Bundle	73478	REDACTION ASSISTANT USER LICENSE	85	01/01/2024	12/31/2028
Unlimited 7+ Bundle	73618	AXON COMMUNITY REQUEST+ LICENSE	85	01/01/2024	12/31/2028
Unlimited 7+ Bundle	73680	RESPOND DEVICE PLUS LICENSE	85	01/01/2024	12/31/2028
Unlimited 7+ Bundle	73682	AUTO TAGGING LICENSE	85	01/01/2024	12/31/2028
Unlimited 7+ Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	850	01/01/2024	12/31/2028
Unlimited 7+ Bundle	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	85	01/01/2024	12/31/2028
Unlimited 7+ Bundle	73739	PERFORMANCE LICENSE	85	01/01/2024	12/31/2028
Unlimited 7+ Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	85	01/01/2024	12/31/2028
A la Carte	100165	UNLIMITED 3RD-PARTY STORAGE	85	01/01/2024	12/31/2028



**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100801	RECORDS OSP	85	01/01/2024	02/28/2029
A la Carte	73638	STANDARDS ACCESS LICENSE	85	01/01/2024	02/28/2029
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	30	03/01/2024	02/28/2029
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	30	03/01/2024	02/28/2029
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	30	03/01/2024	02/28/2029
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	60	03/01/2024	02/28/2029

**Services**

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	30
Unlimited 7+ Bundle	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	85
A la Carte	73896	STANDARDS IMPLEMENTATION SERVICE	1
A la Carte	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A la Carte	85055	AXON FULL SERVICE	1

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Unlimited 7+ Bundle	80464	EXT WARRANTY, CAMERA (TAP)	85	01/01/2024	12/31/2028
Unlimited 7+ Bundle	80464	EXT WARRANTY, CAMERA (TAP)	2	01/01/2024	12/31/2028
Unlimited 7+ Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10	01/01/2024	12/31/2028
Unlimited 7+ Bundle	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	5	01/01/2024	12/31/2028
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	30	02/01/2025	02/28/2029
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	30	02/01/2025	02/28/2029
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	02/01/2025	02/28/2029



APPROVED 11-7-2023  
Payment Details

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Nov 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware	H00001	AB4 Camera Bundle	85	\$31,832.50	\$0.00	\$31,832.50
Upfront Hardware	H00002	AB4 Multi Bay Dock Bundle	10	\$7,975.00	\$0.00	\$7,975.00
Upfront Hardware	H00003	AB4 1-Bay Dock Bundle	5	\$572.50	\$0.00	\$572.50
Upfront Hardware	Unlimited7+	Unlimited 7+ Bundle	85	\$11,363.65	\$0.00	\$11,363.65
Year 1	100165	UNLIMITED 3RD-PARTY STORAGE	85	\$34,318.59	\$0.00	\$34,318.59
Year 1	100801	RECORDS OSP	85	\$0.00	\$0.00	\$0.00
Year 1	73896	STANDARDS IMPLEMENTATION SERVICE	1	\$6,961.18	\$0.00	\$6,961.18
Year 1	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$696.12	\$0.00	\$696.12
Year 1	85055	AXON FULL SERVICE	1	\$6,212.85	\$0.00	\$6,212.85
Year 1	ProLicense	Pro License Bundle	10	\$5,882.19	\$0.00	\$5,882.19
Year 1	Unlimited7+	Unlimited 7+ Bundle	85	\$224,185.42	\$0.00	\$224,185.42
<b>Total</b>				<b>\$330,000.00</b>	<b>\$0.00</b>	<b>\$330,000.00</b>

Jan 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	73638	STANDARDS ACCESS LICENSE	85	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Feb 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	Fleet3A	Fleet 3 Advanced	30	\$39,868.20	\$0.00	\$39,868.20
<b>Total</b>				<b>\$39,868.20</b>	<b>\$0.00</b>	<b>\$39,868.20</b>

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	Fleet3A	Fleet 3 Advanced	30	\$89,703.45	\$0.00	\$89,703.45
<b>Total</b>				<b>\$89,703.45</b>	<b>\$0.00</b>	<b>\$89,703.45</b>

Nov 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100165	UNLIMITED 3RD-PARTY STORAGE	85	\$28,395.35	\$0.00	\$28,395.35
Year 2	100801	RECORDS OSP	85	\$0.00	\$0.00	\$0.00
Year 2	73896	STANDARDS IMPLEMENTATION SERVICE	1	\$5,759.71	\$0.00	\$5,759.71
Year 2	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$575.97	\$0.00	\$575.97
Year 2	85055	AXON FULL SERVICE	1	\$5,140.54	\$0.00	\$5,140.54
Year 2	ProLicense	Pro License Bundle	10	\$4,866.95	\$0.00	\$4,866.95
Year 2	Unlimited7+	Unlimited 7+ Bundle	85	\$185,491.98	\$0.00	\$185,491.98
<b>Total</b>				<b>\$230,230.50</b>	<b>\$0.00</b>	<b>\$230,230.50</b>



**Oct 2025**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	Fleet3A	Fleet 3 Advanced	30	\$89,703.45	\$0.00	\$89,703.45
<b>Total</b>				<b>\$89,703.45</b>	<b>\$0.00</b>	<b>\$89,703.45</b>

**Nov 2025**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100165	UNLIMITED 3RD-PARTY STORAGE	85	\$28,395.35	\$0.00	\$28,395.35
Year 3	100801	RECORDS OSP	85	\$0.00	\$0.00	\$0.00
Year 3	73896	STANDARDS IMPLEMENTATION SERVICE	1	\$5,759.71	\$0.00	\$5,759.71
Year 3	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$575.97	\$0.00	\$575.97
Year 3	85055	AXON FULL SERVICE	1	\$5,140.54	\$0.00	\$5,140.54
Year 3	ProLicense	Pro License Bundle	10	\$4,866.95	\$0.00	\$4,866.95
Year 3	Unlimited7+	Unlimited 7+ Bundle	85	\$185,491.98	\$0.00	\$185,491.98
<b>Total</b>				<b>\$230,230.50</b>	<b>\$0.00</b>	<b>\$230,230.50</b>

**Oct 2026**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	Fleet3A	Fleet 3 Advanced	30	\$89,703.45	\$0.00	\$89,703.45
<b>Total</b>				<b>\$89,703.45</b>	<b>\$0.00</b>	<b>\$89,703.45</b>

**Nov 2026**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100165	UNLIMITED 3RD-PARTY STORAGE	85	\$28,395.35	\$0.00	\$28,395.35
Year 4	100801	RECORDS OSP	85	\$0.00	\$0.00	\$0.00
Year 4	73896	STANDARDS IMPLEMENTATION SERVICE	1	\$5,759.71	\$0.00	\$5,759.71
Year 4	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$575.97	\$0.00	\$575.97
Year 4	85055	AXON FULL SERVICE	1	\$5,140.54	\$0.00	\$5,140.54
Year 4	ProLicense	Pro License Bundle	10	\$4,866.95	\$0.00	\$4,866.95
Year 4	Unlimited7+	Unlimited 7+ Bundle	85	\$185,491.98	\$0.00	\$185,491.98
<b>Total</b>				<b>\$230,230.50</b>	<b>\$0.00</b>	<b>\$230,230.50</b>

**Oct 2027**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	Fleet3A	Fleet 3 Advanced	30	\$89,703.45	\$0.00	\$89,703.45
<b>Total</b>				<b>\$89,703.45</b>	<b>\$0.00</b>	<b>\$89,703.45</b>

**Nov 2027**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100165	UNLIMITED 3RD-PARTY STORAGE	85	\$28,395.35	\$0.00	\$28,395.35
Year 5	100801	RECORDS OSP	85	\$0.00	\$0.00	\$0.00
Year 5	73896	STANDARDS IMPLEMENTATION SERVICE	1	\$5,759.71	\$0.00	\$5,759.71
Year 5	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$575.97	\$0.00	\$575.97
Year 5	85055	AXON FULL SERVICE	1	\$5,140.54	\$0.00	\$5,140.54
Year 5	ProLicense	Pro License Bundle	10	\$4,866.95	\$0.00	\$4,866.95



Item # 16.

Nov 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Unlimited7+	Unlimited 7+ Bundle	85	\$185,491.98	\$0.00	\$185,491.98
Total				\$230,230.50	\$0.00	\$230,230.50



Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACE IP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.



APPROVED 11-7-2023

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Item # 16.

Joh Q. R.

Signature

11/9/23

Date Signed

10/27/2023







## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** John Quaka, Chief  
**DATE** October 31, 2023  
**SUBJECT:** IN THE MATTER OF SURPLUSING K9 NITRO JQ

---

**Request:**

Please accept this letter of request to surplus K9 Nitro. K9 Nitro was Euthanized due to an illness.





# *All Animal Hospital*

*Sonya Bryan, D.V.M.*

*Gretchen Ganas, D.V.M.*

Gretchen Ganas, DVM

1411 Coley Rd

Tupelo, MS 38801

September 21, 2023

To Whom It May Concern:

Over the Labor Day weekend, handler Derick Scott contacted me about his K9 Nitro not acting normally. As I was out of town, we discussed possible causes of his symptoms and decided to try medication at home and if no improvement was noted, he would be seen on emergency by my colleague Dr. Sonya Bryan. The following day, Nitro was reported to be worse and was taken in to be seen.

Nitro was showing symptoms of rear leg weakness and some mild back pain initially. All blood tests were normal except for a positive Anaplasmosis antibody test. An Anaplasmosis antigen test was submitted to check for active infection and later was returned as negative. Xrays of his spine showed mild narrowing of an intervertebral disc space and Nitro was treated for probable back pain. Nitro improved significantly the next day and was discharged back to his handler on restricted duty.

On September 15<sup>th</sup>, Nitro returned to the clinic for a recheck exam and to update his vaccinations. He had returned to normal clinically and showed no further evidence of back pain. His handler was advised he could return to regular duty but be mindful of any changes in his back leg function.

On September 16<sup>th</sup>, Officer Scott called me at my home and stated that he found Nitro in his pen seizing. The seizure was not spontaneously stopping, and he was advised to bring him to the clinic for treatment. I contacted my technician on call who was already at the clinic and advised her to administer an antiseizure medication upon Nitro's arrival if I had not gotten to the clinic yet.

When I arrived at the clinic, Nitro was still in an active seizure after being given one dose of Midazolam to help stop the seizing. His temperature measured at 110 degrees, and we immediately started to attempt to cool him down. I administered 3 more doses of anti-seizure medication without results and finally gave a sedative which ultimately calmed him. Nitro was mentally unaware during this entire time. He was given multiple medications to help decrease adverse effects of such a significant hyperthermic event.

I advised Officer Scott that I believed he likely had a prolonged seizure event, which led to a significant elevation in his body temperature. Nitro had abrasions on his feet that indicated repetitive movement or paddling likely occurring during the seizure. I recommended Nitro be transferred to MSU College of Veterinary Medicine for round the clock care and further diagnostics. I warned that due to the elevated temperature, multiple body systems would be affected, and organ failure could occur. I also advised he be examined by the neurology department at the vet school to help determine the cause of the seizure.





# All Animal Hospital

*Sonya Bryan, D.V.M.*

*Gretchen Ganas, D.V.M.*

I spoke with Officer Dustin Tutor over the phone regarding the findings and Officers Scott and Uhiren contacted their superiors who approved transfer to MSU CVM. Nitro was transported with two IV catheters in place and his temperature had normalized before transfer. I was informed after he arrived at MSU that Nitro was euthanized due to his poor prognosis and the cost associated with treatment.

I am unable to give a definitive diagnosis regarding Nitro at this time. It is my opinion that a seizure initiated the overheating versus him getting overheated and seizing due to hyperthermia. Given his illness a couple of weeks prior, it is possible that he had an underlying neurologic disorder that led to weakness and then a seizure. Possibilities of neurologic disorders could include neoplasia, meningitis, or blood clots. Due to his quick response to the initial medical therapy, it is less likely that these two events were related. Nitro was also at the age that we typically see epilepsy symptoms develop. There are no symptoms of epilepsy prior to their first seizure so there would be no way to predict a seizure.

Nitro was one of my favorite K9s to work with and I am extremely sad over his sudden passing. His handler was very diligent in making sure he was performing well and was healthy, as are all officers in the K9 Unit. I know Nitro's loss was an emotional blow to the entire department. If I can answer any questions regarding Nitro, please do not hesitate to contact me.

Respectfully,

*Gretchen Ganas, DVM*

Gretchen Ganas DVM



APPROVED 11-7-2023

Item # 18.

## CONTRACT CHANGE ORDER

DATE: 10/23/23 CHANGE ORDER NO. 1

CONTRACT FOR: City Park Drainage Improvements

PROJECT NO.: Project No. 2023-028PW

OWNER: City of Tupelo, MS

CONTRACTOR: Hodges Construction Company, Inc.

You are hereby requested to comply with the following changes from the contract plans and specifications:

DESCRIPTION OF CHANGES							ORIG Contract Price Per Item	Change Order Contract Price Per Item
ITEM	DESCRIPTION	UNIT	ORIG UNIT PRICE	ORIG. QNTY.	C.O. UNIT PRICE	C.O. QNTY		
24	Irrigation System Repairs	LS	\$10,000.00	1	\$15,000.00	1	\$10,000.00	\$15,000.00
25	Electric System Improvements	LS			\$16,500.00	1	\$0.00	\$16,500.00
TOTALS							\$10,000.00	\$31,500.00
NET CHANGE IN CONTRACT PRICE							\$21,500.00	

## JUSTIFICATION FOR CHANGES:

This change order is necessary to revise original contract quantities and add one new pay item as necessary to address changes / additions based on field conditions with respect to irrigation and electrical lighting components for Andy Reese field within the City Park project area.

Original Contract Price: \$ 317,693.75

Previous Change Order(s) Amount: \$

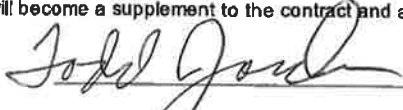
The amount of the Contract will be INCREASED by the Sum Of: Dollars \$ 21,500.00

The Contract Total Including this and previous Change Orders Will Be: Dollars \$ 339,193.75

The Contract Period for Completion Will Be (Increased) (Decreased) (Unchanged) 30 Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Accepted



(Owner)

(Date)

Recommended



(Owner's Architect/Engineer)

11-16-23

(Date)

Accepted



(Contractor)

11/16/23

(Date)





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Alex Farned, Director of Parks and Recreation

**DATE** December 9, 2022

**SUBJECT:** IN THE MATTER OF TUPELO SPORTS COUNCIL DONATING FUNDS TO  
THE CITY OF TUPELO **AF**

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**Request:**

The Tupelo Sports Council would like to donate \$10,500 for the purchase of a golf cart.





## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Neal McCoy, Project Manager  
**DATE** November 3, 2023  
**SUBJECT:** IN THE MATTER OF 3 PLEX PARKING LOT IMPROVEMENT

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**Request:**

Approval of bid for 3 Plex Parking Lot Improvement.





October 30<sup>th</sup>, 2023

Mr. Neal McCoy, Projects Manager  
City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

**RE: City of Tupelo, Department of Parks and Recreation –  
Ballard Park 3-Plex Parking Improvements**

Dear Mr. Farned:

Bids were received October 26<sup>th</sup>, 2023, on the above-noted project. The apparent low bidder for this project is Falcon Contracting Company, LLC with a Base Bid of One Hundred, Ninety Eight Thousand, Seven Hundred and Five Dollars, \$198,705.00, for a Total Bid of \$198,705.00.

After discussions with yourself and key representatives from the low bidder, it is my recommendation to accept the Base Bid from Falcon Contracting Company, LLC based upon their submitted proposal for the **Total Bid amount of \$198,705.00.**

If you have any questions or concerns, please feel free to give me a call at (662) 432-4146.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shipman Sloan', is written over a light blue horizontal line.

Shipman Sloan, PLA

pc: Alex Farned, Director of Parks and Recreation; Don Lewis, COO; Traci Dillard, Finance; Missy Shelton, Council Clerk  
File PN: 23065.00, CBN: 2023-047PR



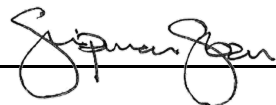
PN: 23065.00  
CBN: 2023-047PR

City of Tupelo, MS- Department of Parks and Recreation  
Ballard Park 3-Plex Parking Improvements

Opening Date: 10/26/2023  
Opening Time: 10:00 a.m.

Contractor:	Cook & Sons Construction LLC	Falcon Contracting Company, LLC	Gregory Companies LLC dba Murphree Paving	J.M. Duncan, Inc.	James A. Hodges Construction Co.
Certificate of Responsibility	22593-MC	05973-MC		16029-MC	13510-MC
Surety Company	The Gray Casualty & Surety Company	Fidelity and Deposit Company of Maryland		Western Surety Company	The Gray Casualty & Surety Company
Addendum Acknowledged	YES	YES		YES	YES
Base Bid:	\$582,079.58	\$198,705.00		\$265,000.00	\$199,800.00

Contractor:	Patton Construction, LLC	Phillips Contracting Co. Inc.			
Certificate of Responsibility					
Surety Company					
Addendum Acknowledged					
Base Bid:					

Certified Correct By: 



## Ballard Park 3-Plex Parking Improvements

**October 26, 2023, at 10:00 a.m.**

## Bid Opening Sign-In Form

Name/Company Name:

Address:

Phone #:

Fax #:

Email Address:

*[Handwritten signature]*

601416 Seminole Rd.

Smithville, Mo. 38870

662-825-2507

bthompson@cookendson.net

Brady Thompson Cook & Son

Michael Cantrell Cook & Son

↑                      ↑

662-315-5052 m cantrell@cookandson.com

# FALCON CONTRACTING

145 CDF BLVD STANNON, MS 962-891-2243

LUKE.KELLY@FALCON

Mack Beane Hodges

662-871-1994

Beane mack 75@gmail.com

Randle Boyd Jm Duncan

662-587-4355

rboyd.jmd@yahoo.com

17 Mac, Sullard cot

Buy fegan

~~Signature~~

ben.legan@tupeloms.gov

Stephen M. Reed



P. N. 23065.00  
C.B.N 2023-047PR

Sloan Landscape Architecture, LLC

09/25/2023

**SECTION 00 42 00 PROPOSAL FORM**  
(Submit in Duplicate)

**Bidder's Name:** Cook and Son, LLC

**Address:** 60146 Seminole Rd.  
Smithville, MS. 38870

**Date:** 10/25/2023

**Project Owner:** City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

**Project Name:** Ballard Park 3-Plex Parking Improvements

Having carefully examined the Contract Documents and all addenda for the referenced Project, as well as the premises and conditions affecting the work, I, the undersigned, propose to furnish all labor, materials, and services required by the Contract Documents in accordance with the conditions of said Contract Documents for the sums set forth below:

**Base Bid:** Five Hundred Eighty Two Thousand Seventy Nine Dollars  
and Fifty Eight Cents (\$ 582,079.58 ).

I (We) agree to hold our bid open for acceptance for **Sixty (60) calendar days** from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in **Sixty (60) Calendar Days**, subject to the terms and conditions of the Contract.

By signing this letter, Cook and Son, LLC (insert company name) is certifying that neither Cook and Son, LLC (insert company name) nor any potential subcontractors are debarred or suspended or are otherwise excluded or ineligible for participation in Federal Assistance Programs.

The attached Non-Collusive Form must also be completed, notarized and included when submitting this Proposal. Any requested information not submitted may cause Proposal to be rejected.

**Liquidated Damages:**

For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; **\$500.00 per calendar day. NO EXTENSIONS WILL BE ALLOWED**

As required by Section 00 21 13 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall



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Sloan Landscape Architecture, LLC

09/25/2023

become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

**Addendum Receipt:**

The receipt of the following Addenda to the Bidding Documents is hereby acknowledged:

Addendum No.: <u>1</u>	Dated: <u>10/26/2023</u>
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____

**List of Suppliers and Sub-Contractors:**

The low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds \$50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 00 22 13, Paragraph 5.2.5:



**ADDENDUM NO. 1**

**PROJECT:** City of Tupelo, MS, Department of Parks and Recreation  
Ballard Park 3-Plex Parking Improvements  
PN: 23065.00  
CBN: 2023-047PR

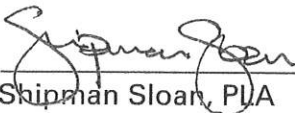
**CONTACT:** Sloan Landscape Architecture, LLC  
P O Box 311  
Tupelo, MS 38802  
*shipmansloan@gmail.com*

This **Addendum No. 1**, dated **October 20, 2023**, supersedes and takes precedence over the plans and specifications for the above referenced project, which shall remain in full force and effect, except as herein modified.

**DRAWINGS:****1. REF SHEET L2.0**

- A. Contractor shall install a 2" electrical conduit from the center point of the proposed southeast parking lot island to the center point of the proposed northwest parking lot island and then to the existing overhead power pole located to the west of the entry drive located in the northwest of the proposed parking lot. The conduit length shall be approximately 325' and is to be trenched to a minimum depth of 18 inches. The trench is to be backfilled and compacted in a manner suitable for asphalt pavement placement.

Total pages this addendum: 1

By:   
Shipman Sloan, PLLA

  
Signature

  
Name of Company



P. N. 23065.00  
C.B.N 2023-047PR

Sloan Landscape Architecture, LLC

09/25/2023

**AFFIDAVIT**


*(Prime Bidder shall include this form, completed, with his bid)*

State of: MS

County of: Lee

Kenneth M Cook, being first duly sworn, deposes and says:

That he or she is owner/managing member the party making the (a partner or officer of the firm of, etc.) foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Tupelo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:   
Bidder, if the bidder is an individual:

\_\_\_\_\_  
Partner, if the bidder is partnership

\_\_\_\_\_  
Officer, if the bidder is a corporation:

Subscribed and sworn to before me the 24 day of Oct, 2023

Kendyll Donahue

My commission expires 11-11-27

★ STATE OF MISSISSIPPI ★  
KENDYLL DONAHUE, NOTARY PUBLIC  
LEE COUNTY  
MY COMMISSION EXPIRES NOVEMBER 11, 2027  
COMMISSION NUMBER 158794



P. N. 23065.00  
C.B.N 2023-047PR

Sloan Landscape Architecture, LLC

09/25/2023

## SECTION 004516 – BIDDER'S QUALIFICATIONS

### QUALIFICATION FORM

As part of their bid, the contractor is required to submit this form. Submission of this form does not constitute qualification. Qualification may be denied for any reasons the Owner deems necessary for the successful completion of the project. In the Owner's absolute discretion, if the prior work of the contractor is deemed unacceptable or if false information is provided, the contractor will be declared a non-responsive bidder.

### PRIOR PROJECT QUESTIONNAIRE

In the past 10 (ten) years has the contractor proposed changes to a project to increase the project cost with the request being unapproved?

YES ☐ or NO ☒

In the past 10 (ten) years has the owner or owner's representative given the contractor a notice of default?

YES ☐ or NO ☒

In the past 10 (ten) years has an assessment of liquidated damages on a project been made against the contractor?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor been accused of submitting pay application request for materials not installed?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor been accused of deviating from contract documents without following proper procedures required by contract documents?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor failed to provide a project schedule as required by contract documents?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor excluded materials and workmanship from project warranties?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor included wording in closeout documents that contradict warranty requirements specified in contract documents?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor had a verbal altercation with a project owner or owner's representative?

YES ☐ or NO ☒

END OF SECTION 004516



**BID BOND****The Gray Casualty & Surety Company****CONTRACTOR:***(Name, legal status and address)*

Cook & Son, LLC  
 60146 Seminole Rd.  
 Smithville, MS 38870

**OWNER:***(Name, legal status and address)*

City of Tupelo - Department of Parks and Recreation  
 71 East Troy Street  
 Tupelo, MS 38804

**SURETY:***(Name, legal status and principal place of business)*

The Gray Casualty & Surety Company  
 1225 West Causeway Approach  
 Mandeville, LA 70471

**BOND AMOUNT:** 5% of Bid**PROJECT:***(Name, location or address, and Project number, if any)*

City of Tupelo-Department of Parks and Recreation  
 Ballard Park 3-Plex Parking Improvements, Tupelo, MS

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.



Signed and sealed this 26th day of October, 2023.

Kendylle Donahue  
(Witness)

Cook & Son, LLC

Kentley A  
(Principal) (Seal)  
Owner / Managing Member  
(Title)

The Gray Casualty & Surety Company

Kyle Chandler IV  
(Surety) (Seal)

Danielle Marshall  
(Witness)

Attorney in Fact  
(Title)



**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY****GENERAL POWER OF ATTORNEY****Bond Number:** NA**Principal:** Cook & Son, LLC**Project:** Ballard Park 3-Plex Parking Improvements, Tupelo, MS

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Kyle Chandler IV, Kyle Chandler III, Cecil R. Vaughn, Jr. Brandt C. Galloway, and Steve Swedenburg of Columbus, Mississippi jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4<sup>th</sup> day of November, 2022.



By:

Michael T. Gray  
President  
The Gray Insurance Company

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28<sup>th</sup> day of October, 2023.

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28<sup>th</sup> day of October, 2023.





P. N. 23065.00  
C.B.N 2023-047PR

Sloan Landscape Architecture, LLC

09/25/2023

# SECTION 00 42 00 PROPOSAL FORM

(Submit in Duplicate)

Bidder's Name: Falcon Contracting Co. Inc

Address: PO Box 7530  
Columbus, MS 39705

Date: 10-26-23

Project Owner: City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

Project Name: Ballard Park 3-Plex Parking Improvements

Having carefully examined the Contract Documents and all addenda for the referenced Project, as well as the premises and conditions affecting the work, I, the undersigned, propose to furnish all labor, materials, and services required by the Contract Documents in accordance with the conditions of said Contract Documents for the sums set forth below:

Base Bid: One hundred & ninety-eight thousand,  
seven hundred and five<sup>00</sup>/<sub>100</sub> dollars (\$ 198,705.00).

I (We) agree to hold our bid open for acceptance for **Sixty (60) calendar days** from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in **Sixty (60) Calendar Days**, subject to the terms and conditions of the Contract.

By signing this letter, Falcon Contracting Co. Inc (insert company name) is certifying that neither Falcon Contracting Co. Inc (insert company name) nor any potential subcontractors are debarred or suspended or are otherwise excluded or ineligible for participation in Federal Assistance Programs.

The attached Non-Collusive Form must also be completed, notarized and included when submitting this Proposal. Any requested information not submitted may cause Proposal to be rejected.

## Liquidated Damages:

For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; **\$500.00 per calendar day**. NO EXTENSIONS WILL BE ALLOWED

As required by Section 00 21 13 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall



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Sloan Landscape Architecture, LLC

09/25/2023

become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

**Addendum Receipt:**

The receipt of the following Addenda to the Bidding Documents is hereby acknowledged:

Addendum No.: <u>1</u>	Dated: <u>10-20-23</u>
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____

**List of Suppliers and Sub-Contractors:**

The low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds \$50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 00 22 13, Paragraph 5.2.5:



**ADDENDUM NO. 1**

**PROJECT:** City of Tupelo, MS, Department of Parks and Recreation  
Ballard Park 3-Plex Parking Improvements  
PN: 23065.00  
CBN: 2023-047PR

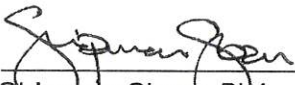
**CONTACT:** Sloan Landscape Architecture, LLC  
P O Box 311  
Tupelo, MS 38802  
*shipmansloan@gmail.com*

This **Addendum No. 1**, dated **October 20, 2023**, supersedes and takes precedence over the plans and specifications for the above referenced project, which shall remain in full force and effect, except as herein modified.

**DRAWINGS:****1. REF SHEET L2.0**

- A. Contractor shall install a 2" electrical conduit from the center point of the proposed southeast parking lot island to the center point of the proposed northwest parking lot island and then to the existing overhead power pole located to the west of the entry drive located in the northwest of the proposed parking lot. The conduit length shall be approximately 325' and is to be trenched to a minimum depth of 18 inches. The trench is to be backfilled and compacted in a manner suitable for asphalt pavement placement.

Total pages this addendum: 1

By:   
Shipman Sloan, PUA

  
Signature

  
Name of Company



P. N. 23065.00  
C.B.N 2023-047PR

Sloan Landscape Architecture, LLC

09/25/2023

**(complete if a corporation)**

Our Corporation is chartered under the laws of the State of Mississippi, and the names, titles and business addresses of the principal officers are as follows (non-residents Bidders see Section 00 21 13, Paragraph 1.5):

Name	Address (City, State Zip)	Title
Will Swedenburg	319 Park Creek Dr. Columbus, MS	Director, Pres
Doug Phillips	319 Park Creek Dr. Columbus, MS	Director, Sec
Robert Moore	319 Park Creek Dr. Columbus, MS	Vice President
Tony Gray Jr.	319 Park Creek Dr. Columbus, MS	Vice President

**(complete if in if a partnership)**

Our Partnership is composed of the following individuals:

Name	Address (City, State Zip)	Title

**Notice of Acceptance of Our Bid May Be Delivered To:**

Company Name: Falcon Contracting Co. Inc  
 Address: PO Box 7530 Columbus, MS 39705  
 Email Address: drew@falconcontracting.com Fax Number: 662-329-3291

Signed: 

Title: Vice President

Certificate of Responsibility Number: 05973 - ML



P. N. 23065.00  
C.B.N 2023-047PR

Sloan Landscape Architecture, LLC

09/25/2023

**Directions for Mailing:**

Submit bid papers in sealed envelope marked as indicated in the Instructions to Bidders, inserted in opaque sealed envelope marked as follows:

**Address To:** City of Tupelo  
City Hall - 1<sup>st</sup> Floor - Tax Office  
Attn: Mrs. Traci Dillard  
71 East Troy Street  
Tupelo, MS 38804

**Project Name:** Ballard Park 3-Plex Parking Improvements  
to be opened at **10:00 am on Thursday October 26th, 2023.**



[illegible]

# PROPOSAL FORM

## APPENDIX O



P. N. 23065.00  
C.B.N 2023-047PR

Sloan Landscape Architecture, LLC

09/25/2023

### AFFIDAVIT

(Prime Bidder shall include this form, completed, with his bid)

State of: Mississippi

County of: Lowndes

Robert Moore, being first duly sworn, deposes and says:

That he or she is Vice President the party making the (a partner or officer of the firm of, etc.) foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Tupelo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of: \_\_\_\_\_  
Bidder, if the bidder is an individual:

\_\_\_\_\_  
Partner, if the bidder is partnership

RLA  
\_\_\_\_\_  
Officer, if the bidder is a corporation:

Subscribed and sworn to before me the 25<sup>th</sup> day of October, 2023

Kim Gibson

My commission expires May 25, 2025





P. N. 23065.00  
C.B.N 2023-047PR

Sloan Landscape Architecture, LLC

09/25/2023

## SECTION 004516 – BIDDER'S QUALIFICATIONS

### QUALIFICATION FORM

As part of their bid, the contractor is required to submit this form. Submission of this form does not constitute qualification. Qualification may be denied for any reasons the Owner deems necessary for the successful completion of the project. In the Owner's absolute discretion, if the prior work of the contractor is deemed unacceptable or if false information is provided, the contractor will be declared a non-responsive bidder.

### PRIOR PROJECT QUESTIONNAIRE

In the past 10 (ten) years has the contractor proposed changes to a project to increase the project cost with the request being unapproved?

YES ☐ or NO ☒

In the past 10 (ten) years has the owner or owner's representative given the contractor a notice of default?

YES ☐ or NO ☒

In the past 10 (ten) years has an assessment of liquidated damages on a project been made against the contractor?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor been accused of submitting pay application request for materials not installed?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor been accused of deviating from contract documents without following proper procedures required by contract documents?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor failed to provide a project schedule as required by contract documents?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor excluded materials and workmanship from project warranties?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor included wording in closeout documents that contradict warranty requirements specified in contract documents?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor had a verbal altercation with a project owner or owner's representative?

YES ☐ or NO ☒

END OF SECTION 004516

BIDDER'S QUALIFICATIONS

004516



P. N. 23065.00  
C.B.N 2023-047PR

Sloan Landscape Architecture, LLC

09/25/2023

## **SECTION 005200 AGREEMENT FORM**

### **1.01 DESCRIPTION**

- A. The Owner will use AIA Document A101, 2017 Edition, Standard Form of Agreement Between Owner and Contractor, where basis for Payment is a Stipulated Sum as a part of the Contract Documents.
- B. A copy of this document is on file at the Landscape Architect's office. All Bidders shall read and understand the referenced document.

**END OF SECTION 005200**



**SECTION 007200 GENERAL CONDITIONS NOTICE****1.01 DESCRIPTION**

- A. The General Conditions of the Contract for Construction, AIA Document A201 - 2007 of the American Institute of Architects, as revised at Section 00 22 13, if not bound in this volume are incorporated by reference as though fully written herein.
- B. Contractors are presumed to be familiar with this document. A copy may be obtained from the Architect or examined in his office.
- C. All persons intending to provide goods or services in connection with this work are required to read and understand the referenced document prior to proceeding.
- D. See Section 00 22 13 - Supplementary Conditions. In the event of a conflict between the General Conditions of the Contract for Construction, AIA Document A201 - 2007 and Section 00 22 13, Section 00 22 13 shall control even if the conflicting provision in the General Conditions of the Contract for Construction, AIA Document A201 - 2007 is not expressly deleted or revised by reference in Section 00 22 13.

**END OF SECTION 007200**



# BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Falcon Contracting Co., Inc.

P.O. Box 7530 Columbus, MS 39705

as Principal, hereinafter called the Principal, and

Fidelity and Deposit Company of Maryland

1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Tupelo - Department of Parks and Recreation

71 East Troy Street Tupelo, MS 38804

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% )

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Ballard Park 3-Plex Parking Improvements, Project Number 23065.00, City of Tupelo Bid Number 2023-047PR, Tupelo, Mississippi

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this 26th day of October A.D. 2023

Falcon Contracting Co., Inc.

(Principal)

(Seal)

By: [Signature]

(Title)

president

Fidelity and Deposit Company of Maryland

(Surety)

By: [Signature]

Peggy L. Jackson

(Attorney-in-Fact)



[Signature]  
Braxton Brumfield

(Witness)



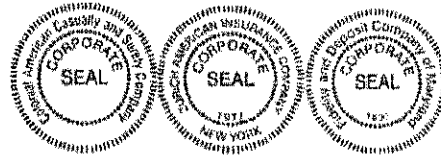
Obligee: City of Tupelo - Department of Parks and Recreation

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Peggy L. Jackson**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York. New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of October, A.D. 2023.



**ATTEST:**  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray  
Vice President

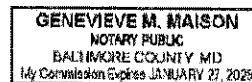
By: Dawn E. Brown  
Secretary

State of Maryland  
County of Baltimore

On this 10th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790



# EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 26th day of October, 2023,



*MJ Pethick*

By: Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reports@claims@zurichna.com](mailto:reports@claims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790



Proposal From:

J.M. Duncan INC.  
P.O. Box 1355  
Ripley, MS 38663

Proposal To:

City of Tupelo, Department of Parks and Recreation  
Tupelo City Hall – 1<sup>st</sup> Floor – Tax Office  
Attn: Mrs. Traci Dillard  
71 East Troy Street  
Tupelo, MS 38804

Bid For:

Ballard Park 3-Plex Parking Improvements, Tupelo, MS

Project No.:

23065.00

City of Tupelo Bid No.:

2023-047PR

Proposal Date:

October 26th, 2023 @ 10:00 AM

C.O.R. #:

16029-MC



**Project Manual for:**  
**City of Tupelo, Department  
of Parks and Recreation**  
**Ballard Park 3-Plex Parking  
Improvements**

**Project Number 23065.00**

**City of Tupelo Bid Number 2023-047PR**

**Tupelo, Mississippi**

**Issue Date: September 25<sup>th</sup>, 2023**

**Bid Date: October 26<sup>th</sup>, 2023**



301 West Main Street, Suite 2  
Tupelo, Mississippi 38804  
P O Box 311 (38802)  
Ph: 662.432.4156  
Fax: 662.432.4160

Set Number:



## ADDENDUM NO. 1

**PROJECT:** City of Tupelo, MS, Department of Parks and Recreation  
 Ballard Park 3-Plex Parking Improvements  
 PN: 23065.00  
 CBN: 2023-047PR

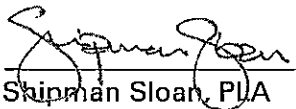
**CONTACT:** Sloan Landscape Architecture, LLC  
 P O Box 311  
 Tupelo, MS 38802  
*shipmansloan@gmail.com*


This **Addendum No. 1**, dated **October 20, 2023**, supersedes and takes precedence over the plans and specifications for the above referenced project, which shall remain in full force and effect, except as herein modified.

**DRAWINGS:****1. REF SHEET L2.0**

- A. Contractor shall install a 2" electrical conduit from the center point of the proposed southeast parking lot island to the center point of the proposed northwest parking lot island and then to the existing overhead power pole located to the west of the entry drive located in the northwest of the proposed parking lot. The conduit length shall be approximately 325' and is to be trenched to a minimum depth of 18 inches. The trench is to be backfilled and compacted in a manner suitable for asphalt pavement placement.

Total pages this addendum: 1

By:   
 Shipman Sloan, PIA

  
 Signature

*J. M. Duncan, Inc.*  
 Name of Company



P. N. 23065.00  
C.B.N 2023-047PR

Sloan Landscape Architecture, LLC

09/25/2023

**SECTION 00 42 00 PROPOSAL FORM**  
(Submit in Duplicate)

Bidder's Name: J.M. Duncan Inc.  
Address: P.O. Box 1355  
Ripley, MS 38663  
Date: 10-26-23

**Project Owner:** City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

**Project Name:** Ballard Park 3-Plex Parking Improvements

Having carefully examined the Contract Documents and all addenda for the referenced Project, as well as the premises and conditions affecting the work, I, the undersigned, propose to furnish all labor, materials, and services required by the Contract Documents in accordance with the conditions of said Contract Documents for the sums set forth below:

Base Bid: Two hundred Sixty Five Thousand Dollars  
and Zero Cents (\$ 265,000.00).

I (We) agree to hold our bid open for acceptance for **Sixty (60) calendar days** from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in **Sixty (60) Calendar Days**, subject to the terms and conditions of the Contract.

By signing this letter, J.M. Duncan Inc. (insert company name) is certifying that neither J.M. Duncan Inc. (insert company name) nor any potential subcontractors are debarred or suspended or are otherwise excluded or ineligible for participation in Federal Assistance Programs.

The attached Non-Collusive Form must also be completed, notarized and included when submitting this Proposal. Any requested information not submitted may cause Proposal to be rejected.

**Liquidated Damages:**

For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; **\$500.00 per calendar day**. NO EXTENSIONS WILL BE ALLOWED

As required by Section 00 21 13 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall



P. N. 23065.00  
C.B.N 2023-047PR

Sloan Landscape Architecture, LLC

09/25/2023

become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

**Addendum Receipt:**

The receipt of the following Addenda to the Bidding Documents is hereby acknowledged:

Addendum No.: <u>1</u>	Dated: <u>10-20-23</u>
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____

**List of Suppliers and Sub-Contractors:**

The low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds \$50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 00 22 13, Paragraph 5.2.5:



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C.B.N 2023-047PR

Sloan Landscape Architecture, LLC

09/25/2023

**(complete if a corporation)**

Our Corporation is chartered under the laws of the State of Mississippi, and the names, titles and business addresses of the principal officers are as follows (non- residents Bidders see Section 00 21 13, Paragraph 1.5):

Name	Address (City, State Zip)	Title
MATT DUNCAN	PO Box 1355, Ripley, MS 38663	President
Robbie Sides	PO Box 1355, Ripley, MS 38663	Secretary

**(complete if in if a partnership)**

Our Partnership is composed of the following individuals:

Name	Address (City, State Zip)	Title

Notice of Acceptance of Our Bid May Be Delivered To:

Company Name: J.M. Duncan Inc.

Address: P.O. Box 1355, Ripley, MS 38663

Email Address: jmduncaninc@yahoo.com Fax Number: 662-993-8579

Signed: \_\_\_\_\_

*Matt*

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

PRESIDENT

Certificate of Responsibility Number: \_\_\_\_\_

16029-MC





P. N. 23065.00  
C.B.N 2023-047PR

Sloan Landscape Architecture, LLC

09/25/2023

**Directions for Mailing:**

Submit bid papers in sealed envelope marked as indicated in the Instructions to Bidders, inserted in opaque sealed envelope marked as follows:

**Address To:** City of Tupelo  
City Hall - 1<sup>st</sup> Floor - Tax Office  
Attn: Mrs. Traci Dillard  
71 East Troy Street  
Tupelo, MS 38804

**Project Name:** Ballard Park 3-Plex Parking Improvements  
to be opened at **10:00 am on Thursday October 26th, 2023.**



P. N. 23065.00  
C.B.N 2023-047PR

Sloan Landscape Architecture, LLC

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**Subcontractor and Supplier List:**[illegible]

**Form of Non-Collusive Affidavit:**



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C.B.N 2023-047PR

Sloan Landscape Architecture, LLC

09/25/2023

**AFFIDAVIT**

*(Prime Bidder shall include this form, completed, with his bid)*

State of: Mississippi

County of: Tippah

MATT DUNCAN, being first duly sworn, deposes and says:

That he or she is MATT DUNCAN the party making the (a partner or officer of the firm of, etc.) foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Tupelo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of: \_\_\_\_\_  
Bidder, if the bidder is an individual:

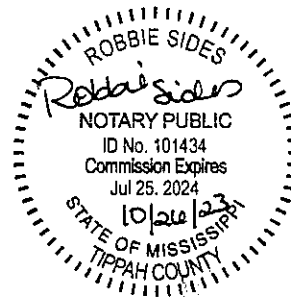
\_\_\_\_\_  
Partner, if the bidder is partnership

Matt  
Officer, if the bidder is a corporation:

Subscribed and sworn to before me the 26<sup>th</sup> day of October, 2023

Robbie Sides

My commission expires July 25, 2024





P. N. 23065.00  
C.B.N 2023-047PR

Sloan Landscape Architecture, LLC

09/25/2023

## **SECTION 004516 – BIDDER'S QUALIFICATIONS**

### **QUALIFICATION FORM**

As part of their bid, the contractor is required to submit this form. Submission of this form does not constitute qualification. Qualification may be denied for any reasons the Owner deems necessary for the successful completion of the project. In the Owner's absolute discretion, if the prior work of the contractor is deemed unacceptable or if false information is provided, the contractor will be declared a non-responsive bidder.

### **PRIOR PROJECT QUESTIONNAIRE**

In the past 10 (ten) years has the contractor proposed changes to a project to increase the project cost with the request being unapproved?

YES ☐ or NO ☒

In the past 10 (ten) years has the owner or owner's representative given the contractor a notice of default?

YES ☐ or NO ☒

In the past 10 (ten) years has an assessment of liquidated damages on a project been made against the contractor?

YES ☒ or NO ☐

In the past 10 (ten) years has the contractor been accused of submitting pay application request for materials not installed?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor been accused of deviating from contract documents without following proper procedures required by contract documents?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor failed to provide a project schedule as required by contract documents?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor excluded materials and workmanship from project warranties?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor included wording in closeout documents that contradict warranty requirements specified in contract documents?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor had a verbal altercation with a project owner or owner's representative?

YES ☐ or NO ☒

**END OF SECTION 004516**

BIDDER'S QUALIFICATIONS

004516





AIA Document A310

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that **J. M. Duncan, Inc.**

as Principal, hereinafter called the Principal and **Western Surety Company**

a corporation duly organized under the laws of the State of **South Dakota**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Tupelo, Department of Parks and Recreation, 71 East Troy Street, Tupelo, MS 38804**

as Obligee, hereinafter called the Obligee, in the sum of **Five percent of amount bid**

Dollars(\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Ballard Park 3-Plex Parking Improvements City of Tupelo, MS – Project No. 23065.00, Tupelo Bid No. 2023-047PR**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **26th** day of

**October**, 2023

*Raulee Boyl*  
(Witness)

**J. M. Duncan, Inc.**

{

*[Signature]*  
(Principal)

PRESIDENT  
(Title)

(Seal)

*Nicole Lovett*  
(Witness)

**Nicole Lovett**

**Western Surety Company**

{

*[Signature]* (Surety)

*[Signature]* (Title)  
**Cooper W. Permenter, Attorney-in-fact**

(Seal)



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Mark E Harris, Keith W Brown, Tona J Hunter, W W Jones II, Joseph Madden III, Cooper W Permenter, Richard L Powell, Ric Stallings, Individually**

of Memphis, TN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of June, 2021.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha }

ss

On this 14th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26th day of October, 2023.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



**Authorizing By-Law****ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



**SECTION 00 42 00 PROPOSAL FORM**

(Submit in Duplicate)

**Bidder's Name:** James A. Hodges Construction, Inc.

**Address:** 1281A CR 811

Saltillo, MS 38866

**Date:** October 26, 2023

**Project Owner:** City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

**Project Name:** Ballard Park 3-Plex Parking Improvements

Having carefully examined the Contract Documents and all addenda for the referenced Project, as well as the premises and conditions affecting the work, I, the undersigned, propose to furnish all labor, materials, and services required by the Contract Documents in accordance with the conditions of said Contract Documents for the sums set forth below:

**Base Bid:** one hundred ninety nine thousand eight  
hundred dollars + 00/100 (\$ 199,800.00 ).

I (We) agree to hold our bid open for acceptance for **Sixty (60) calendar days** from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in **Sixty (60) Calendar Days**, subject to the terms and conditions of the Contract.

By signing this letter, James A. Hodges Construction, Inc. (insert company name) is certifying that neither James A. Hodges Construction, Inc. (insert company name) nor any potential subcontractors are debarred or suspended or are otherwise excluded or ineligible for participation in Federal Assistance Programs.

The attached Non-Collusive Form must also be completed, notarized and included when submitting this Proposal. Any requested information not submitted may cause Proposal to be rejected.

**Liquidated Damages:**

For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; **\$500.00 per calendar day. NO EXTENSIONS WILL BE ALLOWED**

As required by Section 00 21 13 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall



become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

**Addendum Receipt:**

The receipt of the following Addenda to the Bidding Documents is hereby acknowledged:

Addendum No.: <u>1</u>	Dated: <u>October 20, 2023</u>
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____

**List of Suppliers and Sub-Contractors:**

The low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds \$50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 00 22 13, Paragraph 5.2.5:



P. N. 23065.00  
C.B.N 2023-047PR

Sloan Landscape Architecture, LLC

09/25/2023

**Directions for Mailing:**

Submit bid papers in sealed envelope marked as indicated in the Instructions to Bidders, inserted in opaque sealed envelope marked as follows:

**Address To:** City of Tupelo  
City Hall - 1<sup>st</sup> Floor - Tax Office  
Attn: Mrs. Traci Dillard  
71 East Troy Street  
Tupelo, MS 38804

**Project Name:** Ballard Park 3-Plex Parking Improvements  
to be opened at **10:00 am on Thursday October 26th, 2023.**



[illegible]

# PROPOSAL FORM

## APPENDIX O

004200 - 5



**AFFIDAVIT**

*(Prime Bidder shall include this form, completed, with his bid)*

State of: MS

County of: Lee

James A. Hodges, being first duly sworn, deposes and says:

That he or she is President the party making the (a partner or officer of the firm of, etc.) foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Tupelo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of: \_\_\_\_\_  
Bidder, if the bidder is an individual:

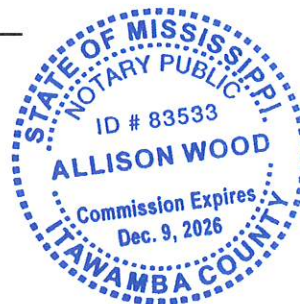
\_\_\_\_\_  
Partner, if the bidder is partnership

James A. Hodges  
\_\_\_\_\_  
Officer, if the bidder is a corporation:

Subscribed and sworn to before me the 26<sup>th</sup> day of October, 2023

Allison Wood

My commission expires December 9, 2026





**SECTION 004516 – BIDDER'S QUALIFICATIONS****QUALIFICATION FORM**

As part of their bid, the contractor is required to submit this form. Submission of this form does not constitute qualification. Qualification may be denied for any reasons the Owner deems necessary for the successful completion of the project. In the Owner's absolute discretion, if the prior work of the contractor is deemed unacceptable or if false information is provided, the contractor will be declared a non-responsive bidder.

**PRIOR PROJECT QUESTIONNAIRE**

In the past 10 (ten) years has the contractor proposed changes to a project to increase the project cost with the request being unapproved?

**YES** ☐ or **NO** ☒

In the past 10 (ten) years has the owner or owner's representative given the contractor a notice of default?

**YES** ☐ or **NO** ☒

In the past 10 (ten) years has an assessment of liquidated damages on a project been made against the contractor?

**YES** ☐ or **NO** ☒

In the past 10 (ten) years has the contractor been accused of submitting pay application request for materials not installed?

**YES** ☐ or **NO** ☒

In the past 10 (ten) years has the contractor been accused of deviating from contract documents without following proper procedures required by contract documents?

**YES** ☐ or **NO** ☒

In the past 10 (ten) years has the contractor failed to provide a project schedule as required by contract documents?

**YES** ☐ or **NO** ☒

In the past 10 (ten) years has the contractor excluded materials and workmanship from project warranties?

**YES** ☐ or **NO** ☒

In the past 10 (ten) years has the contractor included wording in closeout documents that contradict warranty requirements specified in contract documents?

**YES** ☐ or **NO** ☒

In the past 10 (ten) years has the contractor had a verbal altercation with a project owner or owner's representative?

**YES** ☐ or **NO** ☒

**END OF SECTION 004516**



855  
**THE AMERICAN INSTITUTE OF ARCHITECTS**

*AIA Document A310*  
**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, THAT WE James A. Hodges Construction Inc.

1281 A, Co Rd 811, Saltillo, MS 38866

as Principal, hereinafter called the Principal, and The Gray Casualty & Surety Company

P.O. Box 6202, Metairie, LA 70009-6202

a corporation duly organized under the laws of the State of LA

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Tupelo

71 East Troy Street, Tupelo, MS 38804

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Parking lot prep for concrete curb and gutter and asphalt paving,

Ballard Park

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 26th day of October

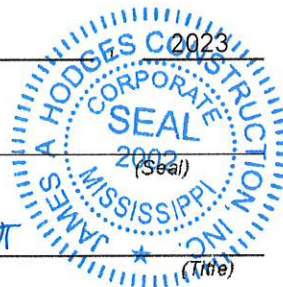
James A. Hodges Construction Inc.

(Principal)

By: [Signature]

PRESIDENT

(Title)



Robin Rodgers

(Witness)

The Gray Casualty & Surety Company

(Surety)

(Seal)

By: [Signature]

Attorney-in-Fact Fielden Mitts

(Title)



[Signature]

(Witness)



GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond  
Principal: James A. Hodges Construction Inc.  
Obligee: City of Tupelo

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Fielden Mitts

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28<sup>th</sup> day of October, 2021.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28<sup>th</sup> day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Maniguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 26<sup>th</sup> day of October, 2023.

*Mark S. Maniguno*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 26<sup>th</sup> day of October, 2023.

*Leigh Anne Henican*







# AIA® Document A101® – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the First day of November in the year Two Thousand Twenty-three  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

City of Tupelo, Mississippi  
71 East Troy Street  
Tupelo, MS 38804  
Telephone Number: 662-841-6513  
Fax Number: 662-840-2075

and the Contractor:  
(Name, legal status, address and other information)

Falcon Contracting Company, Inc.  
319 Park Creek Drive  
PO Box 7530  
Columbus, MS 39705  
Telephone Number: 662-327-2053  
Fax Number: 662-329-3291

for the following Project:  
(Name, location and detailed description)

Ballard Park 3-Plex Parking Improvements  
Ballard Park, 2629 West Main Street, Tupelo, MS 38801  
The Work includes construction of an asphalt parking lot along with curb and gutter and additional site work to improve drainage and overall function of the parking lot area

The Architect:  
(Name, legal status, address and other information)

Sloan Landscape Architecture, Limited Liability Company  
301 West Main Street  
Tupelo, MS 38804  
Telephone Number: 662-432-4156  
Fax Number: 662-432-4160

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

## § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

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## APPENDIX P

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[ ] Not later than Sixty ( 60 ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Ninety-eight Thousand Seven Hundred Five Dollars and Zero Cents (\$ 198,705.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:  
*(Identify each allowance.)*

Item	Price
Contingency Allowance #1	\$10,000.00

§ 4.4 Unit prices, if any:  
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:  
*(Insert terms and conditions for liquidated damages, if any.)*

For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; Five Hundred Dollars (\$500.00) per calendar day. No extensions will be allowed

§ 4.6 Other:  
*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

N/A

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*Handwritten signature*



## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

5% of Completed Work



§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

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**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner's representative:

*(Name, address, email address, and other information)*

Mr. Neal McCoy  
71 East Troy Street  
Tupelo, MS 38804  
Telephone Number: 662-841-6513  
Fax Number: 662-840-2075  
Mobile Number: 662-871-7748  
Email Address: nmccoy@tupelo.net

**§ 8.3** The Contractor's representative:

*(Name, address, email address, and other information)*

Mr. Robert Moore  
319 Park Creek Drive  
PO Box 7530  
Columbus, MS 39705  
Telephone Number: 662-327-2053  
Fax Number: 662-329-3291

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Mobile Number: 662-213-6692  
Email Address: drew@falconcontracting.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

#### .5 Drawings

Number	Title	Date
L0.0 – L3.0		09/25/2023

#### .6 Specifications

Section	Title	Date	Pages
All Sections		09/25/2023	All Inclusive

#### .7 Addenda, if any:

Number	Date	Pages
Addendum #1	10/20/2023	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

#### .8 Other Exhibits:

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(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Mr. Todd Jordan, Mayor, City of Tupelo  
(Printed name and title)



CONTRACTOR (Signature)

Mr. Robert Moore, Vice President - North Division  
(Printed name and title)

Falcon Contracting Co. Inc

Init.

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User Notes:

APPENDIX P

(1498311014)



## Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:20:10 ET on 11/01/2023.

### PAGE 1

**AGREEMENT** made as of the First day of November in the year Two Thousand Twenty-three

...

City of Tupelo, Mississippi  
71 East Troy Street  
Tupelo, MS 38804  
Telephone Number: 662-841-6513  
Fax Number: 662-840-2075

...

*(Name, legal status, address and other information)*

Falcon Contracting Company, Inc.  
319 Park Creek Drive  
PO Box 7530  
Columbus, MS 39705  
Telephone Number: 662-327-2053  
Fax Number: 662-329-3291

...

Ballard Park 3-Plex Parking Improvements  
Ballard Park, 2629 West Main Street, Tupelo, MS 38801  
The Work includes construction of an asphalt parking lot along with curb and gutter and additional site work to improve drainage and overall function of the parking lot area

...

Sloan Landscape Architecture, Limited Liability Company  
301 West Main Street  
Tupelo, MS 38804  
Telephone Number: 662-432-4156  
Fax Number: 662-432-4160

### PAGE 2

☒ A date set forth in a notice to proceed issued by the Owner.

### PAGE 3

☐ Not later than Sixty ( 60 ) calendar days from the date of commencement of the Work.

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User Notes:

(1498311014)

pm



...

N/A

...

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Ninety-eight Thousand Seven Hundred Five Dollars and Zero Cents (\$ 198,705.00 ), subject to additions and deductions as provided in the Contract Documents.

...

N/A

...

N/A

...

Contingency Allowance #1 \$10,000.00

...

N/A

...

For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; Five Hundred Dollars (\$500.00) per calendar day. No extensions will be allowed

...

N/A**PAGE 4**

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

...

5% of Completed Work**PAGE 5**N/A**PAGE 6**

[ X ] Litigation in a court of competent jurisdiction

...

Mr. Neal McCoy  
71 East Troy Street  
Tupelo, MS 38804

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**User Notes:**

(1498311014)

Am



Telephone Number: 662-841-6513  
Fax Number: 662-840-2075  
Mobile Number: 662-871-7748  
Email Address: nmccoy@tupelo.net

...

Mr. Robert Moore  
319 Park Creek Drive  
PO Box 7530  
Columbus, MS 39705  
Telephone Number: 662-327-2053  
Fax Number: 662-329-3291  
Mobile Number: 662-213-6692  
Email Address: drew@falconcontracting.com  
**PAGE 7**

L0.0 – L3.0

09/25/2023

...

All Sections

09/25/2023

All Inclusive

...

Addendum #1

10/20/2023

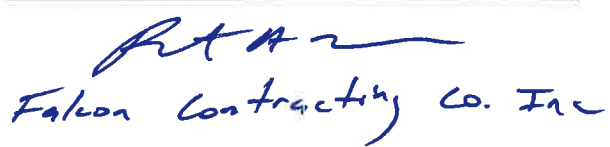
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**PAGE 8**

Mr. Todd Jordan, Mayor, City of Tupelo



Mr. Robert Moore, Vice President - North Division



Falcon Contracting Co. Inc



**Certification of Document's Authenticity**  
**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:20:10 ET on 11/01/2023 under Order No. 2114482525 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
 \_\_\_\_\_  
 (Signed)

*Vice President*  
 \_\_\_\_\_  
 (Title)

*11-2-23*  
 \_\_\_\_\_  
 (Dated)



Mandatory Addendum to  
All City of Tupelo Contracts  
October 28, 2022

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

1. TUPELO does not indemnify or hold harmless any party.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.  
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11<sup>th</sup>) Amendment immunity.  
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.  
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.  
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).



9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.
10. TUPELO may not and does not agree to the payment of attorney fees of a "prevailing party" unless specifically authorized by statute. E.g. Miss. Code Anno. § 31-7-309 (1972 as amended) payment of interest on outstanding invoice. Miss AG Op., Nowak, 2009 WL 367665 (Miss.A.G.).
11. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.  
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
12. TUPELO does not agree to submit to binding arbitration.  
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.  
Miss. Code Ann. § 31-7-305.
14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.  
Miss. Code § 25-61-9 (7).
15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.  
Miss. Code § 25-61-9 (1).
16. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to:  
(a) Collect, process, store, and retrieve information which is exempt; (b) Control

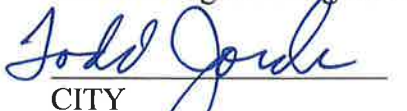
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and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

17. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.  
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).
18. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.  
Miss. Code Anno. 21-27-1
19. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.  
MS AG Ops. 2012-00013
20. All payments shall be made by TUPELO within forty-five (45) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor.  
Miss. Code Anno. §31-7-305 (1972 as amended)

Acknowledged and agreed:

  
CITY  
Date: 11-9-2023

*Falcon Contracting Co. Inc*  
  
CONTRACTING PARTY  
Date: 11-2-23





## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Don Lewis, COO  
**DATE** October 24, 2023  
**SUBJECT:** IN THE MATTER OF SURPLUS OF FIXED ASSETS TO DESTROY **DL**

---

**Request:**

I am requesting permission to surplus the item listed below to destroy: This item is no longer working.

ASSET# 5448 ICE MACHINE      BARCODE#N/A

Thank you for your attention in this matter.



## ORDER

### AN ORDER TO ACCEPT A CONVEYANCE OF REAL PROPERTY AND DECLARING AS SURPLUS THE STRUCTURE(S) LOCATED AT 1226 BOGGAN DRIVE AND TO AUTHORIZE THE DEMOLITION OF THE SURPLUS STRUCTURE(S).

**WHEREAS**, the governing authorities of the City of Tupelo, Mississippi are empowered to act with respect to the care, management and control of municipal affairs and its properties for which no provision has been made by general law and which is not inconsistent with existing law pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972), as amended, including the authority to sell, convey or lease real property on such terms as it may elect that are consistent with statutory authority; and

**WHEREAS**, in accordance with an order adopted and spread on the minutes by the City Council on July 18, 2023, the City of Tupelo purchased real property located at 1226 Boggan Drive from JM Harrison Properties, LLC. on September 7, 2023 as evidenced by deed attached hereto as Exhibit "A" ("Subject Property"), and

**WHEREAS**, the structure(s) located on the Subject Property are in demise and such a state of blight as to not be needed for municipal or related purposes and are not needed in the operation of the municipality and shall be deemed surplus in accordance with Miss. Code Ann. § 17-25-25 (1972, as amended); and

**WHEREAS**, it is the desire of the City of Tupelo to dispose of the structures located on the Subject Property by demolition to achieve the proper municipal purpose of removing blighted conditions and to make the real property marketable for purchase.

**NOW, THEREFORE**, it is hereby resolved and ordered by the City Council of the City of Tupelo the following:

1. The prefatory paragraphs of this Order are hereby found and determined to be in accordance with the necessary and warranted exercise of its authority regarding the care, management and control of real property, and is in the best interest of the health, safety and welfare of the citizens of the City of Tupelo.
2. The conveyance of the real property by Warranty Deed and attached hereto as "Exhibit A" is hereby accepted.
3. The structures located on the Subject Property are not needed for governmental or related purposes of the municipality, and are hereby found to be declared surplus and shall be disposed of by demolition.
4. The Mayor and City Clerk are authorized to execute all documents necessary for the demolition of the structure(s) located on the Subject Property, subject to the provisions contained in Miss. Code Ann. § 31-7-13 (1972, as amended).

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



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

Aye  
Aye  
Aye  
Aye  
Aye  
Aye  
Absent

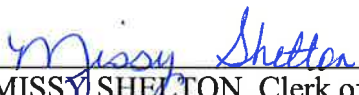
The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the order adopted.

**WHEREUPON**, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the 7th day of November, 2023.

CITY OF TUPELO, MISSISSIPPI

  
 TRAVIS BEARD, City Council President

ATTEST:

  
 MISSY SHELTON, Clerk of the Council

APPROVED:

  
 TODD JORDAN, Mayor

11-8-2023  
 DATE



**EXHIBIT "A"**

Prepared By & Please Return  
After Recording To:

**\*\*ABOVE THIS LINE FOR OFFICIAL USE ONLY\*\***

B. Bronson Tabler, P.A.  
322 West Jefferson Street  
P.O. Box 7116  
Tupelo, Mississippi 38802  
Tel: (662) 840-8400  
Fax: (662) 840-8414  
Email: [bronson@tablerlaw.com](mailto:bronson@tablerlaw.com)

INDEXING INSTRUCTIONS: Southeast Quarter of Section 36,  
Township 9 South, Range 5 East, Lee County, Mississippi  
Lots 6 and 7, Block 1, Marsh Subdivision

Address Reference: 1226 Boggan Drive, Tupelo, MS  
PPIN / Parcel Reference: 20654 / 077R-36-082-00

**WARRANTY DEED****GRANTOR(S):**

**JM HARRISON PROPERTIES, LLC, A  
MISSISSIPPI LIMITED LIABILITY  
COMPANY  
4098 LINCOLN CIRCLE  
TUPELO, MISSISSIPPI 38801  
TELEPHONE: (662) 512-2401**

**GRANTEE(S):**

**CITY OF TUPELO, MISSISSIPPI  
POST OFFICE BOX 1485  
TUPELO, MISSISSIPPI 38802  
TELEPHONE: (662) 841-6513**

For and in consideration of the sum of Ten Dollars and Zero Cents (\$10.00) and other good and valuable consideration, the Grantor(s) **JM HARRISON PROPERTIES, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY**, does hereby grant, bargain, sell, convey and warrant unto **CITY OF TUPELO, MISSISSIPPI**, the following described real property located and situated in **LEE COUNTY, MISSISSIPPI**, and being more particularly described as follows, to-wit:

**INDEXING INSTRUCTIONS:**

**Lots 6 and 7 in Block 1 of the Marsh Subdivision, Southeast Quarter of Section 36, Township 9, Range 5, in the City of Tupelo, Lee County, Mississippi.**



**Lots 6 and 7 in Block 1 of the Marsh Subdivision in the Southeast Quarter of Section 36, Township 9 South, Range 5 East, in the City of Tupelo, Lee County, Mississippi.**

**Marsh Addition to Willis Heights Subdivision is recorded in Plat Book 1 at Page 72 in the Land Records of Lee County, Mississippi, reference to which is hereby made.**

**Subject to Non-Exclusive, Perpetual Easement for Installation, Construction and Maintenance of Sewer Line in favor of Northeast Mississippi Habitat for Humanity, Inc., as recorded in Book 1807 at Page 218 in the Office of the Chancery Clerk of Lee County, Mississippi.**

Grantor certifies and warrants that the above described property is not subject to a valid homestead exemption as of the date of execution of this Warranty Deed.

**SOURCE DEED(S): Being the same property acquired by Grantor(s) herein by virtue of Warranty Deed recorded as Instrument Number 2022017130.**

Witness the signature of the Grantor(s) on this the 7<sup>th</sup> day of September 2023.

**JM HARRISON PROPERTIES, LLC, A  
MISSISSIPPI LIMITED LIABILITY COMPANY**

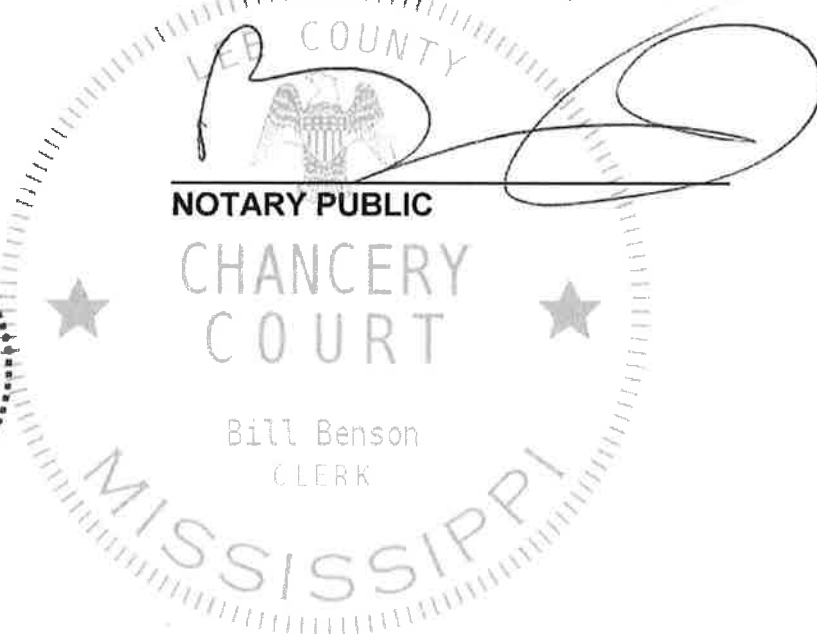
  
**JASON HARRISON, SOLE MEMBER**



**STATE OF MISSISSIPPI****COUNTY OF LEE**

Personally appeared before me, the undersigned authority at law in and for the aforesaid County and State, the within named **JASON HARRISON**, who acknowledged that he is the **SOLE MEMBER** of **JM HARRISON PROPERTIES, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY**, and that for and on behalf of said entity and in said capacity he signed, sealed and delivered the above and foregoing **WARRANTY DEED** on the day and year therein mentioned as his free and voluntary act and deed after having first been duly authorized by said entity to do so.

Given under my hand and official seal of office, this the 7<sup>th</sup> day of September 2023.





## CONTRACT OF PURCHASE

**THIS AGREEMENT** entered into this the 6 day of November, 2023, by and between **KIRK USED CARS, LLC**, a Mississippi limited liability company, and **MELINDA KIRK**, both individually and as an heir at law to Jason Lee Kirk, dec'd (hereinafter referred to as "Sellers"), 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 Sellers' right, title and interest in and to certain real property located at or near 2667 South Green Street (Tax Parcel # 101R-12-019-00) in the City of Tupelo, Mississippi, hereinafter referred to as the "Subject Property," and the purchase shall be subject to the terms stated herein. The Subject Property is more particularly described below:

***See Exhibit "A" attached.***

1. PRICE. The purchase price of the Subject Property shall be One Hundred and Forty-five Thousand Dollars (\$145,000) being the best negotiated price and the fair market value as determined by a Mississippi licensed real estate appraiser. The Sellers acknowledge this to be just compensation. The purchase price is due and payable at closing.
2. CLOSING. Sellers 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, less and except any attorney fees owed to cure defects on title. 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 30-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: Neal McCoy  
 PO Box 1485  
 Tupelo, MS 38802-1485

**SELLER:**

Kirk Used Cars, LLC  
 Melinda Kirk

Address: 1861 Birmingham Ridge Rd  
Saltillo MS 38846

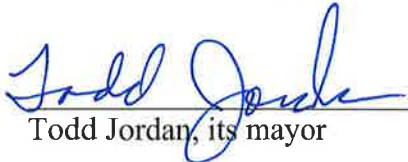
14. AMENDMENT. Any amendments to this agreement shall be made in writing and signed by both the Buyer and Seller.
15. ENTIRE AGREEMENT. This writing contains the entire Agreement of the Parties and may be signed in two (2) duplicate originals.

**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, each of the Parties hereto have signed this Agreement on this the 6 day of November, 2023.


**BUYER:****CITY OF TUPELO, MISSISSIPPI**

  
Todd Jordan, its mayor

**ATTEST:**

  
Kim Hanna, CFO/City Clerk

**SELLERS:**

By:   
**Melinda Kirk**, individually and as an  
heir at law to Jason Lee Kirk, dec'd

**KIRK USED CARS, LLC**

By:   
**Melinda Kirk**



STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6 day of November, 2023, within my jurisdiction, the within named **MELINDA KIRK**, who acknowledged that she executed the above and foregoing instrument.

  
NOTARY PUBLIC

My commission expires:

May 31, 2026 (SEAL)



STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6 day of November, 2023, within my jurisdiction, the within named **MELINDA KIRK**, who acknowledged that she is an heir-at-law of Jason Lee Kirk, dec'd, and that in said capacity she executed the above and foregoing instrument for an on behalf of the Estate of Jason Lee Kirk, dec'd and Kirk Used Cars, LLC, after first having been duly authorized so to do.

  
NOTARY PUBLIC

My commission expires:

May 31, 2026 (SEAL)





STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8 day of November, 2023, within my jurisdiction, the within named **TODD JORDAN** and **KIMBERLY W. HANNA**, who acknowledged that they are the Mayor and City Clerk, respectively of the City of Tupelo, Mississippi, a Mississippi municipal corporation, and that for and on behalf of the said municipality, and as its act and deed they signed and executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

  
NOTARY PUBLIC

My commission expires



(SEAL)



## Exhibit "A"

Commencing at the Northeast corner of the Southeast Quarter of Section 12, Township 10 South, Range 5 East, and run thence South 52.4 feet; thence West 570 feet; thence South 15 degrees and 5 minutes West 672 feet; thence South 5 degrees and 15 minutes East 220.5 feet; thence North 51 degrees and 35 minutes East 200 feet to the Northeast corner of J. B. Hutcheson's lot for a point of beginning; thence North 71 degrees and 50 minutes East 356.35 feet to an old fence running North and South; thence South along said old fence 300 feet to the center of Old Highway No. 45; thence run in a Southwesterly direction along the center of Old Highway No. 45, which is Green Street Extended 539 feet to the East line of Hutcheson Street in the City of Tupelo; thence North along the East line of said Hutcheson Street 200 feet to the Southwest corner of the J. B. Hutcheson lot; thence North 56 degrees and 35 minutes East 200 feet to the Southeast corner of the J. B. Hutcheson lot; thence North 5 degrees and 15 minutes West 100 feet to the point of beginning. Situated in the Southeast Quarter of Section 12, Township 10 South, Range 5 East, in the City of Tupelo, Lee County, Mississippi.

The property hereby conveyed is that same property conveyed by Ed Herndon and Frances Williams to Hollis Bates by Warranty Deed dated August 28, 1990 and recorded on August 30, 1990 in Book 1345 at Page 416 in the Office of the Chancery Clerk of Lee County, Mississippi, and Deed from the Internal Revenue Service to Hollis Bates dated March 11, 1991 and recorded on March 28, 1991 in Book 1367 at Page 640 in the Office of the Chancery Clerk of Lee County, Mississippi. Frances Hall Bates was the sole owner of the above-described property as the sole beneficiary of The Estate of Hollis Bates who predeceased Frances Hall Bates on January 22, 1997. The Last Will and Testament of Hollis Bates was admitted as muniment of title by Decree filed on October 29, 2009 in Cause No. 90-1493 in the Chancery Court of Lee County, Mississippi.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Commencing at the Northeast corner of the Southeast Quarter of Section 12, Township 10 South, Range 5 East, and run thence South 524.0 feet; thence West 570.00 feet to the center line of Hutcheson Street; thence along the centerline of said street as follows: South 15 degrees 05 minutes West 672.0 feet; South 5 degrees 15 minutes East 220.5 feet; thence North 51 degrees 35 minutes East 200.0 feet to the Northeast corner of the Hutcheson-Simmons-Hester lot as defined in Deed Book 1003 at Page 61 of the Deed Records of Lee County, Mississippi; thence South 05 degrees 15 minutes East along the East line of the said Hutcheson-Simmons-Hester lot for a distance of 100.0 feet to the Southeast corner of the said lot and the Point of Beginning; thence in a Southwesterly direction along the South line of said lot for a distance of 55.9 feet; thence South 16 degrees 49 minutes East 9.0 feet, more or less, to an iron pin; thence South 16 degrees 49 minutes East along a chain link fence and its projection for a distance of 155.7 feet to an iron pin set on the North right of way line of South Green Street; thence North 63 degrees 27 minutes East along the said right of way line for a distance of 140.4 feet to an iron pin set on the said right of way line; thence leaving the said right of way line and run North 26 degrees 01 minutes West along a chain link fence and its projection for a distance of 173.5 feet to an iron pin; thence run South 68 degrees 12 minutes 29 seconds West for 60.88 feet to the Point of Beginning.

Said tract containing 0.50 acre, more or less, and lying and being in the Southeast Quarter of Section 12, Township 10 South, Range 5 East, City of Tupelo, Lee County, Mississippi.



Commencing at the Northeast corner of the Southeast Quarter of Section 12, Township 10 South, Range 5 East, and run thence South 524.0 feet; thence West 570.0 feet to the center line of Hutcheson Street; thence along the centerline of said street as follows; South 15 degrees 05 minutes West 672.0 feet; South 05 degrees 15 minutes East 220.5 feet; thence North 15 degrees 35 minutes East 200.0 feet to the Northeast corner of the Hutcheson-Simmons-Hester lot as defined in Deed Book 1003 at Page 61 of the Deed Records of Lee County, Mississippi; thence South 05 degrees 15 minutes East along the East line of said Hutcheson-Simmons-Hester lot for a distance of 100.0 feet to the Southeast corner of said lot; thence in a Southwesterly direction along the South line of said lot for a distance of 55.0 feet to the Point of Beginning of this conveyance; thence South 16 degrees 49 minutes East 9.0 feet more or less to an iron pin; thence continue South 16 degrees 49 minutes East along a chain link fence and its projection for a distance of 155.7 feet to an iron pin set on the North right-of-way line of South Green Street; thence South 52 degrees 50 minutes West along the said right-of-way line for a distance of 136.7 feet to an iron pin set on the intersection of the North right-of-way line of Green Street and the East right-of-way line of Hutcheson Street; thence North 10 degrees 51 minutes West along the East line of Hutcheson Street for a distance of 157.1 feet to a fence corner post set on the said street line and the Northwest corner of the herein described tract of land; thence in a Northeasterly direction along an old hedgerow and apparent property line dividing the Grantor's property and that of Hutcheson-Simmons-Hester as previously defined for a distance of 125.3 feet to the Point of Beginning.

Said Tract No. 2 containing 0.50 acre, more or less, and lying and being in the Southeast Quarter of Section 12, Township 10 South, Range 5 East, City of Tupelo, Lee County, Mississippi.

Bill Benson  
CLERK

ALSO:

Beginning at the Northeast corner of the Southeast Quarter of Section 12, Township 10 South, Range 5 East, and run South 524 feet; thence run West 570 feet to the center of a road; thence South 15 degrees 5 minutes West 672 feet to a point; thence South 5 degrees 15 minutes East 320.5 feet for a Point of Beginning; thence North 51 degrees and 35 minutes East 200 feet; thence North 5 degrees 15 minutes West 100 feet; thence South 51 degrees 35 minutes West 200 feet to the center of said road; thence South 100 feet to the Point of Beginning.



**ORDER**

**AN ORDER AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY BY  
THE CITY OF TUPELO LOCATED NEAR 2667 SOUTH GREEN STREET OWNED BY  
KIRK USED CARS, LLC.**

**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 for which no provision has been made by general law and which is not inconsistent with existing law pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972), as amended, including the authority to sell, convey or lease real property on such terms as it may elect that are consistent with statutory authority; and

**WHEREAS**, in compliance with the provision of Miss. Code Anno. Sec. 43-37-3 (1972, as amended) governing the acquisition of real property using public funds, the City of Tupelo has negotiated a contract for the purchase of real property located near 2667 South Green Street from Kirk Used Cars, LLC., for the best negotiated price of One Hundred and Forty-five Thousand Dollars (\$145,000), which is the fair market value of the real property as confirmed by a certified real estate appraiser whose opinions are attached hereto as Exhibits "A" and "B"; and

**WHEREAS**, the City of Tupelo desires to purchase the real property in order to construct a new fire station to replace the current Fire Station #5, and for the storage of firefighting equipment and apparatuses and other proper municipal purposes; and

**WHEREAS**, the Mayor and City Clerk are hereby authorized to enter into the Contract of Purchase attached hereto as Exhibit "C".

**NOW THEREFORE**, it is hereby resolved and ordered by the City Council of the City of Tupelo the following:

1. The prefatory paragraphs of this Order are hereby found and determined to be in accordance with the necessary and warranted exercise of the authority of the City of Tupelo by securing necessary interests in real property for the purpose of constructing a new fire station.
2. The Mayor and City Clerk are hereby authorized to execute the Purchase Contract and purchase from Kirk Used Cars, LLC., the real property located near 2667 South Green Street as more particularly described in the Purchase Contract attached hereto as Exhibit "C" for the amount of One Hundred and Forty-five Thousand Dollars and No Cents, (\$145,000), plus the costs of closing.



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 Bryan and upon the question being put to a vote, the results were as follows:

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

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

**WHEREUPON**, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the 7th day of November, 2023.

CITY OF TUPELO, MISSISSIPPI

By: Travis Beard  
 TRAVIS BEARD,  
 City Council President

ATTEST:

Missy Shelton  
 MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan  
 TODD JORDAN, Mayor

11-8-2023  
 DATE





## 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

Date Printed: 11/7/2023

PPIN:	25909
PARCEL_ID:	101R-12-018-00
OWNERNAME:	KIRK USED CARS LLC
ADDRESS1:	108 DEVILS BACKBONE
ADDRESS2:	
CITY:	SALTILLO
STATE:	MS
ZIP:	38866
SECTION:	12
TOWNSHIP:	10S
RANGE:	05E
LEGAL1:	LOT E1/2 SE1/4
LEGAL2:	
LEGAL3:	
TAX_DIST:	3730
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	0
CULT_VAL2:	60000
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	60000
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	60000
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	2018
DEED_PAGE:	00346
DEED_DATE:	3/22/2018
SITUS_ADDR:	0 GREEN ST SOUTH

## APPENDIX R



## CONTRACT OF PURCHASE

**THIS AGREEMENT** entered into this the 6 day of <sup>mk</sup>~~Octo~~ November, 2023, by and between **MELINDA KIRK**, (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 2667 South Green Street (Tax Parcel # 101R-12-018-01) in the City of Tupelo, Mississippi, hereinafter referred to as the "Subject Property," and the purchase shall be subject to the terms stated herein. The Subject Property is that same property having been conveyed from Jim Garrison to Jason Kirk and Melinda Kirk by Warranty Deed dated January 20, 2019 on file in the office of the Lee County Chancery Clerk as document number 2019001121 and being more particularly described below:

***See Exhibit "A" attached.***

1. **PRICE.** The purchase price of the Subject Property shall be Two Hundred Thousand Dollars (\$200,000), being the best negotiated price and more than 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, less and except any attorney fees owed to cure defects on title. 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 30-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. MISCELLANEOUS. Seller hereby acknowledges that the terms of this agreement are conditioned upon the approval of an administrative settlement and a determination by the Buyer's governing authorities that such settlement is reasonable, prudent and in the best interest of the public pursuant to Miss. Code Ann. § 43-37-3 (1972, as amended). The failure of the Buyer's governing authorities to approve such a settlement shall render this agreement completely null and void, and neither party shall have any remaining obligations.  
Seller agrees to remove of all persons (including any tenants) and all personal property from the Subject Property prior to the date and time set for closing. Seller agrees to indemnify, defend and hold harmless the Buyer from and against any and all claims brought by any person arising out of or in connection with their lease of the Subject Property, notwithstanding whether such lease be verbal or written, or any other use of the Subject Property for business or commercial related activities.
14. 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: Neal McCoy  
PO Box 1485  
Tupelo, MS 38802-1485

**SELLER:**

Melinda Kirk  
Address: 1861 Birmingham Ridge Rd  
Saltville MS  
38866

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

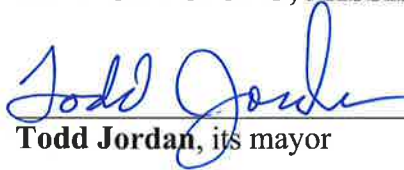
**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, each of the Parties hereto have signed this Agreement on this the 6 day of November, 2023.

**BUYER:**

**CITY OF TUPELO, MISSISSIPPI**

  
Todd Jordan, its mayor

**SELLER:**

  
Melinda Kirk,

**ATTEST:**

  
Kim Hanna, CFO/City Clerk



STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6 day of November, 2023, within my jurisdiction, the within named **MELINDA KIRK**, who acknowledged that she executed the above and foregoing instrument.

Marla Patterson  
NOTARY PUBLIC

My commission expires:

May 31, 2026 (SEAL)



STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of November, 2023, within my jurisdiction, the within named **TODD JORDAN** and **KIMBERLY W. HANNA**, who acknowledged that they are the Mayor and City Clerk, respectively of the City of Tupelo, Mississippi, a Mississippi municipal corporation, and that for and on behalf of the said municipality, and as its act and deed they signed and executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Tiffany May  
NOTARY PUBLIC

My commission expires:

TIFFANY MAY (SEAL)  
ID # 78235  
Commission Expires June 13, 2025  
UNION COUNTY



## EXHIBIT "A"

Commencing at the Northeast corner of the Southeast Quarter of Section 12, Township 10 South, Range 5 East, and run thence South 524.0 feet; thence West 570.0 feet to the center line of Hutcheson Street; thence along the centerline of said street as follows: South 15 degrees 05 minutes West 672.0 feet; South 5 degrees 15 minutes East 220.5 feet; thence North 51 degrees 35 minutes East 200.0 feet to the Northeast corner of the Hutcheson-Simmons-Hester lot as defined in Deed Book 1003 at page 61 of the Deed Records of Lee County, Mississippi; thence South 05 degrees 15 minutes East along the East line of the said Hutcheson-Simmons-Hester lot for a distance of 100.0 feet to the Southeast corner of the said lot and the point of beginning; thence in a Southwesterly direction along the South line of said lot for a distance of 55.9 feet; thence South 16 degrees 49 minutes East 9.0 feet, more or less, to an iron pin; thence South 16 degrees 49 minutes East along a chain link fence and its projection for a distance of 155.7 feet to an iron pin set on the North right of way line of South Green Street; thence North 53 degrees 27 minutes East along the said right of way line for a distance of 140.4 feet to an iron pin set on the said right of way line; thence leaving the said right of way line and run North 26 degrees 01 minutes West along a chain link fence and its projection for a distance of 173.5 feet to an iron pin; thence run South 68 degrees 12 minutes 29 seconds West for 60.38 feet to the point of beginning.

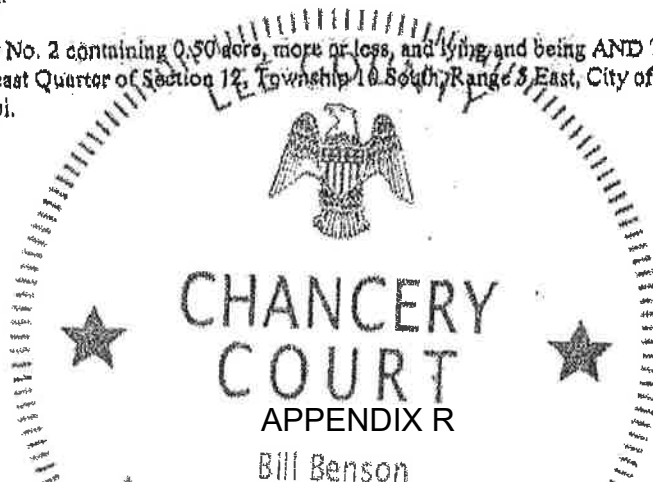
Said tract containing 0.50 acres, more or less, and lying and being AND TO BE INDEXED in the Southeast Quarter of Section 12, Township 10 South, Range 5 East, City of Tupelo, Lee County, Mississippi.

ALSO:

Commencing at the Northeast corner of the Southeast Quarter of Section 12, Township 10 South, Range 5 East, and run thence South 524.0 feet; thence West 570.0 feet to the center line of Hutcheson Street; thence along the centerline of said street as follows: South 15 degrees 05 minutes West 672.0 feet; South 05 degrees 15 minutes East 220.5 feet; thence North 15 degrees 35 minutes East 200.0 feet to the Northeast corner of the Hutcheson-Simmons-Hester lot as defined in Deed Book 1003 at Page 61 of the Deed Records of Lee County, Mississippi; thence South 05 degrees 15 minutes East along the East line of said Hutcheson-Simmons-Hester lot for a distance of 100.0 feet to the Southeast corner of said lot; thence in a Southwesterly direction along the South line of said lot for a distance of 55.0 feet to the Point of Beginning of this conveyance; thence South 16 degrees 49 minutes East 9.0 feet, more or less, to an iron pin; thence continue South 16 degrees 49 minutes East along a chain link fence and its projection for a distance of 155.7 feet to an iron pin set on the North right of way line of South Green Street; thence South 52 degrees 50 minutes West along the said right of way line for a distance of 136.7 feet to an iron pin set on the intersection of the North right of way line of Green Street and the East right of way line of Hutcheson Street; thence North 10 degrees 51 minutes West along the

East line of Hutcheson Street for a distance of 157.1 feet to a fence corner post set on the said street line and the Northwest corner of the herein described tract of land; thence in a Northeasterly direction along an old hedgerow and apparent property line dividing the Grantor's property and that of Hutcheson-Simmons-Hester as previously defined for a distance of 125.3 feet to the Point of Beginning.

Said Tract No. 2 containing 0.50 acres, more or less, and lying and being AND TO BE INDEXED in the Southeast Quarter of Section 12, Township 10 South, Range 5 East, City of Tupelo, Lee County, Mississippi.





**ORDER**

**AN ORDER AUTHORIZING THE PURCHASE CERTAIN REAL PROPERTY TO THE  
CITY OF TUPELO LOCATED AT 2667 SOUTH GREEN STREET OWNED BY  
MELINDA KIRK**

**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 for which no provision has been made by general law and which is not inconsistent with existing law pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972), as amended, including the authority to sell, convey or lease real property on such terms as it may elect that are consistent with statutory authority; and

**WHEREAS**, in compliance with the provision of Miss. Code Anno. Sec. 43-37-3 (1972, as amended) governing acquisition of real property using public funds, the City of Tupelo has undertaken reasonable efforts to negotiate an agreement at an amount equal to the lesser of the appraised value or the offered sell price, and those negotiations have failed, and the City deems an administrative settlement to be reasonable, prudent and in the best interest of the public; and

**WHEREAS**, the Mayor and City Clerk shall execute a contract for the purchase of real property located at 2667 South Green Street from Melinda Kirk, for the negotiated price of Two Hundred Thousand Dollars (\$200,000) which is commiserate with the fair market value of the real property; and

**WHEREAS**, the City of Tupelo desires to purchase the real property in order to construct a new fire station to replace the current Fire Station #5, and for the storage of firefighting equipment and apparatuses and other proper municipal purposes; and

**WHEREAS**, the Mayor and City Clerk are hereby authorized to enter into the Contract of Purchase attached hereto as Exhibit "A".

**NOW THEREFORE**, it is hereby resolved and ordered by the City Council of the City of Tupelo the following:

1. The prefatory paragraphs of this Order are hereby found and determined to be in accordance with the necessary and warranted exercise of the authority of the City of Tupelo by securing necessary interests in real property for the purpose of constructing a new fire station.
2. The City of Tupelo has undertaken reasonable efforts to negotiate an agreement at an amount equal to the lesser of the appraised value or the offered sell price, and those negotiations have failed, and the City deems an administrative settlement to be reasonable, prudent and in the best interest of the public.



3. The City of Tupelo must have the real property for the purpose of constructing a new fire station that is of such proximity to the location of the existing Fire Station #5 as to not negatively impact the Fire Department's ability to respond in a timely manner to emergency calls.
4. The Mayor and City Clerk are hereby authorized to execute the Purchase Contract and purchase from Melinda Kirk, the real property located at 2667 South Green Street as more particularly described in the Purchase Contract attached hereto as Exhibit "A" for the amount of Two Hundred Thousand Dollars and No Cents, (\$200,000), plus the costs of closing.

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

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

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

**WHEREUPON**, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the 7th day of November, 2023.

CITY OF TUPELO, MISSISSIPPI

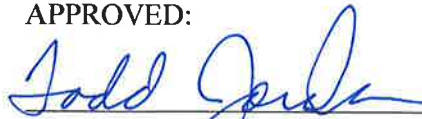
By: Travis Beard  
 TRAVIS BEARD,  
 City Council President

ATTEST:

Missy Shelton  
 MISSY SHELTON, Clerk of the Council

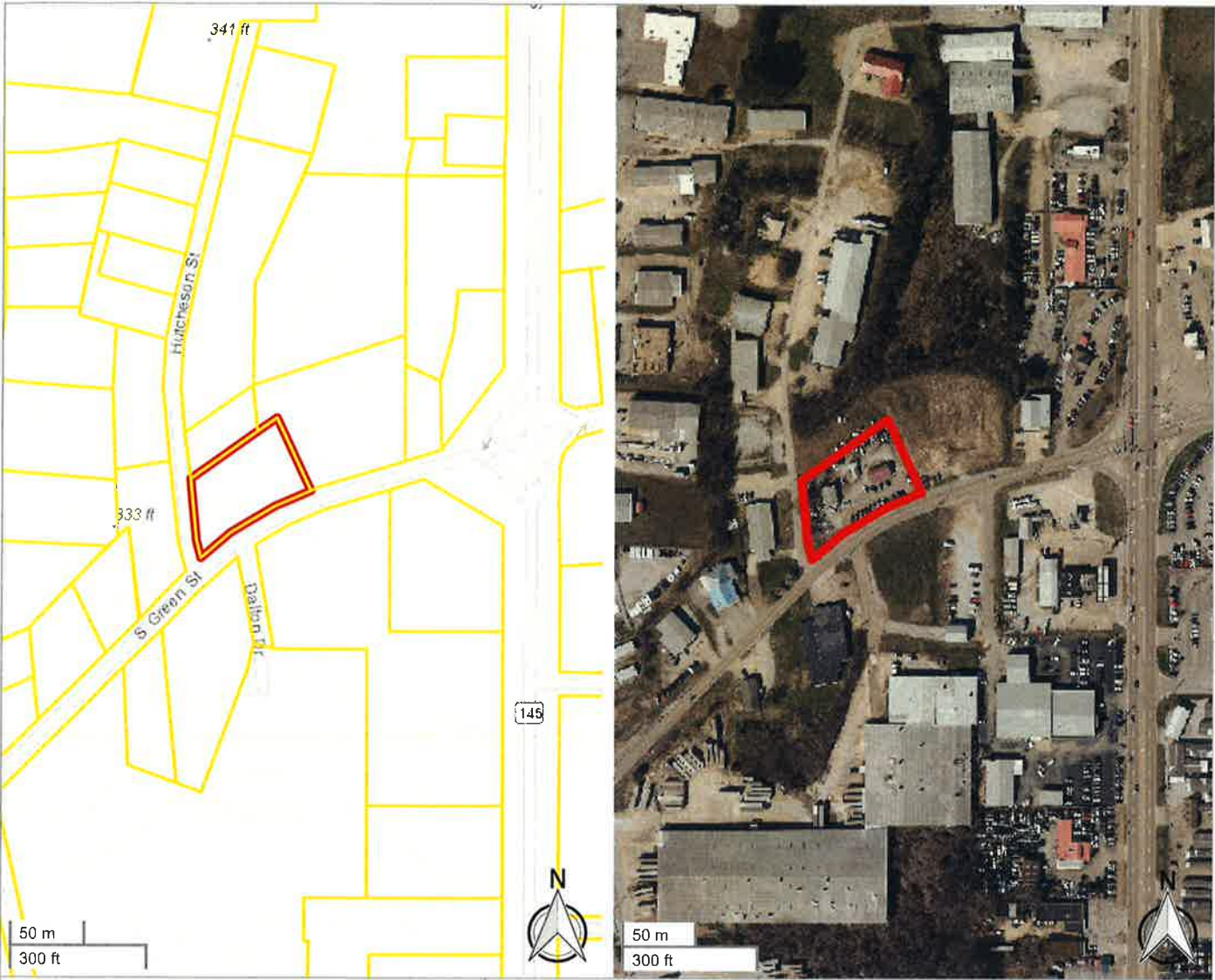


APPROVED:

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

11-8-2023  
\_\_\_\_\_  
DATE





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

Date Printed: 11/7/2023

PPIN:	34900
PARCEL_ID:	101R-12-018-01
OWNERNAME:	KIRK MELINDA
ADDRESS1:	2667 S GREEN ST
ADDRESS2:	
CITY:	TUPELO
STATE:	MS
ZIP:	38801
SECTION:	12
TOWNSHIP:	10S
RANGE:	05E
LEGAL1:	LOT PT E1/2 SE1/4
LEGAL2:	2667 SOUTH GREEN ST
LEGAL3:	
TAX_DIST:	3730
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	0
CULT_VAL2:	40000
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	40000
IMP_VAL1:	0
IMP_VAL2:	45070
TOTALVALUE:	85070
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	2019
DEED_PAGE:	00112
DEED_DATE:	1/28/2019
SITUS_ADDR:	2667 GREEN ST SOUTH



**M & N CONSTRUCTION, LLC**

P. O. Box 392 (38802) / 499 Gloster Creek Suite F5B / Tupelo, MS 38801  
O- (662)620-4404 / www.mnconstruction.us.com

**OWNER CHANGE ORDER**

PROJECT: Pickleball Complex  
906 Fillmore Drive  
Tupelo, MS 38801

CHANGE ORDER NUMBER: 01  
DATE: 10/19/2023  
CONTRACT DATE: 05/02/2023

**CONTRACTOR:**

M&N CONSTRUCTION, LLC  
499 GLOSTER CREEK VLG STE F-9  
TUPELO, MS 38801

**OWNER:**

City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

ORIGINAL CONTRACT AMOUNT:

\$1,285,300.00

CHANGES BY PREVIOUS CHANGE ORDERS:

\$0.00

CURRENT CONTRACT AMOUNT:

\$1,285,300.00

THE CONTRACT IS CHANGED AS FOLLOWS:

Remainder from Contingency Draw 04

Extra Conduit ran to island

NET CHANGES TO CONTRACT AMOUNT

\$4,318.42

NEW CONTRACT TOTAL

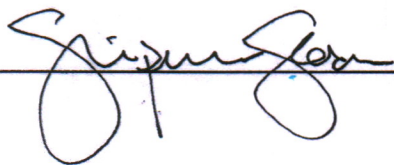
\$1,289,618.42

M&N CONSTRUCTION, LLC

Conner A. Carruth

10/19/2023

Date



10.19.23

Date

APPENDIX S