

**REGULAR CITY COUNCIL MEETING**  
**MUNICIPAL MINUTES CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**AUGUST 16, 2022**

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, August 16, 2022, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Travis Beard, Lynn Bryan, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member Chad Mims gave the invocation and Council Member Travis Beard led the pledge of allegiance. Council President Lynn Bryan called the meeting to order at 6:00 p.m.

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

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

ADD:

Item 18            In the Matter of Correction of Minutes of June 21, 2022

The vote was unanimous in favor.

**PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA**

**PUBLIC RECOGNITION**

Council Member Nettie Davis congratulated Mr. Wayne Hereford, who will be recognized in Atlanta for his work with WTVA. She invited all those in the Park Hills Neighborhood Association area to attend the end of summer bash, which will be held at CC Augustus on Thursday, September 18, 2022, from 5:30 - 7:30 PM.

Council Member Travis Beard mentioned that there are several who have health issues that need our thoughts and prayers, including his wife, Judy, Buddy Palmer, and Angela Northington's mother. He said anyone who is interested can attend the Tupelo Touchdown Club Mickey Linder banquet at 6:30 PM at the Tupelo Catholic Church, where Bob Monroe will be honored.

Council Member Buddy Palmer said the Elvis Fan Appreciation Day was a great success.

**MAYOR'S REMARKS**

Mayor Todd Jordan congratulated the City of Tupelo, more specifically Grant Writer Abby Christian and Engineer Dennis Bonds, for the grant received in the amount of \$1.4 Million for the RAISE grant.

**PUBLIC AGENDA**

## **PUBLIC HEARINGS**

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

No one appeared to speak at the public hearing for the following properties on the final lot mowing list:

<u>Parcel</u>	<u>Location</u>
101B0219500	2607 BRYAN ST
101B0219700	2613 BRYAN ST
077F2615300	702 VASSAR DR
106S1403401	3009 SOUTHERN HEIGHTS RD
077Q3608300	123 N HIGHLAND DR
077Q3622300	110 ENOCH AVE
077Q3608100	1400 CENTRAL AVE

### **IN THE MATTER OF PUBLIC HEARING FOR DEMOLITION OF 502 AUGUSTA STREET, 5810 CHESTERVILLE ROAD, 517 N. GLOSTER STREET, AND 3424 WALSH ROAD**

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

502 Augusta Street  
 5810 Chesterville Road  
 517 N Gloster Street  
 3424 Walsh Road

### **IN THE MATTER OF PUBLIC HEARING FOR PROPERTY CLEANING AND DEBRIS REMOVAL OF 1204 AUDUBON DRIVE AND 1641 OAKVIEW CIRCLE**

Anthony Joshua Hewitt, owner of the property located at 1204 Audubon Drive, addressed the Council and apologized for the neglect of his property. He stated that he has mowed, etc., but cannot pay for or physically remove the tree that has fallen in his yard. He was instructed by Council President Lynn Bryan to get with DDS Director Tanner Newman on getting some assistance and Council Member Davis suggested he call her for a contact to receive help with the removal of the tree.

No one appeared for the public hearing on the property cleaning and debris removal on the following property:

1641 Oakview Circle

## **CITIZEN HEARING**

Judge Staci Bevill addressed the Council asking for an increase in the funds to the Lee County Youth Court Family Defense Team (FDT). She gave a handout of what the FDT does and how the money will be used. APPENDIX A



## **ACTION AGENDA**

### **IN THE MATTER OF TRAFFIC CALMING POLICY (MOVED UP FROM STUDY AGENDA AT THE AUGUST 2, 2022 MEETING)**

Dennis Bonds, City Engineer, addressed the Council concerning the Traffic Calming Policy and Procedures. He discussed the process and then asked for any questions from the Council. After a brief discussion, Council Member Palmer moved, seconded by Council Member Jones, to approve the Traffic Calming Policy and Procedures. The vote was unanimous in favor. APPENDIX B

### **IN THE MATTER OF TAX ABATEMENT APPLICATION FOR HOTEL TUPELO (MOVED FROM THE AUGUST 2, 2022, STUDY AGENDA)**

DDS Director Tanner Newman discussed the request for tax abatement for Hotel Tupelo for a period of 7 years. He explained that this improvement meets the criteria for the City's tax abatement program. Council Member Davis moved, seconded by Council Member Beard, to approve the 7 year tax abatement request for the Hotel Tupelo. The vote was unanimous in favor. APPENDIX C

## **ROUTINE AGENDA**

### **IN THE MATTER OF APPROVAL OF MINUTES OF AUGUST 2, 2022**

Council Member Beard moved, seconded by Council Member Gaston, to approve the minutes of the Regular City Council meeting held on August 2, 2022. The vote was unanimous in favor.

### **IN THE MATTER OF BILL PAY**

Bills were reviewed at 4:30 p.m. by Council Members Mims, Bryan, Palmer, and Gaston. Council Member Palmer moved, seconded by Council Member Davis, to approve the payment of the checks, bills, claims and utility adjustments. The vote was unanimous in favor. APPENDIX D

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

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

<u>Parcel</u>	<u>Location</u>
101B0219500	2607 BRYAN ST
101B0219700	2613 BRYAN ST
077F2615300	702 VASSAR DR
106S1403401	3009 SOUTHERN HEIGHTS RD
077Q3608300	123 N HIGHLAND DR
077Q3622300	110 ENOCH AVE
077Q3608100	1400 CENTRAL AVE

The vote was unanimous in favor. APPENDIX E

### **IN THE MATTER OF PROPERTIES FOR DEMOLITION**

DDS Director Tanner Newman requested that the Council consider the adjudication of each property on the public hearing demolition list that have been found to be in such a condition to be a menace to the public health, safety and welfare of the community and in need of cleaning by demolition as authorized by Miss. Code § 21-19-11 (1972 as amended). Each property was separately considered and found to be in such a condition to be a menace to the public health, safety and welfare of the community and in need of cleaning by demolition. The properties are:

502 Augusta Street  
5810 Chesterville Rd  
517 N Gloster St  
3424 Walsh Road.

Council Member Mims moved, seconded by Council Member Beard, that each property on the demolition list be found to be in such a condition to be a menace to the public health, safety and welfare of the community and in need of cleaning by demolition as authorized by Miss. Code § 21-19-11 (1972 as amended). The vote was unanimous in favor of approval of the demolitions. APPENDIX F

### **IN THE MATTER OF REVIEW/APPROVE CLEANING AND DEBRIS REMOVAL OF 1204 AUDUBON DRIVE AND 1641 OAKVIEW CIRCLE**

DDS Director Tanner Newman requested that the Council consider each property on the public hearing cleaning and debris removal list that have been found to be in such a condition to be a menace to the public health, safety and welfare of the community and in need of cleaning as authorized by Miss. Code § 21-19-11 (1972 as amended). Each property was separately considered and found to be in such a state as described above. The properties are:

1204 Audobon Drive  
1641 Oakview Circle

Council Member Palmer moved, seconded by Council Member Beard, that each property on the cleaning and debris removal list are found to be in such a condition to be a menace to the public health, safety and welfare of the community and in need of cleaning as authorized by Miss. Code § 21-19-11 (1972 as amended). The vote was unanimous in favor of approval of the cleaning and debris removal. APPENDIX G

### **IN THE MATTER OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES JUNE 13, 2022**

Council Member Gaston moved, seconded by Council Member Beard, to accept the Major Thoroughfare Committee minutes for June 13, 2022 meeting. The vote was unanimous in favor. APPENDIX H

**IN THE MATTER OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES  
JULY 11, 2022**

Council Member Davis moved, seconded by Council Member Jones, to accept the Major Thoroughfare Committee minutes for July 11, 2022 meeting. The vote was unanimous in favor. APPENDIX I

**IN THE MATTER OF TUPELO PARK AND RECREATION DEPARTMENT ADVISORY  
BOARD MINUTES FOR MAY 10, 2022**

Council Member Palmer moved, seconded by Council Member Jones, to accept the Tupelo Park and Recreation Department Advisory Board minutes for May 10, 2022 meeting. The vote was unanimous in favor. APPENDIX J

**IN THE MATTER OF CVB MINUTES OF AUGUST 2, 2022**

Council Member Davis moved, seconded by Council Member Beard, to accept the Convention and Visitors Bureau (CVB) minutes for August 2, 2022 meeting. The vote was unanimous in favor. APPENDIX K

**IN THE MATTER OF CHANGE ORDER FOR BID # 2022-012PW COURT STREET  
DOWNTOWN PARKING LOT IMPROVEMENTS**

Council Member Beard moved, seconded by Council Member Palmer, to approve change order #1 for bid # 2022-012PW Court Street Downtown Parking Lot Improvements. This change order will add columns to the fence to achieve uniformity of the Main Street side of the parking lot. The vote was unanimous in favor. APPENDIX L

**IN THE MATTER OF THE AMENDED AND RESTATED MEMORANDUM OF  
UNDERSTANDING BETWEEN TUPELO PUBLIC SCHOOL DISTRICT AND TUPELO  
POLICE DEPARTMENT REGARDING THE SCHOOL RESOURCE OFFICER PROGRAM  
2022**

Council Member Beard moved, seconded by Council Member Davis, to approve the amended and restated Memorandum of Understanding (MOU) between the Tupelo Public School District and the Tupelo Police Department regarding the SRO (School Resource Officer) program. This MOU increases the amount that the TPSD will reimburse the City of Tupelo for three SRO officers to \$205,966. The vote was unanimous in favor. APPENDIX M

**IN THE MATTER OF CORRECTION OF MINUTES OF JUNE 21, 2022 REGULAR CITY  
COUNCIL MINUTES**

Having been brought to the attention of the City Council, Council Member Beard moved, seconded by Council Member Palmer to approve a correction to the June 21, 2022 minutes of the regular meeting of the City Council. The minutes originally stated:

Bids were received for Bid # 2022-020PW - Sidewalk Connectivity at Existing Railroad Crossings. City Engineer Dennis Bonds requested that the Council award the bid to the lowest and best bid of J.M. Duncan for \$439,204.50. Mr. Bonds explained that this bid will also have to be awarded by MDOT, but that the City must approve it first. Council Member Davis moved, seconded by Council Member Bryan to approve the bid, as requested. Of those present, the vote was unanimous in favor. APPENDIX D

The correction of the minutes should be, as follows:

Bids were received for Bid # 2022-020PW - Sidewalk Connectivity at Existing Railroad Crossings. City Engineer Dennis Bonds requested that the Council award the bid to the lowest and best bid of J.M. Duncan for \$439,204.50 and to authorize the Mayor to enter into contracts for the project subject to ratification by the City Council at a later date. Mr. Bonds explained that this bid will also have to be awarded by MDOT, but that the City must approve it first. Council Member Davis moved, seconded by Council Member Bryan to approve the bid, as requested and to allow the Mayor to enter into contracts for the project subject to ratification by the City Council at a later date. Of those present, the vote was unanimous in favor. APPENDIX D

The vote to correct the minutes of the June 21, 2022 regular City Council meeting was unanimously approved and the Council Clerk is directed to notate on the June 21, 2022 minutes of the correction referencing the correction in these minutes of August 16, 2022.

## **STUDY AGENDA**

### **IN THE MATTER OF AMENDMENT TO 2018 INTERNATIONAL RESIDENTIAL CODE AND CODE OF ORDINANCES CHAPTER 7 – BUILDINGS AND BUILDING REGULATIONS ARTICLE XII – RENTAL HOUSING CODE SECTION 7-216 REQUIRING OVERHEAD RANGE HOOD OR DOWNDRAFT EXHAUST EQUIPMENT**

Upon the unanimous agreement of the City Council, the AMENDMENT TO 2018 INTERNATIONAL RESIDENTIAL CODE AND CODE OF ORDINANCES CHAPTER 7 – BUILDINGS AND BUILDING REGULATIONS ARTICLE XII – RENTAL HOUSING CODE SECTION 7-216 REQUIRING OVERHEAD RANGE HOOD OR DOWNDRAFT EXHAUST EQUIPMENT was moved from the Study Agenda to the Active Agenda at the next Regular meeting of the City Council.

## **EXECUTIVE SESSION**

Council Member Davis moved, seconded by Council Member Gaston, to determine the need for an executive session. Attorney Ben Logan said the session will be for prospective litigation and the purchase, sale or leasing of lands under Miss. Code Anno. 25-41-7 (b) (g) (1972 as amended). The vote was unanimous in favor at 6:31 p.m.

Council Member Palmer moved, seconded by Council Member Jones, to close the regular session and enter executive session for discussion of prospective litigation and the purchase, sale or leasing of lands under Miss. Code Anno. 25-41-7 (b) (g) (1972 as amended). The vote was unanimous in favor.

After discussion in executive session, Council Member Palmer moved, seconded by Council Member Beard to return to the regular meeting at 7:00 p.m. The vote was unanimous in favor.

**IN THE MATTER OF A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PURCHASE AGREEMENT WITH JO ANN GRIGGS FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 1112 CHAPMAN DRIVE**

Council Member Davis moved, seconded by Council Member Palmer, to approve a RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PURCHASE AGREEMENT WITH JO ANN GRIGGS FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 1112 CHAPMAN DRIVE. After two appraisals of the real property located at 1112 Chapman Drive, it is found that the value of the property is \$75,000 and that the Mayor and City Clerk are authorized to enter into a purchase agreement with Jo Ann Griggs for the purchase of the real property located at 1112 Chapman Drive. The vote was unanimous in favor. APPENDIX N

**IN THE MATTER OF AN ORDER AUTHORIZING THE PURCHASE OF A PORTION OF THE REAL PROPERTY LOCATED ON SPRING STREET AND IDENTIFIED AS PARCEL NUMBER 089P-31-112-00 AND AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO AND EXECUTE A CONTRACT OF PURCHASE.**

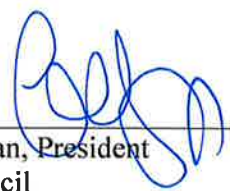
Council Member Beard moved, seconded by Council Member Gaston, to approve an ORDER AUTHORIZING THE PURCHASE OF THE REAL PROPERTY LOCATED ON SPRING STREET AND IDENTIFIED AS PARCEL NUMBER 089P-31-112-00 AND AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO AND EXECUTE A CONTRACT OF PURCHASE. It is found that an appraisal of the property has been conducted and its fair market value determined to be \$75,000, a summary thereof is attached to these Minutes. Therefore, the Order allows the Mayor to enter into and execute a contract of purchase with Mill Village Lumberyard LLC in the amount of \$75,000. The vote was unanimous in favor. APPENDIX O

**IN THE MATTER OF A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PURCHASE AGREEMENT WITH JAMES NATHAN SIZEMORE FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 3304 SOUTH GREEN STREET**

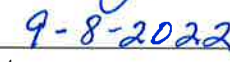
Council Member Beard moved, seconded by Council Member Jones, to approve a RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PURCHASE AGREEMENT WITH JAMES NATHAN SIZEMORE FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 3304 SOUTH GREEN STREET. The City has negotiated a contract (attached as Exhibit A) for the purchase of real property located at 3304 South Green Street from James Nathan Sizemore, for the best negotiated price of \$97,500. The vote was unanimous in favor. APPENDIX P

**ADJOURNMENT**

There being no further business to come before the Council at this time, Council Member Palmer moved, seconded by Council Member Jones to adjourn the meeting at 7:02 P.M. The vote was unanimous in favor. This the 16th day of August, 2022.

  
\_\_\_\_\_  
Lynn Bryan, President  
City Council

ATTEST:

  
\_\_\_\_\_  
Missy Shelton, Clerk of the Council  
\_\_\_\_\_  
Todd Jordan, Mayor  
\_\_\_\_\_  
Date

628

# **City of Tupelo Funding Request for FY2022-2023**

## **Lee County Youth Court Family Defense Team**

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This proposal is to request your continued funding of the Lee County Family Defense Team (hereinafter "FDT"). The goal of the team is to provide quality representation and case management to families whose children are either 1) in the custody of Lee County Child Protection Services or 2) are in a short-term safety plan with relatives or fictive kin due to identified increased risk of being taken into custody. Last fiscal year, you granted the Youth Court \$39,000.00 toward the funding of our team and we appreciate your confidence evidenced by this bequest.

When we started the creation of our FDT, a large focus was trying to use these services to prevent children from coming into CPS custody because that is the ultimate victory, we as a court look to achieve. A vital part of our team is our Safety Plan Parent Advocate Social Worker that is paired with a parent immediately after his or her children enter into a short-term safety plan. The social worker helps that parent to immediately begin working the plan of reunification by walking through this process set forth by CPS. To keep all partners accountable, our Youth Court Director of Abuse and Neglect Services, Hannah Seymore, holds monthly family team meetings to monitor the progress toward reunification. As I reported last year, by the use of our safety plan model the year of 2020 saw 144 children successfully avoid CPS custody (See Exhibit A), and we are excited to report that number has grown to 203 in 2021 (See Exhibit B). To put this into dollars and cents, 203 children multiplied by an average of \$600.00 per month in foster board payments equates to \$1,461,600.00 saved in just one year. The average length of time in care is usually close to two years. Money that our state, counties and cities did not have to fund and that does not even factor in the medical care or educational payments required for these children. More importantly, for every removal prevented, children are not exposed to additional trauma.

Since we last met in July of 2021, Lee County has faced an exponential increase in the number of children that have been placed in state custody. When we met last in August 2021, there were 142 children in CPS custody which is now 202 a year later. (See Exhibit C). With that 42% increase, the majority of that growth has occurred since January 2022. These are the children that we were either 1) not able to return to parents by successfully completing a short-term safety plan program or 2) children that were taken into custody without attempting a safety plan due to extreme circumstances of abuse or neglect. The majority of our current increase is from the second situation. With drug use as the primary reason for removal at 61%, our caseloads are riddled with parents with increased methamphetamine, cocaine and fentanyl use. We are also seeing a large rise in children testing positive from exposure to these substances which is leading to criminal charges against parents. Domestic violence has also been on the rise as a reason for removal. Further causing hardships, our local CPS office has experienced an extreme shortage which resulted in our state leadership sending teams to assist and evaluate how cases are handled here. With the conclusion of that evaluation, there was corrective action taken which was another reason for the sudden spike in early 2022. Lee County is to have 24 caseworkers and we are

currently at 12. With that large of an increase in the number of children in care and less CPS staff available, Lee County Youth Court has had to add additional staff and increase contracts with attorneys to cover the increased court time required. More pointedly, we had had to add staff and man hours simply to ensure the safety of children.

Our current FDT consists of two parent attorneys and two parent advocate social workers (one for parents whose children are in safety plans and one for parents whose children are in CPS custody). In addition, we have three guardians ad litem that serve to represent the best interest of the children before the court. A Peer Support Advocate will be added to our team in the Fall of 2023 which will complete the Family Defense Team Model. With that addition and already established CASA chapter, Lee County will be the only fully staffed and operating Family Defense Team in the state. This designation has offered us opportunities to present at conferences, to be featured in local, state and national publications. Judge Bevill will also present at the upcoming post Roe v. Wade legislative hearings to highlight the Lee County FDT model and advocate for family representation teams to be expanded across our state as way to strengthen and preserve families.

The team is presently staffed and funded in the following manner: \*All salaries and contributions are calculated on Lee County Fiscal Year (10/1/21-9/30/22).

Parent Attorney	\$39,000.00 *contract basis (Amanda Daniels) Paid by Lee County (\$30,750.00) Paid by Office of Public Defense (\$8,250.00)
Parent Attorney	\$30,000.00 *contract basis (Heather Joyner) Paid by Office of Public Defense (\$30,000.00)
Parent Advocate Social Worker for Safety Plans	\$30,000.00 *contract basis (Rachel Hodnett) Paid by Casey Family Programs (\$25,000.00) Paid by City of Saltillo (\$5,000.00)
Parent Advocate Social Worker For Custody	\$45,000.00 *employee of Lee County (plus \$20,726.94 fringe for total of \$65,726.94) (Dierdre Berry) Paid by City of Tupelo (\$39,000.00) Paid by Lee County (\$26,726.94)
Guardian ad litem	\$30,000.00 (Robbie Byers) *contract basis Paid by Lee County
Guardian ad litem	\$30,000.00 (Chereka Witherspoon-White) *contract basis Paid by Lee County & contract increased in 6/22 due to case numbers



Guardian ad litem \$30,000.00 (Bethany Clark) \*contract basis  
 Paid by Lee County  
 \*position added 6/22 due to increased case numbers

Peer Support Advocate \*coming Fall of 2023  
 Paid by Office of Public Defense

TEAM TOTAL: \$254,726.94

Lee County:	\$147,476.94
Office of Public Defense:	\$ 38,250.00
Casey Family Foundation:	\$ 25,000.00
City of Tupelo:	\$ 39,000.00
City of Saltillo:	\$ 5,000.00

First, thank you for the commitment you made in last budget year to our Family Defense Team in the amount of \$39,000.00. At that time, the focus of our request was to secure funds to move our parent advocate social worker for families in custody from a part-time contract employee to a full-time position. As you see with your contribution and that of Lee County, we were able to make that a reality.

Our current request is for the City of Tupelo to recommit to the \$39,000.00 given to our team last budget year and consider making the total budget award to the Lee County Youth Court for this fiscal year to be \$80,000.00. Our need is to continue our current funding and add a second parent advocate social worker for custody cases. Currently that position that is solely occupied by Dierdre Berry and this year she has also taken on the duties of being the Coordinator of the FDT since adding additional staff. This caseload is not sustainable for that position to present quality results with the 42% increase explained above. The intention is to give each attorney their own social worker to allow them to work as a team and also give Ms. Berry time to supervise our staff social workers and work on future projects.

With the addition of a new full-time parent advocate social worker, our team will also be assisting with a new court-based program that will serve truant children and families. This trauma-based intervention will include 1) assessment of the family and child, 2) possible enrollment into a 4-to-6-week program facilitated by licensed counselors currently employed with our court, 3) referrals to outside resources to assist with identified issues and 4) establishment of a monitoring period to ensure successful outcomes.

While our current task is simply overwhelming, our court has taken other opportunities to bring new resources to Lee County Youth Court. CASA (Court Appointed Special Advocate) is

a program where lay persons partner with a child<sup>681</sup> or sibling group in CPS custody to mentor and advocate to the court on their behalf. These persons receive specialized training offered by CASA and have already been appointed to six families with another eight volunteers being currently trained this month. Our goal is to have a CASA for every family within three years. This is an exciting avenue that we will depend on to gather much needed quality information to make decisions for the families we serve.

Another opportunity we are exploring is the establishment of the Lee County Youth Court Family Treatment Court accredited by State of Mississippi. In this program, the court would extensively monitor and partner with existing current community agencies to place parents in intensive drug rehabilitation programs with intense aftercare. It is becoming more and more apparent that we are not succeeding in supporting our parents to overcome their drug addiction with the current resources available to us. With increased funding and support, this model would open a new door to both our parents and the court in battling the drug addiction that is expanding at a pace we cannot sustain with our current treatment options.

Reminding you that children in CPS custody is only 1/3 of our court docket, we need your help. Your city is investing in many valuable projects that improve the lives of its citizens from better infrastructure to beautification projects. We are asking you to join with us in investing in human capital that will change the trajectory of the quality of life for not only the City of Tupelo but Lee County. Last year you requested proof that our caseloads reflected that the residents of the City of Tupelo were being served by our court and the data reflected almost 50 percent of our families were Tupelo residents. I will assert to you this has not changed. Our delinquency docket has risen with children in your city and Tupelo Public Schools continue to have high truancy rates. Our total Youth Court budget is over \$600,000.00 and our request to you will be used to further the goals of our court as outlined above. Thank you for your consideration and if you have any further questions, please do not hesitate to contact me.

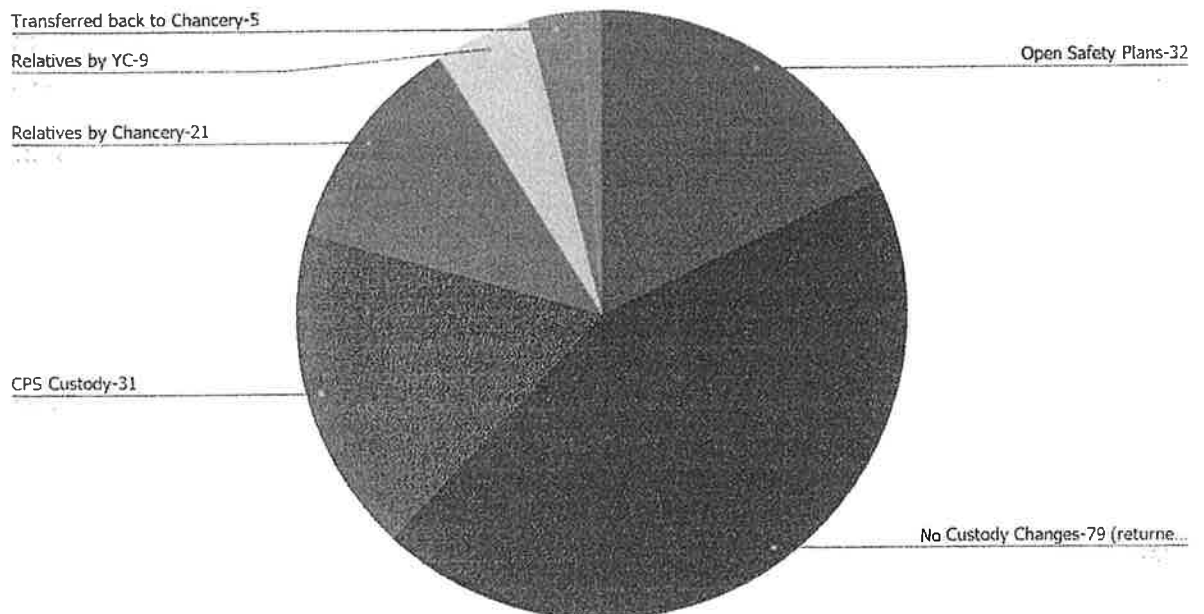
Submitted by Judge Staci Bevill  
July 25, 2022

Lee County Youth Court  
Safety Plan Data  
2020

- 94 Safety Plans were created in 2020.
- 179 children were involved in 94 safety plans.
  - One family of 4 children had a 2nd safety plan in 2020. These children are counted twice.
- 17 Safety plans created in 2020 are still open.
  - 32 children are in these 17 open safety plans.
- 31 children went into CPS custody out of 15 safety plans in 2020.
- 79 children were in 39 safety plans that closed with no custody changes made by Youth or Chancery Courts.
- 21 children in 16 safety plans were given to relatives or fictive kin by the Chancery Court.
- 9 children in 4 safety plans were given to the L&P of relatives by Youth Court and monitored as protection cases.
- 5 children in 2 safety plans were transferred to Youth Court by Chancery and were subsequently returned to Chancery with no custody changes made.
- 2 children in 1 safety plan transferred to another county.
- 144 Children successfully avoided CPS custody by way of Safety Plans

Safety Plan Outcomes

By number of children - Total 179

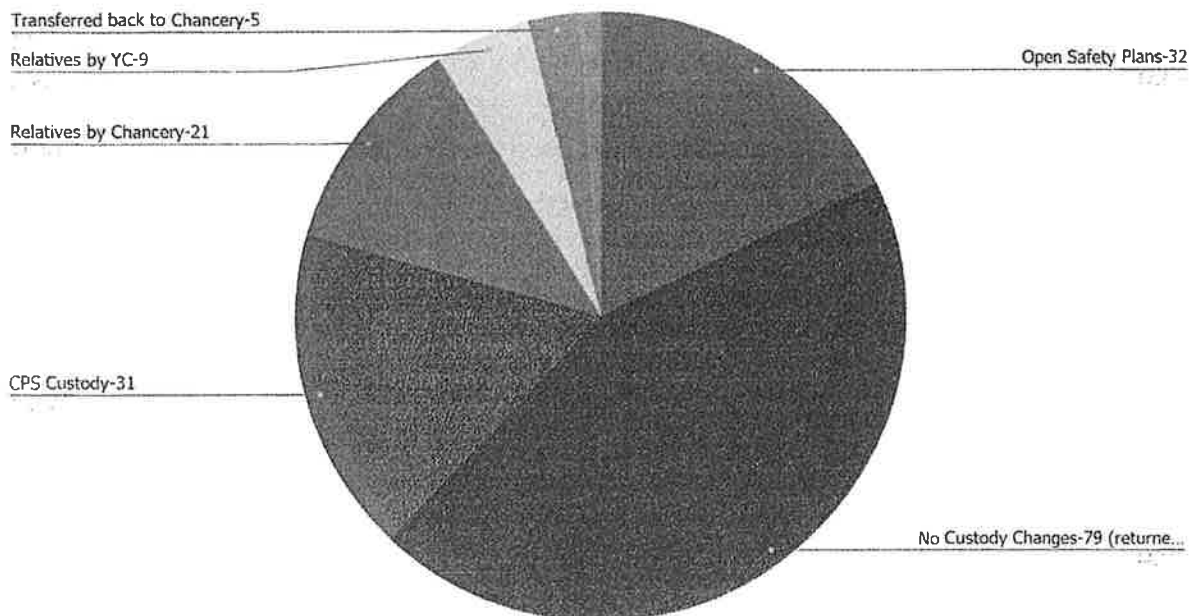


Lee County Youth Court  
Safety Plan Data  
2020

- 94 Safety Plans were created in 2020.
- 179 children were involved in 94 safety plans.
  - One family of 4 children had a 2nd safety plan in 2020. These children are counted twice.
- 17 Safety plans created in 2020 are still open.
  - 32 children are in these 17 open safety plans.
- 31 children went into CPS custody out of 15 safety plans in 2020.
- 79 children were in 39 safety plans that closed with no custody changes made by Youth or Chancery Courts.
- 21 children in 16 safety plans were given to relatives or fictive kin by the Chancery Court.
- 9 children in 4 safety plans were given to the L&P of relatives by Youth Court and monitored as protection cases.
- 5 children in 2 safety plans were transferred to Youth Court by Chancery and were subsequently returned to Chancery with no custody changes made.
- 2 children in 1 safety plan transferred to another county.
- 144 Children successfully avoided CPS custody by way of Safety Plans

Safety Plan Outcomes

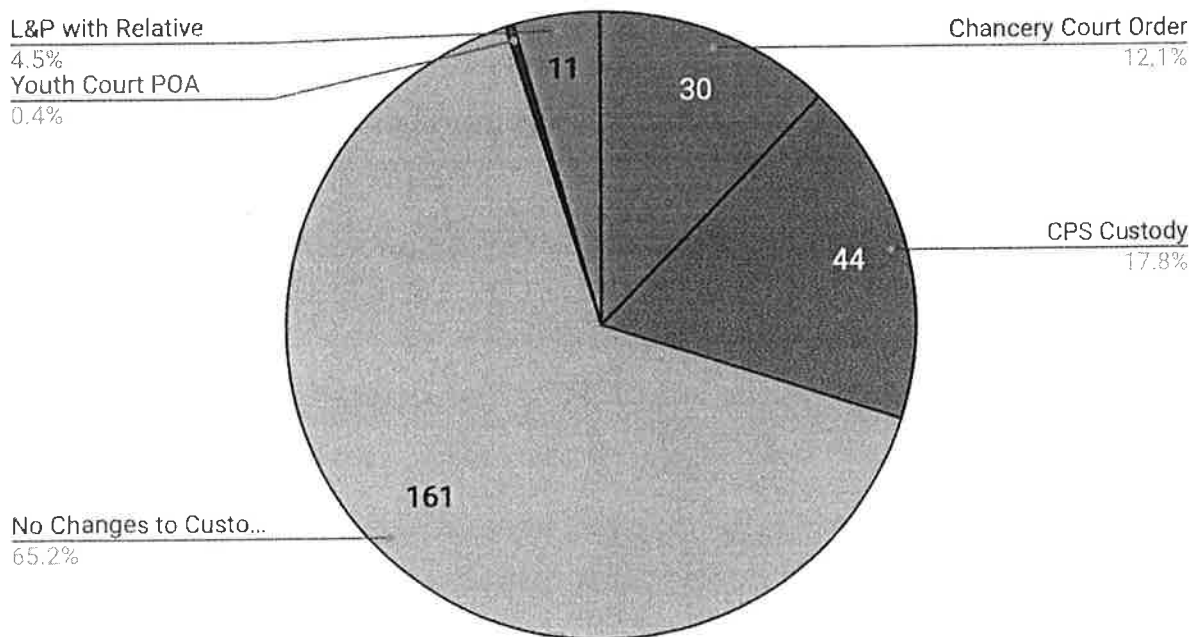
By number of children - Total 171



Lee County Youth Court  
Safety Plan Data  
2021

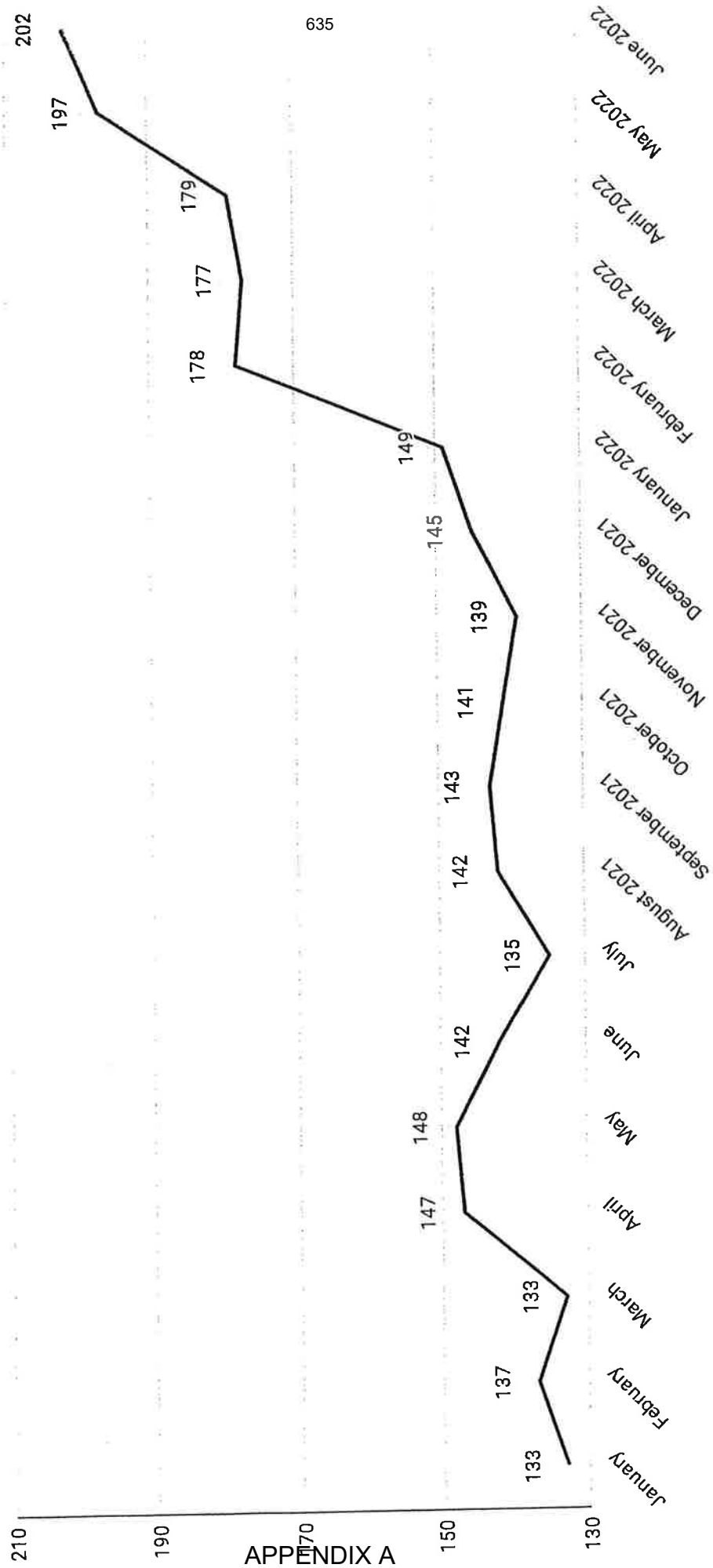
- 133 Safety Plans were created in 2021.
- 247 children were involved in 133 safety plans.
  - Four families of 5 total children had a 2nd safety plan in 2021. These children are counted twice.
- 1 Safety plan created in 2021 is still open.
  - 1 child is in this 1 open safety plan.
- 44 children went into CPS custody out of 18 safety plans in 2021.
- 161 children were in 87 safety plans that closed with no custody changes made by Youth or Chancery Courts.
- 30 children in 19 safety plans were given to relatives or fictive kin by the Chancery Court.
- 11 children in 7 safety plans were given to the L&P of relatives by Youth Court and monitored as protection cases.
- 1 POA was completed for 1 child in 1 safety plan in Youth Court.
- 203 Children successfully avoided CPS custody by way of Safety Plans.

### Safety Plan Outcomes for 2021



Updated 05/2022

# Total Lee County Children in Care



## **Traffic Committee Request**

### **Section: 3 Traffic Control**

- Citizen calls (662-841-6465) or emails ([trafficcommittee@tupeloms.gov](mailto:trafficcommittee@tupeloms.gov)) with a concern or request
- TWL/Pam will email Exhibit A to the citizen
- Citizen will email ([trafficcommittee@tupeloms.gov](mailto:trafficcommittee@tupeloms.gov)) to the traffic committee for review
- If the concern is the installation of speed table Pam will email Section 5 of the traffic control policy to the citizen
- The city engineer or his designee will identify the residents to be included in the traffic calming request.
- The citizen will return the traffic calming signature page to the [trafficcommittee@tupeloms.gov](mailto:trafficcommittee@tupeloms.gov)
- The results will be reviewed by the committee and a recommendation will be made to the City Council



Traffic Committee Manual	Policy #	300
Section: 3 Traffic Control	Effective Date:	June 7, 2022
Speed Calming	Supersedes:	

### **300 Traffic Control**

The Traffic Committee will make recommendations on installation and locations of traffic control devices to include but not limited to traffic signs and traffic lights, setting of speed limit ranges, and speed tables.





Traffic Committee Manual		301
Section: 3 Traffic Control	Effective Date:	June 7, 2022
Speed Limit Ranges	Supersedes:	

### **Objective of the Speed Limit Range Policy**

To establish a clear range of speed limits for each street classification for safety of the traveling public and to ensure optimum traffic flow.

### **Speed Limit Ranges**

Arterial	30 – 50 mph
Collector	30 – 45 mph
Local	20 – 30 mph
Residential	20 – 30 mph
Alley	10 – 20 mph

### **Factors to be considered when setting Speed Limits:**

1. Crash History – Crash History for the prior 12 months should be reviewed. The severity and frequency of crashes shall be considered, and the speed limit should not be raised if there are a significant number of crashes involving fatalities or severe personal injury and property damage.
2. Density – the density of the area should be considered in regards to Parcel Size and driveway access. Smaller Lot Sizes and higher numbers of driveways will necessitate lower speed limits to insure safety.
3. Complete Streets Ordinance – The Complete Streets Ordinance, which calls for pedestrian and bicycle facilities on new road construction should be considered when setting speed limits.
4. 85<sup>th</sup> Percentile Speed – the speed at or below which 85% of motorized vehicles currently travel should be used as a gauge to consider what the appropriate speed limit is.



Traffic Committee Manual		302
Section: 3 Traffic Control	Effective Date:	June 16, 2022
Speed Tables Policy	Supersedes:	

### **Objective of the Speed Table Policy**

To reduce vehicle speed and volume with a goal of increasing safety for pedestrians and other vehicle traffic in the area.

### **Speed Tables Defined**

Speed Tables are a traffic calming device that raises the entire wheelbase of a vehicle to reduce speed and volume along local residential streets. Speed tables are typically 22-foot in length (6-foot approaches, 10-foot plateau) and 3 to 6 inches above the street grade. They may be constructed of concrete, asphalt or hard plastic for areas that require temporary tables for an engineering study. It will extend the entire width of the roadway unless special design consideration is given. A few advantages of speed tables would be that they are self-enforcing traffic calmers and they may reduce speed and volume of traffic.

### **Requirements of a Speed Table**

Speed tables may be considered in locations that meet the following criteria:

1. The roadway must be classified as a two-lane street. Its classification will be that of a neighborhood residential street with a speed limit of 30 mph or less.
2. The street must have adequate sight distances to safely accommodate the speed tables as determined by an engineer.
3. The speed tables must not interfere with existing street drainage, property access or driveways.
4. The street must not have curves or grades that prevent safe placement of the speed table. A speed table shall not be placed on streets with a vertical grade of more than 8% on their immediate approaches.
5. Special designed tables that do not meet these standards may be submitted for review by the engineer.
6. Speed Tables are typically in pairs 300 to 500 feet apart, depending on the engineer's recommendations.
7. All locations shall be signed and striped in accordance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD).
8. Locations that may have a potential to decrease driver or pedestrian safety shall not be approved.
9. Locations along major thoroughfares shall not be approved. This includes any street designated as an Arterial, Collector, or Local Road.



Traffic Committee Manual		303
Section: 3 Traffic Control	Effective Date:	June 16, 2022
Speed Table Request	Supersedes:	

### **Requirements of a Speed Study and Traffic Calming**

A Speed Study may be requested by a Neighborhood Association, Homeowners Association, a City Councilman or a private home owner. Devices such as the SCAT trailer, traffic counters, cameras, and other available technology may be used to collect data to determine the traffic count, severity of vehicle speeding, and time distribution of traffic through the area. The requesting group or person must submit an application. The application must provide the name, address, email, phone number and location of the project to be considered (Exhibit A). The application will be submitted to [www.trafficcommittee@tupeloms.gov](mailto:www.trafficcommittee@tupeloms.gov). The application will be reviewed by the city engineer. If the application meets the speed table requirements the requesting group will be notified of the next step.

Prior to placement of traffic calming devices, the requesting group will be responsible for doing their due diligence. The requesting group must present a consensus from 60% of the residents adjacent to the subject area, to be determined by the city engineer. Consent is to take the form of a formal petition that will contain the properties residents' names, addresses, phone number, email and signature (Exhibit B). The request along with the petitions will be sent to the City of Tupelo attn. Traffic Committee to be reviewed. The traffic Committee has the option of recommending approval or alternate traffic calming measures. The committee's recommendation will be sent to the Tupelo City Council for final approval. Once this process is complete, it will be placed on the Speed Table Project List.



Traffic Committee Manual	Policy #	304
Section: Calming Request	Effective Date:	June 7, 2022
Exhibit "A"	Supersedes:	

## Traffic Committee Request

Name/Business: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Neighborhood Association: \_\_\_\_\_

Request: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Return to: City of Tupelo – Traffic Committee

P.O. Box 1485

Tupelo, MS 38802-1485

Email: [trafficcommittee@tupeloms.gov](mailto:trafficcommittee@tupeloms.gov)

Office Use Only:

Traffic Count: \_\_\_\_\_

Review by City Engineer: \_\_\_\_\_

Action Recommend: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Completed and Citizen Notified: \_\_\_\_\_



Traffic Committee Manual	Policy #	305
Section: Calming Request	Effective Date:	June 7, 2022
Exhibit "B"	Supersedes:	

## TRAFFIC CALMING REQUEST

**NEIGHBORHOOD** \_\_\_\_\_

	NAME	EMAIL	ADDRESS	PHONE	SIGNATURE
--	------	-------	---------	-------	-----------

1.					
2.					
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## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Tanner Newman, Director of Development Services  
**DATE:** August 16, 2022  
**SUBJECT:** IN THE MATTER OF REVIEW/APPROVE TAX ABATEMENT  
APPLICATION FOR HOTEL TUPELO TN

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**Request:**

**Council moved this item from the Study Agenda to the Action Agenda at their August 2, 2022 meeting.**

Review the attached tax abatement application submitted by Tupelo Hotel Group, LCC for Hotel Tupelo located at 314 E. Main Street.

Pursuant to the attached Agreement for Purchase and Sale of Real Estate between Tupelo Redevelopment Agency, the City of Tupelo, and The Thrash Group, LLC, the tax abatement application meets the requirements for a seven year abatement of city taxes on new commercial construction (excluding tax exemption for school district purposes).

**Attachments:**

1. Application for Tax Abatement/City Commercial Ad Valorem Tax Exemption
2. Map showing location of Hotel Tupelo in the Downtown Central Business District
3. Warranty Deed
4. Certificate of Occupancy
5. Documentation of New Construction Value
6. Before and After Photographs
7. Agreement for Purchase and Sale of Real Estate

# APPLICATION FOR COMMERCIAL AD VALOREM TAX EXEMPTION

UNDER MISS. CODE ANN. § 17-21-5

(EXCLUDING TAX EXEMPTION FOR SCHOOL DISTRICT PURPOSES)

City of Tupelo | Department of Development Services

Mail: PO Box 1485, Tupelo, MS 38802-1485

Phone: (662) 432-1625 Fax: (662) 841-6550

Email: tanner.newman@tupeloms.gov



Property Owner Name: Tupelo Hotel Group, LLC

Owner Mailing Address: 19 Woodstone Plaza Hattiesburg, MS 39402

Property Address: 314 E Main Street Tupelo, MS 38804 Parcel Number: 089Q-32-005-00

Name of Business: Hotel Tupelo

Type of Business: Hotel

Total Project Cost: Attached

Number of Employees: 60 est.

The following requirements must be met to qualify for the tax exemption program:

- 1) Identify in which District the property is located (**attach map showing location of property**):
  - ☒ Central Business District (except Urban Renewal Project area designated by Tupelo City Council on December 1, 1998)
  - ☐ Redevelopment District
  - ☐ Business Improvement District
- 2) Meet all Building and Development Code regulations (**attach copy of Certificate of Occupancy**)
- 3) Application must be submitted within 6 months of issuance of Certificate of Occupancy.
- 4) Identify which one or more of the following objectives applicant contends is met by the new construction, renovation, or improvement:
  - ☐ Substantial renovation of, adaptive reuse, or historic preservation of existing structure (**attach statement from architect**)
  - ☒ New building construction



\_\_\_\_\_ Improvement of design quality above city code requirements (**attach certification by Development Services staff**)

\_\_\_\_\_ Access management improvement (vehicular or pedestrian connection to adjoining properties) (**attach certification by Development Services staff**)

\_\_\_\_\_ Energy efficiency improvements (**document according to LEED system**)

- 5) Document value of new construction or improvements to the property (**attach contractor invoices or accountant's compilation of capital costs, and before and after photographs of property**) A brief summary of the project and attachments may also be submitted. *Attached*

- 6) Describe how the new construction, renovation or improvement is for the promotion of business, commerce or industry, or for the promotion of historic preservation:

*Hotel Tupelo is the only full-service, boutique hotel in the city of Tupelo. This type of hotel was requested by local businesses and industry. We signed up more corporate accounts in our first month open than we typically sign up in 6 months. It was a need for the city and downtown.*  
(Additional sheets may be attached.)

  
Owner signature

*7-15-22*  
Date

Ike Thrash, Managing Member  
If owner is not an individual, identify  
representative capacity of individual signing.  
(e.g., president, partner, etc.)

The following is to be completed by Department of Development Services:

1. Does property meet all city of Tupelo Building and Development Code regulations?  
Yes ☒ No \_\_\_\_\_
2. For new construction, is commercial property privately owned? Yes ☒ No \_\_\_\_\_



3. Was construction, renovation, or improvement completed and approved by the City of Tupelo Development Services Department no more than 180 days prior to submission of this application for ad valorem tax exemption? Yes ☒ No ☐
4. Was construction, renovation, or improvement pursuant to the requirements of an approved project of the City of Tupelo for the development of the Central Business District, designated Business Improvement District, Urban Renewal District, or designated Redevelopment Districts and/or for the preservation and revitalization of Historic Preservation District? Yes ☒ No ☐
5. Was project cost (excluding property purchase price) at least \$10,000? Yes ☒ No ☐

Date application received by Development Services Department: 7-18-22

Received by: Tanner Newman, Director of Develop. Services







Prepared by  
& Return to: Scott Davis & Associates, P.A.  
MS Bar # 8448  
P. O. Box 469  
Tupelo, MS 38802  
(662) 840-1791

**Grantor**  
Tupelo Redevelopment  
Agency

Address: 71 E Troy St.  
Tupelo, MS 38804  
Telephone No: 662-841-6513

**Indexing Instructions:**

Lots 6A and 6B Fairpark District, Phase Three-B, Plat C, Slide 58  
SW 1/4 Sec. 32, T9S, R6E, Lee Co., MS

**WARRANTY DEED**

To

**Grantee**  
Tupelo Hotel Group, LLC

Address: 19 Woodstone Plaza Dr  
Hattiesburg, MS 39402  
Telephone No: 601-271-2290

Bill Benson  
CLERK

For and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Tupelo Redevelopment Agency, an urban renewal agency of the City of Tupelo, Mississippi, hereinafter referred to as “Grantor”, does hereby convey, and warrant unto Tupelo Hotel Group, LLC, a Mississippi limited liability company, hereinafter referred to as “Grantee” the following described property, lying and being situated in Lee County, Mississippi, to wit:

See Exhibit “A”

Subject to any easements, restrictions, covenants and mineral reservations of record.

Subject to the Declaration of Covenants, Conditions and Restrictions for Fairpark Owners' Association, Inc. applicable to the above described real property filed for record in the office of the Chancery Clerk of Lee County, Mississippi as Instrument No. 0215732.

Grantor, its successors or assigns, hereby reserves a perpetual non-exclusive easement for ingress and egress for pedestrian and vehicular traffic and shared parking over the driving lanes, parking areas and walkways of the parking lots developed or to be developed by Grantee, its successors or assigns.

WITNESS MY SIGNATURE, this the 18<sup>th</sup> day of December, 2019.

Tupelo Redevelopment Agency

By: 

Reed Hillen, Chairman

Bill Benson  
CLERK

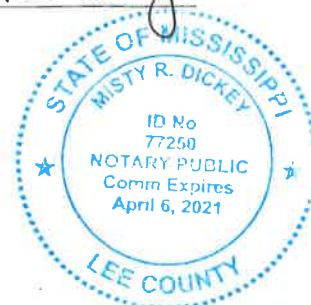
STATE OF MISSISSIPPI  
COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, Reed Hillen, Chairman of Tupelo Redevelopment Agency, an urban renewal agency of the City of Tupelo, Mississippi, who acknowledged that as such officer he signed and delivered the above and foregoing WARRANTY DEED on the day and year therein mentioned as the act and deed of said entity and by authority of resolution.

Given under my Hand and Seal of Office, this the 18<sup>th</sup> day of December, 2019.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 4-6-2021



**Exhibit A**

Lot 6A and Lot 6B of Fairpark District - Phase Three-B, as same is recorded in Plat Cabinet C at Slide 58 of the records of maps and plats on file in the office of the Chancery Clerk of Lee County, Mississippi; lying and being in the Southwest Quarter of Section 32, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi.





**City of Tupelo**

PO Box 1485, Tupelo, MS 38802

Voice (662) 841-6510, Fax (662) 841-6550

E-Mail: [permits@tupeloms.gov](mailto:permits@tupeloms.gov)**CERTIFICATE OF OCCUPANCY**  
**CERTIFICATE OF OCC - COMMER****Occupant:** HOTEL TUPELO**Address:** 314 E MAIN ST**Parcel:** 089Q3200500**Applicant Number:**

1811458

**Owner:** Name: TUPELO HOTEL GROUP LLC  
Address: 19 WOODSTONE PLAZA DR  
HATTIESBURG, MS 39402**Approved Occupancy:****Issued:** 01/25/2022 **By:** G.R**Expires:****Signature:***Gladys Ruff*

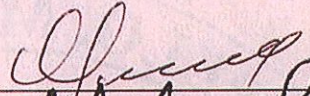


This permit becomes null and void if work or construction authorized is not commenced within six months, or if construction or work is suspended, or abandoned for a period of six months at any time after the work is started. The City of Tupelo Development Code Section 5.11.1 (a) states that "A building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

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

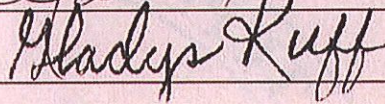
Date: 01/25/22

Applicant's  
Signature:



Date: 1-25-22

Approval:





**RANDALL W. FISHER CPA, P.C.  
RANDALL W FISHER CPA  
140 WESTCHESTER CT  
LENOIR CITY, TN 37772-6900  
(970) 778-8113  
FAX 865-531-9149  
randyfishercpa@gmail.com**

June 1, 2022

Ms. Sara Watson  
Tourism Rebate Program  
MS Development Authority  
PO Box 849  
Jackson, MS 39205

Dear Ms. Watson,

In accordance with the MS Tourism Tax Rebate Program, we have performed certain agreed upon procedures to certify the approved costs of Tupelo Hotel LLC's tourism tax rebate development project, a Tourism Rebate Program Project, under the MS Development Authority.

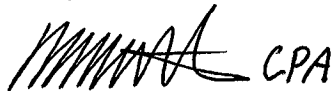
Our procedures were performed in accordance with attestation standards established by the American Institute of Certified Public Accountants.

We reviewed the supporting vendor invoices and corresponding remittances for Tupelo Hotel LLC's tourism development project for the phase of costs from inception through March 31, 2022, ascertaining that the costs directly relate to the tourism rebate program and that the expenditures were made in accordance with the MS Tourism Tax Rebate Program Application.

Total costs reviewed and certified are as follows:

Land Acquisition	\$ 300,000
Architectural & Engineering	\$ 320,000
Legal & Consulting Fees	\$ 204,291
Building Construction	\$ 12,620,533
Restaurant Construction	\$ 912,000
Equipment	\$ 970,072
Building Fixtures	\$ 1,442,081
Restaurant Equipment	\$ 245,001
Total Certified Costs	<u>\$ 17,013,978</u>

Based upon the procedures performed, we hereby certify the tourism rebate program project costs for the Tupelo Hotel LLC project totaled \$17,013,978. This project satisfies the minimum cost requirements for the program. This project meets the cost per room threshold of at least \$200k for a boutique hotel within program guidelines.



Randall W Fisher CPA  
Randall W Fisher CPA PC



## Pre-Development: 12/18/19

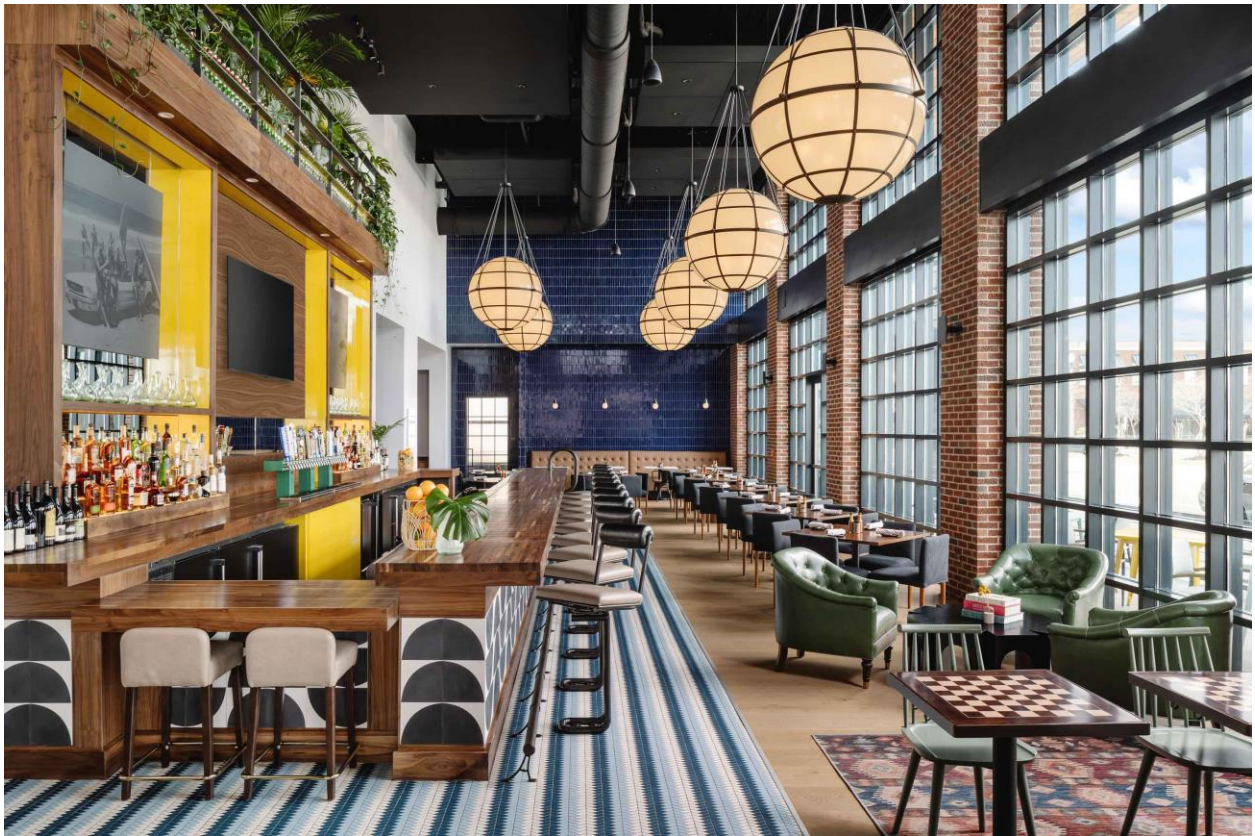


## Post-Development: 01/25/22















## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

STATE OF MISSISSIPPI

CITY OF TUPELO

**This Agreement for Purchase and Sale of Real Estate** is made this 6 day of August, 2019 and entered into by and between the **Tupelo Redevelopment Agency**, an urban renewal agency of the City of Tupelo, Mississippi, organized and existing under the laws of the State of Mississippi (hereinafter referred to as SELLER) and **The Thrash Group, LLC**, a Mississippi limited liability company (hereinafter referred to as PURCHASER). The full agreement is as follows:

### STATEMENT OF BACKGROUND INFORMATION

1. SELLER owns all that tract or parcel of land described as an approximately 0.5+/- acre parcel of undeveloped land located in the Fairpark Development on Main Street in the City of Tupelo and State of Mississippi. The full legal description of the property to be conveyed is Lot 6A and Lot 6B Fairpark District – Phase Three-B as described in metes and bounds on the plat attached by SELLER as Exhibit “B”.
2. SELLER desires to sell and PURCHASER desires to purchase all the real estate on the terms and conditions set forth in this Agreement.

### STATEMENT OF AGREEMENT

Now, therefore, in consideration of the Earnest Money paid and the mutual covenants and conditions set forth herein, PURCHASER and SELLER agree as follow:

#### ARTICLE 1

##### Definitions

As used herein, the terms below shall have the definitions set forth as follow:

- 1.01 Broker – There are no brokers involved in this transaction.
- 1.02 Closing Agent – Commonwealth Title of Dallas 2651 N. Harwood Street, Suite 260, Dallas, TX 75201, Attn: Sharon Cooper-(214)-855-8429.
- 1.03 Closing or Closing Date – The date on which the delivery and exchange of all documents and other items required by this Agreement, will take place, and disbursements of the proceeds of the sale, issuance of the title policy, and consummation of the transaction contemplated herein will all occur.
- 1.04 Escrow Agent – Commonwealth Title of Dallas 2651 N. Harwood Street, Suite 260, Dallas, TX 75201, Attn: Sharon Cooper-(214)-855-8429.
- 1.05 Property – tract or parcel of land described as an approximately 0.5+/- acre parcel of undeveloped land located in the Fairpark Development on Main Street in the City of Tupelo and State of Mississippi. The full legal description of the property to be conveyed is attached by SELLER as Exhibit “B”
- 1.06 Purchase Price –The price to be paid by PURCHASER for the property, as determined pursuant to Article 3 of this Agreement.
- 1.07 Permitted Exceptions – See Article 7
- 1.08 SELLER – Tupelo Redevelopment Agency
- 1.09 PURCHASER – The Thrash Group, LLC
- 1.10 Survey- Should the purchaser desire to commission and pay for an ALTA survey under Article 9 of this Agreement, the parcel to be sold under this Agreement will have a survey completed and included, unless disputed by the seller, as a replacement Exhibit “B” to this Agreement.
- 1.11 ADDITIONAL INDUCER – City of Tupelo, Mississippi



- 1.12 Effective Date – The date upon which this Agreement has been executed by both parties as evidenced by the date next to their executions on the signature page of this Agreement.

## **ARTICLE 2**

### **Purchase and Sale of Property**

Upon the terms and conditions set forth in this Agreement, SELLER agrees to sell, transfer and convey to PURCHASER, and PURCHASER agrees to purchase from SELLER the Property.

## **ARTICLE 3**

### **Purchase Price**

The Purchase Price for the Property shall be Three Hundred Thousand and No/100 (\$300,000.00) Dollars paid in cash at Closing.

## **ARTICLE 4**

### **Earnest Money**

Upon acceptance of this Agreement by PURCHASER, PURCHASER shall immediately remit to the Escrow Agent the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) in Earnest Money. This Earnest Money is fully refundable to PURCHASER at any time prior to the end of the Inspection Period. After the expiration of the Inspection Period, the Earnest Money shall be returned to PURCHASER only if SELLER defaults under this Agreement. The Escrow Agent shall promptly deposit such Earnest Money and additional amounts received in an account.

Escrow Agent shall make disbursements of the Earnest Money in accordance with this Agreement and the Title Company "Earnest Money Escrow Agreement" of even date herewith between the parties and the Title Company. Should any controversy arise between or among the SELLER, PURCHASER and/or Escrow Agent with respect to (i) this Agreement, or (ii) any rights to the payment, application or delivery of the Earnest Money, the Escrow Agent shall have the right to institute a Bill of Interpleader in any court in the State of Mississippi to determine the rights of the parties. The Earnest Money and the interest earned thereon (if any) shall be applied to the Purchase Price at Closing.

## **ARTICLE 5**

### **Closing**

The consummation of the sale and purchase of the Property pursuant to the terms of this Agreement (the "Closing") shall be consummated on or before the 30 days from the end of the Inspection Period. The Earnest Money deposit of \$50,000 shall apply to the Purchase Price at Closing. The Earnest Money deposit shall be non-refundable after 5 p.m. on the expiration of the Inspection Period for any reason other than the SELLER being unable to meet the formal requirements of this Agreement.

## **ARTICLE 6**

### **Title Conveyance**

At Closing, SELLER shall convey to PURCHASER a good, indefeasible, and insurable title to the Property free and clear of encumbrances except for the Permitted Exceptions. Title to the Property shall be marketable and free from defects, other than roadways, easements, and restrictive covenants of record, and the Permitted Exceptions, which PURCHASER agrees to accept as of Closing.

## ARTICLE 7

### Title Examination

On or before the end of the Inspection Period, SELLER shall obtain and deliver to PURCHASER an Owner's Title Insurance Commitment as to the Property through the Closing Agent. On or before the end of the Inspection Period (or such later date which is mutually acceptable to the parties hereto), PURCHASER and SELLER shall agree on those exceptions to title which shall survive the Closing, which "Permitted Exceptions" shall include matters listed on Exhibit "D" attached hereto and by this reference made a part hereof, which may be revised subject to PURCHASER's and SELLER's agreement (the "Permitted Exceptions") as well as those exceptions to title which shall be removed prior to the Closing (the "Other Exceptions"). The list of Permitted Exceptions shall be attached to this Agreement as Exhibit "D" and the list of Other Exceptions shall be attached to this Agreement as Exhibit "E". All title examination costs and premiums shall be split between PURCHASER and SELLER. PURCHASER shall pay for any required survey updates or third-party reports.

- 7.01.1 If PURCHASER and SELLER are not able to agree upon the Permitted Exceptions within five days of issuance of Title Commitment, PURCHASER may terminate this Agreement and immediately recover the Earnest Money (and any interest, if applicable).
- 7.01.2 If PURCHASER and SELLER are not able to agree upon the Permitted Exceptions within five days of issuance of Title Commitment (or such later date which is mutually acceptable to the parties hereto) and PURCHASER does not terminate this Agreement, then the list of Permitted Exceptions shall include, in addition to those items agreed to by PURCHASER and SELLER, those exceptions to title which PURCHASER and SELLER were not able to agree upon.
- 7.01.3 SELLER shall have a reasonable time (but not later than Closing) to satisfy the Other Exceptions. If SELLER fails to satisfy the Other Exceptions by Closing or deliver title as required by Article 6, PURCHASER's sole remedy at law or in equity shall be to terminate this Agreement and receive a refund of the Earnest Money (and any interest, if applicable). PURCHASER acknowledges that SELLER has no obligation to cure any of the Other Exceptions.

## ARTICLE 8

### Proration of Taxes/Property Obligations

Real Property Taxes and Personal Property Taxes for the year of the Closing and Property operating expenses, including any other taxes, shall be prorated as of the date of the Closing and prorated and shared equally for the day of Closing. In the event the current year's taxes are not available at the time of Closing, the proration shall be based upon the amount of taxes for 2018 as agreed by the taxing municipality, and PURCHASER and SELLER agree to adjust between themselves any differences in the tax proration after the tax bill for the year of Closing is available. All bills, insurance, management fees, and all other similar obligations related to the operation of the property prior to closing are to be paid current through closing by SELLER. This Article 8 shall survive the Closing.

## ARTICLE 9

### Survey

No later than five (5) days after the date of this Agreement, SELLER shall deliver to PURCHASER any existing surveys of the property in its possession. After receipt of current survey, PURCHASER may order, at PURCHASER's expense, a current ALTA survey of the Property certified by a licensed surveyor of PURCHASER's choice. Unless disputed by SELLER, this survey shall replace the legal description in Exhibit "B" of this Agreement and shall include: the legal description of the Property, location of on-site access to all the usual utility services, and the dimensions and total size of the parcel.



**ARTICLE 10**  
**Warranty Deed and Bill of Sale**

SELLER agrees to convey title to Property by warranty deed in a form customarily utilized in Mississippi. Title to the personal property which is located on the Property shall be conveyed by a Blanket Bill of Sale, without warranty covering and conveying all furnishings, fixtures, equipment, inventory, general chattels, and personal property, if any.

**ARTICLE 11**  
**Owner's Affidavit and Other documents**

SELLER agrees to furnish PURCHASER with an Owner's Affidavit in such form as title insurer shall reasonably require, including but not limited to showing that all debts for labor and materials used in improving the Property have been paid in full and that there are not any outstanding claims, suits, debts, liens or judgments against the Property except for the Permitted Exceptions and matters insured over by the title insurer. PURCHASER and SELLER shall also execute such other documents as are reasonably required to consummate the transaction contemplated by this Agreement.

**ARTICLE 12**  
**Notices**

Any notice, demand, or document which either party is required or may desire to give or deliver to or make upon the other party shall, in the case of a notice or demand, be in writing and sent by facsimile transmission, by hand delivery, by commercial delivery service (such as Federal Express) or sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed to such party at its address set forth herein below, subject to the right of either party to designate a different address by notice similarly given. Any notice, demand, or document so given shall be deemed delivered or made upon receipt at such address, or on the date of delivery by a hand delivery or by a commercial delivery service (if guaranteed overnight for next day delivery by such commercial delivery service), if mailed, three (3) days after postmarked by the U.S. Postal Service, or if faxed, upon transmission as evidenced by a transmission confirmation report.

As to SELLER:                      Tupelo Redevelopment Authority  
   P.O. Box 468  
   Tupelo, MS 33802  
   662-841-6598 office

As to PURCHASER:              The Thrash Group, LLC  
   59 98 Place Blvd.  
   Hattiesburg, MS 39402  
   (601) 271-2290 office  
   (601) 271-2292 fax

PURCHASER and SELLER have the right from time to time, to designate by written notice to the other parties, such other person or persons and such other addresses in the United States as PURCHASER or SELLER may desire written notices to be delivered or sent in accordance herewith; provided, however at no time shall any party be required to send more than an original and two copies of any such notice, demand or request required or permitted hereunder.

### ARTICLE 13

#### Contingencies/Inspection Period

13.1 The following contingencies shall be satisfied within the Inspection Period: (1) Proper Zoning and permitting to allow for a hotel development of at least 80 rooms and 4 stories of 50-foot of height (2) Proof that all utilities will be available to the Property prior to Closing and that the utilities provided are adequate for the development and agreement to bring all utilities (water, sewer, storm drainage, phone cable) to the back of the curb (3) PURCHASER's acceptance of parking arrangement with at least 40 off site designated spaces and the delineation of the parcel between the PURCHASER and SELLER as shown in Exhibit "C" and (4) For a period of Five (5) years, SELLER will not sell any additional sites that it owns south of Main Street in Fairpark for another hotel development without PURCHASER's written approval.

13.2 The Inspection Period shall run for a period of ninety (90) days from the Effective Date of this Agreement. If the contingencies included under Section 13.1 are not satisfied within (90) days from the execution of this Agreement, then the Agreement shall automatically terminate, in which case the PURCHASER shall be refunded the earnest money and the parties shall be relieved of any further obligations under this Agreement. PURCHASER and SELLER can agree to extend the Inspection Period if all the contingencies are not yet complete if agreed to in writing by both SELLER and PURCHASER. SELLER agrees to cooperate with PURCHASER and/or his representatives during the Inspection Period in making the Property available to PURCHASER and/or his representatives during reasonable business hours. PURCHASER shall be granted access at any time during this contract for third party reports (environmental engineering report, lender's inspection, survey, historical survey, and appraisal). PURCHASER may elect to terminate this agreement at its sole discretion during the Inspection Period or upon SELLER's default by notifying SELLER of such in writing with a full refund of the Earnest Money and interest (if any) being made to PURCHASER. If PURCHASER fails to give SELLER and Escrow Agent notice of PURCHASER's election to terminate this Agreement on or before the expiration of the Inspection Period, then PURCHASER shall be deemed conclusively to have irrevocably waived its right to terminate this Agreement pursuant to this Section 13.2.

13.3 To the extent in their possession, SELLER shall provide PURCHASER with all of the available items described in Exhibit "A".

13.4 PURCHASER is acquiring the Property "AS IS" and "WHERE IS" without representation or warranty, except as expressly provided in this Agreement. Except as expressly set forth in this Agreement, SELLER hereby specifically disclaims any representation or warranty, expressed or implied, including without limitations those concerning (a) the nature and condition of the Property and the suitability of the Property for any and all activities and uses which PURCHASER may elect to conduct thereon; (b) the manner, construction, condition and state of repair or lack of repair of any improvement located on, or comprising, the Property or part thereof, and (c) the compliance of the Property or its operation with any laws, rules, ordinances, or regulations of any government or other body, including, but not limited to, the Americans with Disabilities Act and other laws regarding access for handicapped persons, it being understood that PURCHASER has had the full opportunity to determine for itself the condition of the Property. The sale of the Property is made on an "AS IS" and "WHERE IS" basis and PURCHASER expressly acknowledges that, in consideration of the agreements of SELLER herein, except as otherwise expressly set forth herein, SELLER HAS NOT MADE, AND DOES NOT MAKE, ANY WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF THE QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PROPERTY, SOIL CONDITION, OR THE PRESENCE OR RELEASE OF HAZARDOUS MATERIALS.

### ARTICLE 14

#### Indemnification During Inspection

It is understood that PURCHASER, upon notice to SELLER shall have the right from and after the date of this Agreement through the date of Closing to complete such surveys, including but not limited to environmental inspections and surveys, and other inspections as are deemed necessary by PURCHASER. PURCHASER agrees to

indemnify and hold SELLER harmless from and against loss or damage SELLER may incur and any and all liens that may arise as a result of PURCHASER's activities or the activities of PURCHASER's agents, representatives or persons or properties arising out of or connected with PURCHASER's (or its agents, representatives, or designees) going upon the Property pursuant to the provisions of Article 13 or otherwise, and against all costs, expenses, and liabilities occurring in or in connection with any such claim or proceeding brought thereon, including, without limitation, court costs and reasonable attorneys' fees, (specifically excluding, however, any violations of law or other circumstances relating to the Property which are merely discovered by PURCHASER during its inspections). This indemnity shall survive the Closing or any termination of this Agreement.

#### **ARTICLE 15**

##### Broker

This Agreement was not brought about directly, or indirectly, by any real estate agency or broker. There will be no real estate fees incurred as a result of this transaction.

#### **ARTICLE 16**

##### Warranties of SELLER

Prior to the closing of the transaction contemplated by this Agreement and the title company's insuring of title in PURCHASER, SELLER warrants and represents to the best knowledge and belief of the SELLER, without any independent investigation, that:

- (a) SELLER has good and indefeasible fee simple title to the Property subject only to the exceptions set forth in Exhibit "D" attached hereto and made a part hereof. Breach of any one or more clauses of this warranty shall permit the PURCHASER to terminate this Agreement. PURCHASER's sole remedy at law or in equity for the breach of any warranty by the SELLER shall be the termination of this Agreement and a full refund of the Earnest Money deposited in escrow.
- (b) SELLER has full authority to sell the Property
- (c) Executing this Agreement will not cause a breach of any other agreements to which SELLER is a party
- (d) SELLER has no knowledge of any actual or threatened litigation with respect to the Property, including governmental agencies under condemnation authority or proceeding similar thereto. SELLER will disclose any knowledge of the actual or threatened litigation with the due diligence items attached to this Agreement.
- (e) To the best of SELLER's knowledge, SELLER has not received any notice that the Property is in violation of any codes or ordinances. SELLER will disclose any notice with the due diligence items attached to this Agreement.
- (f) To the best of SELLER's knowledge, without investigation, all assessments that are liens against the Property are shown in the official records of the taxing authorities in whose jurisdiction the Property is located.
- (g) So long as PURCHASER has not breached this Agreement, SELLER will not sell, encumber, convey, assign or contract to sell, encumber, convey or assign all or any part of the Property nor take or cause to be taken any action in conflict with this Agreement at any time during the pendency thereof.

#### **ARTICLE 17**

##### Default – Rights of Parties

If the sale and purchase of the Property contemplated by this Agreement is not consummated because of PURCHASER's default, SELLER shall retain the Earnest Money as SELLER's sole and exclusive remedy hereunder, as full liquidated damages for such default of PURCHASER and not as a penalty; the parties hereby

acknowledging and agreeing that it is difficult or impossible to estimate accurately the damages that might be suffered by SELLER upon PURCHASER's default and that the amount of the Earnest Money is a reasonable estimate of the probable amount of such damages.

If the sale and purchase of the Property contemplated by this Agreement is not consummated because of SELLER's default, failure or refusal to perform hereunder (including inability to deliver the title required herein), PURCHASER, as its sole and exclusive remedies, may either (i) terminate this Agreement and the Escrow Agent shall pay to PURCHASER or PURCHASER's demand the Earnest Money deposited with the Escrow Agent, and neither party shall have any further right or obligation under this Agreement, or (ii) to seek specific performance.

## **ARTICLE 18**

### **Time of Essence and Incentives**

Time is of the essence of this Agreement. PURCHASER has committed to construct and complete a minimum of an 80-room boutique hotel that meets or exceeds a private investment of Sixteen Million Dollar (\$16,000,000). The SELLER and City of Tupelo acknowledges that the PURCHASER's commitment would not have been made but for the SELLER and City of Tupelo providing the following incentives. (1) As allowed by State of Mississippi laws, the City of Tupelo would grant a real and personal property tax exemption for seven years. The City shall further take such actions as appropriate to encourage Lee County to participate in an ad valorem tax exemption pursuant to the established policies of the county. (2) SELLER shall rebate to the PURCHASER the sum of Twenty-Five Thousand Dollars (\$25,000.00) in the event the groundbreaking on the hotel takes place within thirty days of receiving a building permit, but no later than April 1, 2020, and an additional Twenty-Five Thousand Dollars (\$25,000.00) in the event a certificate of occupancy is obtained by Purchaser within Eighteen (18) months of groundbreaking. (3) SELLER and City of Tupelo agree to support PURCHASER's application to the Mississippi Development Authority for approval of the project for participation in the State of Mississippi Tourism Rebate Program.

## **ARTICLE 19**

### **Severability**

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such terms, covenants and conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

## **ARTICLE 20**

### **Attorney's Fees**

Each party shall pay its own attorney's fees.

## **ARTICLE 21**

### **Mississippi Law**

This Agreement shall be construed and interpreted under the laws of the State of Mississippi.

## **ARTICLE 22**

### **Successors and Assigns**

PURCHASER, upon written notice to SELLER at least five (5) days prior to Closing, may assign the obligations under this Agreement to an entity controlled by the PURCHASER without SELLER's consent, provided that the assignee shall assume all obligations of PURCHASER under this Agreement but PURCHASER shall

remain primarily liable for the performance of PURCHASER's obligations under this Agreement. No other assignments of the formal Agreement by PURCHASER shall be permitted without the prior consent of SELLER, which may be withheld in SELLER's sole discretion. This Agreement may not be assigned by PURCHASER except to an entity controlled by the PURCHASER. The provisions of this Agreement shall be binding upon and shall inure to the benefit of PURCHASER and SELLER and their respective heirs, executors, administrators, successors, permitted assigns and the legal representatives of their estates.

#### **ARTICLE 23**

##### **Risk of Loss and Condemnation**

Until Closing, the risk of loss shall be upon SELLER. If condemnation proceedings are threatened or commenced against the Property between the date of the Agreement and the Closing, then this Agreement shall, at PURCHASER's sole election, immediately terminate and be null and void, and the Earnest Money shall be returned to PURCHASER. If PURCHASER does not elect to terminate this Agreement pursuant to its right in the foregoing sentence, then this Agreement shall be consummated, and the condemnation proceeds, or rights to receive condemnation proceeds, less costs, shall be assigned to PURCHASER without recourse, and SELLER shall have no obligation or liability with respect to the amount and sufficiency thereof.

#### **ARTICLE 24**

##### **Costs**

PURCHASER agrees to pay the costs of any and all closing costs involved in this transaction not specifically allocated previously in the Agreement for either SELLER or PURCHASER. Any costs related to surveying, engineering reports, environmental reports, or other third-party testing for PURCHASER or PURCHASER's Lender shall be the responsibility of PURCHASER.

#### **ARTICLE 25**

##### **Schematic Designs**

Prior to the end of the Inspection Period, PURCHASER shall produce a comprehensive schematic design of the hotel to SELLER for review by the collective city offices having authority over planning and design. SELLER shall gain approvals from those parties as to the general schematic plan and design of the hotel prior to Closing.

#### **ARTICLE 26**

##### **Agreement of the Parties**

This contract incorporates all prior agreements between the parties, contains the entire final agreement of the parties, and cannot be changed except by the written consent of both parties. Neither party has relied upon any statement or representation made by the other party not contained herein. Neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Each party acknowledges reading and understanding of this contract. The provisions of this contract shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. Gender and number, as herein used, shall be changed as the context may require.

#### **ARTICLE 27**

##### **Counterparts and Electronic Signature**

The parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but in making proof of this Assignment, it shall not be necessary to produce or account for more than one such counterpart. Electronic and facsimile signatures, using Adobe, DocuSign, or any other similar software, shall be permitted for all purposes

and shall be treated as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, or caused this Agreement to be executed by a duly authorized offer, as the case may be, on the day and year first above written.

**SELLER:****Tupelo Redevelopment Agency**By: 

Shane Homan, Vice Chairman

DATE: 8/15/19**ADDITIONAL INDUCER:****City of Tupelo, Mississippi**By: 

Jason L. Shelton, Mayor

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

**PURCHASER:****The Thrash Group, LLC**By: 

Ike W. Thrash, Member

DATE: 8/6/19

**EXHIBIT "A"**  
**SCHEDULE OF DUE DILIGENCE MATERIALS**

1. Last two years tax bills
2. Any existing surveys
3. Any existing environmental studies
4. Any existing engineering studies or property condition reports
5. Any plans drawn for the site



**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

**EXHIBIT "C"**  
PARKING SITE PLAN: Article 13.1

(To be completed during Inspection Period)

**EXHIBIT "D"**  
**PERMITTED EXCEPTIONS**

(To be completed during Inspection Period)

**EXHIBIT "E"**  
**OTHER EXCEPTIONS**

(To be completed during Inspection Period)

**CHECK INFORMATION FOR COUNCIL MEETING  
AUGUST 16, 2022**

<b>FUND</b>	<b>CHECK NUMBERS</b>
<b>POOL CASH EFT TWL ADJUSTMENTS</b>	<b>ID-411977-411983; 411984-412275 50001756-50001777</b>

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

**INVOICES AS SHOWN ON FACE OF DOCKET**

## Final Lot Mowing Report for 8/16/22

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	42976	101B0219500	2607 BRYAN ST	SHARP JULIA PRENEICE LOWER	205 DOE RUN RD	TUPELO, MS 38801	JLS
2.	42977	101B0219700	2613 BRYAN ST	ROBERSON LANDON C & ROBERSON NICHOLAS L	4288 N GLOSTER ST APT M22	TUPELO, MS 38804	JLS
3.	43005	077F2615300	702 VASSAR DR	GLAMOUR ENTERPRISES LLC	1896 SWAN CIRCLE	TUPELO, MS 38801	DS
4.	43021	106S1403401	3009 SOUTHERN HEIGHTS RD	TRUSTMARK NATIONAL BANK	THE DAY CENTER	201 COUNTRY PLACE PARKWAY, SUITE B	RS
5.	43033	077Q3608300	123 N HIGHLAND DR	MUDDY WATER ENTERPRISES INC	889 SOUTH THOMAS	TUPELO, MS 38801	SB
6.	43037	077Q3622300	110 ENOCH AVE	SOUTHERN CHARM PROPERTIES LLC	194 GOLDEN HILLS RD	MOOREVILLE, MS 38857	SB
7.	43042	077Q3608100	1400 CENTRAL AVE	BOYD DENNIS W	1389 ORLEANS PL	TUPELO, MS 38801	SB
8.							
9.							
10							
11							
12							



## AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE:** August 16, 2022

**SUBJECT:** IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR DEMOLITION  
TN

---

**Request:**

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

**502 AUGUSTA STREET (PARCEL #077P-35-085-00)**  
**5810 CHESTERVILLE ROAD (PARCEL #079T-29-021-00)**  
**517 N. GLOSTER STREET (PARCEL #089J-31-047-00)**  
**3424 WALSH ROAD (PARCEL #075S-16-001-02)**

**502 AGUSTA ST.****BASIC INFORMATION**

- ▶ PARCEL: 077P-35-085-00
- ▶ CASE: 40324
- ▶ WARD: 2
- ▶ TAX VALUE: \$67,590.00
- ▶ VACANT: YES
- ▶ REPAIRABLE: POSSIBLY

**NEARBY PROPERTIES/ TAXES**

Right side	CONCRETED DITCH	\$00.00
Left side	500 AUGUSTA ST.	\$40,490.
Rear	405 LAKEVIEW ST.	\$44,290.
Across street	507 AUGUSTA ST.	\$ 30660.

**TAXES/LIENS**

Taxes – current                      CITY LIENS-\$1900.00

**VISUAL INDICATORS OF BLIGHT**

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

**CODE ENFORCEMENT HISTORY**

- ▶ PRIOR VIOLATIONS    9
- ▶ CURRENT STATUS –OPEN – JUNK. ABANDONED VEH., OPEN STORAGE, LOT MOWING
- ▶ This house has been vacant since 11/2020 and it appears that it has been broken into. The owner is in a nursing home. We have mowed it for two years and it has 2 liens and 1 invoice totaling \$1900.00. The owner has made no attempt to clean up, or repair the dilapidated property.

















## HEARING NOTICE

August 1, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 40324

Vs.

Ruble LaDon West & Marie West  
502 Augusta Street  
Tupelo, MS 38801

Don West  
2800 West Main St.  
Tupelo, MS 38801

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

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

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

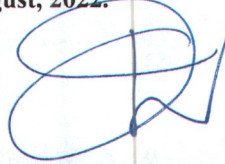
1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **502 AUGUSTA STREET, PARCEL #077P-35-085-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **08/16/2022, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing**

dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

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

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

WITNESS MY SIGNATURE, THIS THE 1<sup>st</sup> day of August, 2022.



---

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













**5810 CHESTERVILLE RD.****BASIC INFORMATION**

- ▶ PARCEL: 079T-29-021-00
- ▶ CASE: 41868
- ▶ WARD: 6
- ▶ TAX VALUE: \$1,130
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

**NEARBY PROPERTIES/ TAXES**

Right side	5768 CHESTERVILLE RD.	\$11,330.
Left side	VACANT LAND	\$
Rear	OWNERS DWELLING	\$ 31,050.
Across street	WEST WIND SUBDIVISION	\$

**TAXES/LIENS**

Taxes – current

No city liens

**VISUAL INDICATORS OF BLIGHT**

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

**CODE ENFORCEMENT HISTORY**

- ▶ PRIOR VIOLATIONS 1
- ▶ CURRENT STATUS –OPEN -21-19-11
- ▶ This house is owned by a 94 yr. old man who lives with his daughter in a house that is farther back on the property. This little house was the original homestead and is currently being used for storage. Owners daughter told us that the ceilings have fallen down in the kitchen and water is getting in and a lot of mold has formed inside the house.



## EXHIBIT A











## HEARING NOTICE

August 1, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 41868

Vs.

Cecil A. Duke  
548 Chesterville Road  
Tupelo, MS 38801

Cecil A. Duke  
5810 Chesterville Road  
Tupelo, MS 38801

Cecil A. Duke  
5796 Chesterville Road  
Tupelo, MS 38801

Duke Holdings, LLC  
5796 Chesterville Road  
Tupelo, MS 38801

Gregory D. Pirkle, Trustee For Duke Holdings, LLC  
Phelps Dunbar, LLP  
201 South Spring Street  
Tupelo, MS 38801

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

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

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

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **5810 CHESTERVILLE ROAD, PARCEL #079T-29-021-00, TUPELO, MS**, including building(s)




thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.

2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **08/16/2022, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings, removing personal property and other debris;** and draining cesspools and standing water, as warranted and applicable.
4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.

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

**WITNESS MY SIGNATURE, THIS THE 1<sup>st</sup> day of August, 2022.**



---

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

**EXHIBIT A**



## EXHIBIT A







**517 N. GLOSTER ST.****BASIC INFORMATION**

- ▶ PARCEL: 089J-31-047-00
- ▶ CASE: 38642
- ▶ WARD: 4
- ▶ TAX VALUE: \$88,230.
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

**NEARBY PROPERTIES/ TAXES**

Right side	Vacant Land -CITY OF TUPELO	\$
Left side	515 N. GLOSTER ST.	\$ 10,890.
Rear	813 W. JACKSON	\$ 234,110.
Across street	FAMILY DOLLAR	\$ 767240.0

**TAXES/LIENS**

Taxes – current

No city liens

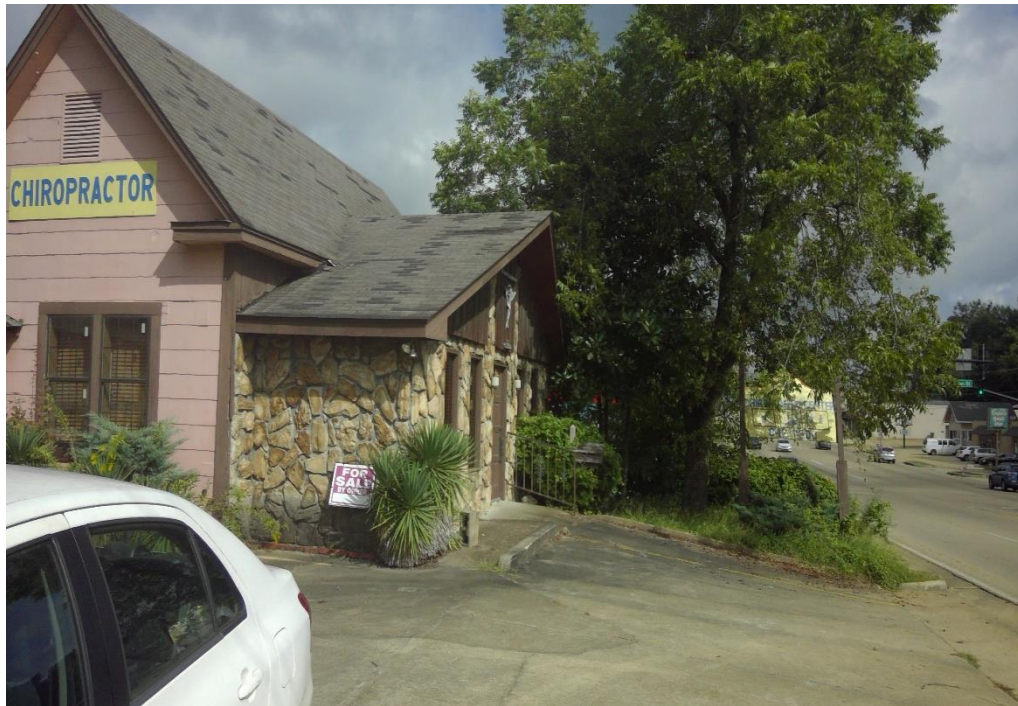
**VISUAL INDICATORS OF BLIGHT**

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

**CODE ENFORCEMENT HISTORY**

- ▶ PRIOR VIOLATIONS 3
- ▶ CURRENT STATUS –OPEN – 21-19-11
- ▶ This building is owned by an absentee owner who lives out of town and is a vacant run down piece of commercial property. The owner has made no attempt to repair the dilapidated property.













## HEARING NOTICE

July 25, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 38642

Vs.

Dr. Harvey Rabinowitz & Lynda Rabinowitz  
517 N. Gloster St.  
Tupelo, MS 38804

Dr. Harvey Rabinowitz & Lynda Rabinowitz  
5639 Kiowa Circle  
Boynton Beach, Florida 33437

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

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

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

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **517 N. GLOSTER ST., PARCEL #089J-31-047-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **08/16/2022, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing**

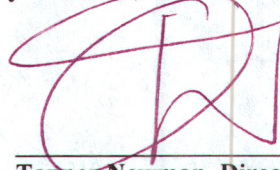


dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

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

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

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



---

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











▶ PARCEL:	075S-16-001-02
▶ CASE:	32250
▶ WARD:	1
▶ TAX VALUE:	\$10,240.
▶ VACANT:	YES
▶ REPAIRABLE:	NO

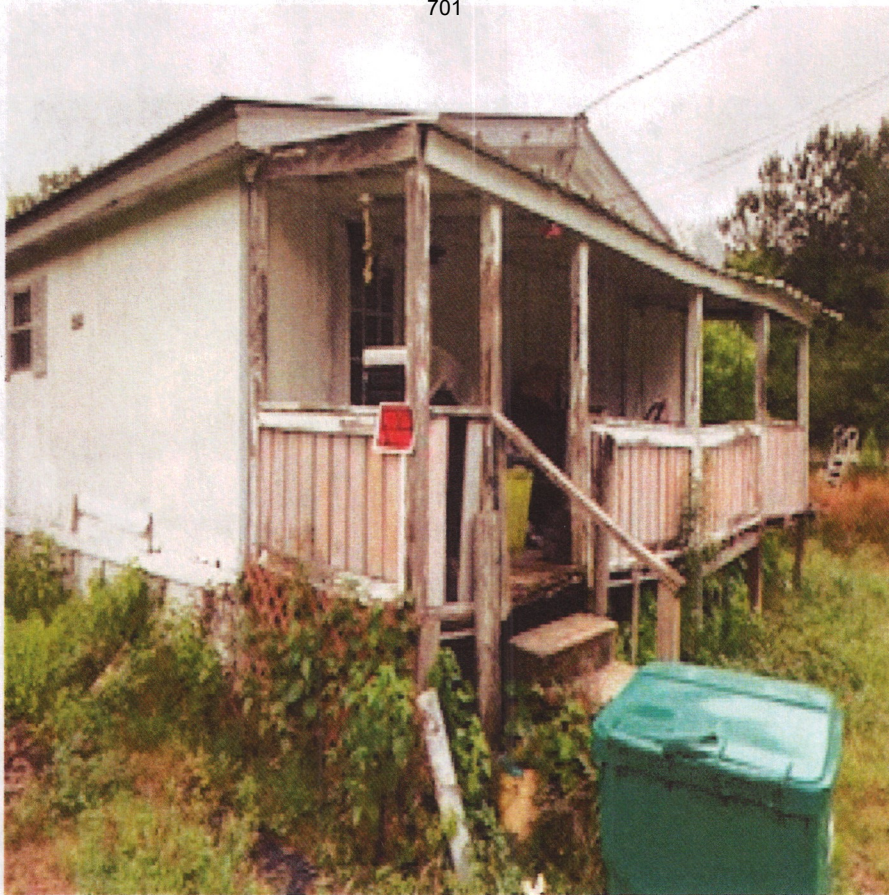
Right side	3396 WALSH RD.	\$5,300.
Left side	3456 WALSH RD.	\$ 50,090.
Rear	VACANT LAND	\$
Across street	5039 ENDVILLE RD	\$ 53,000.

Taxes – current                                  city liens-\$300.00

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

- ▶ PRIOR VIOLATIONS 6
- ▶ CURRENT STATUS –OPEN – 21-19-11
- ▶ This house is vacant and has been for some time. The owner is dead and appears there are no heirs. No attempt to repair the dilapidated property has been made by anyone and no answer to our letters.

















## HEARING NOTICE

July 26, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 32250

Vs.

Jimmie Williams Estate  
3424 Walsh Road  
Belden, MS 38826

Jimmie Williams Estate  
PO Box 184  
Belden, MS. 38826

**ALL KNOWN AND UNKNOWN HEIRS AT LAW OF JIMMIE WILLIAMS, DECEASED AND ALL OTHER PERSONS HAVING OR CLAIMING INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 3424 WALSH ROAD, BELDEN, MS. 38826, PARCEL #075S-16-001-02.**

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

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

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

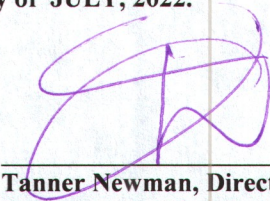
1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **3424 Walsh Road, PARCEL #075S-16-001-02, Belden, MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **08/16/2022, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.



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

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

**WITNESS MY SIGNATURE, THIS THE 26th day of JULY, 2022.**



---

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















# Northeast Mississippi Daily Journal, 1242 S. Green Street

Account: 3486	Ad ID: 1603971
Name: TIFFANY MAY	Description: #1603971 LEGAL NOTICE BEFORE THE CIT
Company: CITY OF TUPELO	Run Dates: 08/03/22 to 08/03/22
Address: P.O BOX 1485	Class: 1401
TUPELO, MS 38802	Orig User: PMW
Telephone: (662) 841-6487	Words: 298
	Lines: 75
	Agate Lines: 73

Other Charges:	\$3.00	Net Cost:	\$38.76	Notes:
Discount:	\$0.00			
Surcharge:	\$0.00	Paid Amount:	- \$0.00	
Credits:	\$0.00			
Bill Depth:	7.306	Amount Due:	\$38.76	

#1603971

## **LEGAL NOTICE**

BEFORE THE CITY COUNCIL OF  
THE CITY OF TUPELO,  
MISSISSIPPI

THE CITY OF TUPELO,  
MISSISSIPPI

V.

Jimmie Williams Estate  
3424 Walsh Road  
Belden, MS 38826

Jimmie Williams Estate  
PO Box 184  
Belden, MS 38826

ESTATE OF JIMMIE WILLIAMS AND  
ALL KNOWN AND UNKNOWN  
HEIRS AT LAW OF JIMMIE  
WILLIAMS, DECEASED AND ALL  
OTHER PERSONS HAVING OR  
CLAIMING INTEREST IN CERTAIN  
REAL PROPERTY LOCATED AT 3424  
WALSH ROAD, BELDEN, MS  
38826, PARCEL #075S-16-001-02  
CASE NUMBER 32250

### **NOTICE OF PUBLIC HEARING BY PUBLICATION**

FROM: THE CITY OF TUPELO,  
MISSISSIPPI

TO: KNOWN AND UNKNOWN  
HEIRS AT LAW OF JIMMIE  
WILLIAMS, DECEASED AND ALL  
OTHER PERSONS HAVING OR  
CLAIMING INTEREST IN CERTAIN  
PROPERTY LOCATED AT 3424  
WALSH ROAD, BELDEN, MS 38826  
LOCATED IN SECTION 16, TOWN-  
SHIP 09S, RANGE 05 EAST, CITY  
OF TUPELO, LEE COUNTY, MISSIS-  
SIPPI, OR CORPORATIONS HAV-  
ING OR CLAIMING ANY LEGAL OR  
EQUITABLE INTEREST IN THE  
LANDS DESCRIBED IN THE COM-  
PLAINT, SPECIFICALLY A HOUSE  
AT AND IDENTIFIED AS PARCEL  
NO. 075S-16-001-02 IN THE CITY  
OF TUPELO, LEE COUNTY, MISSIS-  
SIPPI.

A Public Hearing will be con-  
ducted on August 16, 2022 in  
Council Chambers, 2nd Floor, City  
Hall, 71 East Troy Street, Tupelo,  
MS at 6 p.m. before the City Coun-  
cil of the City of Tupelo, Mississippi,  
for the purposes of adjudicating  
the property or parcel of land in its  
then condition to be a menace to  
the public health, safety and wel-  
fare of the community, and allow-  
ing the governing authority, if the  
owner does not do so himself, to  
proceed to clean the land by the  
use of municipal employees or by  
contract and remove all aban-  
doned or dilapidated buildings  
thereon pursuant to Miss. Code  
21-19-11.

Issued under my hand and the  
seal of said City, this 1st day of Au-  
gust, 2022.

/s/Kim Hanna  
City Clerk  
(SEAL)

August 3, 2022



## AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE:** August 16, 2022

**SUBJECT:** IN THE MATTER OF REVIEW/APPROVE CLEANING AND DEBRIS  
REMOVAL OF 1204 AUDUBON DRIVE AND 1641 OAKVIEW CIRCLE TN

---

**Request:**

The Department of Development Services requests adjudication of the following properties to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and approval to clean and remove debris from the property:

**1204 Audubon Drive (Parcel #101G-01-005-00)**

**1641 Oakview Circle (Parcel #085N-21-012-00)**



**BLIGHT ELIMINATION PROGRAM PROPERTY REVIEW CHECKLIST****Address: 1204 AUDUBON DR.****Parcel: 101G-01-005-00**

Date of Review: 6/20/2022

Case Number: 40555

Tax Value: \$99,210.

Ward: 3

Visual indicators of blight:

Structural damage or failure - FENCE	
Exterior materials in need of replacement/repair -	YES
Broken windows/damaged doors -	NO
Yard or grounds poorly maintained -	YES
Accumulation of junk or inappropriate stored material -	YES

Occupied or Vacant: OCCUPIED

Status of Utilities: ON

Tax arrears: NO

City liens: NO

Code enforcement history:

Prior violations	1
Is the property rental? Valid CO?	NO
Ownership Status:	LIVING IN THE HOUSE

Summary of Property: This property needs the grass in back yard mowed, junk picked up, fence row cleaned and dead tree removed. Owners have not responded to any of the violation letters.

Committee recommendation:















## HEARING NOTICE

JULY 26, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 40555

Vs.

Anthony Joshua Hewitt and Aimee Hewitt  
1204 Audubon Drive  
Tupelo, MS 38801

Community Bank  
325 Maxey Drive  
Brandon, MS 39042

Donald G. Griffin, trustee  
323 East Third Street  
Forest, MS 39075

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

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

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

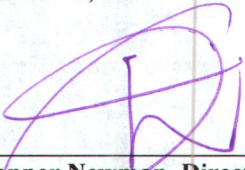
1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **1204 Audubon Drive, PARCEL #101G-01-005-00, Tupelo, MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **08/16/2022, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.



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

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

WITNESS MY SIGNATURE, THIS THE 26th day of JULY, 2022.



---

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















**BLIGHT ELIMINATION PROGRAM PROPERTY REVIEW CHECKLIST****Address: 1641 OAKVIEW CIRCLE****Parcel: 085N-21-012-00**

Date of Review: 06/20/22

Case Number: 41770

Tax Value: \$88,870.

Ward: 5

Visual indicators of blight:

Structural damage or failure - UNKNOWN

Exterior materials in need of replacement/repair - YES

Broken windows/damaged doors - NO

Yard or grounds poorly maintained - YES

Accumulation of junk or inappropriate stored material - NO

Occupied or Vacant: VACANT

Status of Utilities: OFF

Tax arrears: YES

City liens: NO

Code enforcement history:

Prior violations NO

Is the property rental? Valid CO? NO

Ownership Status: ABANDONED

Summary of Property: Owners are deceased and a daughter lived and died in the house. The only living sibling lives in Newton, GA and has no interest in the house. She said there is no will and she did not take it to probate. The dead sister (that was living in the house) did not pay the property taxes and living daughter is not interested in it and cannot spend any money to save property.

Committee recommendation:

















## HEARING NOTICE

August 2, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 41770

Vs.

The Estate of J. D. Johnson and Bonnie Johnson  
c/o Diane Johnson Allen  
1641 Oakview Circle  
Tupelo, MS 38804

Diane Johnson Allen  
PO Box 1  
Newman, GA 39870

**ALL KNOWN AND UNKNOWN HEIRS AT LAW OF J. D. JOHNSON AND BONNIE JOHNSON, DECEASED AND ALL OTHER PERSONS HAVING OR CLAIMING INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 1641 OAKVIEW CIRCLE, TUPELO, MS. 38804, PARCEL #085N-21-012-00**

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

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

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

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **1641 OAKVIEW CIRCLE, PARCEL #085N-21-012-00, Tupelo, MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **08/16/2022**, in **Council Chambers, 2nd floor, City Hall, 71**




East Troy Street, Tupelo, MS at 6:00 p. m. You have the right to attend and respond to the charges.

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

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

**WITNESS MY SIGNATURE, THIS THE 2nd day of August, 2022.**

A handwritten signature in blue ink, appearing to read 'Tanner Newman', is written over a horizontal line.

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



EXHIBIT A







# Northeast Mississippi Daily Journal, 1242 S. Green Street

Account: <b>3486</b>	Ad ID: <b>1604074</b>
Name: <b>TIFFANY MAY</b>	Description: <b>#1604074 LEGAL NOTICE BEFORE THE CIT</b>
Company: <b>CITY OF TUPELO</b>	Run Dates: <b>08/04/22 to 08/04/22</b>
Address: <b>P.O BOX 1485</b>	Class: <b>1401</b>
<b>TUPELO, MS 38802</b>	Orig User: <b>PMW</b>
Telephone: <b>(662) 841-6487</b>	Words: <b>311</b>
	Lines: <b>78</b>
	Agate Lines: <b>76</b>

Other Charges:	<b>\$3.00</b>	Net Cost:	<b>\$40.32</b>	Notes:
Discount:	<b>\$0.00</b>			
Surcharge:	<b>\$0.00</b>	Paid Amount:	<b>- \$0.00</b>	
Credits:	<b>\$0.00</b>			
Bill Depth:	<b>7.569</b>	Amount Due:	<b>\$40.32</b>	

#1604074

## **LEGAL NOTICE**

BEFORE THE CITY COUNCIL OF  
THE CITY OF TUPELO,  
MISSISSIPPI

THE CITY OF TUPELO,  
MISSISSIPPI  
V.

The Estate of J.D. Johnson and  
Bonnie Johnson  
c/o Diane Johnson Allen  
1641 Oakview Circle  
Tupelo, MS 38804

Diane Johnson Allen  
PO Box 1  
Newman, GA 39870

ALL KNOWN AND UNKNOWN  
HEIRS AT LAW OF J.D. JOHNSON  
AND BONNIE JOHNSON, DE-  
CEASED AND ALL OTHER PER-  
SONS HAVING OR CLAIMING  
INTEREST IN CERTAIN REAL PROP-  
ERTY LOCATED AT 1641 OAKVIEW  
CIRCLE, TUPELO, MS 38804, PAR-  
CEL #085N-21-012-00

CASE NUMBER 41770

## **NOTICE OF PUBLIC HEARING BY PUBLICATION**

FROM: THE CITY OF TUPELO,  
MISSISSIPPI

TO: KNOWN AND UNKNOWN  
HEIRS AT LAW OF J.D. JOHNSON  
AND BONNIE JOHNSON, DE-  
CEASED AND ALL OTHER PER-  
SONS HAVING OR CLAIMING  
INTEREST IN CERTAIN REAL PROP-  
ERTY LOCATED AT 1641 OAKVIEW  
CIRCLE, TUPELO, MS 38804, PAR-  
CEL #085N-21-012-00. LOCATED  
IN SECTION 21, TOWNSHIP 09S,  
RANGE 06 EAST, CITY OF TUPELO,  
LEE COUNTY, MISSISSIPPI, OR  
CORPORATIONS HAVING OR  
CLAIMING ANY LEGAL OR EQUI-  
TABLE INTEREST IN THE LANDS  
DESCRIBED IN THE COMPLAINT,  
SPECIFICALLY A HOUST AT AND  
IDENTIFIED AS PARCEL NO. 085N-  
21-012-00 IN THE CITY OF TU-  
PELO, LEE COUNTY, MISSISSIPPI.

A Public Hearing will be con-  
ducted on August 16, 2022 in  
Council Chambers, 2nd Floor, City  
Hall, 71 East Troy Street, Tupelo,  
MS at 6 p.m. before the City Coun-  
cil of the City of Tupelo, Mississippi,  
for the purposes of adjudicating  
the property or parcel of land in its  
then condition to be a menace to  
the public health, safety and wel-  
fare of the community, and allow-  
ing the governing authority, if the  
owner does not do so himself, to  
proceed to clean the land by the  
use of municipal employees or by

contract and remove all aban-  
doned or dilapidated buildings  
thereon pursuant to Miss. Code  
21-19-11.

Issued under my hand and the  
seal of said City, this 2nd day of  
August, 2022.

/s/Kim Hanna  
City Clerk  
(SEAL)

August 4, 2022





## Tupelo Major Thoroughfare Program Minutes

**Date:** 6/13/2022 **Time:** 4:30 PM **Call to Order:** Greg Pirkle **Meeting Adjourned:** 4:56 PM

**ROLL CALL:** Jennifer Roberson

### In Attendance

#### MAJOR THOROUGHFARE MEMBERS PRESENT:

Terry Bullard	Bill Cleveland	Robin Haire	Raphael Henry	George Jones
Stuart Johnson	Greg Pirkle	Danny Riley	Ted Roach	Drew Robertson

#### MAJOR THOROUGHFARE MEMBERS NOT PRESENT:

C W Jackson	Ernie Joyner	Charlotte Loden	Jon Milstead	Dan Rupert
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#### OTHERS PRESENT:

Brent Spears	Jennifer Roberson	Kim Hanna	Don Lewis	Tanner Newman
Caleb McCluskey	John White	Sean White		

### Approval of Minutes

Chairman Pirkle asked the Committee to review and approve the minutes of the May 9, 2022, Major Thoroughfare Program regular meeting. Terry Bullard made motion to accept minutes. Danny Riley seconded the motion.

Correction to May 9, 2022 Minutes: Danny Riley, who was previously not listed on the May 9<sup>th</sup> minutes, was corrected and marked as not present for the May 9, 2022 Major Thoroughfare Program Meeting.

After correction, minutes were approved unanimously by Committee.

### Budget Report

Kim Hanna reviewed the Major Thoroughfare Phase VI Budget Report for the month ending May 31, 2022. Beginning Cash Balance was \$1,596,318. Total Revenue from Interest Earned was \$80. Total Expenditures for May was \$436,716, which was used for street paving. Ending Cash Balance for Phase VI is \$1,159,683.

Mrs. Hanna also reviewed the Major Thoroughfare Phase VII Budget Report for the month ending May 31, 2022. Beginning Cash Balance was \$4,614,731. Total Revenue from Property Tax, Homestead Exemption and Interest Earned was \$243,668. Total Expenditures for May were \$8,289 with \$8,289 for Personnel Cost. Ending cash balance for Phase VI was \$4,850,110.



## Tupelo Major Thoroughfare Program Minutes July 11, 2022

Members present: Bill Cleveland, Robin Haire, Raphael Henry, C W Jackson, George Jones, Stuart Johnson, Ernie Joyner, Charlotte Loden, John Milstead, Greg Pirkle, Danny Riley, Ted Roach, and Dan Rupert

Members not present: Terry Bullard and Drew Robertson

Others present: Dennis Bonds, Scott Costello, Janet Gaston, Kim Hanna, Caleb McCluskey, Tanner Newman, Renee Newton, Johnny Timmons, and John White.

Chairman Pirkle called meeting to order.

Renee Newton called roll.

Chairman Pirkle asked the Committee to review and approve the minutes of the June 13, 2022, Major Thoroughfare Program regular meeting. Dan Rupert made motion to accept minutes. Danny Riley seconded the motion. Minutes were approved unanimously by Committee.

Kim Hanna reviewed the Major Thoroughfare Phase VI Budget Report for the month ending June 30, 2022. Beginning cash balance was \$1,596,683. Total Revenue from Interest Earned was \$57. Final Bill for Jackson Street - Clayton to Madison anticipated to be paid in July. Ending cash balance for Phase VI Budget was \$1,596,740.

Mrs. Hanna also reviewed the Major Thoroughfare Phase VII Budget Report for the month ending June 30, 2022. Beginning Cash Balance was \$4,850,110. Total Revenue from Property Tax and Interest Earned was \$71,809. Total Expenditures for June were \$8,315 for Personnel Cost. Ending cash balance for Phase VII was \$4,913,604.

Dennis Bonds reviewed updates on the current projects.

### **MTP ROAD MAINTENANCE**

Airpark Scrub Seal and Overlay has been completed.

### **W JACKSON STREET (CLAYTON TO MADISON)**

Inspected final work, a couple of things remain to be corrected. Issue final payment as soon as those are completed.

### **EASON BLVD (S VETERANS TO BRIAR RIDGE)**

Work started on Monday, June 27th. Good progress made along north side of project.

### **W JACKSON ST (N THOMAS ST TO LUMPKIN)**

ESI has prepared exhibits for needed ROW. Legal will draw up ROW and Easement requests. Will begin reaching out to about 30 property owners on the north side of project requesting ROW donations.



**MDOT NEWS**

MDOT Partner Project at McCullough/Hwy 45/Hilda Ave.

Bids on July 27th - Belden to Mt. Vernon Overlay on McCullough Blvd.

**New Business**

Committee discussed proposed Phase VII projects.

Ernie Joyner made motion to authorized Engineers to begin design on E Jackson St from N Madison St to N Front St. C W Jackson seconded the motion. Motion approved unanimously by Committee.

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



Chairman Greg Pirkle



Recorded by Renee Newton



# Parks Advisory Board and Sports Council Meeting May 10, 2022



## Advisory Members Present

Robin Faucette, Ward 1  
Mike Maynard, Ward 2  
Boyce Grayson, Ward 4  
Davey Cole, Ward 5  
Cheryl Dexter, Ward 6  
Jim Ingram, President TSC

## Advisory Member Absent

Vacant, Ward 3  
Mattie Mabry, Ward 7

## Staff Present

Alex Farned, Director  
Deana Carlock, Office Manager  
Laura Kramer, Sports Director  
Leesha Faulkner, Oren Dunn Museum Curator  
Janet Gaston, City Council Representative

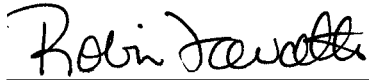
## Staff Absent

Ben Haas, Sports Director  
Amy Kennedy, Aquatic Director  
Leigh Ann Mattox, Recreation Director  
Chris Edmondson, Sports Director  
Chad Mims, City Council Representative

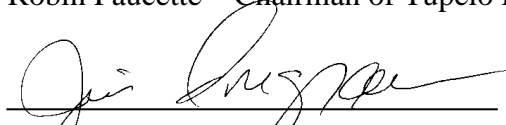
1. Robin Faucette called the meeting to order.
2. Davey Cole made the motion to approve the agenda with Mike Maynard making the second. Pass unanimously.
3. Jim made the motion to accept the minutes with Mike making the second. Pass unanimously.
4. Jim made the motion to accept the treasure report with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



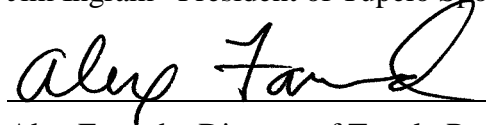
6. The Board was updated on the Skate Park project<sup>733</sup>.
7. The Board was updated on all of the drainage issues at Ballard Park.
8. The Board was informed about the process for Capital Projects Requests.
9. The Board was provided a calendar of events.
10. Cheryl made a motion to adjourn with Mike making the second. Pass unanimously.



Robin Faucette – Chairman of Tupelo Parks Advisory Board



Jim Ingram –President of Tupelo Sports Council



Alex Farned – Director of Tupelo Parks and Recreation



Tupelo Convention & Visitors Bureau Board Meeting  
Tuesday, August 2, 2022

The Tupelo Convention & Visitors Bureau met Tuesday, August 2, 2022, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Neal McCoy, Stephanie Browning, Dimple Patel and Leslie Nabors. Tupelo CVB staff members present were Stephanie Moody-Coomer. Nettie Davis represented the City of Tupelo.

Neal McCoy called the meeting to order at 2:09 p.m.

Stephanie Browning moved for approval of the agenda, Dimple Patel seconded. All voting aye, the motion carried.

Stephanie Browning moved for approval of the minutes from the board meeting held in July 2022. Leslie Nabors seconded approval of the minutes. All voting aye, the motion carried.

Neal McCoy presented the financial report.

Dimple Patel moved to adopt a procurement policy for accepting funds through the American Rescue Plan Act, which was approved through the City of Tupelo's legal office. Leslie Nabors seconded the motion. All voting aye, the motion carried.

Leslie Nabors moved, Stephanie Browning seconded approval of the proposed FY '23 budget. All voting aye, the motion carried.

The meeting adjourned at 2:30 p.m.

Submitted by:

  
Neal McCoy, Executive Director





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Neal McCoy, Director

**DATE:** August 10, 2022

**SUBJECT:** IN THE MATTER OF COURT ST. DOWNTOWN PARKING LOT AUGUST 10, 2022 NM

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**Request:**

Approval of Court Street Downtown Parking Lot Improvements Change Order Request

Gregory Companies LLC, DBA



GREGORY COMPANIES LLC, DBA

**Murphree Paving**

P.O. Box 3291  
 Tupelo, MS 38803  
 Phone: (662) 844-2331  
 Cell: (662) 397-8951

**CHANGE ORDER REQUEST**

**Company Name:** Dabbs Corporation  
**Attention:** Dustin Dabbs  
**Address:** 1050 N. Eason Boulevard  
 Tupelo, Mississippi 38804

**8/9/2022**

**Project:** Court Street Downtown Parking Lot Improvements

Gregory Companies, LLC DBA Murphree Paving offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with the City of Tupelo in accordance with the property located in Tupelo, MS.

**Description of Work:**

ITEM	DESCRIPTION	QTY	UNIT	\$/UNIT	TOTAL
1	5' Brick Masonry Fence Pilasters per plans and specifications (Deductive)	1.00	EA	\$ 1,225.00	\$ (1,225.00)
2	Add Larger 8' Brick Masonry Fence Pilasters per attached detail at the request of the City of Tupelo	2.00	EA	\$ 2,175.00	\$ 4,350.00
<b>TOTAL</b>					<b>\$ 3,125.00</b>

- \* Price includes one mobilization per item and any additional mobilizations will be billed at minimum of \$1500.
- \* Price includes applicable taxes.
- \* Price includes tack to be placed between lifts of asphalt.
- \* Price excludes testing unless the above description states otherwise.
- \* Price excludes any remediation of poor or soft subgrade. If unsuitable subgrade is encountered remediation will be priced accordingly.
- \* Price excludes any fine grading or placement of stone unless the above description states otherwise. Grades should be within +/- 0.5" before placement of asphalt.
- \* Price excludes any cleaning unless the above description states otherwise.
- \* Price excludes utility work, striping, and installation of signage, wheel stops, and/or speed bumps unless the above description states otherwise.
- \* If any unforeseen conditions are encountered while performing the above described work, additional work to correct these issues will be discussed prior to proceeding and billed at an agreed upon rate.
- \* If the project duration is projected to span 5 or more days, or if phasing is required by Gregory Companies, LLC or the customer, incremental bills may be submitted to the customer. All billing is due upon receipt.
- Respectfully, Gregory Companies, LLC is not responsible for failing subgrade and/or unstable subsurface conditions.
- Gregory Companies, LLC will not be liable for any drainage problems if existing grade has less than 2% fall.
- Gregory Companies, LLC will not be liable for any damage caused from naturally occurring events such as drought, fire, extreme wet conditions, etc.
- Unless the words "Lump Sum" (LS) appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by Gregory Companies, LLC.
- This proposal is Gregory Companies, LLC's interpretation of the plans and specifications, and will be considered part of the contract if accepted.
- This proposal expires thirty (30) days from the effective date of this Proposal if not previously accepted.
- If this meets with your acceptance, including the terms and conditions set forth on the accompanying sheet, kindly sign and return the attached copy of this proposal.
- If payment is not received within 30 days of invoice date, a late fee of 1.5% will be applied to the total invoice amount compounded monthly.
- The person signing below represents that he or she is fully authorized to enter into this agreement.

Accepted By: \_\_\_\_\_

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

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

Very truly yours,

Gregory Companies LLC, DBA Murphree Paving

By: Luke Kelly

Luke Kelly - Project Manager/Estimator



AMENDED AND RESTATED  
MEMORANDUM OF UNDERSTANDING

BETWEEN

TUPELO PUBLIC SCHOOL DISTRICT  
AND  
TUPELO POLICE DEPARTMENT

REGARDING THE

SCHOOL RESOURCE OFFICER PROGRAM

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## MEMORANDUM OF UNDERSTANDING

**WHEREAS**, the purpose of this Memorandum of Understanding (MOU) is to establish a School Resource Officer Program and to set forth guidelines to ensure that officers of the Tupelo Police Department, Tupelo Public School District (TPSD) officials, and the communities they serve have a shared understanding of the goals of the School Resource Officer (SRO) Program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

**WHEREAS**, the parties agree that an effective SRO Program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; minimum SRO training requirements; and promotion of non-punitive approaches to student behavior;

**WHEREAS**, this agreement shall amend the previous MOU adopted June 18, 2020.

**NOW, THEREFORE**, by incorporating the prefatory findings contained herein, the parties agree as follows:

**I. ROLE OF THE SCHOOL RESOURCE OFFICER IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL**

1. The mission of the SRO Program is to improve school safety and the educational climate at the school, not to enforce school discipline or punish students.
2. The School Resource Officer is a sworn TPD police officer employed by TPD and assigned to provide the law enforcement expertise and resources required to assist the school administrators in maintaining safety and order within the assigned school. TPD shall provide and assign nine SROs to TPSD schools.
3. The SRO will be considered an active member of the administrative team of his/her assigned school. As such, discipline normally imposed upon students for violations of law or school policy committed against a staff member, such as insubordination or assault, will be equally applied by school administrators to similar situations involving a student and an SRO.
4. The school buildings, grounds, and surroundings assigned to the SRO will be the equivalent of the SRO's police service area, and he/she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school.
  - a. Pursuant to MCA §43-21-261, certain types of criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the police department.
  - b. In an emergency situation, the school shall call 911 and also notify the SRO.
  - c. In a non-emergency situation, the school should notify the SRO or call the non-emergency police department number. Information that is not of an emergency or urgent nature may be held for action by the SRO in the normal course of duty.
5. The SRO shall wear the regulation police uniform and operate a marked police cruiser while on duty unless otherwise authorized by a supervisor for a specific purpose. The SRO provides a visible deterrent to crime while bringing a positive impression of the TPD to students and staff in a non-confrontational setting.
6. The SRO shall also be responsible to assist with training for the school administration in law enforcement and related areas, such as disseminating pertinent information about crime trends and changes in law to the school administrative staff to assist them in effectively providing safe school environments.
  - a. SROs shall be integrated into the school community through participation in faculty and student meetings and assemblies as directed by school administration.
  - b. As coordinated through the administration, SROs may become involved in the school's curriculum and provide instruction that will enhance the student's understanding of the police mission. However,

responding to incidents or conducting investigations will always take precedence over instructing in the classroom. Lesson plans for all formal organized presentations shall be forwarded to the principal and approved prior to the presentation.

7. A critical element of the SRO Program is an open relationship and strong communication between the school principal and the SRO.

a. Each SRO shall meet weekly, or more frequently, if necessary, with the assigned school principals for the purpose of exchanging information about current crime trends, problem areas, cultural conflicts, or other areas of concern that may cause disruption at the school(s), or within the community.

b. SROs shall meet with building-level school administrators, teachers, parents, and student representatives at least annually to discuss issues of school safety.

8. SROs shall be responsible for monitoring cultural and social influences and activities in an effort to identify emerging youth gangs. All information concerning gangs shall be provided to the TPD Criminal Investigation Division.

9. Building-level school administrators shall participate in periodic performance reviews of the SRO.

10. SROs shall maintain daily activity reports and prepare summaries of these reports every nine weeks.

a. The summaries shall include, for each SRO, the numbers and descriptions of all incidents or calls for service; names of school officials involved (referring teachers, principals, etc.); student searches; student questioning; tickets, citations, or summonses; filing of delinquency petitions; referrals to a probation officer; actual arrests; and other referrals to the juvenile justice system.

b. The summaries shall be provided to building-level school administrators, District-level school administrators, and the relevant law enforcement agency within 10 days after the end of each nine-weeks term.

11. Absent a real and immediate threat to student, teacher, or school/public safety, and absent the situations described herein where formal law enforcement intervention is deemed appropriate, building-level school administrators shall have final authority in the building.

12. School Liaison Supervisor. The TPD will designate one SRO to serve as the School Liaison Supervisor (SLS).

a. The SLS will ensure coordination of resources, responses and effective information sharing between the TPSD Director of Security, the building administrators and the SROs.

b. The SLS will establish and maintain a working knowledge of and adhere to all laws, ordinances and regulations of city, state and federal governments as well as the written policies and procedures of the TPSD and laws regarding student safety and conduct.

c. The SLS will be a sworn Tupelo Police Department officer assigned to and tasked to work in coordination with the TPSD Superintendent or designee and Director of Security. As a sworn TPD police officer, the SLS reports to the Chief of Police through the TPD chain of command, and the SLS's reporting authority will be the Chief of Police or designee. However, for day-to-day operations, directives and general duties and responsibilities, the SLS's reporting authority will be the superintendent or designee.

d. The SLS will be the direct point of contact between the TPD and TPSD for operational and administrative school safety and security issues that are outside the established scope of control of the TPD structure. The SLS will manage and coordinate school security and safety issues and attempt to anticipate problems before they occur by providing research, analyses and recommendations to the TPSD Superintendent or designee.

e. The SLS will establish and maintain effective relationships with school personnel and law enforcement agencies to ensure a continued commitment to keep schools safe for all students to reach their learning potential in an environment that leaves teachers free to help accomplish this goal.

f. The SLS will assist the TPSD in developing policies, procedures and training programs to enhance the professional development of the SROs and school personnel.

g. Upon request, the school shall provide information to the station commander and the SLS to assist in preparing the annual personnel evaluation of the assigned SRO.

## **II. DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT**

13. SROs are responsible for criminal law issues, not school discipline issues.



14. Typically, incidents involving students that relate to minor public order offenses shall be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention. However, SROs may be called to enforce criminal law violations just as they would for crimes that occur off campus (e.g., issuance of criminal citation, ticket, or summons, filing of delinquency petition, referral to a probation officer, or actual arrest).

### III. RESPECT FOR THE RIGHTS OF STUDENTS

15. SRO Search. Absent a real and immediate threat to student, teacher, or school/public safety, an SRO may conduct or participate in a search of a student's person, possessions, locker and/or car only where there is probable cause to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.

a. The SRO shall inform school administrators prior to conducting a probable cause search where practicable.

b. The SRO shall not ask school officials to search a student's person, possessions, locker or car in an effort to circumvent these protections.

16. School Official Search. School officials may conduct searches of a student's person, possessions, locker or car when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating either the law or District / school policy, procedures or rules. The standard for the search is reasonable suspicion and the search must be justified in scope given such suspicion.

a. The SRO shall not become involved in school related searches unless specifically requested by the school official to provide security, protection or for the handling of contraband.

b. These searches must be at the direction and control of the school official.

17. Strip searches of students by either school officials or SROs is prohibited.

18. Absent a real and immediate threat to student, teacher, or school/public safety, other physically invasive searches by a school official or SRO shall not be conducted on a student.

19. Absent a real and immediate threat to student, teacher, or school/public safety, an SRO shall not use physical force (including but not limited to Tasers, Mace, or other physical or chemical restraints) on a student. However, in all cases, SROs will follow Tupelo Police Department standard procedures when making an arrest, including the use of handcuffs.

20. Police Investigation and Questioning.

a. While an SRO has the authority to stop, question, interview and take police action without the prior authorization of the principal or contacting parents, the investigation and questioning of students during school hours or at school should be limited to situations where the investigation is related to the school. Investigations and questioning of students for offenses not related to the operation of, or occurring at the school, should occur only in such situations where, for example, delay might result in danger to any person, flight from the jurisdiction by a person suspected of a crime, or destruction of evidence.

b. The SRO shall inform school administrators prior to questioning the student where practicable, SROs should coordinate their activities so that action between the TPD and TPSD is cooperative and in the best interest of the school and public safety.

c. Absent a real and immediate threat to student, teacher, or school/public safety, an SRO may question or participate in the questioning of a student about conduct that could expose the student to court-involvement or arrest only after informing the student of his or her Miranda rights and only in the presence of the student's parent or guardian.

d. The SRO shall not ask a school official to question a student in an effort to circumvent these protections.

e. Absent a real and immediate threat to student, teacher, or public safety, a school official shall not ask an SRO to be present or participate in the questioning of a student that could expose the student to court-involvement or arrest.

### IV. RELEASE OF STUDENT INFORMATION

21. The release of student education records is governed by the Family Educational Rights and Privacy Act (FERPA). "School officials" may access and disclose education records only as authorized by FERPA. SROs

will be familiar with TPSD policies and applicable laws and regulations concerning the confidentiality of student records.

**a.** For purposes of access to student records, the SROs are considered "school officials" and may be provided student information as needed to carry out their duties related to the school environment. On a routine basis, the SRO's access to student records shall be limited to a system-wide TPSD look-up of directory information (defined on the TPSD notice attached hereto), that will include information on all students in the school system who have not opted-out of the disclosure of directory information.

**b.** Relative to students attending the school at which the SRO works, the SRO may access additional items of information, such as class schedule, that an SRO may need to perform his/her duties, but which are not designated as directory information. The SROs may have access to other student records only when needed to carry out his/her duties in the school environment and only as approved by the school principal.

**c.** SROs, as "school officials" may not disclose student records protected under FERPA, except as provided by FERPA.

**22. "Law enforcement records"** are those records, files, documents and other materials that are created and maintained by the SROs for the purpose of ensuring the physical safety and security of people and property in TPSD and/or the enforcement of any local, state or federal law, even if such records also serve the dual purpose of investigating and enforcing school disciplinary rules.

**a.** Because "law enforcement records" are not "education records" under FERPA, they are not subject to the disclosure restrictions of FERPA.

**b.** Law enforcement records shall not be comingled with education records maintained by the schools.

**c.** Copies of law enforcement records that are provided to school administrators for the purpose of school discipline become the education records of that student, and thus are subject to the disclosure restrictions of FERPA.

NOTE: The original law enforcement record maintained by the SRO, however, remains exempt from the disclosure restrictions of FERPA.

**d.** Any record that is created and maintained by the SRO exclusively for the purpose of a possible school disciplinary action against the student would fall outside the definition of "law enforcement records." Such records would be subject to FERPA restrictions.

**23. TPD officials** who are not assigned to the schools as part of the SRO Program and other law enforcement officials may have access to education records without parent consent only if:

**a.** TPSD has designated the information as directory information; or

**b.** the knowledge of the education record is needed to protect the health and safety of a student or other person in an emergency situation; or

**c.** TPSD is presented with a search warrant, subpoena or other valid court order requiring the release of education records to the law enforcement official or agency.

**24. Health and Safety Emergency.** Law enforcement officials seeking access to education records under the health and safety emergency exception should contact the student's principal and must present sufficient information for the principal to make the determination that a health and safety emergency, within the requirements of FERPA, exists. If an education record is disclosed under this exception, the student's file must contain a record of the basis for the disclosure (the "articulable and significant threat to the health or safety of a student or other individuals") and the parties to whom the information was disclosed.

**25. Court Orders, Subpoenas, and Search Warrants.** FERPA requires that school officials take reasonable steps to notify the parent(s) or student (if he/she is 18 or older) before any records are disclosed pursuant to a court order, subpoena or search warrant.

**a.** Such notice will not be provided if the court order, subpoena or search warrant indicates that it has been issued *ex parte*, or if it contains direction that the subject of the records should not be notified.

**b.** School officials will retain original education records and will provide copies in response to any court order, subpoena or search warrant.

**c.** Except where the court order, subpoena or search warrant indicates that it has been issued *ex parte* or if it contains direction that the subject of the records should not be notified, a record of any disclosure under his exception will be made in the student's file.



## **V. ARREST PROCEDURES**

**26.** SROs are expected to be familiar with school policies/rules and their application within the school system. Routinely, policy/rule infractions will not be handled as violations of law, but rather referred to the principal or designee for action. Any questions related to the enforcement of policies/rules versus laws within schools should be discussed with the principal. The specifically applies to general standards of conduct.

**27.** Students shall not be arrested at school, except where (a) the student poses a real and immediate threat to another student, teacher, or public safety; or (b) a judicial warrant specifically directs the arrest of the student in a school. In all other instances, the execution of an arrest warrant shall be undertaken at a location other than a school.

**28.** When an arrest of a student must occur at school, it should be done in a manner that minimizes disruption to the school and embarrassment to the student. Upon the arrest of a student, the SRO should immediately make a reasonable attempt to notify the student's parent/guardian of the arrest and the location to which the student will be taken. The following procedures will be followed where arrests of students or staff become necessary:

- \* The arrest of a student or employee of the TPSD with a warrant should be coordinated through the principal and accomplished after school hours, whenever practical.

- \* Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the Mississippi Code should be arrested for trespassing.

- \* Arrest of students or staff during school hours or on school grounds shall be reported fully to the principal as soon as practical.

## **VI. ACCOUNTABILITY**

**29.** The SRO Program shall set forth a simple and straightforward mechanism for any student, parent, teacher, principal, or other school administrator to submit a complaint, orally or in writing, of abuses or misconduct by an SRO. Any such complaint shall be made to the Tupelo Police Department in accordance with TPD SOP 4.04 Professional Compliance.

- a. Parents and students shall be permitted to submit a complaint in their native language.

- b. The complaint system shall be confidential only in accordance with the Tupelo Police Department Internal Affairs Division and consistent with the SRO's due process rights.

- c. Complaints shall be promptly investigated and resolved, and complainants shall be furnished with a written explanation of the investigation and resolution in accordance with TPD SOP 4.04 Professional Compliance.

- d. Where serious allegations of abuse or misconduct are raised, the SRO shall be temporarily removed from having contact with students as appropriate.

- e. Where allegations of abuse or misconduct are substantiated, the SRO shall be suspended or permanently removed from school assignments or receive additional training as appropriate.

**30.** Every student, parent, and guardian in the school system shall be informed of the complaint procedure.

## **VII. MINIMUM SRO TRAINING REQUIREMENTS**

**31.** It is the intention of the parties that SRO officers be of the rank of PO III or above, but it is the understanding of the parties that staffing availabilities may necessitate the utilization of officers of senior PO II rank or officers with at least five (5) years law enforcement experience. Every SRO shall complete the required School Resource Officer training as required by, and in accordance with, state law and regulation prior to working on a TPSD campus. In addition, every SRO will complete annual in-service training offered at the Mississippi Association of School Resource Officers ("MASRO") annual meeting on relevant topics including the following topics:

- a. Child and adolescent development and psychology;

- b. Positive behavioral interventions and supports (PBS), conflict resolution, peer mediation, or other restorative justice techniques;

- c. Children with disabilities or other special needs; and

- d. Cultural competency.

**32.** TPSD will reimburse TPD for the cost of annual MASRO training for SROs, including paying for travel expenses incurred in accordance with TPSD policies, and will provide in-service training to the SROs, when available, in areas that will increase the effectiveness of the officers and their ability to accomplish their respective duties and responsibilities.

## **VIII. PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR**

**33.** The SROs shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the TPSD. If a school has implemented a specific program designed to improve the overall school climate or respond to student behaviors in specific ways, the SROs shall participate in trainings associated with that program.

## **IX. STRUCTURE AND FUNDING FOR SRO PROGRAM**

**34.** The selection of the SRO is the most critical aspect of the SRO Program. The TPD Police Chief shall select officers who have demonstrated the ability, interest, and skills necessary to work with youth, school staff, and the public. The following criteria should be considered when selecting officers for the Program:

- \* Ability to work with diverse groups
- \* Ability to work cooperatively in a non-law enforcement environment with little supervision
- \* Knowledge of departmental resources
- \* Creative problem-solver
- \* Conflict resolution skills
- \* Knowledge of the Juvenile Code and Juvenile Court procedures
- \* Ability to effectively provide instruction to youths
- \* Organization and communication skills
- \* Completion of required training before or after selection
- \* Supervisory recommendation

**35.** All SROs are employees of the Tupelo Police Department. No SRO is an employee of TPSD. It is agreed by both parties in this MOU that the TPD will bear the cost of salary, overtime and fringe benefits for the SROs (including the SLS), including their equipment and training. Additional SRO officers, their salary, overtime, fringe benefits, equipment and training may be provided by supplemental/amended, written agreement of TPD and TPSD. However, TPSD will also provide training as mutually agreed upon, and appropriate. SROs will be paid in accordance with the TPD salary structure and are subject to all Human Resources policies of the TPD. This MOU shall not be construed to create a relationship of employer and employee, principal and agent, or partnership or joint venture between the TPSD and the SROs. This agreement or any supplemental/amended agreements shall not alter the practice by which TPSD applies for MCOPs grants and provides the proceeds to TPD.

**36.** The SRO's duty schedule will be determined by the SLS, but generally will be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school. Whenever possible, SROs will be visible patrolling the exterior and interior grounds, particularly during the opening or closing of school and during the lunch periods.

**37.** TPSD will provide at each school a work area for the SRO that is equipped with a telephone and computer. It is recommended that the area accommodate seating for a minimum of three people in privacy for interviewing purposes. The school shall also provide the SRO a locked storage area for securing contraband recovered in the school by staff.

**38.** During summer break and school term vacations, SROs will not have any responsibilities to TPSD; they will report for duties as assigned by the TPD.

**39.** TPD currently provides five (5) SRO officers and the SLS to TPSD. TPSD will provide annually the sum of \$205,966.37, one-half payable beginning July 1, 2022 and one-half payable December 31, 2022, and thereafter on said dates, subject to this provision remaining in effect and subject to any written modifications between the parties. The purpose of these payments will be



to reimburse the salaries and a portion of other costs of the SRO program associated with TPD providing three (3) additional SRO officers. TPD acknowledges that the amounts paid by TPSD may not cover all of the costs other than salaries associated with the three (3) additional officers. This provision will be reviewed annually by the parties and may upon written agreement be adjusted to eliminate, reduce or expand the parties' mutual obligations.

#### **X. CERTIFICATION REGARDING CRIMINAL CONVICTIONS**

**40.** By the signature of its authorized official on this MOU, the TPD certifies that none of the TPD employees who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The TPD agrees to remove from this Program any employee who has been determined by TPSD to be disqualified from service due to such convictions or the failure to truthfully report such convictions.

#### **XL. DURATION OF MOU**

**41.** This MOU shall become effective immediately upon execution by the parties and remain effective until such time as either party withdraws from the agreement by delivering ninety (90) days written notification of such termination to the other party. Termination by either party shall eliminate the presence of Tupelo Police Department SROs at the Tupelo Public School District.

**42.** The parties will review the MOU prior to July 1<sup>st</sup> annually and amend it as necessary to meet the needs of the parties.

Signed on this \_\_\_\_\_ of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Robert J. Picou, Ph.D  
TPSD Superintendent

\_\_\_\_\_  
Todd Jordan  
Mayor of the City of Tupelo

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO  
A PURCHASE AGREEMENT WITH JO ANN GRIGGS FOR THE PURCHASE OF  
REAL PROPERTY LOCATED AT 1112 CHAPMAN DRIVE**

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

**WHEREAS**, in compliance with the provision of Miss. Code Ann. § 43-37-3 (1972), as amended, governing the acquisition of real property using public funds, the City of Tupelo has negotiated a contract (attached as **Exhibit "A"**) for the purchase of real property located at 1112 Chapman Drive from Jo Ann Griggs, for the best negotiated price of Seventy-five Thousand Dollars (\$75,000); and

**WHEREAS**, the City of Tupelo finds the purchase of property located at 1112 Chapman Drive in the City of Tupelo to be in accordance with the proper municipal purpose of blight elimination and the addition of green space to be in the best interest of the economic development and economic interests of the city; and

**WHEREAS**, the City of Tupelo has obtained an appraisal of the real property located at 1112 Chapman Drive, and said appraisal valuing same at Seventy-five Thousand Dollars (\$75,000).

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

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 purchasing necessary interests in the real property for the purposes of elimination of a blighted area and are therefore incorporated herein.
2. The Mayor and City Clerk for the City of Tupelo are hereby authorized by the City Council to enter into the Purchase Agreement attached herewith to purchase the property located at 1112 Chapman Drive in the City of Tupelo in accordance with the terms of the agreement attached hereto. The contract and acceptance of deed will be ratified subsequent to closing.

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



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

Aye  
Aye  
Aye  
Aye  
Aye  
Aye  
Aye

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 Resolution was declared, passed and adopted at a regular meeting of the Council on this the 16th day of August, 2022.

CITY OF TUPELO, MISSISSIPPI

By: \_\_\_\_\_

LYNN BRYAN  
 City Council President

ATTEST:

Missy Shelton  
 MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan, Mayor  
 TODD JORDAN, Mayor

8-18-2022  
 DATE

## CONTRACT OF PURCHASE

**THIS AGREEMENT** entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **JO ANN GRIGGS**, (hereinafter referred to as "Seller"), and the **CITY OF TUPELO, 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 1112 Chapman Drive, Tupelo, Mississippi, 38804, Lee County, MS Tax Parcel No. 077M-36-063-00 (hereinafter "Subject Property"). The subject property is situated in the City of Tupelo, Lee County, Mississippi upon the terms set forth herein. The subject property intended to be conveyed is more particularly described in **Exhibits "A"** attached.

1. **PRICE.** The purchase price of the subject property shall be Seventy-five Thousand Dollars (\$75,000) being due and payable at closing. (*See Exhibit "B" attached*)
  
2. **CLOSING.** Seller shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property, subject to subdivision, zoning, and other regulations in effect in the City of Tupelo, Lee County, Mississippi, and rights of way and easements for public roads, flowage, utilities, and any mineral rights, including oil and gas, leased, granted or retained by current or prior owners, as well as any other restriction, reservation, encumbrance, or items of record or which an accurate title search would reveal or which a survey or inspection of the property would reveal, and with taxes not delinquent; provided, however, that should delinquent taxes be due, Seller agrees to pay such amount with the proceeds from the closing. 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, Purchaser shall have the right to terminate its obligations under this agreement.
  
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. Real estate taxes for the current year, if any, shall be prorated. Buyer shall have sole discretion on hiring a closing attorney to facilitate the transaction.
  
4. **PROPERTY CONDITION.** The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing. Purchaser acknowledges that neither Seller nor any of the employees, agents, or attorneys of Seller have made any verbal or written representations or warranties whatsoever to Purchaser, whether express of implied, statutory, or by operation of law regarding the condition of the Subject Property or the title thereto.



5. CLOSING AND POSSESSION. Seller and Purchaser shall work together to reasonably set a time for closing, to not exceed 60-days after the execution of this agreement.
6. 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 sale(s) contemplated in the agreement.
7. GOVERNING LAW. This agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
8. 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.
9. 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.
10. NOTICE. All notices concerning this Agreement shall be sent via United States Mail First Class, postage prepaid to the persons and addresses listed below.

**PURCHASER:**

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

**SELLER:**

Jo Ann Griggs  
 1112 Chapman Drive  
 Tupelo, MS. 38804

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

**IN WITNESS WHEREOF,** each of the Parties hereto have signed this Agreement on the date shown below with their respective signatures. This agreement shall, for all purposes, be deemed to be fully executed on the latest of the dates of execution as shown below (the "Effective Date").

*[signatures on next page]*

**PURCHASER**

**SELLER**

\_\_\_\_\_  
TODD JORDAN, MAYOR  
CITY OF TUPELO, MISSISSIPPI

\_\_\_\_\_  
JO ANN GRIGGS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**ATTEST:**

\_\_\_\_\_  
ROSILAND BARR, DEPUTY CITY CLERK

\_\_\_\_\_  
DATE



**EXHIBIT "A"**

**LOT #7, ON THE NORTH SIDE OF CHAPMAN DRIVE, ACCORDING TO AN UNRECORDED PLAT OF A SUBDIVISION MADE BY WELCH & COMPANY, DATED MAY 5, 1947, AND LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 9 SOUTH, RANGE 5 EAST, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 9 SOUTH, RANGE 5 EAST, AND RUN SOUTH, 425 FEET; THENCE WEST, 500 FEET TO AN IRON STAKE FOR A POINT OF BEGINNING; SAID POINT OF BEGINNING BEING IN THE NORTH LINE OF CHAPMAN DRIVE; THENCE NORTH 125 FEET TO A STAKE; THENCE WEST, 50 FEET TO A STAKE; THENCE SOUTH, 125 FEET TO A STAKE ON THE NORTH LINE OF CHAPMAN DRIVE; THENCE EAST ALONG THE NORTH LINE OF CHAPMAN DRIVE, 50 FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 9 SOUTH, RANGE 5 EAST, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI. SUBJECT TO AN EASEMENT FOR UTILITIES ACROSS NORTH FIVE FEET OF THIS LOT.**

**IT BEING INTENDED TO CONVEY THAT SAME PROPERTY HAVING BEEN CONVEYED TO JO ANN GRIGGS BY KATHRYN B. LINDLEY SMITH, AND HUSBAND BUSTER SMITH AND BETSY LAND LINDLEY MATTHEWS ON MARCH 7, 1977 BY WARRANTY DEED IN BOOK 991, PAGE 605 ON FILE IN THE LAND RECORDS IN THE OFFICE OF THE CHANCERY CLERK, LEE COUNTY, MISSISSIPPI.**

<b>FROM:</b> Paul WILLIAMS APPRAISAL SERVICE PO BOX 1414 TUPELO, MS 38802  Telephone Number: 662-397-1227      Fax Number:		<h2 style="margin: 0;">INVOICE</h2> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INVOICE NUMBER</th> </tr> <tr> <td style="text-align: center;">PW202208011710</td> </tr> <tr> <th style="text-align: center;">DATE</th> </tr> <tr> <td style="text-align: center;">08/01/2022</td> </tr> <tr> <th style="text-align: center;">REFERENCE</th> </tr> <tr> <td>Internal Order #: PW202208011710</td> </tr> <tr> <td>Lender Case #:</td> </tr> <tr> <td>Client File #:</td> </tr> <tr> <td>Main File # on form:</td> </tr> <tr> <td>Other File # on form:</td> </tr> <tr> <td>Federal Tax ID:</td> </tr> <tr> <td>Employer ID:</td> </tr> </table>		INVOICE NUMBER	PW202208011710	DATE	08/01/2022	REFERENCE	Internal Order #: PW202208011710	Lender Case #:	Client File #:	Main File # on form:	Other File # on form:	Federal Tax ID:	Employer ID:
INVOICE NUMBER															
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Lender Case #:															
Client File #:															
Main File # on form:															
Other File # on form:															
Federal Tax ID:															
Employer ID:															
<b>TO:</b> ATTN: Tanner Newman City of Tupelo  Telephone Number:      Fax Number: Alternate Number:      E-Mail:															
<b>DESCRIPTION</b>															
<table style="width: 100%;"> <tr> <td style="width: 50%;">Lender: NONE</td> <td style="width: 50%;">Client: City of Tupelo</td> </tr> <tr> <td>Purchaser/Borrower: NONE</td> <td></td> </tr> <tr> <td>Property Address: 1112 Chapman Dr</td> <td></td> </tr> <tr> <td>City: Tupelo</td> <td></td> </tr> <tr> <td>County: Lee</td> <td>State: MS      Zip: 38804</td> </tr> <tr> <td>Legal Description: Lot 7 PT NE1/4 STR 36-09S-05E</td> <td></td> </tr> </table>				Lender: NONE	Client: City of Tupelo	Purchaser/Borrower: NONE		Property Address: 1112 Chapman Dr		City: Tupelo		County: Lee	State: MS      Zip: 38804	Legal Description: Lot 7 PT NE1/4 STR 36-09S-05E	
Lender: NONE	Client: City of Tupelo														
Purchaser/Borrower: NONE															
Property Address: 1112 Chapman Dr															
City: Tupelo															
County: Lee	State: MS      Zip: 38804														
Legal Description: Lot 7 PT NE1/4 STR 36-09S-05E															
<b>FEES</b>		<b>AMOUNT</b>													
APPRAISAL REPORT		525.00													
<b>SUBTOTAL</b>		525.00													
<b>PAYMENTS</b>		<b>AMOUNT</b>													
Check #:	Date:	Description:													
Check #:	Date:	Description:													
Check #:	Date:	Description:													
<b>SUBTOTAL</b>															
<b>TOTAL DUE</b>			\$ 525.00												

EXHIBIT "B"

APPENDIX N



Borrower	NONE	753	File No.
Property Address	1112 Chapman Dr		
City	Tupelo	County Lee	State MS Zip Code 38804
Lender/Client	NONE		

## APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use only by the specified client and any other named intended user(s).)

## Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

## Reasonable Exposure Time

(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 90-180 DAYS

EXPOSURE TIME IS ALWAYS PRESUMED TO PRECEDE THE EFFECTIVE DATE OF THE APPRAISAL. IT IS THE ESTIMATED LENGTH OF TIME THE PROPERTY WOULD HAVE BEEN OFFERED ON THE MARKET, PRIOR TO THE HYPOTHETICAL SALE, AT THE APPRAISED VALUE, ON THE EFFECTIVE DATE OF THE APPRAISAL. MARKET EXPOSURE TIME FOR THE SUBJECT PROPERTY IS 90-180 DAYS.

## Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

I HAVE NOT PERFORMED AN APPRAISAL SERVICE ON THE SUBJECT PROPERTY IN THE PREVIOUS 36 MONTHS. I HAVE NO INTEREST OF ANY KIND IN THE SUBJECT PROPERTY.

### APPRAISER:

Signature: Paul Eric Williams

Name: Paul Williams

State Certification #: RA-916

or State License #: \_\_\_\_\_

State: MS Expiration Date of Certification or License: 11/30/2022

Date of Signature and Report: 08/01/2022

Effective Date of Appraisal: 07/29/2022

Inspection of Subject: ☐ None ☒ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): 07/29/2022

### SUPERVISORY or CO-APPRAISER (if applicable):

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

State Certification #: \_\_\_\_\_

or State License #: \_\_\_\_\_

State: \_\_\_\_\_ Expiration Date of Certification or License: \_\_\_\_\_

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

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): \_\_\_\_\_

APPENDIX N

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

08/01/2022

City of Tupelo

Re: Property: 1112 Chapman Dr  
Tupelo, MS 38804  
Borrower: NONE  
File No.: PW202208011710

Opinion of Value: \$ 75,000  
Effective Date: 07/29/2022

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

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

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

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

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

Sincerely,



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



Borrower	NONE	File No.
Property Address	1112 Chapman Dr	
City	Tupelo	County Lee State MS Zip Code 38804
Lender/Client	NONE	

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**FIRREA / USPAP ADDENDUM**

Borrower NONE File No.  
 Property Address 1112 Chapman Dr  
 City Tupelo County Lee State MS Zip Code 38804  
 Lender/Client NONE

**Purpose**

DETERMINE MARKET VALUE

**Scope of Work**

IDENTIFY THE SUBJECT THE PROPERTY, GATHER DATA AT THE SITE, RESEARCH MARKET DATA, AND FORM AN OPINION OF VALUE BASED ON THE MARKET ANALYSIS.

**Intended Use / Intended User**

Intended Use: DETERMINE MARKET VALUE.

Intended User(s): The City of Tupelo

**History of Property**

Current listing information: SEE URAR.

Prior sale: SEE URAR

**Exposure Time / Marketing Time**

SEE URAR.

**Personal (non-realty) Transfers**

NONE

**Additional Comments**

NONE

**Certification Supplement**

1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.
2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

*Paul Eric Williams*  
 Appraiser: Paul Williams  
 Signed Date: 08/01/2022  
 Certification or License #: RA-916  
 Certification or License State: MS Expires: 11/30/2022  
 Effective Date of Appraisal: 07/29/2022

Supervisory Appraiser: \_\_\_\_\_  
 Signed Date: \_\_\_\_\_  
 Certification or License #: \_\_\_\_\_  
 Certification or License State: \_\_\_\_\_ Expires: \_\_\_\_\_  
 Inspection of Subject: ☐ Did Not ☐ Exterior Only ☐ Interior and Exterior

**APPENDIX N**



# Exterior-Only Inspection Residential Appraisal Report File #

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT	Property Address	1112 Chapman Dr	City	Tupelo	State	MS	Zip Code	38804	
	Borrower	NONE	Owner of Public Record	Jo Ann Griggs	County	Lee			
	Legal Description	Lot 7 PT NE1/4 STR 36-09S-05E							
	Assessor's Parcel #	077M-36-063-00	Tax Year	2021	R.E. Taxes \$	1,041			
	Neighborhood Name	Tupelo	Map Reference	46180	Census Tract	9506.02			
	Occupant	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant	Special Assessments \$	0	<input type="checkbox"/> PUD	HOA \$	0	<input type="checkbox"/> per year <input type="checkbox"/> per month	
	Property Rights Appraised	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)							
	Assignment Type	<input type="checkbox"/> Purchase Transaction <input type="checkbox"/> Refinance Transaction <input checked="" type="checkbox"/> Other (describe) DETERMINE MARKET VALUE							
	Lender/Client	NONE							
	Address	2778 W Jackson St Building C, Tupelo, MS 38801							
CONTRACT	Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
	Report data source(s) used, offering price(s), and date(s). MLS								
	I <input type="checkbox"/> did <input type="checkbox"/> did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.								
	Contract Price \$ _____ Date of Contract _____ Is the property seller the owner of public record? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source(s) _____								
	Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? <input type="checkbox"/> Yes <input type="checkbox"/> No								
	If Yes, report the total dollar amount and describe the items to be paid.								
NEIGHBORHOOD	<b>Note: Race and the racial composition of the neighborhood are not appraisal factors.</b>								
	<b>Neighborhood Characteristics</b>		<b>One-Unit Housing Trends</b>		<b>One-Unit Housing</b>		<b>Present Land Use %</b>		
	Location	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	90 %	
	Built-Up	<input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	5 %	
	Growth	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time	<input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	60	Low	0	Multi-Family	
	Neighborhood Boundaries	MCCULLOUGH BLVD TO THE NORTH, W MAIN ST TO THE SOUTH, RAILROAD TRACKS TO THE WEST, AND GLOSTER ST TO THE EAST.		650	High	110	Commercial	5 %	
	Neighborhood Description	THE AREA IS CONVENIENT TO SCHOOLS, SHOPPING, AND EMPLOYMENT CENTERS. EMPLOYMENT APPEARS TO BE STABLE IN THE GENERAL AREA. I COULD DETECT NO NEIGHBORHOOD FACTORS THAT WOULD ADVERSELY AFFECT THE VALUE OF THIS PROPERTY.		150	Pred.	65	Other	%	
	Market Conditions (including support for the above conclusions)	MARKET CONDITIONS APPEAR TO BE NORMAL IN THE AREA. SUPPLY AND DEMAND ARE IN BALANCE AND NORMAL MARKETING TIME FOR THIS PROPERTY IS 90-180 DAYS.							
SITE	Dimensions	50X125	Area	6250 sf	Shape	RECTANGULAR	View	N;Res;	
	Specific Zoning Classification	RESIDENTIAL	Zoning Description	RESIDENTIAL					
	Zoning Compliance	<input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)							
	Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe The subject was built as residential in a residential area. There are no known future plans in the subject area that will change the current use.								
	Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements - Type	Public	Private	
	Electricity	<input checked="" type="checkbox"/>		Water	<input checked="" type="checkbox"/>	Street	HARD SURFACE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Gas	<input checked="" type="checkbox"/>		Sanitary Sewer	<input checked="" type="checkbox"/>	Alley	NONE	<input type="checkbox"/>	<input type="checkbox"/>
	FEMA Special Flood Hazard Area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FEMA Flood Zone	X	FEMA Map #	28081C0163F	FEMA Map Date	10/16/2013	
	Are the utilities and off-site improvements typical for the market area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe								
	Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe								
IMPROVEMENTS	NO ABNORMAL CONDITIONS WERE NOTED. NO ADVERSE EASEMENTS, ENCROACHMENTS, OR OTHER UNFAVORABLE CONDITIONS NOTED.								
	Source(s) Used for Physical Characteristics of Property <input type="checkbox"/> Appraisal Files <input type="checkbox"/> MLS <input checked="" type="checkbox"/> Assessment and Tax Records <input type="checkbox"/> Prior Inspection <input type="checkbox"/> Property Owner								
	Other (describe) _____ Data Source for Gross Living Area MEASURED 07/29/2022								
	<b>General Description</b>		<b>General Description</b>		<b>Heating/Cooling</b>		<b>Amenities</b>		
	Units	<input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	Concrete Slab	<input checked="" type="checkbox"/> Crawl Space	FWA	HWBB	Fireplace(s) #	0	
	# of Stories	1	Full Basement	<input type="checkbox"/> Finished	<input type="checkbox"/> Radiant		Woodstove(s) #	0	
	Type	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Partial Basement	<input type="checkbox"/> Finished	<input checked="" type="checkbox"/> Other	Furnace	Patio/Deck	uncov	
	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Exterior Walls	SIDING/BRICK	Fuel	Gas	<input checked="" type="checkbox"/> Porch uncovered	Garage	# of Cars	
	Design (Style)	Trad	Roof Surface	Metal/AVG	<input type="checkbox"/> Central Air Conditioning		Pool	NONE	
	Year Built	1950	Gutters & Downspouts	NONE	<input checked="" type="checkbox"/> Individual WU		Fence	NONE	
Effective Age (Yrs)	30	Window Type	AL/AVG	<input type="checkbox"/> Other		Other	NONE		
Appliances <input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)									
Finished area above grade contains: 5 Rooms 3 Bedrooms 1.0 Bath(s) 1,363 Square Feet of Gross Living Area Above Grade									
Additional features (special energy efficient items, etc.) TYPICAL ENERGY EFFICIENT ITEMS.									
Describe the condition of the property and data source(s) (including apparent needed repairs, deterioration, renovations, remodeling, etc.). C5;No updates in the prior 15 years;THE SUBJECT WAS IN FAIR CONDITION. SEVERAL ITEMS NEED REPAIR.									
Are there any apparent physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No									
If Yes, describe.									
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe.									

# Exterior-Only Inspection Residential Appraisal Report

File #

There are comparable properties currently offered for sale in the subject neighborhood ranging in price from \$		to \$	
There are comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$		to \$	
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2
Address	1112 Chapman Dr Tupelo, MS 38804	1004 W Jefferson St Tupelo, MS 38804	616 Hibner St Tupelo, MS 38804
Proximity to Subject		0.33 miles SE	0.30 miles NE
Sale Price	\$	\$ 64,000	\$ 100,000
Sale Price/Gross Liv. Area	\$ 54.73 sq.ft.	\$ 48.93 sq.ft.	\$ 87.18 sq.ft.
Data Source(s)		NEMBR# 21-1699;DOM 154	NEMBR# 22-925;DOM 44
Verification Source(s)		Listing office/Tax records	Listing office/Tax records
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-) \$ Adjustment	DESCRIPTION +(-) \$ Adjustment
Sales or Financing		ArmLth	ArmLth
Concessions		Conv;0	Cash;0
Date of Sale/Time		s11/21;c09/21	s05/22;c04/22
Location	N;Res;	N;Res;	N;Res;
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	6250 sf	8250 sf	22140 sf
View	N;Res;	N;Res;	N;Res;
Design (Style)	DT1;Trad	DT1;Trad	DT1;Trad
Quality of Construction	Q4	Q4	Q4
Actual Age	72	81	82
Condition	C5	C5	C3
Above Grade	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths
Room Count	5 3 1.0	6 4 2.0	5 3 1.0
Gross Living Area	1,363 sq.ft.	1,308 sq.ft.	1,147 sq.ft.
Basement & Finished	0sf	0sf	0sf
Rooms Below Grade			
Functional Utility	AVERAGE	AVERAGE	AVERAGE
Heating/Cooling	CENTRAL H/A	CENTRAL H/A	CENTRAL H/A
Energy Efficient Items	Insulation	Insulation	Insulation
Garage/Carport	1cp1dw	1cp1dw	1cp1dw
Porch/Patio/Deck	PORCH/PATIO	PORCH/PATIO	PORCH/PATIO
AMENITIES	NONE	NONE	NONE
Net Adjustment (Total)		\$ 1,650	\$ -18,520
Adjusted Sale Price of Comparables		\$ 65,650	\$ 81,480
<input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain			
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.			
Data Source(s) PUBLIC RECORD AND MLS			
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.			
Data Source(s) MLS			
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).			
ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2
Date of Prior Sale/Transfer			
Price of Prior Sale/Transfer			
Data Source(s)	MLS/PUBLIC RECORD	MLS/PUBLIC RECORD	MLS/PUBLIC RECORD
Effective Date of Data Source(s)	07/29/2022	07/29/2022	07/29/2022
Analysis of prior sale or transfer history of the subject property and comparable sales NO PRIOR TRANSFERS IN THE PAST 3 YEARS.			
Summary of Sales Comparison Approach ALL COMPARABLE SALES CONTAINED IN THIS REPORT ARE THE CLOSEST IN PROXIMITY TO THE SUBJECT PROPERTY (AS CALCULATED BY THE APPRAISER USING LOCAL KNOWLEDGE OF THE AREA, APPRAISAL SOFTWARE, AND MULTIPLE LISTING SERVICE SOFTWARE), AND ARE CONSIDERED THE BEST AVAILABLE INDICATORS OF VALUE WITH REGARDS TO SIZE, AGE, STYLE, QUALITY OF CONSTRUCTION, CONDITION, UTILITY, AND AMENITIES. ADJUSTMENTS REFLECT MARKET REACTIONS AND ARE NOT NECESSARILY BASED ON COST. THE COMPARABLE SALES WERE WEIGHTED ACCORDING TO THEIR SIMILARITY TO THE SUBJECT PROPERTY IN THE FINAL RECONCILIATION.			
Indicated Value by Sales Comparison Approach \$ 75,000			
Indicated Value by: Sales Comparison Approach \$ 75,000 Cost Approach (if developed) \$ Income Approach (if developed) \$			
SALES COMPARISON CARRIED THE MOST WEIGHT WITH ESTIMATED COST USED AS AN INDICATOR OF VALUE. INCOME APPROACH WAS NOT USED DUE TO INSUFFICIENT DATA.			
This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: APPRAISAL WAS MADE TO ESTABLISH PROBABLE MARKET VALUE.			
Based on a visual inspection of the exterior areas of the subject property from at least the street, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 75,000, as of 07/29/2022, which is the date of inspection and the effective date of this appraisal.			



# Exterior-Only Inspection Residential Appraisal Report File #

ADDITIONAL COMMENTS	THE USE OF THESE COMPS WAS NECESSARY TO PROVIDE AN OPINION OF VALUE WITH CREDIBLE RESULTS.		
	EXPOSURE TIME IS ALWAYS PRESUMED TO PRECEDE THE EFFECTIVE DATE OF THE APPRAISAL. IT IS THE ESTIMATED LENGTH OF TIME THE PROPERTY WOULD HAVE BEEN OFFERED ON THE MARKET, PRIOR TO THE HYPOTHETICAL SALE, AT THE APPRAISED VALUE, ON THE EFFECTIVE DATE OF THE APPRAISAL. MARKET EXPOSURE TIME FOR THE SUBJECT PROPERTY IS 90-180 DAYS.		
	THE APPRAISAL WAS PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE.		
	THE APPRAISAL WAS PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF TITLE XI OF THE FINANCIAL INSTITUTIONS REFORM, RECOVERY AND ENFORCEMENT ACT OF 1989, AS AMENDED (12 U.S.C. 331 ET SEQ.) AND ANY IMPLEMENTING REGULATIONS.		
	THE "OTHER" UNDER PRESENT LAND USE REFERS TO VACANT AND/OR AGRICULTURAL LAND.		
COST APPROACH	<b>COST APPROACH TO VALUE (not required by Fannie Mae)</b>		
	Provide adequate information for the lender/client to replicate the below cost figures and calculations.		
	Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)		
	ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE .....	
	Source of cost data	DWELLING 1,363 Sq.Ft. @ \$ .....	
	Quality rating from cost service	0 Sq.Ft. @ \$ .....	
	Effective date of cost data	.....	
	Comments on Cost Approach (gross living area calculations, depreciation, etc.)		Garage/Carport 608 Sq.Ft. @ \$ .....
			Total Estimate of Cost-New .....
		Less Physical Functional External .....	
		Depreciation .....	
		Depreciated Cost of Improvements .....	
		"As-is" Value of Site Improvements .....	
Estimated Remaining Economic Life (HUD and VA only) 30 Years		INDICATED VALUE BY COST APPROACH .....	
INCOME	<b>INCOME APPROACH TO VALUE (not required by Fannie Mae)</b>		
	Estimated Monthly Market Rent \$	X Gross Rent Multiplier	= \$ Indicated Value by Income Approach
	Summary of Income Approach (including support for market rent and GRM)		
PUD INFORMATION	<b>PROJECT INFORMATION FOR PUDs (if applicable)</b>		
	Is the developer/builder in control of the Homeowners' Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No Unit type(s) <input type="checkbox"/> Detached <input type="checkbox"/> Attached		
	Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.		
	Legal Name of Project		
	Total number of phases	Total number of units	Total number of units sold
	Total number of units rented	Total number of units for sale	Data source(s)
	Was the project created by the conversion of existing building(s) into a PUD? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, date of conversion		
	Does the project contain any multi-dwelling units? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source(s)		
	Are the units, common elements, and recreation facilities complete? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe the status of completion.		
Are the common elements leased to or by the Homeowners' Association? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe the rental terms and options.			
Describe common elements and recreational facilities.			

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a visual inspection of the exterior areas of the subject property from at least the street, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

The appraiser must be able to obtain adequate information about the physical characteristics (including, but not limited to, condition, room count, gross living area, etc.) of the subject property from the exterior-only inspection and reliable public and/or private sources to perform this appraisal. The appraiser should use the same type of data sources that he or she uses for comparable sales such as, but not limited to, multiple listing services, tax and assessment records, prior inspections, appraisal files, information provided by the property owner, etc.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a visual inspection of the exterior areas of the subject property from at least the street. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.



# Exterior-Only Inspection Residential Appraisal Report File #

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

## APPRAISER

Signature Paul Williams  
 Name Paul Williams  
 Company Name WILLIAMS APPRAISAL SERVICE  
 Company Address PO BOX 1414  
TUPELO, MS 38802  
 Telephone Number (662) 397-1227  
 Email Address pwappraisal@gmail.com  
 Date of Signature and Report 08/01/2022  
 Effective Date of Appraisal 07/29/2022  
 State Certification # RA-916  
 or State License # \_\_\_\_\_  
 or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_  
 State MS  
 Expiration Date of Certification or License 11/30/2022

## ADDRESS OF PROPERTY APPRAISED

1112 Chapman Dr  
Tupelo, MS 38804  
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 75,000  
 LENDER/CLIENT  
 Name City of Tupelo  
 Company Name NONE  
 Company Address 2778 W Jackson St Building C, Tupelo, MS  
38801  
 Email Address \_\_\_\_\_

## SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_

## SUBJECT PROPERTY

☐ Did not inspect exterior of subject property  
☐ Did inspect exterior of subject property from street  
 Date of Inspection \_\_\_\_\_

## COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street  
☐ Did inspect exterior of comparable sales from street  
 Date of Inspection \_\_\_\_\_

## UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

### Condition Ratings and Definitions

#### C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

#### C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

#### C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

#### C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

#### C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

#### C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

### Quality Ratings and Definitions

#### Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

#### Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

# UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

## Quality Ratings and Definitions (continued)

### Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

### Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

### Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

### Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

## Definitions of Not Updated, Updated, and Remodeled

### Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

### Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

### Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

## Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:

3.2 indicates three full baths and two half baths.



### Abbreviations Used in Data Standardization Text

### Other Appraiser-Defined Abbreviations

UAD Version 9/2011 (Updated 4/2012)

## APPENDIX N

# Comparable Photo Page

766

Borrower	NONE				
Property Address	1112 Chapman Dr				
City	Tupelo	County	Lee	State	MS Zip Code 38804
Lender/Client	NONE				



## Comparable 1

1004 W Jefferson St  
Prox. to Subject 0.33 miles SE  
Sale Price 64,000  
Gross Living Area 1,308  
Total Rooms 6  
Total Bedrooms 4  
Total Bathrooms 2.0  
Location N;Res;  
View N;Res;  
Site 8250 sf  
Quality Q4  
Age 81



## Comparable 2

616 Hibner St  
Prox. to Subject 0.30 miles NE  
Sale Price 100,000  
Gross Living Area 1,147  
Total Rooms 5  
Total Bedrooms 3  
Total Bathrooms 1.0  
Location N;Res;  
View N;Res;  
Site 8715 sf  
Quality Q4  
Age 62



## Comparable 3

923 Blair St  
Prox. to Subject 0.24 miles SE  
Sale Price 100,000  
Gross Living Area 1,278  
Total Rooms 5  
Total Bedrooms 2  
Total Bathrooms 1.0  
Location N;Res;  
View N;Res;  
Site 22140 sf  
Quality Q4  
Age 82

## APPENDIX N

## Subject Photo Page

767

Borrower	NONE				
Property Address	1112 Chapman Dr				
City	Tupelo	County	Lee	State	MS Zip Code 38804
Lender/Client	NONE				



### Subject Front

1112 Chapman Dr  
Sales Price  
Gross Living Area 1,363  
Total Rooms 5  
Total Bedrooms 3  
Total Bathrooms 1.0  
Location N;Res;  
View N;Res;  
Site 6250 sf  
Quality Q4  
Age 72



### Subject Rear



### Subject Street

## APPENDIX N



## Subject Photo Page

768

Borrower	NONE				
Property Address	1112 Chapman Dr				
City	Tupelo	County	Lee	State	MS Zip Code 38804
Lender/Client	NONE				



### Subject Side

1112 Chapman Dr  
Sales Price  
Gross Living Area 1,363  
Total Rooms 5  
Total Bedrooms 3  
Total Bathrooms 1.0  
Location N;Res;  
View N;Res;  
Site 6250 sf  
Quality Q4  
Age 72



### Subject Side



### Subject Street

## APPENDIX N

# Interior Photos

769

Borrower	NONE				
Property Address	1112 Chapman Dr				
City	Tupelo	County	Lee	State	MS Zip Code 38804
Lender/Client	NONE				



Storage side



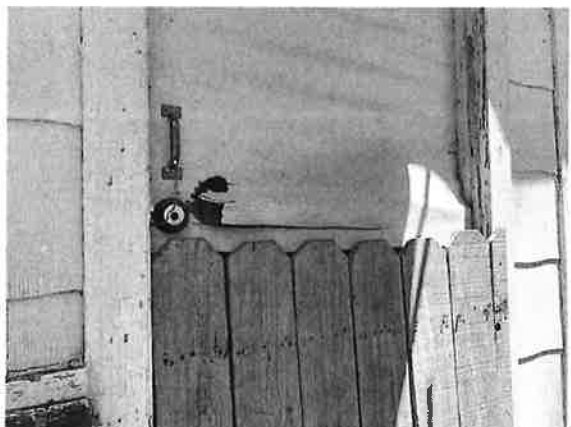
Damaged wood



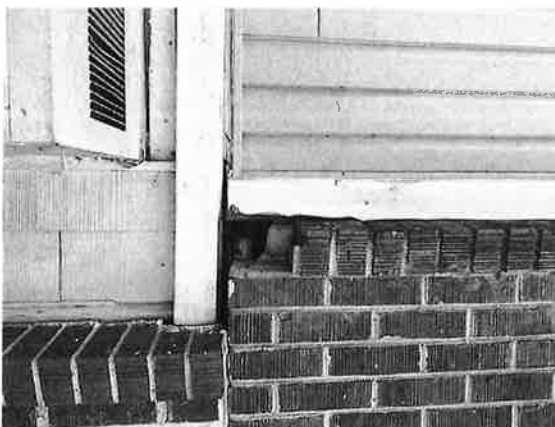
Storage building



Storage side



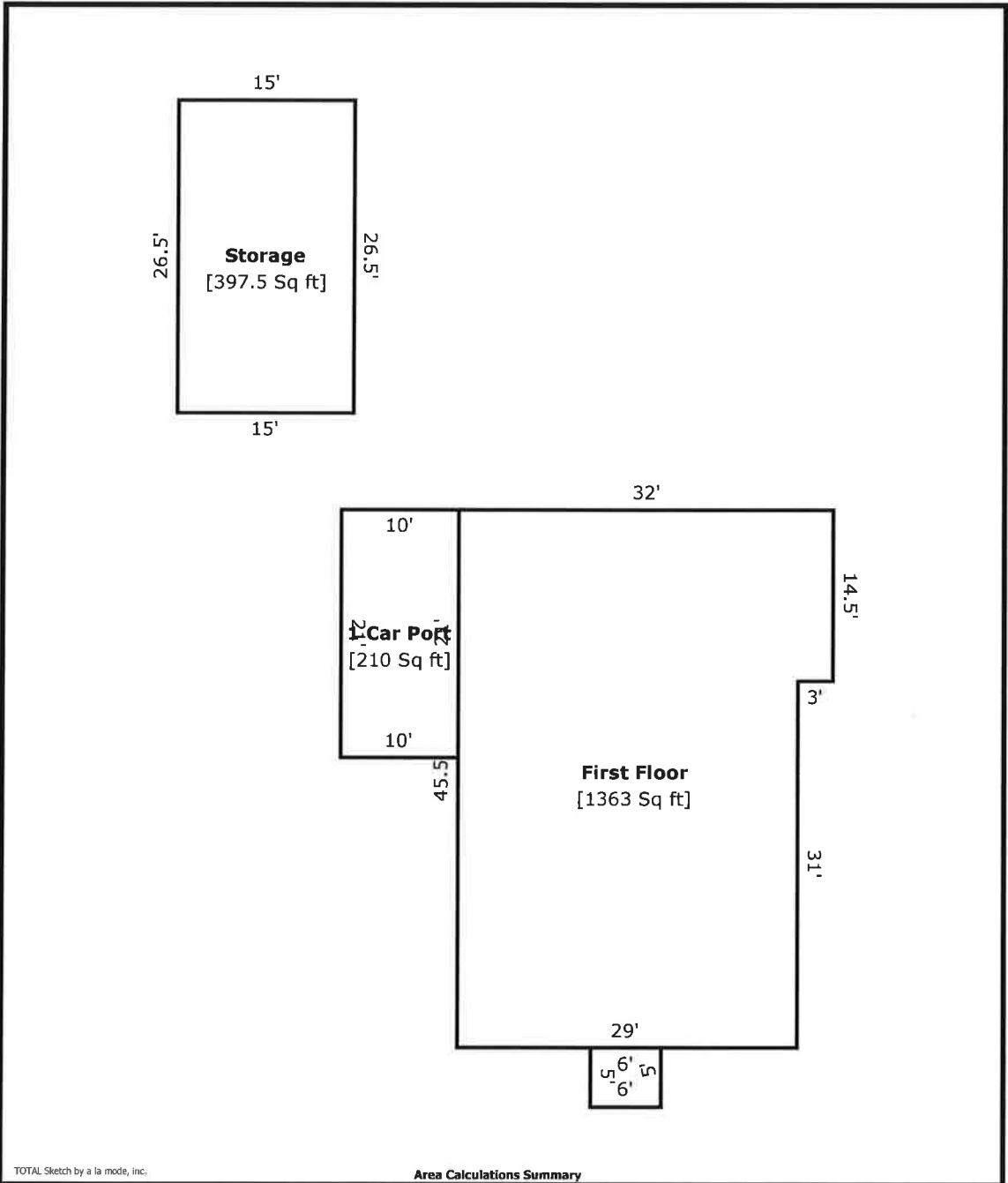
Storage door is damaged



## APPENDIX N

Building Sketch

Borrower	NONE		
Property Address	1112 Chapman Dr		
City	Tupelo	County	Lee State MS Zip Code 38804
Lender/Client	NONE		

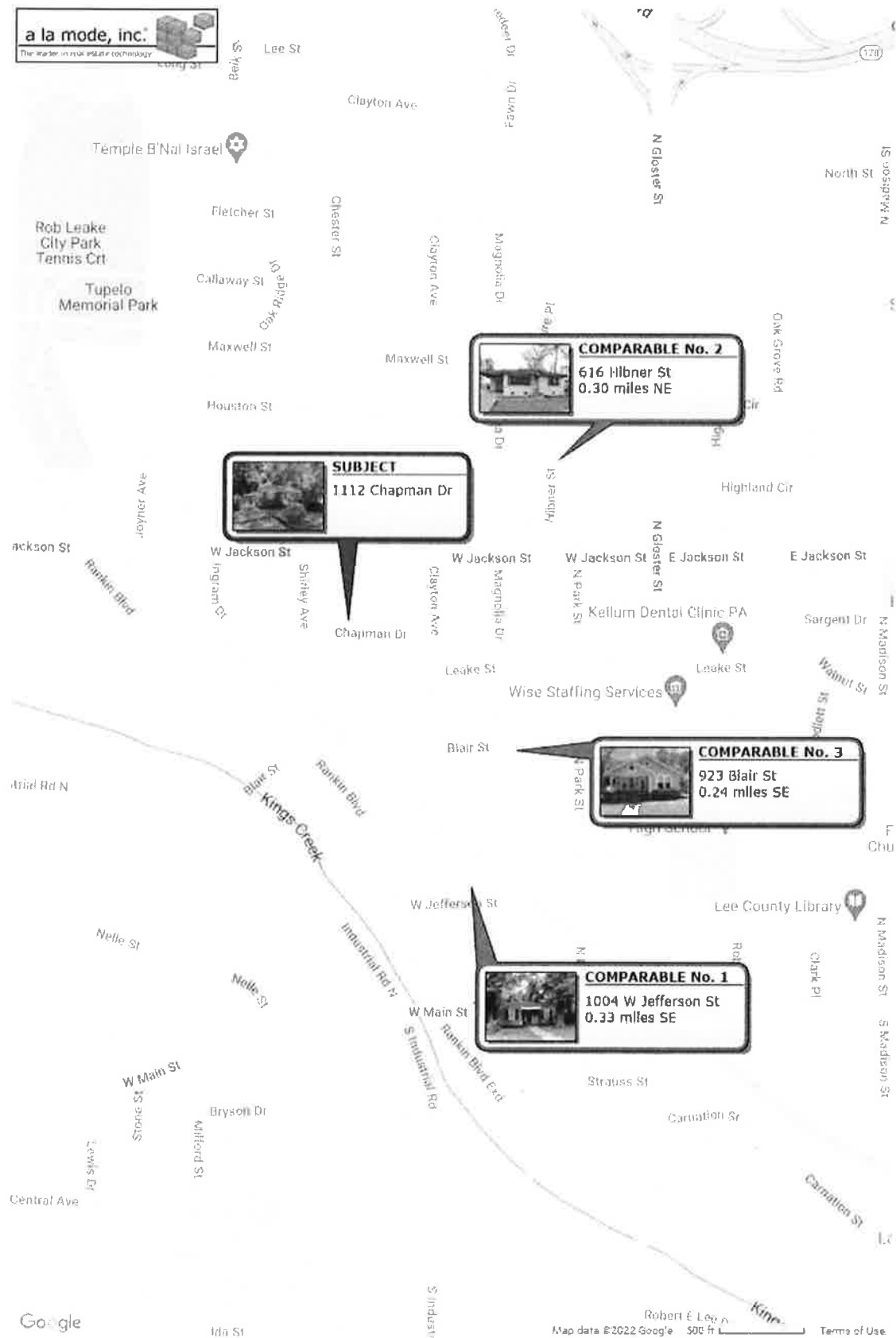


TOTAL Sketch by a la mode, Inc.		Area Calculations Summary	
Living Area		Calculation Details	
First Floor	1363 Sq ft	29 × 31 =	899
		14.5 × 32 =	464
Total Living Area (Rounded):		1363 Sq ft	
Non-living Area			
Storage	397.5 Sq ft	15 × 26.5 =	397.5
1 Car Port	210 Sq ft	21 × 10 =	210
Concrete Patio	30 Sq ft	6 × 5 =	30



# Location Map

Borrower	NONE				
Property Address	1112 Chapman Dr				
City	Tupelo	County	Lee	State	MS
Lender/Client	NONE	Zip Code	38804		



## APPENDIX N



SHIRLEY AVE

CHAPMAN DR

30 m  
100 ft

N




30 m  
100 ft

N

### 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

Data Printed: 8/1/2022

SPIN	22898
PARCEL_ID	077M-36-063-00
OWNERNAME	GRIGGS JO ANN
ADDRESS	1112 CHAPMAN DRIVE
CITY	TUPELO
STATE	MS
ZIP	38804
SECTION	36
TOWNSHIP	09S
RANGE	05E
BLK	LOT 7 NE1/4
LEGAL	
TAX_DIST	4730
EXCL_ACR	0
TOT_ACR	0
UNDEVELOP	0
IMPROV_ACR	0
TOTAL_ACR	0
CRNT_VAL_1	16000
CRNT_VAL_2	0
UNCL_VAL_1	0
UNCL_VAL_2	0
CRNT_VAL	16000
IMP_VAL	35870
OFF_VAL_2	0
TOTAL_VAL	57870
EXEMPT_VAL	0
HOUSING	
FEED_BACK	991
SEED_YEAR	605
DEED_DATE	
STREET_ADDR	1112 CHAPMAN DR

**State of Mississippi**  
**MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND**  
**CERTIFICATION BOARD**

**LICENSE # : RA-916**

**STATUS: ACTIVE**

**PAUL ERIC WILLIAMS**

**HAS BEEN GRANTED A LICENSE AS A**  
**STATE CERTIFIED RESIDENTIAL APPRAISER**

**Effective Date:**

**12/01/2020**

**Expiration Date:**

**11/30/2022**

**SIGNATURE OF LICENSEE**

Robert E. Praytor, Administrator



HUDSON INSURANCE COMPANY  
100 William Street, 5<sup>th</sup> Floor  
New York, NY 10038



**REAL ESTATE APPRAISERS ERRORS AND OMISSIONS INSURANCE  
POLICY DECLARATIONS**

**NOTICE: THIS IS A "CLAIMS MADE AND REPORTED" POLICY. THIS POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR AUTOMATIC EXTENDED REPORTING PERIOD.**

**THIS POLICY MAY CONTAIN PROVISIONS WHICH LIMIT THE AMOUNT OF CLAIM EXPENSES THE INSURER IS RESPONSIBLE TO PAY IN CONNECTION WITH CLAIMS. CLAIM EXPENSES SHALL BE SUBJECT TO ANY DEDUCTIBLE AMOUNT. THE PAYMENT OF CLAIM EXPENSES WILL REDUCE THE LIMITS OF LIABILITY STATED IN ITEM 4. OF THE DECLARATIONS. PLEASE READ YOUR POLICY CAREFULLY.**

**PLEASE READ THIS POLICY CAREFULLY.**

- Policy Number:** PRA-2AX-1007827 **Renewal of:** PRA-2AX-1000327
- 1. Named Insured:** Paul E Williams DBA Williams Appraisal Service, LLC
- 2. Address:** 910 Lynn Circle  
Tupelo, MS 38804
- 3. Policy Period:** **From:** March 2, 2022 **To:** March 2, 2023
- 12:01 A.M. Standard Time at the address of the **Named Insured** as stated in Number 2 above
- 4. Limit of Liability**
- |  | Each Claim            | Policy Aggregate      |
|--|-----------------------|-----------------------|
| <b>Damages Limit of Liability</b>        | A. <u>\$1,000,000</u> | B. <u>\$1,000,000</u> |
| <b>Claims Expense Limit of Liability</b> | C. <u>\$1,000,000</u> | D. <u>\$1,000,000</u> |
- 5. Deductible (Inclusive of Claims Expenses):**
- |                   |            |                     |           |
|-------------------|------------|---------------------|-----------|
| <b>5A. \$ 500</b> | Each Claim | <b>5B. \$ 1,000</b> | Aggregate |
|-------------------|------------|---------------------|-----------|
- 6. Policy Premium:** \$515.00 **State Taxes/Surcharges:** \$0.00
- 7. Retroactive Date:** March 2, 2004
- 8. Notice to Company:** Notice of a Claim or Potential Claim should be sent to:  
Hudson Insurance Group  
100 William Street, 5<sup>th</sup> Floor  
New York, NY 10038  
Fax: 646-216-3786  
Email: hudsonclaims300@hudsoninsgroup.com
- 9. A. Program Administrator:** Riverton Insurance Agency Corp.  
**B. Agent/Broker:** OREP Insurance Services, LLC  
(888) 347-5273

*IN WITNESS WHEREOF, We have caused this policy to be executed by our President and our Corporate Secretary at New York, New York*

President

Secretary

**ORDER**

**ORDER AUTHORIZING THE PURCHASE OF A PORTION OF THE REAL  
PROPERTY LOCATED ON SPRING STREET AND IDENTIFIED AS PARCEL  
NUMBER 089P-31-112-00 AND AUTHORIZING THE MAYOR ON BEHALF OF THE  
CITY TO ENTER INTO AND EXECUTE A CONTRACT OF PURCHASE**

**WHEREAS**, Mississippi Code Anno. § 21-17-1 (1972 as amended) authorizes the City purchase real estate; and

**WHEREAS**, Mississippi Code Anno. § 43-37-1 *et seq.* (1972 as amended) prescribes the guidelines for the purchase of real property using public funds; and

**WHEREAS**, the City of Tupelo has negotiated with the owner of the property and reached agreement on a price; and

**WHEREAS**, the property is described as:

COMMENCING: at the Northwest corner of the Southwest Quarter of Section 32, Township 9 South, Range 6 East, Tupelo, Mississippi, Chickasaw Meridian; thence run West for a distance of 98.45 feet, to a point: thence run South for a distance of 22.27 feet, to to a point also being a concrete Right-of-Way marker (Found) and being the Northwest corner of the Fairpark District - Phase One, as recorded in Plat Cabinet C-8, in the office of the Chancery Clerk, Tupelo, Mississippi and being the intersection of the East Right-of-Way line of the Kansas City Southern Railroad (50 feet from centerline), and the South Right-of-Way line of Main street (55 feet from centerline); thence run along said Railroad Right-of-Way South 07 degrees 55 minutes 53 seconds West for a distance of 930.06 feet to a concrete Right-of-Way marker (Found) Southwest corner of the Fairpark District - Phase One, as recorded in Plat Cabinet C-8, in the office of the Chancery Clerk, Tupelo, Mississippi, point also being on the South Right-of-Way line of Clark Boulevard; thence run North 89 degrees 40 minutes 20 seconds West for a distance of 380.06 feet, to

a point being the Northeast corner of Block 15 of the Weatherford & Hildebrand Survey and being the West line of Spring Street and the South line of Clark Street, also being the back of a sidewalk; thence run along said back of sidewalk South 01 degree 11 minutes 36 seconds East for a distance of 89.65 feet, to an Iron Pin (Set), and being the POINT OF BEGINNING; thence continue along said back of a sidewalk South 01 degree 08 minutes 41 seconds East for a distance of 93.74 feet, to a building corner; thence run along the North line of said building South 89 degrees 05 minutes 38 seconds West for a distance of 132.22 feet, to a building corner; thence run along the East line of said building North 00 degrees 01 minutes 48 seconds East for a distance of 26.62 feet, to a building corner; thence run along the North line of said building South 85 degrees 40 minutes 22 seconds West for a distance of 51.41 feet, to a point on the East line of a building; thence run along said East building line North 01 degree 05 minutes 56 seconds West for a distance of 61.13 feet, to a point; thence leaving said building line run East for a distance of 10.27 feet, to a P.K. Nail (Set); thence run North 14.20 feet, to a P.K. Nail (Set); thence run South 86 degrees 56 minutes 49 seconds East for a distance of 136.78 feet, to the POINT OF BEGINNING;

(INDEXING INSTRUCTIONS: all lying and being in the Southeast Quarter of Section 31, Township 9 South, Range 6 East, Tupelo, Mississippi, Chickasaw Meridian, and containing **0.32 Acres**, more or less).

**WHEREAS**, the real property is titled "Parking Lot" and depicted on Exhibit "A"; and

**WHEREAS**, an appraisal of the property has been conducted and its fair market value determined to be Seventy-Five Thousand Dollars (\$75,000), a summary thereof is attached as Exhibit "B"; and



**WHEREAS**, the property adjoins property already owned by the city which was purchased for the purposes of blight removal and redevelopment: and

**WHEREAS**, the purchase of this property further serves the best interests of public health, safety and welfare by furthering the blight removal and redevelopment of this area.

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

1. The matters and things set forth in the above preamble have been considered and are hereby accepted and incorporated as stated to form the basis for this Order.
2. The City Council authorizes the purchase of this property from Mill Village Lumberyard LLC for \$75,000.
3. The City Council authorizes the Mayor to enter into and execute a real estate purchase contract to obtain this property, purchase the real property at a closing to be scheduled, receive the deed on behalf of the City and subsequently submit these documents to the City Council for final ratification and acceptance. See Exhibit "C".

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

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

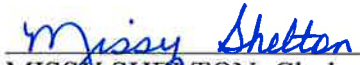
Aye  
Aye  
Aye  
Aye  
Aye  
Aye  
Aye

**WHEREUPON**, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the 16th day of August, 2022.

CITY OF TUPELO, MISSISSIPPI


  
LYNN BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

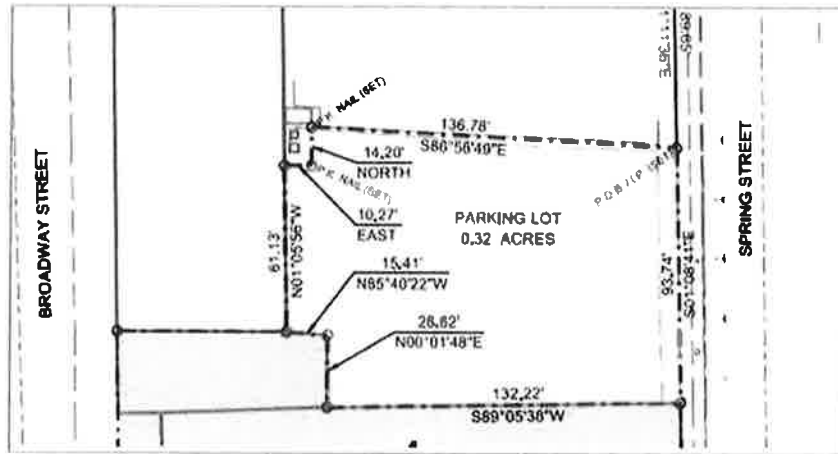
  
TODD JORDAN, Mayor

  
DATE





# APPRAISAL REPORT



**VACANT LAND**  
**WEST SIDE OF SOUTH SPRING STREET**  
**SOUTH OF CLARK STREET**  
**TUPELO, MISSISSIPPI 38804**

Requested By

**MR. BEN LOGAN**  
**CITY OF TUPELO**

**Effective Date of Appraisal**

**SEPTEMBER 27, 2021**

Appraised by

**C. Kyle Rogers**

**Rogers Appraisal Company**  
**State Certified General Real Estate Appraiser**  
**License Number GA-943**

# Exhibit

"B"

**SUMMARY OF SALIENT FACTS AND CONCLUSIONS****VACANT LAND  
WEST SIDE OF SOUTH SPRING STREET  
SOUTH OF CLARK STREET  
TUPELO, MISSISSIPPI 38804**

Property Name: S. Spring Street Land

Site Size: 0.32 Acres

Purpose of Appraisal: Internal Business Decisions for the City of Tupelo

Effective Date of Appraisal: September 27, 2021

Zoning: MUD, Mixed-Use Downtown District

Market Value Indication: \$75,000

Appraiser: C. Kyle Rogers  
Rogers Appraisal Company  
State Certified General Real Estate Appraiser  
GA-943

## CONTRACT OF PURCHASE

**AGREEMENT** entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the **MILL VILLAGE LUMBERYARD, A MISSISSIPPI LIMITED LIABILITY COMPANY**, (hereinafter referred to as "SELLER"), and the **CITY OF TUPELO, MISSISSIPPI** (hereinafter referred to as "PURCHASER"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

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 S. Spring Street and situated in the City of Tupelo, Lee County, Mississippi, upon the terms set forth herein. The real property is more particularly described as follows (the "Subject Property"):

See Legal Description Attached

1. PRICE. The purchase price of the property shall be SEVENTY-FIVE THOUSAND and NO/100 Dollars (\$75,000.00) and shall be 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, subject to subdivision, zoning, and other regulations in effect in the City of Tupelo or Lee County, Mississippi, and rights of way and easements for public roads, flowage, utilities and any mineral or mineral rights, including oil and gas, leased, granted or retained by current or prior owners, as well as any other restriction, reservation, encumbrance or items of record or which an accurate title search would reveal or which a survey or inspection of the property would reveal, and with taxes not delinquent; provided, however, that should delinquent taxes be due, Seller hereby agrees to pay such amount with the proceeds from the closing.
3. CLOSING COSTS. Purchaser and Seller are half any and all other closing costs, if any. Real estate taxes for the current year, if any, shall be paid be prorated.
4. PROPERTY CONDITION. The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing. Purchaser acknowledges that neither Seller nor any of the employees, agents, or attorneys of Sellers have made any verbal or written representations or warranties whatsoever to Purchaser, whether express or implied, statutory, or by operation of law regarding the condition of the Subject Property or the title thereto.
5. CLOSING AND POSSESSION. Seller and Purchaser shall work together to reasonably set a time for closing. Possession shall pass at Closing.
6. COMMISSION: Seller and Purchaser each represent and warrant that they are not represented by a broker and that no real estate commissions are due in the regard to the sale(s) contemplated in this agreement.
7. GOVERNING LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.

**Exhibit**  
"C"



8. ENTIRE AGREEMENT: This writing contains the entire Agreement of the Parties and may not be amended except in writing, signed by both Seller and Purchaser.

**IN WITNESS WHEREOF**, each of the Parties hereto has signed this Agreement on the date shown below their respective signatures. This Agreement shall, for all purposes, be deemed to be fully executed on the latest of the dates of execution as shown below (the "Effective Date").

PURCHASER

SELLER

\_\_\_\_\_  
TODD JORDAN, MAYOR

\_\_\_\_\_  
MILL VILLAGE LUMBERYARD,  
A MISSISSIPPI LIMITED  
LIABILITY COMPANY

CITY OF TUPELO, MISSISSIPPI  
P.O. BOX 1485  
TUPELO, MS 38802  
(662) 841-6513

\_\_\_\_\_  
( ) -

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

ATTEST

\_\_\_\_\_  
KIM HANNA, CFO/CITY CLERK

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO  
A PURCHASE AGREEMENT WITH JAMES NATHAN SIZEMORE FOR THE  
PURCHASE OF REAL PROPERTY LOCATED AT 3304 SOUTH GREEN STREET**

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

**WHEREAS**, in compliance with the provision of Miss. Code Ann. § 43-37-3 (1972), as amended, governing the acquisition of real property using public funds, the City of Tupelo has negotiated a contract (attached as **Exhibit "A"**) for the purchase of real property located at 3304 South Green Street from James Nathan Sizemore, for the best negotiated price of Ninety-Seven Thousand Five Hundred Dollars (\$97,500); and

**WHEREAS**, the City of Tupelo finds the purchase of property located at 3304 South Green Street to be in accordance with the proper municipal purpose of blight elimination and the addition of green space to be in the best interest of the economic development and economic interests of the city; and

**WHEREAS**, the City of Tupelo has obtained an appraisal of the real property located at 3304 South Green Street, and said appraisal valuing same at One Hundred and Fifteen Thousand Dollars (\$115,000); and

**WHEREAS**, the City of Tupelo is empowered to purchase real property for a mutually agreed upon price that is less than the amount of the fair market appraisal.

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

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 purchasing necessary interests in the real property for the purposes of elimination of a blighted area and are therefore incorporated herein.
2. The Mayor and City Clerk for the City of Tupelo are hereby authorized by the City Council to enter into the Purchase Agreement attached herewith to purchase the property located at 3304 South Green Street in the City of Tupelo in accordance with the terms of the agreement attached hereto. The contract and acceptance of deed will be ratified subsequent to closing.

After a full discussion of this matter, Council Member Beard moved that the foregoing Resolution be adopted and said motion was seconded by Council Member Jones 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  
Aye

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 Resolution was declared, passed and adopted at a regular meeting of the Council on this the 16th day of August, 2022.

CITY OF TUPELO, MISSISSIPPI

By: \_\_\_\_\_

LYNN BRYAN  
 City Council President

ATTEST:

Missy Shelton  
 MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan, Mayor  
 TODD JORDAN, Mayor

8-18-2022  
 DATE



## CONTRACT OF PURCHASE

**THIS AGREEMENT** entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **JAMES NATHAN SIZEMORE**, (hereinafter referred to as "Seller"), and the **CITY OF TUPELO, MISSISSIPPI** (hereinafter referred to as "Purchaser"), 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 3304 South Green Street, Tupelo, Mississippi, 38802, Lee County, MS Tax Parcel No. 106D-13-051-00 (hereinafter "Subject Property"). The subject property is situated in the City of Tupelo, Lee County, Mississippi upon the terms set forth herein. The subject property intended to be conveyed is more particularly described in **Exhibits "A"** attached.

1. **PRICE.** The purchase price of the subject property shall be Ninety-Seven Thousand Five Hundred Dollars (\$97,500) being due and payable at closing. (**See Exhibit "B" attached**)
2. **CLOSING.** Seller shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property, subject to subdivision, zoning, and other regulations in effect in the City of Tupelo, Lee County, Mississippi, and rights of way and easements for public roads, flowage, utilities, and any mineral rights, including oil and gas, leased, granted or retained by current or prior owners, as well as any other restriction, reservation, encumbrance, or items of record or which an accurate title search would reveal or which a survey or inspection of the property would reveal, and with taxes not delinquent; provided, however, that should delinquent taxes be due, Seller agrees to pay such amount with the proceeds from the closing. 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, Purchaser shall have the right to terminate its obligations under this agreement.
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. Real estate taxes for the current year, if any, shall be prorated. Buyer shall have sole discretion on hiring a closing attorney to facilitate the transaction.
4. **PROPERTY CONDITION.** The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing. Purchaser acknowledges that neither Seller nor any of the employees, agents, or attorneys of Seller have made any verbal or written representations or warranties whatsoever to Purchaser, whether express of

implied, statutory, or by operation of law regarding the condition of the Subject Property or the title thereto.

5. CLOSING AND POSSESSION. Seller and Purchaser shall work together to reasonably set a time for closing, to not exceed 60-days after the execution of this agreement. Possession shall take place at closing. Seller shall cause all residents to be removed from the subject property prior to the time of closing.
6. 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 sale(s) contemplated in the agreement.
7. GOVERNING LAW. This agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
8. 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.
9. 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.
10. NOTICE. All notices concerning this Agreement shall be sent via United States Mail First Class, postage prepaid to the persons and addresses listed below.

**PURCHASER:**

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

**SELLER:**

James Nathan Sizemore  
155 Road 1215  
Nettleton, MS. 38858

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

**IN WITNESS WHEREOF,** each of the Parties hereto have signed this Agreement on the date shown below with their respective signatures. This agreement shall, for all purposes, be deemed to be fully executed on the latest of the dates of execution as shown below (the "Effective Date").

*[signatures on next page]*



**PURCHASER**

**SELLER**

\_\_\_\_\_  
TODD JORDAN, MAYOR  
CITY OF TUPELO, MISSISSIPPI

\_\_\_\_\_  
JAMES NATHAN SIZEMORE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**ATTEST:**

\_\_\_\_\_  
ROSILAND BARR, DEPUTY CITY CLERK

\_\_\_\_\_  
DATE

## EXHIBIT "A"

*BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 10 SOUTH, RANGE 5 EAST; RUN THENCE WEST 1162.00 FEET, THENCE SOUTH 246.00 FEET, THENCE SOUTH 79° 41' WEST 515.00 FEET TO THE EAST LINE OF THE OLD TUPELO AND VERONA CONCRETE ROAD, THENCE NORTH 30° 19' WEST ALONG THE EAST LINE OF SAID ROAD 373.00 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE EAST 639.00 FEET TO THE POINT OF BEGINNING, CONTAINING 4.40 ACRES, MORE OR LESS, IN THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED BY R. C. CLARK & WIFE TO MRS. JESSIE MCGUIRE AND HUSBAND AND CONVEYED JANUARY, 1938, FROM J. H. PHILLIPS AND WIFE, TO MRS. JESSIE MCGUIRE, WIDOW, BOOK 275, PAGE 158 OF THE LAND RECORDS OF LEE COUNTY, MISSISSIPPI.*

*LESS AND EXCEPT THE FOLLOWING: ONE HALF ACRE MORE OR LESS DESCRIBED IN A CORRECTION WARRANTY DEED FROM E. T. LANEY ET UX, MINNIE L. LANEY, TO LEONARD GRANT ET UX, MAYBELL GRANT DATED JULY 5, 1951, RECORDED BOOK 393, PAGE 577, LAND RECORDS OF LEE COUNTY, MISSISSIPPI.*

IT BEING INTENDED TO CONVEY THAT SAME PROPERTY HAVING BEEN CONVEYED TO JAMES NATHAN SIZEMORE BY TERESA LEE CAUTHERN DAVIS, RHONDA MCKINNEY, AND JUDY DUNAWAY BY INSTRUMENT NUMBER 0116888 ON FILE IN THE LAND RECORDS IN THE OFFICE OF THE CHANCERY CLERK, LEE COUNTY, MISSISSIPPI.

**Exhibit "B"**

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

08/15/2022

Nathan Sizemore

Re: Property: 3304 S Green St  
Tupelo, MS 38801-6406  
Borrower: NONE  
File No.: PW202208151733

Opinion of Value: \$ 115,000  
Effective Date: 08/15/2022

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

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

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

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

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

Sincerely,



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