



# TUPELO REGULAR CITY COUNCIL MEETING

MAY 16, 2023 AT 6:00 PM  
COUNCIL CHAMBERS | CITY HALL

## AGENDA

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**INVOCATION:** COUNCIL MEMBER BRYAN

**PLEDGE OF ALLEGIANCE:** COUNCIL MEMBER DAVIS

**CALL TO ORDER:** COUNCIL PRESIDENT LYNN BRYAN

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

**PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA**

PROCLAMATIONS

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

**PUBLIC AGENDA**

PUBLIC HEARINGS

1. IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING **DRB**
2. IN THE MATTER OF PUBLIC HEARING FOR DEMOLITIONS **DRB**
3. IN THE MATTER OF PUBLIC HEARING FOR REDISTRICTING **DRB**

APPEALS

CITIZEN HEARING

**(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)**

**ACTION AGENDA**

- 4.** IN THE MATTER OF REVIEW AND APPROVE REDISTRICTING PLAN **DRB**
- 5.** IN THE MATTER OF AMENDMENTS TO THE ANIMAL CONTROL ORDINANCE **BL**

**ROUTINE AGENDA**

- 6.** IN THE MATTER OF APPROVAL OF MINUTES OF MAY 2, 2023
- 7.** IN THE MATTER OF BILL PAY **KH**
- 8.** IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
- 9.** IN THE MATTER OF APPROVAL TO SUBMIT FOR BVP GRANT **AC**
- 10.** IN THE MATTER OF APPROVING SELECTION OF CONSTRUCTION MANAGER FOR DESIGNATED ARPA PROJECTS **BL**
- 11.** IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR LOT MOWING **DRB**
- 12.** IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR DEMOLITION **DRB**
- 13.** IN THE MATTER OF APPROVAL OF PLANNING COMMITTEE MEETING MINUTES APRIL 3, 2023 **DRB**
- 14.** IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES MARCH 13 AND APRIL 10, 2023 **DRB**
- 15.** IN THE MATTER OF BODY WORN CAMERAS AGREEMENT WITH DRUG ENFORCEMENT ADMINISTRATION **JQ**
- 16.** IN THE MATTER OF DONATED LEAVE REQUEST - FAULKNER **AF**
- 17.** IN THE MATTER OF FAIRPARK RESTROOMS **NM**

**(CLOSE REGULAR SESSION)**

**STUDY AGENDA**

**EXECUTIVE SESSION**

**ADJOURNMENT**



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Dennis Bonds, Interim Director of Development Services  
**DATE** May 9, 2023  
**SUBJECT:** IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING **DRB**

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**Request: DRB**

Public Hearing for properties on final lot mowing list. Preliminary list is attached. Final list will be provided prior to the meeting.

Preliminary Lot Mowing Report for 05/16/23

Item # 1.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	44015	089N3100601	123 S INDUSTRIAL RD	ACC TAX SALES PROPERTIES LLC	P O BOX 850001	ORLANDO, FL 32885	SB
2.	44025	088J3301002	1203 KELLY ST	RODAS CLAUDIA & LAURO ALBERTO RODAS	1009 HOOVER ST	TUPELO, MS 38801	RS
3.	44028	089J3114900	404 N GLOSTER ST	TATE PROPERTIES LP	PO DRAWER B	TUPELO, MS 38802	DS
4.	44029	101B0219500	2607 BRYAN ST	SHARP JULIA PRENEICE LOWER	205 DOE RUN RD	TUPELO, MS 38801	RS
5.	44030	101B0219700	2613 BRYAN ST	JKME PROPERTIES LLC	2072 COLUMBINE	TUPELO, MS 38801	RS
6.	44032	088J3303600	1250 BERRY ST	BAGWELL CARLTON LEE (DECEASED)	2112 BRYAN DR	TUPELO, MS 38801	RS
7.	44035	089B3013600	1132 HILDA AVE	SCALES MARK	1103 HILDA	TUPELO, MS 38804	SB
8.	44041	112A0410500	1011 WILSON ST	TURBO PROPERTIES LLC	208 N GLOSTER STREET	TUPELO, MS 38804	RS
9.	44042	112A0411100	1012 WILSON ST	COONTAIL INVESTMENTS LLC	3900 ESSEX LANE, SUITE 340	HOUSTON, TX 77027	RS
10	44043	084N1901200	805 SUNNYSIDE DR	APRIL SMITH	116 HWY 32 EXTENDED	HOUSTON, MS 38851	DS
11	44046	077C2501600	1507 TRACE AVE	BENNETT HILLS INC	P O BOX 3786	MERIDIAN, MS 39303-3786	DS
12	44047	077D2516101	1203 KINCANNON ST	J ROBINSON PROPERTIES LLC	14440 HWY 23 N	TREMONT, MS 38876	DS

Preliminary Lot Mowing Report for

Item # 1.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	44050	078H2709500	813 BEECHNUT ST	HENDERSON AARON	813 BEECHNUT	TUPELO, MS 38801	DS
14	44052	101R1200308	2429 LAWNSDALE DR	TUPELO REAL ESTATE INVESTMENTS INC	ATTENTION CHIEF FINANCIAL OFFICER	2829 TOWNSGATE ROAD SUITE 350	DS
15	44053	101B0224700	2317 ENGLEWOOD DR	JOHNSON OLLIE M	2317 ENGLEWOOD DR	TUPELO, MS 38801	DS
16	44056	078H2709500	813 BEECHNUT ST	HENDERSON AARON	813 BEECHNUT	TUPELO, MS 38801	DS
17	44058	077F2617900	709 LAR-ELI-DO DR	PAYNE THOMAS JR	113 WAYSIDE	TUPELO, MS 38804	DS
18	44060	113B0602200	S GREEN ST	GENLYTHE THOMAS GROUP LLC	4360 BROWNSBORO ROAD STE 300	LOUISVILLE, KY 40232	SB
19	44064	105D1505000	3075 MOORE AVE	MOORE TONY A SR & BERNICE	109 BELWOOD COVE	BELDEN, MS 38826	RS
20	44065	105D1505100	3091 MOORE AVE	DANCER MCCOY	1103 FILLMORE DR	TUPELO, MS 38801	RS
21	44066	085N2101200	1641 OAKVIEW CIR	ABDELAZIZ SAFA A AND HUSSEIN TALAT A	8317 PINE SPRINGS ROAD	MERIDIAN, MS 39305	RS
22	44067	106A1403800	2756 BEASLEY DR	RANKIN HOMES LLC	1695 VALLEY VIEW COVE	TUPELO, MS 38801	RS
23	44068	106A1403800	2756 BEASLEY DR	RANKIN HOMES LLC	1695 VALLEY VIEW COVE	TUPELO, MS 38801	RS
24	44069	105D1502500	2938 BEASLEY DR	WREN ESSIE	710 C R 154	SHANNON, MS 38868	RS

Preliminary Lot Mowing Report for

Item # 1.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
25	44071	106C1317800	1114 BICKERSTAFF ST	JEK RENTAL PROPERTY LLC	P O BOX 186	MOOREVILLE, MS 38857	RS
26	44072	105D1503500	3064 MOORE AVE	RICHARDSON MEGAN	P O BOX 87	RED BANKS, MS 38661	RS
27	44073	089E3001700	816 CLAYTON AVE	HENSON SLEEP RELIEF INC	PO BOX 728	TUPELO, MS 38802	SB
28	44077	105D1505300	3139 MOORE AVE	SPRAGIN GEORGE L ESTATE	631 COUNTY ROAD 154	SHANNON, MS 38868	RS
29							
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## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Dennis Bonds, Interim Director of Development Services  
**DATE** May 9, 2023  
**SUBJECT:** IN THE MATTER OF PUBLIC HEARING FOR DEMOLITIONS **DRB**

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**Request: DRB**

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

**1133 Elvis Presley (PARCEL 088F2802600)**

**1155 Elvis Presley (PARCEL 088F2802700)**

**1165 Elvis Presley (PARCEL 088F280260H)**



## HEARING NOTICE

05/02/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 39995

Vs.

**VARNELL C. REED**

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

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

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

- 1. Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **1133 ELVIS PRESLEY DRIVE PARCEL #088F-28-026-00, 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 **05/16/2023, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
- 3. Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.



4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.
- 5.

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

**WITNESS MY SIGNATURE, THIS THE 2nd day of May, 2023.**

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

## BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

**ADDRESS: 1133 ELVIS PRESLEY DRIVE**

### **BASIC INFORMATION**

- ▶ PARCEL: 088F-28-026-00
- ▶ CASE: 39996
- ▶ WARD: 5
- ▶ TAX VALUE: \$25940
- ▶ VACANT: Yes
- ▶ REPAIRABLE: No

### **NEARBY PROPERTIES/ TAXES**

Right side:	Blighted Property	\$ 1,720
Left side:	Residence	\$15,480
Rear:	Residence	\$19,530
Across street:	Residence	\$54,990

### **TAXES/LIENS**

- Taxes in arrears: No
- No city liens: No

### **VISUAL INDICATORS OF BLIGHT**

- ▶ Structural damage or failure - Yes
- ▶ Exterior materials in need of replacement or repair – Yes
- ▶ Broken windows\damaged doors – Yes
- ▶ Yard or grounds poorly maintained – Yes
- ▶ Accumulation of junk - Yes

### **CODE ENFORCEMENT HISTORY**

- ▶ Prior violations 10
- ▶ Current status – Owner appears to have vacated the house.
- ▶ This property has been a problem for many years as owner was a hoarder.

12/30/2021

REED VARNELL C  
1133 ELVIS PRESLEY  
TUPELO, MS 38804

Re: CASE # 39995  
1133 ELVIS PRESLEY DR,  
PARCEL NUMBER: 088F2802600



Dear Property Owner or Tenant,

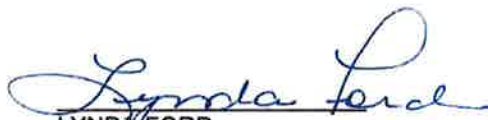
It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties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

VIOLATION	DETAILS/REMEDY
BLDG MAINT	PLEASE SEE ATTACHED

<b>PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE:</b>	<b>REINSPECTION DATE:</b>
01/28/2022	01/28/2022

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

Sincerely,

  
LYNDA FORD  
Code Enforcement

**3401.2 MAINTENANCE (EXISTING STRUCTURES)**

Buildings and structures, and parts thereof, shall be maintained in a safe and sanitary condition. Devices or safeguards which are required by this code shall be maintained in conformance with the code edition under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of buildings and structures. To determine compliance with this subsection, the building official shall have the authority to require a building or structure to be re-inspected. The requirements of this chapter shall not provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures.

**PROPERTY MAINTENANCE - OUTDOOR STORAGE****11.6.3(1) Outdoor Storage of Materials**

(a) No storage of any kind shall be permitted on a porch, open carport, or yard, except in an enclosed porch, as defined in Chapter 2 of this Ordinance. No refrigerators or similar appliances, or upholstered furniture, or similar items, may be stored or placed on the porch, unless the porch is enclosed.

(b) No laundry shall be placed on any fence, porch, or clothesline, except in the rear yard.

**PROPERTY MAINTENANCE - BUILDING MAINTENANCE**

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

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

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

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

11.6.3(8) Junk: It shall be unlawful for the owner or occupant of any property within the City to utilize said property for the storage and accumulation of used, discarded or worn out materials or manufactured products, whether reusable or not, including but not limited to appliances, building materials, building rubbish, trash, garbage, waste products, metal products, and similar items.

11.6.3(9) Open Storage: Open or outside storage of materials and products shall be prohibited in all zoning districts except Industrial, if within view from the street or if not screened from the view of neighbors by opaque fencing or landscaping.

**PLEASE SEE PICTURES AND CIRCLED AREAS.**

1133 ELVIS PRESLEY DR.









## HEARING NOTICE

05/02/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 39996

Vs.

**CLIFTON SHIELDS AND AGNES SHIELDS, AS INDIVIDUALS  
AND IN THEIR CAPACITY AS TRUSTEES UNDER THE  
SHIELDS LIVING TRUST**

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."

- 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 **1155 ELVIS PRESLEY DRIVE PARCEL #088F-28-027-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanliness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
- Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **05/16/2023, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
- Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.



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

Item # 2.

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 May, 2023.



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

# BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

Item # 2.

**ADDRESS: 1155 ELVIS PRESLEY DRIVE**

## **BASIC INFORMATION**

- ▶ PARCEL: 088F-28-027-00
- ▶ CASE: 39996
- ▶ WARD: 5
- ▶ TAX VALUE: \$1720
- ▶ VACANT: Yes
- ▶ REPAIRABLE: No

## **NEARBY PROPERTIES/ TAXES**

Right side:	Blighted Property	\$25,940
Left side:	Blighted Property	\$25,940
Rear:	Vacant Property	\$25,940
Across street:	Vacant Property	\$47,510

## **TAXES/LIENS**

Taxes in arrears	No
No city liens	No

## **VISUAL INDICATORS OF BLIGHT**

- ▶ Structural damage or failure - Yes
- ▶ Exterior materials in need of replacement or repair – Yes
- ▶ Broken windows\damaged doors – Yes
- ▶ Yard or grounds poorly maintained – Yes
- ▶ Accumulation of junk - Yes

## **CODE ENFORCEMENT HISTORY**

- ▶ Prior violations 7
- ▶ Current status – Owner lives two houses down and has a hoarding problem at this address.
- ▶ This property has been vacant for at least three years. It will not pass a rental inspection.

12/30/2021

SHIELDS CLIFTON W & AGNES AS  
TRUSTEES FOR SHIELDS LIVING TR  
1203 ELVIS PRESLEY  
TUPELO, MS 38804



Re: CASE # 39996  
1155 ELVIS PRESLEY DR,  
PARCEL NUMBER: 088F2802700

Dear Property Owner or Tenant,

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

VIOLATION	DETAILS/REMEDY
BLDG MAINT	MAINTAIN BUILDING EXTERIOR AND CLEAN UP; REMOVE OLD DILAPIDATED OUT BUILDINGS
JUNK & ABANDONED VEHICLES	CLEAN UP ALL JUNK AROUND THE HOUSE
OPEN/OUTDOOR STORAGE & LITTER	CLEAN UP ALL MATERIALS AROUND THE HOUSE

<b>PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE:</b>	<b>REINSPECTION DATE:</b>
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Thank you in advance for your compliance. If you have questions, please call 662.231-8563.

Sincerely,

*Lynda Ford*  
LYNDA FORD  
Code Enforcement

**CERTIFICATE OF OCCUPANCY****110.1 USE AND OCCUPANCY.**

No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a Certificate of Occupancy therefore as provided herein. Issuance of a Certificate of Occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

**3401.2 MAINTENANCE (EXISTING STRUCTURES)**

Buildings and structures, and parts thereof, shall be maintained in a safe and sanitary condition. Devices or safeguards which are required by this code shall be maintained in conformance with the code edition under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of buildings and structures. To determine compliance with this subsection, the building official shall have the authority to require a building or structure to be re-inspected. The requirements of this chapter shall not provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures.

**IPMC SEC 110 - DEMOLITION (110.1-110.4)**

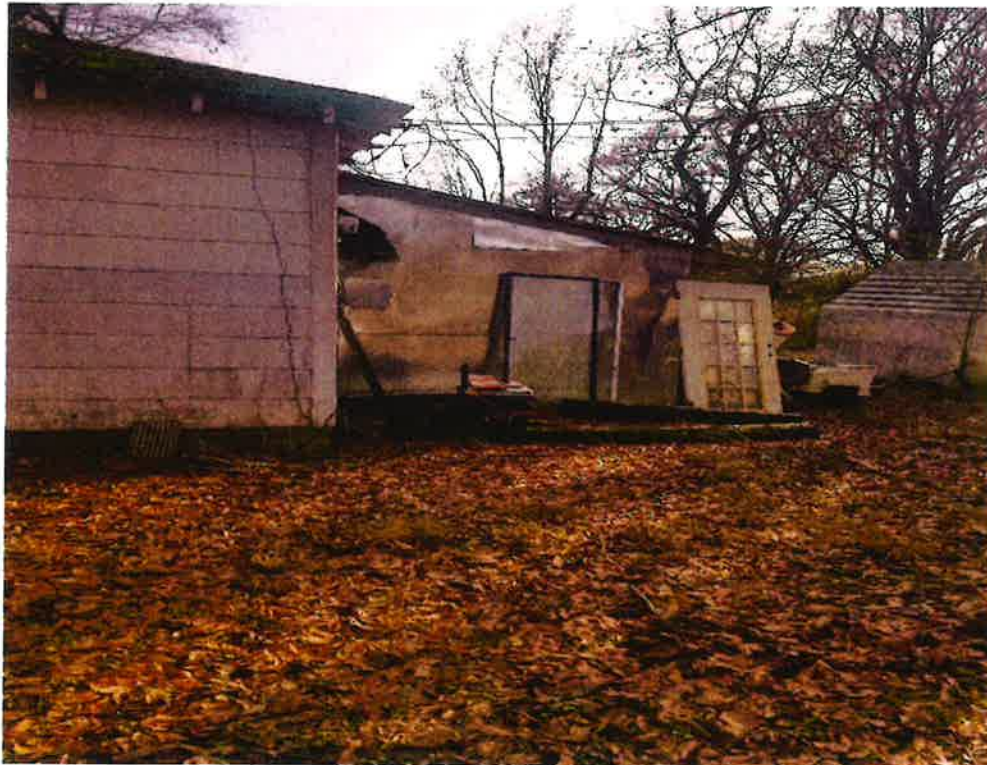
SEC 110.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repairs as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy.....the code official shall order the owner or owner's authorized agent to demolish and remove such structure.....(110.1-110.4 INCUDED)

**PROPERTY MAINTENANCE - OUTDOOR STORAGE****11.6.3(1) Outdoor Storage of Materials**

- (a) No storage of any kind shall be permitted on a porch, open carport, or yard, except in an enclosed porch, as defined in Chapter 2 of this Ordinance. No refrigerators or similar appliances, or upholstered furniture, or similar items, may be stored or placed on the porch, unless the porch is enclosed.
- (b) No laundry shall be placed on any fence, porch, or clothesline, except in the rear yard.

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

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







## HEARING NOTICE

05/02/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 39998

Vs.

VARNELL C. REED

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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 **1165 (1405) ELVIS PRESLEY DRIVE PARCEL #088F-28-026-OH, Tupelo MS**, including building(s) thereon, is in such a state of uncleanliness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
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- 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.
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WITNESS MY SIGNATURE, THIS THE 2nd day of May, 2023.

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



# BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

**ADDRESS: 1165 (1405) ELVIS PRESLEY DRIVE**

## **BASIC INFORMATION**

- ▶ PARCEL: 088F-280260H
- ▶ CASE: 39998
- ▶ WARD: 5
- ▶ TAX VALUE: \$11250
- ▶ VACANT: Yes
- ▶ REPAIRABLE: No

## **NEARBY PROPERTIES/ TAXES**

Right side:	Residence	\$66,090
Left side:	Blighted Property	\$ 1,720
Rear:	Vacant Land	\$25,940
Across street:	Vacant Land	\$47,510

## **TAXES/LIENS**

Taxes in arrears

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 7
- ▶ Current status – absent owner – same parcel as 1133 Elvis Presley Drive
- ▶ The house was unable to pass rental inspection and the owner is not willing to bring it up to code

12/30/2021

REED REX H & VARNELL  
1133 ELVIS PRESLEY  
TUPELO, MS 38804



Re: CASE # 39998  
1165 ELVIS PRESLEY DR,  
PARCEL NUMBER: 088F280260H

Dear Property Owner or Tenant,

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

<b>VIOLATION</b>	<b>DETAILS/REMEDY</b>
BLDG MAINT	REPAIR EXTERIOR OF HOUSE.
JUNK & ABANDONED VEHICLES	CLEAN UP AROUND HOUSE
OPEN/OUTDOOR STORAGE & LITTER	REMOVE ALL JUNK AND DEBRIS FROM BACK FRONT AND SIDE YARDS

<b>PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE:</b>	<b>REINSPECTION DATE:</b>
01/28/2022	01/28/2022

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

Sincerely,

*Lynda Ford*  
LYNDA FORD  
Code Enforcement







## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Dennis Bonds, Interim Director of Development Services  
**DATE** May 11, 2023  
**SUBJECT:** IN THE MATTER OF PUBLIC HEARING FOR REDISTRICTING **DRB**

---

**Request: DRB**

Public Hearing for Redistricting. Proposed Demographic Data and Ward Map is attached.



# City of Tupelo

Department of Development Services

Tanner Newman, Director

## Notice of Public Meeting

A public meeting will be held at 6:00pm on Tuesday, May 16, 2023 for the purpose of providing information and receiving public comment on the City's proposed redistricting plan as initiated by Resolution on November 15, 2022. The hearing will be held in Council Chambers on the 2<sup>nd</sup> floor of City Hall, 71 East Troy Street, Tupelo, MS to present proposed map and corresponding demographic data.

Three Rivers Planning and Development District entered into contract with the City of Tupelo to consult on this process and will discuss the process at the public hearing as well as the proposed map's adherence to the City Resolution which resolved

“that any redistricting plan to be considered and adopted by the Governing Body, shall comply with the U.S. Constitution, the Mississippi Constitution, applicable state and federal law, including the Voting Rights Act of 1965, as amended, and such plan shall also contain contiguous districts within +/- 5% deviation from the ideal district population. In addition to these primary criteria and to the extent practicable, the Governing Body will comply with the Voting Rights Act, will adhere to the constitutional one-person, one-vote rule, and ensure existing minority represented wards will not decrease in number. The Governing Body will also maintain compact ward boundaries and will take all possible measures to keep intact communities with established ties of common interest and association. The Governing Body will also separate incumbents into individual districts, maintain core retention of existing Wards, and, where possible, follow natural geographic boundaries in drawing ward lines.”

Members of the public and the media are welcome to attend. The proposed map and associated demographic information have been enclosed as part of this notice.

### MAYOR

Todd Jordan

### CITY COUNCIL

Chad Mims  
Ward One

Lynn Bryan  
Ward Two

Travis Beard  
Ward Three

Nettie Davis  
Ward Four

Buddy Palmer  
Ward Five

Janet Gaston  
Ward Six

Rosie Jones  
Ward Seven

Tupelo City - 2020 Proposed Plan (05102023)

Total Population							
	Total	Deviation	% Devn	White alone	% White Alone	Black or African American alone	% Black or African American alone
Ward 1	5,184	-234	-4.3	3,943	76.1%	891	17.2%
Ward 2	5,643	225	4.2	3,580	63.4%	1,587	28.1%
Ward 3	5,294	-124	-2.3	2,591	48.9%	2,129	40.2%
Ward 4	5,293	-125	-2.3	1,658	31.3%	3,130	59.1%
Ward 5	5,482	64	1.2	3,127	57.0%	1,867	34.1%
Ward 6	5,380	-38	-0.7	3,974	73.9%	987	18.3%
Ward 7	5,647	229	4.2	1,486	26.3%	3,568	63.2%
Total	37,923			20,359	53.7%	14,159	37.3%
<i>Ideal Size</i> 5,418							

Voting Age Population							
	Total	% Total	White alone	% White alone	Black or African American alone	% Black or African American alone	All Other Races*
Ward 1	4,024	77.6%	3,128	77.7%	660	16.4%	236
Ward 2	4,272	75.7%	2,912	68.2%	1,067	25.0%	293
Ward 3	4,135	78.1%	2,229	53.9%	1,562	37.8%	345
Ward 4	3,911	73.9%	1,349	34.5%	2,248	57.5%	314
Ward 5	4,269	77.9%	2,654	62.2%	1,276	29.9%	339
Ward 6	4,299	79.9%	3,295	76.6%	711	16.5%	293
Ward 7	4,038	71.5%	1,236	30.6%	2,452	60.7%	348
Total	28,948	76.3%	16,803	58.0%	9,976	34.5%	2,168

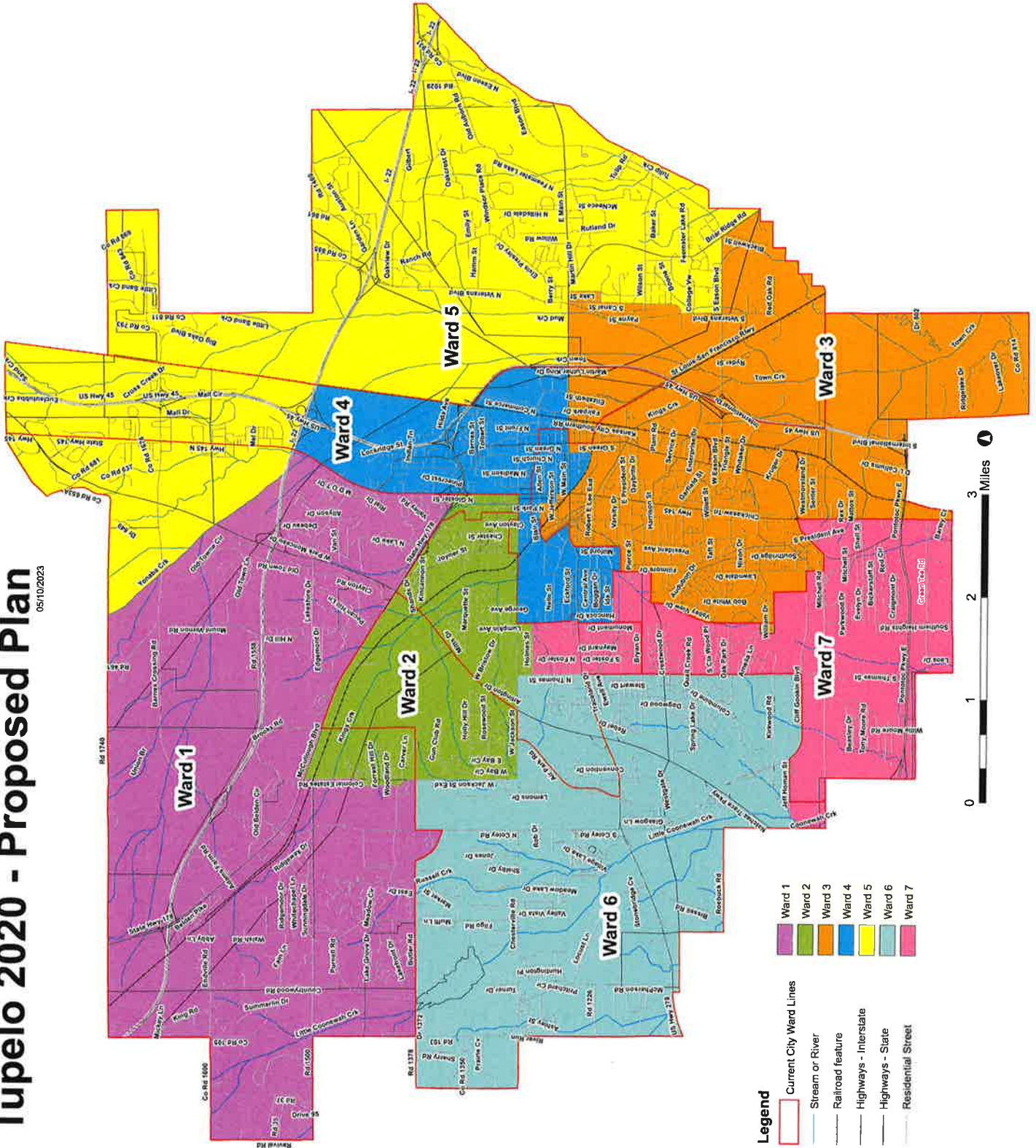
Population Range 5184 to 5647  
 Deviation Range -234 to 229  
 Absolute Deviation 463  
 Percent Deviation -4.3 to 4.2  
 Absolute Percent Deviation 9

Source: U.S. Census Bureau, 2020 Census Redistricting Data (Public Law 94-171)

\*NOTE: All other races includes those who identify as American Indian and Alaska Native alone; Asian alone; Native Hawaiian and Other Pacific Islander alone; Some Other Race alone; and those who identify as having Two or More Races.

# Tupelo 2020 - Proposed Plan

05/10/2023







## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Dennis Bonds, Interim Director of Development Services

**DATE** May 11, 2023

**SUBJECT:** IN THE MATTER OF REVIEW AND APPROVE REDISTRICTING PLAN **DRB**

---

**Request: DRB**

Review and approval of proposed Redistricting Plan. Proposed Demographic Data and Ward Map is attached.



# City of Tupelo

Department of Development Services

Tanner Newman, Director

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Tupelo City - 2020 Proposed Plan (05102023)

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Ward 4	5,293	-125	-2.3	1,658	31.3%	3,130	59.1%	505	9.5%
Ward 5	5,482	64	1.2	3,127	57.0%	1,867	34.1%	488	8.9%
Ward 6	5,380	-38	-0.7	3,974	73.9%	987	18.3%	419	7.8%
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Total	37,923			20,359	53.7%	14,159	37.3%	3,407	9.0%

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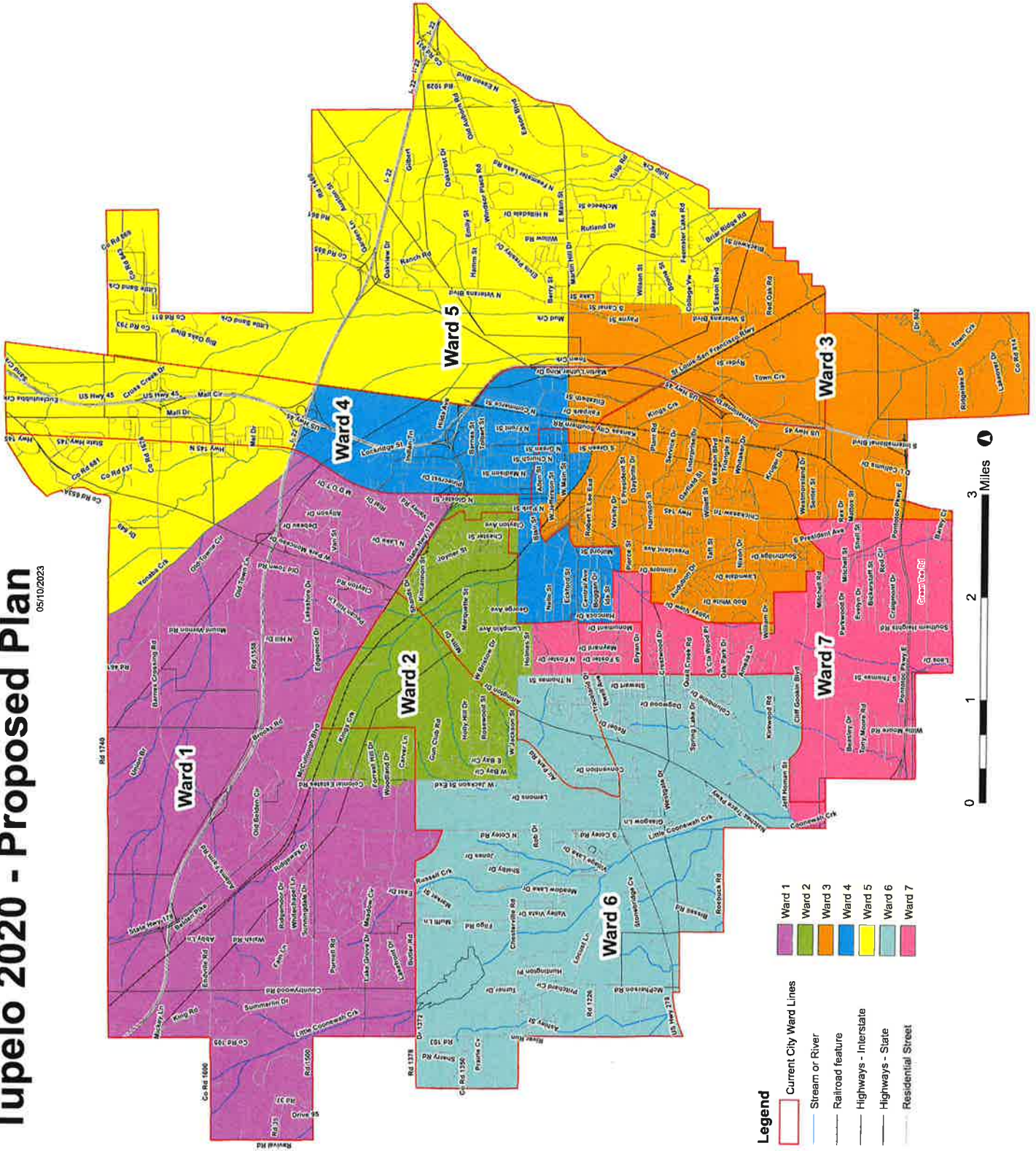
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# Tupelo 2020 - Proposed Plan

05/10/2023





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Stephen N. Reed, Assistant City Attorney

**DATE** May 11, 2023

**SUBJECT:** IN THE MATTER OF AMENDMENTS TO THE ANIMAL CONTROL ORDINANCE

---

**Request:**

This item was moved to the Action Agenda during the April 18, 2023 Regular Meeting. The Council was fully advised of the City's legal authority to enact meaningful regulations concerning the care and upkeep of animals during a work session on April 24<sup>th</sup> the item was tabled during the May 2, 2023 Regular Meeting.

Vote to bring this item off of the table.

Vote to approve the attached recommended amendments.



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Missy Shelton, Council Clerk

**DATE** May 9, 2023

**SUBJECT:** IN THE MATTER OF APPROVAL OF MINUTES OF MAY 2, 2023

---

**Request:**

For your review and approval.

# **REGULAR CITY COUNCIL MEETING**

## **MUNICIPAL MINUTES CITY OF TUPELO**

### **STATE OF MISSISSIPPI**

**MAY 2, 2023**

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, May 2, 2023, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member Lynn Bryan led the invocation. Council Member Nettie Davis introduced Stan Allen who led the pledge of allegiance.

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

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

Council Member Beard moved, seconded by Council Member Palmer, to confirm the agenda and agenda order, as presented. The vote was unanimous in favor.

### **PROCLAMATIONS**

Mayor Todd Jordan proclaimed April 25, 2023, as Stan Allen Day and presented Mr. Allen with a key to the City. APPENDIX A

### **EMPLOYEE RECOGNITION**

Mayor Todd Jordan recognized the following, for employment with the City of Tupelo:

Jason Paul Thomas	Fire Department	30 years
Zachary Ryan Shumpert	Fire Department	5 years
Nathan Hughes	Public Works Department	25 years

### **PUBLIC RECOGNITION**

Mrs. Kathryn Rhea addressed the Council thanking them for all their support of the Keep Tupelo Beautiful group. The group recently won 3 awards for 2023. Mr. Jessie Bandre also thanked the Mayor and Council for all the support they extend toward Kathryn and the Keep Tupelo Beautiful program.

Council Member Davis told everyone about the visitation of historic landmarks on May 13 from 11:00 - 1:00. The Spain House is on the tour, as well as, the Spring Hill MB Church. Lessons in Black History, by Dr. Carl Marx, will be presented on May 9 at 6:00 PM. Juneteenth will have 2 days of celebration this year - June 17 and 19.

Council Member Travis Beard thanked Kathryn Rhea and Keep Tupelo Beautiful for all their hard work. He gave a “shout-out” to the Departments of the City saying, "We can't function without you." He reminded everyone that the Blue Suede Cruise is this coming weekend.

Council Member Buddy Palmer reiterated all the thanks for the KTB group.

Council Member Rosie Jones thanked everyone with the Keep Tupelo Beautiful group for their speedy work after the recent tornado in Tupelo. She also thanked Public Works and Tupelo Water & Light for their quick response to the tornado.

Council Member Janet Gaston congratulated Kathryn Rhea and all her hard work. She challenged everyone to pick up at least one piece of trash each day.

Council Member Chad Mims congratulated Kathryn Rhea for all she has accomplished and that she has been able to incorporate a wave of volunteers in her program.

Council Member Lynn Bryan reminded everyone that the Dudie Burger festival is this weekend.

### **MAYOR'S REMARKS**

Mayor Todd Jordan reminded everyone of events coming up, started this weekend: Wine Downtown, Gum Tree and Elvis Fest. He also introduced the City's governmental consultant, Jordan Starnes.

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

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

<u>Parcel</u>	<u>Location</u>
101H0104100	918 GRANT ST

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

Attorney James Moore spoke to the Council on behalf of Charles Williams of 2207 McCullough Blvd, which was listed on the demolition list. No one appeared to speak at the public hearing for the following properties, also on the demolition list: 1809 Trace Ave, 561 Magazine Street, 215 S Highland St and 611 Racove.

### **CITIZEN HEARING**

Ms. Angela Northington addressed the Council about some concerns in the area where she lives, including the harassment of someone knocking on her door or ringing her doorbell, general Tupelo Housing Authority policies and maintenance, litter and pets running at large.

### **IN THE MATTER OF AMENDMENT TO ANIMAL ORDINANCE**



Council Member Beard moved, seconded by Council Member Gaston, to table this item. The vote was unanimous in favor.

**IN THE MATTER OF APPROVAL OF MINUTES OF APRIL 18, 2023 MEETING**

Council Member Davis moved, seconded by Council Member Beard, to approve the minutes of the April 18, 2023, regular City Council meeting. The vote was unanimous in favor.

**IN THE MATTER OF BILL PAY**

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

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

Council Member Gaston moved, seconded by Council Member Jones, to approve the advertising and promotional list, as presented. The vote was unanimous in favor. APPENDIX C

**IN THE MATTER OF THE 2024 BUDGET CALENDAR**

Council Member Mims moved, seconded by Council Member Beard, to approve the 2024 Budget Calendar, as presented by CFO/City Clerk Kim Hanna. The vote was unanimous in favor. APPENDIX D

**IN THE MATTER OF AMNESTY MONTH**

Municipal Court Clerk addressed the Council asking that the Municipal Judges be allowed to waive warrant fees of \$125 from May 15 - June 15 in an attempt to collect old fines before they are turned over to a collection agency. Both Judge Weir and Judge Allen have agreed to the waiver should the City Council approve. Council Member Palmer moved, seconded by Council Member Gaston to approve the waiver of warrant fees in the amount of \$125 per defendant. The vote was unanimous in favor.

**IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR LOT MOWING**

Council Member Davis moved, seconded by Council Member Beard, to approve the final lot mowing list, as presented. The vote was unanimous in favor. APPENDIX E

**IN THE MATTER OF REVIEW/APPROVE 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:

1809 Trace Avenue (Parcel 076G-24-005-00)

2207 McCullough Blvd (Parcel 075V-22-007-00)  
 561 Magazine (Parcel #089P-31-068-00)  
 215 South Highland (Parcel 077Q-36-075-00)  
 611 Racove (Parcel 077L-36-015-00)

Council Member Gaston 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 LICENSE COMMISSION MINUTES OF APRIL 20, 2023**

Council Member Palmer, seconded by Council Member Jones, to accept the minutes of the License Commission meeting of April 20, 2023. The vote was unanimous in favor. APPENDIX G

### **IN THE MATTER OF PLANNING COMMITTEE MINUTES OF JANUARY 9, 2023**

Council Member Palmer moved, seconded by Council Member Beard, to accept the minutes of the Planning Committee dated January 9, 2023. The vote was unanimous in favor. APPENDIX H

### **IN THE MATTER OF TAX ABATEMENT APPLICATION FOR JUST LOVE COFFEE CAFÉ**

DDS Director Tanner Newman discussed the request for tax abatement for Just Love Coffee Café for a period of 5 years. He explained that this improvement meets the criteria for the City's tax abatement program. Council Member Beard moved, seconded by Council Member Davis, to approve the 5 year tax abatement request for Just Love Coffee Café. The vote was unanimous in favor. APPENDIX I

### **IN THE MATTER OF TAX ABATEMENT APPLICATION FOR THE CARROLL PARK BUILDING**

DDS Director Tanner Newman discussed the request for tax abatement for the Carroll Park Building for a period of 5 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 5 year tax abatement request for the Carroll Park Building. The vote was unanimous in favor. APPENDIX J

### **IN THE MATTER OF LEAVE DONATION REQUEST - GILLAND**

Council Member Beard moved, seconded by Council Member Mims, to approve the donation of sick time for Public Works employee Elmer Gilland, as allowed by the employee handbook. The vote was unanimous in favor. APPENDIX K

### **IN THE MATTER OF AWARD OF BID 2023-009PW - LOCAL STREET MAINTENANCE MILL AND OVERLAY PROGRAM – 2023 ANNUAL BID**

Bids were received for Bid 2023-009PW for Local Street Maintenance Mill and Overlay Program 2023. Public Works Director Chuck Williams requested that the Council award the bid to Falcon Contracting

Co., Inc., the lowest and best bid in the amount of \$3,352,102.00, with an alternate award to Gregory Companies, LLC DBA Murphree Paving, in the amount of \$3,925,137.00. Council Member Palmer moved, seconded by Council Member Gaston, to approve the bid, as requested. The vote was unanimous in favor. APPENDIX L

**IN THE MATTER OF AWARD OF BID 2023-008PW - MAJOR THOROUGHFARE MILL & OVERLAY PROGRAM – 2023**

Bids were received by the City of Tupelo for Bid # 2023-008PW for Major Thoroughfare Mill and Overlay 2023. Council Member Davis moved, seconded by Council Member Beard, to award the lowest and best bid to Falcon Contracting Co., Inc. for a total of \$953,025.00. The vote was unanimous in favor. APPENDIX M

**IN THE MATTER OF SURPLUS OF FIXED ASSET ITEMS**

Council Member Palmer moved, seconded by Council Member Beard, to approve the surplus items listed on APPENDIX N, as submitted by Park and Recreation Department. These items are no longer needed by the City of Tupelo and should be auctioned/scrapped, as noted on the list. The vote was unanimous in favor.

**IN THE MATTER OF APPROVAL OF CONTRACT FOR BID # 2023-017PR LEE ACRES PICKLEBALL COMPLEX**

Council Member Beard moved, seconded by Council Member Palmer, to approve the contract for Bid 2023-017PR - Lee Acres Pickleball Complex, with M & N Liability Construction, and to authorize the mayor and city clerk to enter into the contract for later presentment to the City Council for ratification. The vote was unanimous in favor. APPENDIX O

**IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF MARCH 20, 2023**

Council Member Palmer moved, seconded by Council Member Beard, to accept the minutes of the Cadence Bank Arena of March 20, 2023. The vote was unanimous in favor. APPENDIX P

**IN THE MATTER OF BID 2023-014WL – CONCRETE POLES (12 MONTH SUPPLY BID)**

Bids were received by the City of Tupelo for bid # 2023-014WL - Concrete Poles. Council Member Beard moved, seconded by Council Member Davis, to award the bid to the lowest and best bidder Stresscrete, Inc. The vote was unanimous in favor. APPENDIX Q

**IN THE MATTER OF AWARD OF BID 2023-019WL – HWY 45N SEWER OUTFALL LINE**

Bids were received by the City of Tupelo for bid 2023-019WL - Hwy 45 N Sewer Outfall Line. Attorney Ben Logan explained to the Council that confirmation has been received from the Horn Group and MDEQ that the bidding process was in order. Council Member Gaston moved, seconded by Council Member Beard, to award the bid to the lowest and best qualified bidder Encor, LLC, in the amount of \$1,368,762.00. The vote was unanimous in favor. APPENDIX Q

**IN THE MATTER OF REAPPOINTMENT OF CHARLES DUKE TO THE NORTHEAST MISSISSIPPI REGIONAL WATER SUPPLY DISTRICT BOARD OF COMMISSIONERS**

Council Member Palmer moved, seconded by Council Member Davis, to approve the reappointment for an additional 5 year term, to expire on March 31, 2028 of Charles Duke to the Northeast MS Regional Water Supply District Board of Commissioners, The vote was unanimous in favor. APPENDIX S

**IN THE MATTER OF REDISTRICTING**

Upon the unanimous agreement of the City Council, the Matter of Redistricting 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 Palmer, to determine the need for an executive session. Attorney Ben Logan said the session is for personnel issues under Miss. Code Anno. 25-41-7(g) (1972 as amended). The vote was unanimous in favor at 6:40 p.m.

Council Member Palmer moved, seconded by Council Member Mims, to close the regular session and enter executive session for discussion of personnel matters under Miss. Code Anno. 25-41-7 (g) (1972 as amended). The vote was unanimous in favor.

After discussion in executive session, Council Member Palmer moved, seconded by Council Member Mims to return to the regular meeting at 6:59 p.m. The vote was unanimous in favor.

**ADJOURNMENT**

There being no further business to come before the Council at this time, Council Member Gaston moved, seconded by Council Member Jones, to adjourn the meeting. The vote was unanimous in favor.

This the 2nd day of May, 2023, at 7:00 p.m.

---

Lynn Bryan, Council President

ATTEST:

---

Missy Shelton, Council Clerk

APPROVED

---

Todd Jordan, Mayor

Date \_\_\_\_\_



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Kim Hanna, CFO/City Clerk  
**DATE** May 9, 2023  
**SUBJECT:** IN THE MATTER OF BILL PAY

---

**Request:**

For your review and approval.



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Kim Hanna, CFO  
**DATE** May 16, 2023  
**SUBJECT:** IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

---

### Request:

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

### ITEMS:

WTVA	\$1,000.00	Tupelo Aquatics Center Ad Campaign
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## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Abby Christian, Grant Administrator

**DATE** 16 May 2023

**SUBJECT:** IN THE MATTER OF APPROVAL TO SUBMIT FOR BVP GRANT AC

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**Request:** Seeking request to submit a Bulletproof Vest Partnership (BVP) grant for 50% funding of the cost of body armor vests purchased for law enforcement officers.

**Agency:** DOJ, Office of Justice Programs

**Grant:** Patrick Leahy Bulletproof Vest Partnership (BVP)

**Grant #:** TBD

**Match:** There is no match.

**Submission Deadline:** 26 June 2023





## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Ben Logan, City Attorney  
**DATE** May 11, 2023  
**SUBJECT:** IN THE MATTER OF APPROVING SELECTION OF CONSTRUCTION  
MANAGER FOR DESIGNATED ARPA PROJECTS

---

**Request:**

The city has solicited Requests for Qualifications (RFQ) for construction management services. All responses from prospective proposers are due May 15, 2023 at 10:00 a.m. These proposals will be reviewed by a selection committee. The selection committee will choose the most qualified proposal and make recommendations to the city council.

A list of the designated ARPA projects is attached. Construction estimates on these projects are estimated to be \$9,000,000. However, no local ARPA funds or MDEQ state matched funds will be used for compensation for these services.

The requirement that ARPA funds be obligated by December 2024 and completed by December 2026, the number of projects being coordinated, and the current demands on city departments and personnel to manage non-ARPA projects and work justifies the need for these services.

BML

**CITY OF TUPELO REQUEST FOR QUALIFICATIONS FOR  
CONSTRUCTION MANAGEMENT SERVICES**

**RFQ 2023-031PW**

**CITY OF TUPELO REQUEST FOR QUALIFICATIONS TO PROVIDE  
ENGINEERING SERVICES FOR ARPA WATER, WASTEWATER AND STORM  
WATER INFRASTRUCTURE**

**RFQ 2022-031PW**

**PURPOSE:**

The City of Tupelo is seeking Statements of Qualifications from interested construction management firms for the purpose of providing construction management services for a program of work attached as Exhibit “A”.

**SCOPE OF SERVICES AND REQUIREMENTS:**

The PROJECT consists of two (2) separate groups of storm water infrastructure projects in Tupelo, Mississippi, with a total budget of approximately **\$9,000,000**. All projects must be eligible under the EPA’s Clean Water State Revolving Fund (CWSFR) program, or any other storm water project eligible through ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time by the United States Department of Treasury. ARPA funding for projects comprising this program must be obligated by December 31, 2024 and expended by December 31, 2026. The work covered by this request includes those responsibilities, basic services and any additional services set forth in AIA Document C132 – 2009, particularly Articles 3 and 4 as contained in a final contract. These services will be paid for solely by City local funds and will not use City local ARPA funds or State of Mississippi matching ARPA funds.

**GENERAL INSTRUCTIONS:**

Method of procurement. The City of Tupelo has determined that Request for Qualifications would be practicable and advantageous to the city and has made that determination based on the nature of the services, i.e. professional services, where quality, availability or capability is overriding in relation to price in procurements for such services.

Submissions: Interested firms are therefore required to submit one original and eight copies of their response marked “City of Tupelo Request for Qualifications to Provide Construction Management Services RFQ 2023-023PW”. Qualifications should be received before **10:00 a.m. on Monday, May 15, 2023**, in the office of the City Engineer, Dennis Bonds, 71 East Troy Street, Tupelo MS, 38804.

Mail responses to:

City of Tupelo

Dennis Bonds, City Engineer

P.O. Box 1485

Tupelo, MS 38802-1485

Hand-deliver responses to:

City of Tupelo

Dennis Bonds, City Engineer

71 East Troy Street

Tupelo, MS 38804

Form of RFP. Qualifications must be identified with “City of Tupelo Request

for Qualifications to Provide Construction Management Services RFQ 2023-023PW” on the front of the sealed envelope along with the firm’s name, address, point of contact, telephone number and email address. Inside the envelope, eight copies of the RFQ response shall be in printed document form and at least one additional copy shall be included on a digital storage device. If corrections or erasures are made to the printed copy, they shall be initialed by the person signing the proposal. No telephone, telegraph, facsimile or email proposal will be accepted. Qualifications submitted after 10:00 p.m. on Monday, May 15, 2023 will not be considered. Responsibility for timely submittal lies solely with the submitting firm.

Pre-submission Conference. A pre-proposal conference will be conducted to answer any questions on **Thursday May 11, 2023** at 10:00 a.m. in Conference Room B, First Floor, City Hall, 71 E. Troy Street, Tupelo, Mississippi. Please advise if arrangements need to be made for teleconferencing.

Pre-selection Discussions. Discussions may be conducted with responsible firms who submit qualifications determined to be reasonably qualified for being selected for award. However, qualifications may be accepted without such discussions. Any discussions shall be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In conducting discussions, City will not disclose information derived from competing offers. Firms submitting qualifications will be accorded fair and equal treatment with respect to any opportunity for discussion. Revision of qualifications may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

Selection Criteria. A selection committee will evaluate the qualifications submitted.

If a selection is made, the City of Tupelo will select the proposal or qualifications that, in the opinion of the City Council, shall be the most qualified on the basis of price expressed as a percentage of the total actual construction cost of the program’s projects (30%) technical factors (25%), management factors (40%) and cost factors (5%).

Firms interested in providing these services must submit, as a minimum, the following information to meet these evaluation factors as detailed below:

**Price factors** –Construction management fees will be expressed as a percentage of the actual construction costs of the project program.

**Technical factors** - Experience in large and/or complex construction management projects over the past 5 years, particularly projects involving governmental agencies, regulations, contracts and programs; demonstrated understanding of the scope of work and related objectives; demonstrated understanding of ARPA water, wastewater and storm water infrastructure project requirements; demonstrated understanding of the MDEQ MCWI matching grant program [HOME - Mississippi Water Infrastructure \(mswaterinfrastructure.com\)](http://mswaterinfrastructure.com) ; complete and responsive to the specific request for qualifications requirements and past performance where similar qualifications were required.

**Management factors** - proposed scheduling timeline meet the needs of the city; project management plan, history and experience in performing the work on-time, on-budget and contract-compliant; professional staffing that will be available and dedicated to these projects; and availability measurement in terms of location and distance to Tupelo.

**Cost factors** – Cost of services compared to other qualifications for similar services and adequately explained or documented.

**Reservation of Right to Reject. CITY reserves the right to reject any and all submissions of qualifications.**

Contract Negotiation. City has identified projects in two groups based on the previous selection of two (2) different engineering firms to perform engineering services within those groups. It is the intention of the City to select one (1) construction management firm to manage the program for all projects. Contract price will be determined by negotiation of fair and reasonable compensation after qualifications are evaluated and the most qualified firms submitting qualifications are selected. Construction management fees may be fixed or expressed as a percentage of the actual cost of the project program. While it is the city’s intention to build each project listed in the program, the actual cost of the project program is subject to funding. Consequently fixed or percentage fees proposed for construction management services will be based on actual costs of projects funded and built.

MBE/DBE Policy. The City of Tupelo is an equal opportunity employer. Minority and disadvantaged business enterprises will be afforded full opportunity to submit qualifications in response to this request and will not be discriminated against on any grounds.

**EXHIBIT A**

**GROUP 1**

**Storm Water:**

Robins Field arched pipe repairs	\$ 475,000
Holly Hill pipe project	\$ 200,000
Gum Tree Park pipe project	\$ 200,000
Ford Circle pipe project	\$ 200,000
City Park pipe project	\$ 500,000
Van Buren pipe project	\$ 425,000
Ridgeway Drive pipe replacement	\$ 150,000

**GROUP 2**

**Storm Water:**

Haven Acres reshape and rip rap ditch	\$1,350,000
Mitchell Road pipe drain upgrade and replacements	\$ 300,000
Gun Club Road box culvert upgrades	\$ 450,000
Barnes Crossing box culvert upgrades	\$ 750,000
Medical Park pipe replacement	\$ 200,000
Danielle Cove replace pipe and rip rap downstream	\$ 450,000



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Dennis Bonds, Interim Director of Development Services  
**DATE** May 9, 2023  
**SUBJECT:** IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR LOT MOWING **DRB**

---

**Request: DRB**

Pursuant to Miss. Code Ann. 1972, § 21-19-11, review and approve final lot mowing list.

Preliminary Lot Mowing Report for 05/16/23

Item # 11.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	44015	089N3100601	123 S INDUSTRIAL RD	ACC TAX SALES PROPERTIES LLC	P O BOX 850001	ORLANDO, FL 32885	SB
2.	44025	088J3301002	1203 KELLY ST	RODAS CLAUDIA & LAURO ALBERTO RODAS	1009 HOOVER ST	TUPELO, MS 38801	RS
3.	44028	089J3114900	404 N GLOSTER ST	TATE PROPERTIES LP	PO DRAWER B	TUPELO, MS 38802	DS
4.	44029	101B0219500	2607 BRYAN ST	SHARP JULIA PRENEICE LOWER	205 DOE RUN RD	TUPELO, MS 38801	RS
5.	44030	101B0219700	2613 BRYAN ST	JKME PROPERTIES LLC	2072 COLUMBINE	TUPELO, MS 38801	RS
6.	44032	088J3303600	1250 BERRY ST	BAGWELL CARLTON LEE (DECEASED)	2112 BRYAN DR	TUPELO, MS 38801	RS
7.	44035	089B3013600	1132 HILDA AVE	SCALES MARK	1103 HILDA	TUPELO, MS 38804	SB
8.	44041	112A0410500	1011 WILSON ST	TURBO PROPERTIES LLC	208 N GLOSTER STREET	TUPELO, MS 38804	RS
9.	44042	112A0411100	1012 WILSON ST	COONTAIL INVESTMENTS LLC	3900 ESSEX LANE, SUITE 340	HOUSTON, TX 77027	RS
10	44043	084N1901200	805 SUNNYSIDE DR	APRIL SMITH	116 HWY 32 EXTENDED	HOUSTON, MS 38851	DS
11	44046	077C2501600	1507 TRACE AVE	BENNETT HILLS INC	P O BOX 3786	MERIDIAN, MS 39303-3786	DS
12	44047	077D2516101	1203 KINCANNON ST	J ROBINSON PROPERTIES LLC	14440 HWY 23 N	TREMONT, MS 38876	DS



Preliminary Lot Mowing Report for

Item # 11.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	44050	078H2709500	813 BEECHNUT ST	HENDERSON AARON	813 BEECHNUT	TUPELO, MS 38801	DS
14	44052	101R1200308	2429 LAWNSDALE DR	TUPELO REAL ESTATE INVESTMENTS INC	ATTENTION CHIEF FINANCIAL OFFICER	2829 TOWNSGATE ROAD SUITE 350	DS
15	44053	101B0224700	2317 ENGLEWOOD DR	JOHNSON OLLIE M	2317 ENGLEWOOD DR	TUPELO, MS 38801	DS
16	44056	078H2709500	813 BEECHNUT ST	HENDERSON AARON	813 BEECHNUT	TUPELO, MS 38801	DS
17	44058	077F2617900	709 LAR-ELI-DO DR	PAYNE THOMAS JR	113 WAYSIDE	TUPELO, MS 38804	DS
18	44060	113B0602200	S GREEN ST	GENLYTHE THOMAS GROUP LLC	4360 BROWNSBORO ROAD STE 300	LOUISVILLE, KY 40232	SB
19	44064	105D1505000	3075 MOORE AVE	MOORE TONY A SR & BERNICE	109 BELWOOD COVE	BELDEN, MS 38826	RS
20	44065	105D1505100	3091 MOORE AVE	DANCER MCCOY	1103 FILLMORE DR	TUPELO, MS 38801	RS
21	44066	085N2101200	1641 OAKVIEW CIR	ABDELAZIZ SAFA A AND HUSSEIN TALAT A	8317 PINE SPRINGS ROAD	MERIDIAN, MS 39305	RS
22	44067	106A1403800	2756 BEASLEY DR	RANKIN HOMES LLC	1695 VALLEY VIEW COVE	TUPELO, MS 38801	RS
23	44068	106A1403800	2756 BEASLEY DR	RANKIN HOMES LLC	1695 VALLEY VIEW COVE	TUPELO, MS 38801	RS
24	44069	105D1502500	2938 BEASLEY DR	WREN ESSIE	710 C R 154	SHANNON, MS 38868	RS

Preliminary Lot Mowing Report for

Item # 11.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
25	44071	106C1317800	1114 BICKERSTAFF ST	JEK RENTAL PROPERTY LLC	P O BOX 186	MOOREVILLE, MS 38857	RS
26	44072	105D1503500	3064 MOORE AVE	RICHARDSON MEGAN	P O BOX 87	RED BANKS, MS 38661	RS
27	44073	089E3001700	816 CLAYTON AVE	HENSON SLEEP RELIEF INC	PO BOX 728	TUPELO, MS 38802	SB
28	44077	105D1505300	3139 MOORE AVE	SPRAGIN GEORGE L ESTATE	631 COUNTY ROAD 154	SHANNON, MS 38868	RS
29							
30							
31							
32							
33							
34							
35							
36							



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Dennis Bonds, Interim Director of Development Services  
**DATE:** May 9, 2023  
**SUBJECT:** IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR DEMOLITION **DRB**

---

**Request: DRB**

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

**1133 Elvis Presley (PARCEL 088F2802600)**

**1155 Elvis Presley (PARCEL 088F2802700)**

**1165 Elvis Presley (PARCEL 088F280260H)**



## HEARING NOTICE

05/02/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 39995

Vs.

**VARNELL C. REED**

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

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

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

- 1. Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **1133 ELVIS PRESLEY DRIVE PARCEL #088F-28-026-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanliness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
- 2. Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **05/16/2023, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
- 3. Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.
- 5.

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

**WITNESS MY SIGNATURE, THIS THE 2nd day of May, 2023.**

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

# BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

**ADDRESS: 1133 ELVIS PRESLEY DRIVE**

## **BASIC INFORMATION**

- ▶ PARCEL: 088F-28-026-00
- ▶ CASE: 39996
- ▶ WARD: 5
- ▶ TAX VALUE: \$25940
- ▶ VACANT: Yes
- ▶ REPAIRABLE: No

## **NEARBY PROPERTIES/ TAXES**

Right side:	Blighted Property	\$ 1,720
Left side:	Residence	\$15,480
Rear:	Residence	\$19,530
Across street:	Residence	\$54,990

## **TAXES/LIENS**

- Taxes in arrears: No
- No city liens: No

## **VISUAL INDICATORS OF BLIGHT**

- ▶ Structural damage or failure - Yes
- ▶ Exterior materials in need of replacement or repair – Yes
- ▶ Broken windows\damaged doors – Yes
- ▶ Yard or grounds poorly maintained – Yes
- ▶ Accumulation of junk - Yes

## **CODE ENFORCEMENT HISTORY**

- ▶ Prior violations 10
- ▶ Current status – Owner appears to have vacated the house.
- ▶ This property has been a problem for many years as owner was a hoarder.

12/30/2021

REED VARNELL C  
1133 ELVIS PRESLEY  
TUPELO, MS 38804

Re: CASE # 39995  
1133 ELVIS PRESLEY DR,  
PARCEL NUMBER: 088F2802600



Dear Property Owner or Tenant,

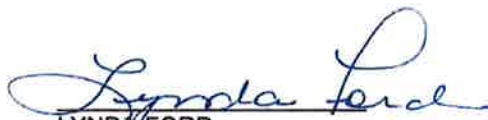
It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties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

VIOLATION	DETAILS/REMEDY
BLDG MAINT	PLEASE SEE ATTACHED

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE:  01/28/2022	REINSPECTION DATE:  01/28/2022
-------------------------------------------------------------------------------------------------------	-----------------------------------------

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

Sincerely,

  
LYNDA FORD  
Code Enforcement

**3401.2 MAINTENANCE (EXISTING STRUCTURES)**

Buildings and structures, and parts thereof, shall be maintained in a safe and sanitary condition. Devices or safeguards which are required by this code shall be maintained in conformance with the code edition under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of buildings and structures. To determine compliance with this subsection, the building official shall have the authority to require a building or structure to be re-inspected. The requirements of this chapter shall not provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures.

**PROPERTY MAINTENANCE - OUTDOOR STORAGE**

**11.6.3(1) Outdoor Storage of Materials**

(a) No storage of any kind shall be permitted on a porch, open carport, or yard, except in an enclosed porch, as defined in Chapter 2 of this Ordinance. No refrigerators or similar appliances, or upholstered furniture, or similar items, may be stored or placed on the porch, unless the porch is enclosed.

(b) No laundry shall be placed on any fence, porch, or clothesline, except in the rear yard.

**PROPERTY MAINTENANCE - BUILDING MAINTENANCE**

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

(a) Any wood surfaces unprotected from the elements by paint or other protective treatment;

(b) Exterior painted surfaces with loose, cracked, scaling, chipping, or peeling paint, visible from a public area, in such amounts as to present a deteriorated or slum-like appearance;

(c) Broken, rotted, split, curled or missing roofing material in such amounts as to present a deteriorated or slum-like appearance.

(d) Property owners are responsible for maintenance of property and behavior of tenants in rental property.

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

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

(3) Each day that a violation continues shall constitute a separate and distinct violation or offense.

11.6.3(8) Junk: It shall be unlawful for the owner or occupant of any property within the City to utilize said property for the storage and accumulation of used, discarded or worn out materials or manufactured products, whether reusable or not, including but not limited to appliances, building materials, building rubbish, trash, garbage, waste products, metal products, and similar items.

11.6.3(9) Open Storage: Open or outside storage of materials and products shall be prohibited in all zoning districts except Industrial, if within view from the street or if not screened from the view of neighbors by opaque fencing or landscaping.

**PLEASE SEE PICTURES AND CIRCLED AREAS.**



1133 ELVIS PRESLEY DR.









## HEARING NOTICE

05/02/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 39996

Vs.

**CLIFTON SHIELDS AND AGNES SHIELDS, AS INDIVIDUALS  
AND IN THEIR CAPACITY AS TRUSTEES UNDER THE  
SHIELDS LIVING TRUST**

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 **1155 ELVIS PRESLEY DRIVE PARCEL #088F-28-027-00, 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 **05/16/2023, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
- 3. Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.
- 5.

Item # 12.

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 May, 2023.



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

# BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

Item # 12.

**ADDRESS: 1155 ELVIS PRESLEY DRIVE**

## **BASIC INFORMATION**

- ▶ PARCEL: 088F-28-027-00
- ▶ CASE: 39996
- ▶ WARD: 5
- ▶ TAX VALUE: \$1720
- ▶ VACANT: Yes
- ▶ REPAIRABLE: No

## **NEARBY PROPERTIES/ TAXES**

Right side:	Blighted Property	\$25,940
Left side:	Blighted Property	\$25,940
Rear:	Vacant Property	\$25,940
Across street:	Vacant Property	\$47,510

## **TAXES/LIENS**

Taxes in arrears	No
No city liens	No

## **VISUAL INDICATORS OF BLIGHT**

- ▶ Structural damage or failure - Yes
- ▶ Exterior materials in need of replacement or repair – Yes
- ▶ Broken windows\damaged doors – Yes
- ▶ Yard or grounds poorly maintained – Yes
- ▶ Accumulation of junk - Yes

## **CODE ENFORCEMENT HISTORY**

- ▶ Prior violations 7
- ▶ Current status – Owner lives two houses down and has a hoarding problem at this address.
- ▶ This property has been vacant for at least three years. It will not pass a rental inspection.

12/30/2021

SHIELDS CLIFTON W & AGNES AS  
TRUSTEES FOR SHIELDS LIVING TR  
1203 ELVIS PRESLEY  
TUPELO, MS 38804



Re: CASE # 39996  
1155 ELVIS PRESLEY DR,  
PARCEL NUMBER: 088F2802700

Dear Property Owner or Tenant,

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

VIOLATION	DETAILS/REMEDY
BLDG MAINT	MAINTAIN BUILDING EXTERIOR AND CLEAN UP; REMOVE OLD DILAPIDATED OUT BUILDINGS
JUNK & ABANDONED VEHICLES	CLEAN UP ALL JUNK AROUND THE HOUSE
OPEN/OUTDOOR STORAGE & LITTER	CLEAN UP ALL MATERIALS AROUND THE HOUSE

<b>PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE:</b>	<b>REINSPECTION DATE:</b>
-----------------------------------------------------------------------------------------	---------------------------

Thank you in advance for your compliance. If you have questions, please call 662.231-8563.

Sincerely,

  
 LYNDA FORD  
 Code Enforcement

**CERTIFICATE OF OCCUPANCY**  
**110.1 USE AND OCCUPANCY.**

No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a Certificate of Occupancy therefore as provided herein. Issuance of a Certificate of Occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

**3401.2 MAINTENANCE (EXISTING STRUCTURES)**

Buildings and structures, and parts thereof, shall be maintained in a safe and sanitary condition. Devices or safeguards which are required by this code shall be maintained in conformance with the code edition under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of buildings and structures. To determine compliance with this subsection, the building official shall have the authority to require a building or structure to be re-inspected. The requirements of this chapter shall not provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures.

**IPMC SEC 110 - DEMOLITION (110.1-110.4**

SEC 110.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repairs as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy.....the code official shall order the owner or owner's authorized agent to demolish and remove such structure.....(110.1-110.4 INCLUDED)

**PROPERTY MAINTENANCE - OUTDOOR STORAGE**

**11.6.3(1) Outdoor Storage of Materials**

- (a) No storage of any kind shall be permitted on a porch, open carport, or yard, except in an enclosed porch, as defined in Chapter 2 of this Ordinance. No refrigerators or similar appliances, or upholstered furniture, or similar items, may be stored or placed on the porch, unless the porch is enclosed.
- (b) No laundry shall be placed on any fence, porch, or clothesline, except in the rear yard.

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

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



1155 ELVIS PRESLEY DR.

Item # 12.







## HEARING NOTICE

05/02/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 39998

Vs.

**VARNELL C. REED**

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

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

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

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **1165 (1405) ELVIS PRESLEY DRIVE PARCEL #088F-28-026-OH, Tupelo MS**, including building(s) thereon, is in such a state of uncleanliness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **05/16/2023, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, demolishing dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

- 4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.
- 5.

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

WITNESS MY SIGNATURE, THIS THE 2nd day of May, 2023.

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

# BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

**ADDRESS: 1165 (1405) ELVIS PRESLEY DRIVE**

## **BASIC INFORMATION**

- ▶ PARCEL: 088F-280260H
- ▶ CASE: 39998
- ▶ WARD: 5
- ▶ TAX VALUE: \$11250
- ▶ VACANT: Yes
- ▶ REPAIRABLE: No

## **NEARBY PROPERTIES/ TAXES**

Right side:	Residence	\$66,090
Left side:	Blighted Property	\$ 1,720
Rear:	Vacant Land	\$25,940
Across street:	Vacant Land	\$47,510

## **TAXES/LIENS**

Taxes in arrears

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 7
- ▶ Current status – absent owner – same parcel as 1133 Elvis Presley Drive
- ▶ The house was unable to pass rental inspection and the owner is not willing to bring it up to code

12/30/2021

REED REX H & VARNELL  
1133 ELVIS PRESLEY  
TUPELO, MS 38804



Re: CASE # 39998  
1165 ELVIS PRESLEY DR,  
PARCEL NUMBER: 088F280260H

Dear Property Owner or Tenant,

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

VIOLATION	DETAILS/REMEDY
BLDG MAINT	REPAIR EXTERIOR OF HOUSE.
JUNK & ABANDONED VEHICLES	CLEAN UP AROUND HOUSE
OPEN/OUTDOOR STORAGE & LITTER	REMOVE ALL JUNK AND DEBRIS FROM BACK FRONT AND SIDE YARDS

<b>PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE:</b>	<b>REINSPECTION DATE:</b>
01/28/2022	01/28/2022

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

Sincerely,

*Lynda Ford*  
LYNDA FORD  
Code Enforcement









## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Dennis Bonds, Interim Director of Development Services

**DATE** May 11, 2023

**SUBJECT:** IN THE MATTER OF APPROVAL OF PLANNING COMMITTEE MEETING  
MINUTES APRIL 3, 2023 **DRB**

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**Request: DRB**

See attached minutes from the April 3, 2023 Planning Committee Meeting

**MINUTES OF THE  
TUPELO PLANNING COMMITTEE  
APRIL REGULAR MEETING  
Monday, April 3, 2023  
6:00 PM Council Chambers**

**CALL TO ORDER**

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

**REVIEW OF MINUTES**

Chair Leake asked if there were any corrections to the minutes. Leslie Mart said that she recalled that Jenny Savely had mentioned that the Chickasaw Study was underway but was not reflected in the minutes for the January meeting. Savely said that she would make sure that was corrected. Scott Davis made a motion to approve the minutes of the January meeting with those corrections, seconded by Bentley Nolan and passed unanimously. Leake then opened the regular session of the meeting asking for a report on Council Actions.

**REPORT ON COUNCIL ACTIONS**

City Planner Jenny Savely mentioned that MAJSUB22-05, Maplewood Subdivision had been approved by City Council on February 7th.

**OLD BUSINESS**

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

**NEW BUSINESS**

Savely welcomed new member Victor Fleitas representing Ward 4 to the committee. Past Chair Pam Hadley will be rotating off the leadership but remaining on the committee, Lindsey Leake will now be serving as chair, Bentley Nolan will serve as Vice Chair, Mark Williams will then be next to advance to Vice Chair at the end of this next year.

Leake announced the first item on the agenda, FLEX23-01, Lakefront Gardens requests to add an 8<sup>th</sup> duplex on the property which requires a modification to an existing site plan. He asked the applicant to come forward. Mark Summers, representing Lakefront Gardens. Savely mentioned that previously Summers development was approved as FLEX20-02 at 1030 South Veterans in June of 2020. Due to Covid-19 the project had been delayed. He seeks to add an additional duplex to the plan. Thus two things are needed. Approval of modifications to the

Major Site Plan moving landscaping and adding one more unit, and a Flexible Variance is needed to increase density to 16 total dwellings on this 1.33 acre lot.

Staff recommends approval of the site plan and adding in landscaping around the northern side. Chair Leake mentioned that the first item to review would be the Major Site Plan.

Since there was no one from the public to offer input, Chair Leake opened the floor for discussion between committee members. Leslie Mart mentioned after making a site visit, she had concerns about access for fire trucks and a turnaround. Savely mentioned that Fire would review the plans for compliance before construction begins. Summers said there would be more than 22 feet and the 96 foot turning radius available. Mart also asked where the HVAC units would be installed. Summers said in the back of the units. Mart asked about distance between buildings. Savely mentioned 10 feet is required between buildings. Hildenbrand asked about parking requirements. Wilson explained parking requirements had been met. Mart expressed concerns about dimensions on the drawings and landscaping placement. Savely explained landscaping requirements for modified site plans that have already been approved. Summers mentioned that there is more landscaping than is included on the drawings saying it was only required previously to show typical landscaping on two of the units with the understanding that all of the units would be landscaped in a similar fashion and explained that in more detail in response to Mart's questions. Fleitas asked for confirmation that there were 25 parking spaces on the plan. Summers confirmed. Mart asked about green space. Summers said the "garden" was west of the southwest-most building, a 25 x 70 foot area next to the road. Mart expressed concerns about parking, space between buildings, layout of the buildings, location of the HVAC units. Hildenbrand mentioned that all of this had been approved before in 2020. Scott Davis said, so if this is approved, and the Fire Department sees something out of line, it will have to be changed? Savely said that if this has to be amended, it will come back to the committee. Wilson stated that it had already been before the Plan Review team and approved. Davis said that the details are left up to Plan Review, the committee looks at the big picture. Fleitas clarified that what we are approving is going from 7 to 8 units with this preliminary site plan with a firm understanding that the ultimate approval will be with the city and fire department addressing Ms. Mart's concerns which will still have to be addressed within code before construction can begin. Savely agreed. Leake asked for a motion. Wilson added that the construction permits have been signed off on for the first seven units, so the only one in question would be the new unit #8. Williams asked is parking was being considered for all or just number 8, Wilson said unit 8 is the only one and it's ready to go. This will then all go before Plan Review one last time to check all of this in totality. Patti Thompson then asked if the scope of the decision tonight is just to give it the go ahead on allowing an 8<sup>th</sup> unit so they can start looking at the other things that go with it. Mart once again expressed her concerns. Savely said that's why you are being asked to review the density also at the higher level. A motion to approve the modification of a major site plan was offered by Gus Hildenbrand, seconded by Patti Thompson. All in favor except Leslie Mart voted No. The Flexible Use to allow duplexes was brought up for a motion just so it was on the record. Mart made the motion to approve, seconded by Pam Hadley and approved unanimously. Then a motion was made to approve the flexible variance to increase 12 units per acre for a total of 16 units by Mark Williams, seconded by Scott Davis, all approved except Mart who voted against.

Savely then advised the applicant of the next steps.

Chair Leake then announced the next item on the agenda, FLEX23-02, Change of a Non-Conforming fence at 2215 Reagan Cove. Melvin Orr came forward to present his application. Mr. Orr said that his existing fence encloses a pool in the back yard and is in need of repair. He wants to redo the fence but found out that he has two front yards on his corner lot. The Nixon Street side has 80 feet of 6 ft. tall fence which is 10 feet off Nixon. He wants to move it back off of Nixon another 16 feet and keep a wrought iron gate adjacent to the house, but is requesting to be allowed to exceed the 4ft max height in this front yard by installing an 8 ft. fence there so they can have privacy for the pool. Wilson stated that there was not a drawing for the proposed fence, that it was simply 16 feet further back from the street, which would put it a total of 24 feet from the curb. Mart asked that it looked like the neighbor on the east side was doing something there. Orr said that he wanted to go 8ft in height on the east side because some of the previous trees and shrubs had been lost when they died from the freezing temps and beetle infestation last year. Mart confirmed that he was just wanting to replace what he has currently got with new fence, but moving it back 16 feet further on the Nixon side. Orr agreed. Hildenbrand asked if that was tornado damage and Orr replied no.

Leake asked if anyone wanted to speak to the issue. Wilson said that 59 letters went out and only one call came in for clarification. Savely explained the reason the fence is non-conforming and the change being requested. A motion to approve was made by Mark Williams, seconded by Bentley Nolan. All voted in favor so the approval was unanimous. Savely advised the applicant of their next steps.

FLEXVAR23-01 – 589 North Coley Road, adding electronic media to a non-conforming multi-tenant sign. Adam Cleveland, 1979 North Coley Road wants to add an LED reader board to a non-conforming sign. Mart asked if there were any residences nearby. Cleveland said this is the location just north of Chesterville Road. Wilson stated that 6 letters went out to adjacent property owners. Mart asked for clarification. Cleveland mentioned that they wanted to update the multi-tenant panels as well as the “LQ portion” and then add electronic media, or a digital reader board measuring 65 inches by 17 feet underneath the top LQ portion. Wilson stated that the board is a high quality Watchfire brand board. Hadley asked if they were putting landscaping at the base. Cleveland replied yes. Mark Williams noted that there was a planter at the base. Cleveland said they were going to modify that to work better for permanent landscaping instead of placing potted plants. Fleitas asked if the Airport Authority needed to approve this. Wilson stated that this was not required until the height gets to 100-200 feet, and that the height will remain the same at 30 feet, which is the same height that is allowed for a multi-tenant sign with 2+ tenants. Savely stated that the recommendation was that the lighting be 4,000 kelvin or less at this location. Wilson stated that he spoke with the sign company that assured him that the sign is capable of automatically controlling these specifications during all times of the day in bright light or at night. Cleveland agreed that this was fully compatible with any standards required. Leake closed the public input portion. Wilson said that a letter did go out to the Airport Authority and no response was received. Patti Thompson made a motion to approve and Leslie Mart seconded, with the vote unanimous

for approval. Savely advised the applicant of next steps. And Savely clarified that the approval also included the landscape requirements, and that was unanimous to include the previously stated landscaping.

Leake moved on to the next application, FLEXVAR23-02, 1890 McCullough Boulevard, calling the applicant forward. Josh Roberson was asking for a variance on the required lot width for a two lot minor subdivision at 1890 McCullough Boulevard. This development originally started out as a one lot project with two buildings on one block of land. One of the businesses decided that they wanted to own the property instead of leasing, thus the need to divide the parcel, which required dividing the lots in a manner which left the shared parking on the other lot. The access isn't actually off of McCullough, but off of a drive to the west side of the two lots. MDOT would not allow additional curb cuts on McCullough thus dictating that access come off of a shared drive that Storage City also uses.

Mart asked who owned the drive. Roberson said they had an irrevocable easement from Storage City to use the drive. Wilson said that this was really a technicality since frontage is defined in the code as being off of a city street, not on a drive. Savely explained the principle and stated that the City recommends approval since the easement runs across the front of both lots. The developer said there are several easements that run with the property via deeds so that these will not cause any problems going forward. Mart asked about the use of the buildings. Roberson stated one was a crossfit gym and the other a shell building possibly a multi-tenant office building. Mart asked about Plan Review for parking. Wilson explained the way that parking is allocated by use and that the proposed uses would have to follow available parking. Savely mentioned that a landscaping plan was included. Wilson stated that 15 letters went out with only two question calls for clarification. Mart asked about the house that had been on the lot. Roberson said there was a house on a lot just east of their lot. Wilson explained that this house could probably not be used as a residence in the future due to the renovation costs exceeding 50% of the assessed value. Mart asked about buffers required. Wilson and Savely both mentioned that no buffer is required because both lots are zoned similar off of McCullough, but there is residential to the north, but Storage City owns a portion in between. Savely mentioned that the Land Development permit allowed cutting of most of the previous trees and that a 10 foot buffer was left. Leake closed the public input section and opened the meeting for committee discussion. Mart asked a question about setbacks in MUCC. Usually developers clear it out and then landscape back when building. Leake asked for a motion. Bentley Nolan moved to approve, Pam Hadley seconded the motion, with all in favor of approval. Savely informed the applicant of the next steps. Thompson asked if there was anything on the agenda for May. Savely mentioned three possible applications.

Chair Leake mentioned that the next work session will be Monday, April 24<sup>th</sup> at 5:15 PM, and the regular planning committee meeting will be scheduled for Monday, May 1<sup>st</sup> at 6 PM. There being no further business, Patti Thompson made a motion to adjourn which passed unanimously.



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Dennis Bonds, City Engineer

**DATE** May 10, 2023

**SUBJECT:** IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES MARCH 13 AND APRIL 10, 2023 **DRB**

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**Request: DRB**

See attached minutes from the March 13 and April 10, 2023 Major Thoroughfare Meeting



## Tupelo Major Thoroughfare Program Minutes

**Date:** 3/13/2023    **Time:** 4:30 PM    **Call to Order:** Greg Pirkle    **Meeting Adjourned:** 5:00 PM

**ROLL CALL:** Brent Spears

### In Attendance

#### MAJOR THOROUGHFARE MEMBERS PRESENT:

Terry Bullard    Robin Haire    Jon Milstead    Greg Pirkle    Danny Riley  
Ernie Joyner    Bill Cleveland    CW Jackson    Dan Rupert

#### MAJOR THOROUGHFARE MEMBERS NOT PRESENT:

Drew Robertson    George Jones    Charlotte Loden    Drew Robertson    Stuart Johnson  
Ted Roach

#### OTHERS PRESENT:

Dennis Bonds    Brent Spears    Kim Hanna    Don Lewis    Janet Gaston  
John White    Tyler Hathcock

### Approval of Minutes

Chairman Greg Pirkle asked the Committee to review and approve the minutes of the February 13, 2023 Major Thoroughfare Program regular meeting. Ernie Joyner made a motion to accept the minutes. CW Jackson seconded the motion.

Minutes were approved unanimously by Committee.

### Budget Report

Kim Hanna reviewed the Major Thoroughfare Phase VII Budget Report for the month ending February 28, 2023. Beginning Cash Balance was \$4,225,335. Total Revenue from Interest Earned was \$248. Total Expenditures for February was \$78,801. Payments included \$8,657 for Personnel Cost, \$70,144 for Eason – Veterans to Briar Ridge. Ending Cash Balance for Phase VII is \$7,009,713.

## Current Projects

Dennis Bonds reviewed updates on the current projects

- Maintenance Work
- Eason Blvd (Veterans to Briar Ridge)
  - Contractor continues working on driveways and intersection of Eason and Briar Ridge.
- Thomas St to Lumpkin Ave
  - Met with owners on March 2<sup>nd</sup> at the Bel-Air Center.
- Update on Main Street Safety Improvements Project
  - Bids on Friday. Money will come out of Maintenance Fund.
- Veterans (Main to Hamm)
  - Bid opened on February 28 low bidder was Hodges Construction at \$1,814,124.47. This was BELOW the Engineer's Estimate of \$2,220,217.20. City Council awarded this at the 3/7 Meeting.
- MDOT Projects
  - Work has begun on their McCullough Blvd job (Mt. Vernon to I-22)

## Open Discussion

Discussion of Thomas St to Lumpkin Ave

Greg Pirkle asked if the ROW could be flagged to show owners what they would be signing.

He also asked John White to look again if the road could be narrowed. John White thinks it is as narrow as we can go.

Don Lewis asked about ICM Construction regarding the Acquisition of Easements Proposal. He asked if they wanted to use them.

Greg Pirkle said as long as they were trying to get property donated and wouldn't be able to negotiate price.

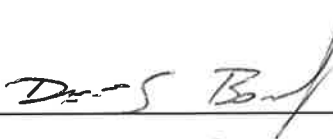
Robin Haire said thinks we should give them to next meeting to decide if not move on and spend money elsewhere.

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




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Chairman Greg Pirkle




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Recorded by Brent Spears  
Submitted by Dennis Bonds





# Tupelo Major Thoroughfare Program Minutes

**Date:** 4/20/2023 **Time:** 4:31 PM **Call to Order:** Greg Pirkle **Meeting Adjourned:** 5:09 PM

**ROLL CALL:** Jennifer Roberson

## In Attendance

### MAJOR THOROUGHFARE MEMBERS PRESENT:

Robin Haire Raphael Henry (Zoom) C W Jackson Jon Milstead Drew Robertson Dan Rupert  
Stuart Johnson Greg Pirkle Danny Riley Ted Roach Ernie Joyner Charlotte Loden

### MAJOR THOROUGHFARE MEMBERS NOT PRESENT:

Terry Bullard Bill Cleveland George Jones

### OTHERS PRESENT:

Brent Spears Jennifer Roberson Kim Hanna Don Lewis Janet Gaston John White  
Charles Johnston Mary Johnston

## Approval of Minutes

Chairman Greg Pirkle asked the Committee to review and approve the minutes of the March 13, 2023 Major Thoroughfare Program regular meeting. The following corrections were made: Drew Robertson and Ted Roach, previously marked as not present, were both marked as present via Zoom. With those two corrections, Dan Rupert made a motion to accept the minutes. Robin Haire seconded the motion.

Minutes were approved unanimously by Committee.

## Budget Report

Kim Hanna reviewed the Major Thoroughfare Phase VII Budget Report for the month ending March 31, 2023. Beginning Cash Balance was \$7,009,713. Total Revenue from Interest Earned was \$358. Total Expenditures for January was \$170,380. Payments included \$8,643 for Personnel Cost, \$57,291 for Maintenance Cost and \$104,446 for Eason – Veterans to Briar Ridge. Ending Cash Balance for Phase VII is \$7,886,845.

## Current Projects

Brent Spears reviewed updates on the current projects

- Maintenance Work
  - Mill & overlay Bids open this Friday, April 14<sup>th</sup>.
- Eason Blvd (Veterans to Briar Ridge)
  - Finish Eason & Briar Ridge Intersection, remaining driveways, set mast arms, paving work and striping
  - Start concrete work on April 11<sup>th</sup>
  - Timeframe for completion is the end of June
  - John is meeting with Dennis Tuesday morning, April 11<sup>th</sup>, to look at an underground fiberoptic cable
  - Plan on finishing the driveway by the end of this week
  - No issues with traffic
- Update on Main Street Safety Improvements Project
  - Bid was rejected at last Tuesday's Council meeting (April 4<sup>th</sup>)
  - Low bid of \$1,158,910, Engineer's Estimate was \$635,163.
  - Plan to rescope the project and determine next steps.
  - Talk of doing some in-house work with Public Works
  - Sidewalk bid was 4 times the normal sidewalk bid
- Veterans (Main to Hamm)
  - Work to begin next Monday, April 17<sup>th</sup>
  - Construction signs being put up today, April 10<sup>th</sup>
  - This project will probably finish early with no issues
- Thomas St to Lumpkin Ave
  - Met with ICM about contacting owners for donation of R.O.W. and easements.
  - Per Robbie Sandlin, he plans to have meetings with property owners this week.
    - Don Lewis said Robbie has not had a chance to meet with anyone but will probably know where they are at next week.
  - No additional documents recorded as of last Wednesday
  - Pirkle said the committee will give this project another month
    - Next month the committee will know if they can do this project or if they will need to move on to another section of Jackson St.
    - This will give them a chance to meet with the land owners
- MDOT Projects
  - Work continuing on the McCullough Blvd Job (Mt. Vernon to I-22)

## Open Discussion

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Charles Johnston and Mary Johnston attended the Major Thoroughfare Meeting to discuss the possibility of a third lane being added near their home on Jackson St. Greg Pirkle opened the discussion and the Johnstons, and others in attendance, discussed the advantages and disadvantages of the third lane.

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



Chairman Greg Pirkle



Recorded by Jennifer Roberson

Submitted by Dennis Bonds



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** John Quaka, Chief  
**DATE** May 10, 2023  
**SUBJECT:** IN THE MATTER OF BWC AGREEMENT WITH DEA **JQ**

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**Request:**

Please accept this letter of request for the DEA Task Force agreement pertaining to the use of Tupelo PD body-worn cameras by Deputized Task Force Officers.

**Task Force Agreement Pertaining to Use of Tupelo PD Body-Worn Cameras by Deputized Task Force Officers**

This Agreement is between the Drug Enforcement Administration (DEA) and the Tupelo Police Department. In addition to the task force named, this Agreement also applies to all deputized officers of Tupelo Police Department, including those granted case-specific or emergency deputizations. Pursuant to Executive Order 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety; Memorandum from Deputy Attorney General Lisa Monaco, Body-Worn Camera Policy, June 7, 2021 (DOJ Policy); DEA's Body Worn Camera Policy; and the most current Task Force Agreement between DEA and Tupelo Police Department (TFO Agreement), Tupelo Police Department has advised DEA that it will require its deputized officers participating in the Task Force or otherwise deputized by DEA to use Body-Worn Cameras (BWCs) owned and issued by Tupelo Police Department. This agreement governs that use only; it does not govern BWCs owned and issued by DEA to deputized officers of Tupelo Police Department. No Task Force Officer (TFO) shall be permitted to participate in any DEA operation that requires the use of BWCs, as outlined in DEA's BWC Policy until this agreement is ratified.

The Parties hereby agree that the most current version of DEA's BWC policy shall govern TFO BWC usage, even those not specified herein, to include the following:

- I. Task Force Officers (TFOs) will adhere to DOJ Policy and DEA's Body-Worn Camera Program Policy contained in the DEA Agents Manual (AM) § 6125 (attached to this Agreement), and other applicable DEA policies and procedures.
- II. Tupelo Police Department confirms that prior to executing this agreement it has provided to DEA details regarding the BWC system and cameras, including the details of any system protections, and any state or local policies or laws applicable to the TFO's use of BWCs, including any retention policies.
- III. Use of BWCs During Federal Task Force or Other Federal Operations:
 

TFOs will be allowed to wear and activate their BWC recording equipment in accordance with AM § 6125 and other applicable DEA policies.

  - A. TFOs will follow the provisions set forth in this agreement for use of BWCs, as more fully articulated in the attached BWC Policy, and the provisions of this agreement will supersede any conflicting provision in the agency's policy for TFOs while serving on the federal Task Force.
  - B. TFOs may possess and use only one agency-issued and agency-owned BWC, under this agreement. TFOs will not be allowed to possess or use any privately owned BWC. TFOs may only wear one BWC, either one issued by the Parent Agency or one issued by DEA.

- C. In the event a TFO's BWC is not working or inoperable due to a technical problem or cannot be used due to physical damage, and, in the judgement of the Task Force supervisor, delaying the operation to repair or obtain a replacement BWC is not practical or would impair the operation, the TFO may participate in the operation without using a BWC.
- D. Even when BWC use would be permissible in the circumstances set forth in Section III.A above, consistent with DEA BWC Policy, TFOs are prohibited from intentionally recording unless unavoidable to comply with the recording requirements of the BWC policy:
  - 1. Undercover personnel;
  - 2. Confidential informants or confidential sources;
  - 3. On-scene witness interviews prior to or after the operation; or
  - 4. On-scene actions by any non-law enforcement persons who are assisting law enforcement personnel prior to or after the operation.

IV. Tupelo Police Department Internal Controls:

- A. Chief John Quaka will serve as a point-of-contact (POC) for DEA on BWC matters.
- B. Tupelo Police Department will notify DEA of any change in state or local law that will modify how DEA TFOs must use BWCs or will affect release or redaction of BWC recordings from TFO BWCs made while working under federal authority on behalf of DEA. DEA will notify Tupelo Police Department of any changes in federal law, DOJ policy, or DEA policy that will modify how DEA TFOs must use BWCs or will affect release or redaction of BWC recordings from TFO BWCs made while working under federal authority on behalf of DEA, and will provide Tupelo Police Department with a copy of the updated policy.
- C. Tupelo Police Department will notify and consult DEA prior to making any change in agency policy that will affect the storage, release, or redaction of TFO BWC recordings.
  - 1. For purposes of this agreement, the term "TFO BWC recordings" refers to audio and video recordings, and associated metadata, from BWCs owned and issued by Tupelo Police Department made while the deputized TFO is working under federal authority.
- D. Tupelo Police Department will provide training to DEA task force personnel on the BWCs to familiarize them with the capabilities and operation of BWCs used during task force activities. DEA will provide training to deputized task force officers in DOJ and DEA policy regarding use of BWCs while working under federal authority.
- E. Tupelo Police Department will allow DEA Task Force supervisors to make decisions about recording or not recording under the same circumstances that Tupelo Police

Department supervisors are allowed to make such decisions. Tupelo Police Department will provide training to DEA personnel as needed to implement this.

V. Handling of BWC Recordings Made During Federal Task Force or Other Federal Operations:

TFO BWC Recordings Made During Federal Task Force or Other Federal Operations will be handled in accordance with DEA's BWC and other applicable DEA policies.

- A. Expedited Public Release: The procedures governing the expeditious release of TFO BWC footage will occur in accordance with DEA's BWC Policy and other applicable DEA policies.
- B. In all circumstances, TFO BWC recordings shall be treated as law enforcement sensitive information, the premature disclosure of which could reasonably be expected to interfere with enforcement proceedings, and as potential evidence in a federal investigation subject to applicable federal laws, rules, and policy concerning disclosure or dissemination (including but not limited to 28 C.F.R. Ch. 1, Pt. 16, Subpart B ("Touhy Regulations")); and therefore deemed privileged absent appropriate redaction prior to disclosure or dissemination.
- C. If a TFO BWC recording involves a "reportable incident" as defined in AM 6114.2 et. seq., or involves another time-sensitive or urgent situation, Tupelo Police Department will provide DEA copies on an expedited basis, including during non-business hours.
- D. Tupelo Police Department will provide witnesses as needed to authenticate TFO recordings in DEA cases.
- E. Tupelo Police Department will inform DEA of the length of time TFO BWC recordings will be retained by the agency before deletion. Tupelo Police Department will honor any request by DEA to retain the TFO BWC recordings for a longer period of time.
- F. The Tupelo Police Department will restrict access to TFO BWC recordings within the agency as mutually agreed between DEA and Tupelo Police Department.
- G. Tupelo Police Department will notify DEA immediately of any unauthorized access to TFO recordings discovered by the agency.
- H. Tupelo Police Department will cooperate fully with DEA in the investigation of any unauthorized access to or disclosure of TFO recordings, including providing DEA the name(s) of any agency personnel determined by the agency to be involved in unauthorized access, copying, or disclosure.

- I. Tupelo Police Department will notify DEA as soon as possible regarding any request or demand for release or disclosure of TFO recordings, including but not limited to subpoenas, discovery demands or motions, open record/freedom of information requests, media requests, or union or other professional association requests.
- J. Tupelo Police Department will assist in the redaction of any video or audio portion of TFO recordings as requested by DEA prior to public release unless doing so would violate a federal court order. Redactions will be determined in accordance with DEA policy.

VI. Effective Date, Modification, and Termination:

- A. This agreement shall become effective when both Parties have signed it, and, unless amended or terminated in accordance with Sections VI.B or VI.C, shall remain in effect for the duration of the referenced Task Force Agreement and any successor Task Force Agreement(s).
- B. This agreement may be amended in writing by mutual agreement of the Parties.
- C. Either Party may terminate this agreement by providing written notice of same at least thirty (30) days in advance to the other Party. If this agreement is terminated, Tupelo Police Department will provide DEA with TFO BWC recordings made while the agreement was in effect and still in the custody and control of Tupelo Police Department, and continue to adhere to the provisions of the agreement relating to the storage, handling, dissemination, and release of such TFO BWC recordings.

\_\_\_\_\_  
 Brad L. Byerley                      Date  
 Special Agent in Charge  
 New Orleans Field Division  
 Drug Enforcement Administration

*John Quaka*                      *5/4/2023*  
 \_\_\_\_\_  
 John Quaka                      Date  
 Chief  
 Tupelo Police Department

*JQ*  
 ( ) The Tupelo Police Department does not require Narcotics Agents/Investigators to wear body worn cameras on enforcement operations. Therefore, Tupelo PD personnel assigned to the DEA Task Force will not have a Tupelo PD body worn camera on any DEA operation.





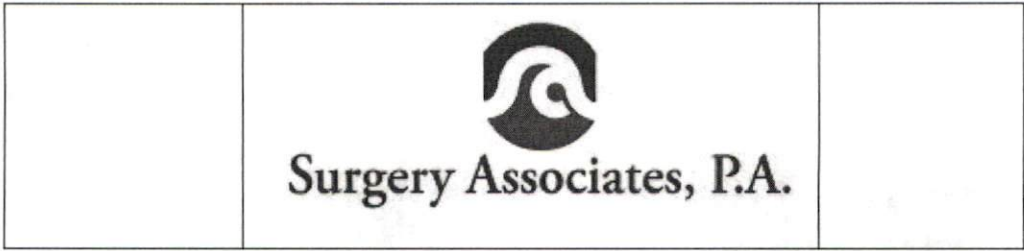
## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Alex Farned, Director  
**DATE** May 5, 2023  
**SUBJECT:** IN THE MATTER OF DONATED LEAVE REQUEST - AF

---

### **Request:**

The Parks and Recreation is requesting approval to donate leave to an employee that has a qualifying health condition under Policy # 315 of the City of Tupelo Handbook. The employee will be exhausting all of her earned accrued leave. Leesha Faulkner had a two major surgeries and has been off work since February 13, 2023. We are requesting approval for employees to have the ability to donate a portion of their accrued leave in accordance to the Donation of Leave Policy to help this employee. Your consideration is greatly appreciated.



05/04/23

Leesha Faulkner  
1214 Marshall St  
Tupelo MS 38804

To Whom It May Concern:

This is to certify that the above patient was under my professional care from 02/09/2023, and had two surgeries on 02/13/2023 an 02/22/2023 as a results from a catastrophic illness. At the present time patient will need to be off work for recovery 6 months to a year.

David H Gilliland, MD

A handwritten signature in blue ink, appearing to read 'David H Gilliland', is written below the printed name.



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Neal McCoy, Director  
**DATE** May 11, 2023  
**SUBJECT:** IN THE MATTER OF FAIRPARK RESTROOMS. NM

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**Request:**

Approval of Ratifying Contract for Fairpark Restrooms

# AIA® Document A101® – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the Fifth (5<sup>th</sup>) day of April in the year Two Thousand Twenty-three (2023)  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

The City of Tupelo  
Post Office Box 1485  
71 East Troy Street (38804)  
Tupelo, Mississippi 38802-1485  
Telephone Number: (662) 841-6513  
Fax Number: (662) 840-2075

and the Contractor:  
*(Name, legal status, address and other information)*

Timmons Electric Co., LLC  
4855 Cliff Gookin Boulevard  
Tupelo, Mississippi 38801  
Telephone Number: (662) 844-4053  
Fax Number: (662) 620-0803

for the following Project:  
*(Name, location and detailed description)*

Re-Bid  
The City of Tupelo  
Fairpark Restroom Pavilion  
Tupelo, Mississippi  
Bid Number 2023-013FP  
PryorMorrow Project Number 2022507  
Project Location: Fairpark, 71 East Troy Street, Tupelo, Mississippi 38804  
Project Description: The project is a new restroom pavilion for The City of Tupelo located at Fairpark.

The Architect:  
*(Name, legal status, address and other information)*

PryorMorrow PC  
Post Office Box 7066  
1150 South Green Street, Building 1, Suite F (38804)  
Tupelo, Mississippi 38802-7066  
Telephone Number: (662) 840-8062  
Fax Number: (662) 840-8092

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Architect on behalf of the Owner.
- Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[ X ] Not later than One hundred fifty ( 150 ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not applicable.	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Three Hundred Sixteen Thousand Six Hundred Forty-eight Dollars and Twenty-three Cents (\$ 316,648.23 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Not applicable.	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Not applicable.		

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
(1) Allowance for latent conditions	\$15,000.00
(2) Allowance for purchase and delivery of face brick	\$550.00 per thousand
(3) Allowance for Best cylinders and cores keyed to the Owner’s specifications and installation of permanent cores by Best representatives	\$1,500.00
(4) Allowance for exterior door signage	\$1,000.00
(5) Allowance for finish hardware and electronic locking devices and controls	\$10,000.00

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Not applicable.		

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

The Owner will deduct \$150.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion.

§ 4.6 Other:

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

Not applicable.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. ~~as follows~~

~~§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.~~

The Contractor's Applications for Payment shall be submitted on or before the fifteenth (15<sup>th</sup>) day of each month. Any application not submitted on or before this date may not be processed or certified until the following month. Subject to the conditions of the Contract, the Owner shall make payment to the Contractor in the amount certified within thirty (30) days after receipt of the certified Application for Payment from the Architect. Payment shall not be considered late until thirty (30) days after the Owner's receipt of the certified Application for Payment from the Architect.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;

Init.

- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

**§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five percent (5%).

**§ 5.1.7.1.1** The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

Not applicable.

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

Retainage shall be five percent (5%) of the contract sum. Until final payment, the Owner will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. Retainage may be reduced on public projects (as defined by the Mississippi Code Annotated § 31-3-1) in accordance with the provisions of the Mississippi Code Annotated § 31-5-33. On private projects, retainage will not be reduced prior to final payment.

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

Refer to § 5.1.7.2.

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 5.1.9** Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment. ~~None follows~~

Init.



§ 5.3 Interest

~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

All payments or monies owed the Contractor shall be paid when due and payable under the terms of the Contract. If they are not paid within Forty-five (45) calendar days from the day they were due and payable, then they shall bear interest from the due date until paid at the rate of One percent (1%) per month until fully paid.

*(Insert rate of interest agreed upon, if any.)*

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

Not applicable.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:  
(Name, address, email address, and other information)

Neal McCoy  
Executive Director  
Tupelo Convention and Visitors Bureau  
Post Office Drawer 47  
399 East Main Street (38804)  
Tupelo, Mississippi 38802-0047  
Telephone Number: (662) 841-6521  
Fax Number: (662) 841-6558

§ 8.3 The Contractor’s representative:  
(Name, address, email address, and other information)

Mike Timmons  
Managing Member  
Timmons Electric Co., LLC  
or the individual(s) designated by Mr. Timmons  
4855 Cliff Gookin Boulevard  
Tupelo, Mississippi 38801  
Telephone Number: (662) 844-4053  
Fax Number: (662) 620-0803

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

Not applicable.

§ 8.7 Other provisions:

Not applicable.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

Not applicable.

.5 Drawings

Number	Title	Date
Refer to the attached Exhibit "B."		

.6 Specifications

Section	Title	Date	Pages
Refer to the attached Exhibit "A."			

.7 Addenda, if any:

Number	Date	Pages
(1) Addendum Number 1	February 24, 2023	Two (2)
(2) Addendum Number 2	March 16, 2023	Five (5)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:  
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Project Manual	Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion	February 13, 2023	Sections 00 01 10 – 01 78 36

.9 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

(1) Exhibit "C": Proposal Form/Bid Package dated March 21, 2023, and submitted by Timmons Electric Co., LLC.

(2) Exhibit "D": Mandatory addendum to all contracts with The City of Tupelo dated August 2019 and

Init.

provided to the Architect by Ben Logan, Attorney for The City of Tupelo.

This Agreement entered into as of the day and year first written above.

  
OWNER (Signature)  
Todd Jordan, Mayor  
(Printed name and title)

  
CONTRACTOR (Signature)  
Mike Timmons, Managing Member  
(Printed name and title)

Init.

**SECTION 00 01 10  
TABLE OF CONTENTS**

INTRODUCTORY INFORMATION

Section 00 01 01	Title Page
Section 00 01 06	Consultant List and Seals
Section 00 01 10	Table of Contents
Section 00 01 15	List of Drawing Sheets

BIDDING REQUIREMENTS

Section 00 11 13	Advertisement for Bids
Section 00 21 13	Instructions to Bidders
Section 00 25 13	Pre-Bid Meetings
Section 00 31 32	Geotechnical Data
Section 00 41 13	Bid Form

CONTRACT REQUIREMENTS

Section 00 52 13	Agreement Form
Section 00 61 13	Performance and Payment Bond Form
Section 00 62 16	Certificate of Insurance Form
Section 00 72 13	General Conditions
Section 00 73 00	Supplementary Conditions
Section 00 91 13	Addenda
Section 00 94 00	Record Modifications

DIVISION 1 – GENERAL REQUIREMENTS

Section 01 11 00	Summary of Work
Section 01 14 00	Work Restrictions
Section 01 21 00	Allowances
Section 01 25 13	Product Substitution Procedures
Section 01 29 00	Payment Procedures
Section 01 29 00A	Affidavit Certifying Payment to All Subcontractors
Section 01 29 10	Weather Delays
Section 01 32 00	Construction Progress Documentation
Section 01 33 00	Submittal Procedures
Section 01 41 00	Regulatory Requirements
Section 01 52 00	Construction Facilities
Section 01 56 26	Temporary Fencing (Chain Link)
Section 01 56 26	Temporary Fencing (Plastic)
Section 01 58 00	Project Identification
Section 01 73 00	Execution
Section 01 74 00	Cleaning and Waste Management
Section 01 75 00	Starting and Adjusting
Section 01 78 00	Closeout Submittals
Section 01 78 36	Warranties

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

DIVISION 2 – SITE CONSTRUCTION

None

DIVISION 3 – CONCRETE

Section 03 11 00 Concrete Forming  
Section 03 20 00 Concrete Reinforcing  
Section 03 30 00 Cast-In-Place Concrete

DIVISION 4 – MASONRY

Section 04 05 13 Masonry Mortaring  
Section 04 05 23 Masonry Reinforcement and Accessories  
Section 04 21 13 Brick Masonry

DIVISION 5 – METALS

Section 05 50 00 Metal Fabrications  
Section 05 75 00 Decorative Formed Metal

DIVISION 6 – WOOD AND PLASTICS

Section 06 10 00 Rough Carpentry

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

Section 07 21 00 Thermal Insulation  
Section 07 26 16 Below-Grade Vapor Barrier (16 Mil)  
Section 07 27 26 Fluid-Applied Membrane Air Barriers  
Section 07 46 46 Fiber-Cement Panels, Siding, and Trim  
Section 07 61 13 Metal Roof Panels  
Section 07 72 00 Roof Accessories  
Section 07 92 00 Joint Sealants

DIVISION 8 – DOORS AND WINDOWS

Section 08 31 16 Access Panels and Frames  
Section 08 41 13 Aluminum-Framed Entrances and Storefronts  
Section 08 71 00 Door Hardware  
Section 08 81 00 Glass Glazing  
Section 08 91 00 Louvers

DIVISION 9 – FINISHES

Section 09 29 00 Interior Gypsum Board  
Section 09 30 13 Ceramic Tiling  
Section 09 91 00 Painting

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

DIVISION 10 – SPECIALTIES

- Section 10 14 16      Plaques
- Section 10 28 13      Toilet Accessories

DIVISION 11 – EQUIPMENT

None

DIVISION 12 – FURNISHINGS

None

DIVISION 13 – SPECIAL CONSTRUCTION

None

DIVISION 14 – CONVEYING SYSTEMS

None

DIVISION 21 – FIRE SUPPRESSION

None

INDEX

- Index                      Index of Mechanical Specifications

DIVISION 22 – PLUMBING

- Section 22 05 15      Basic Plumbing Materials and Methods
- Section 22 05 19      Meter and Gages for Plumbing Piping
- Section 22 05 23      General-Duty Valves for Plumbing Piping
- Section 22 05 29      Hangers and Supports for Plumbing Piping and Equipment
- Section 22 05 53      Identification for Plumbing Piping and Equipment
- Section 22 07 19      Plumbing Piping Insulation
- Section 22 11 16      Domestic Water Piping
- Section 22 11 23      Domestic Water Pumps
- Section 22 13 16      Sanitary Waste and Vent Piping
- Section 22 33 00      Electric, Domestic Water Heaters
- Section 22 40 00      Plumbing Fixtures
- Section 22 42 00      Plumbing Specialties

DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

- Section 23 05 15      Basic HVAC Materials and Methods
- Section 23 05 29      Hangers and Supports for HVAC Piping and Equipment
- Section 23 05 53      Identification for HVAC Piping and Equipment
- Section 23 05 93      Testing, Adjusting, and Balancing

# EXHIBIT "A"

Item # 17.

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

Section 23 07 13	Duct Insulation
Section 23 07 19	HVAC Piping Insulation
Section 23 08 00	Field Verification of HVAC Systems
Section 23 23 00	Refrigerant Piping
Section 23 31 13	Metal Ducts
Section 23 33 00	Duct Accessories
Section 23 34 23	HVAC Power Ventilators
Section 23 41 00	Particulate Air Filtration
Section 23 81 27	Ductless Split-System Air-Conditioning Units
Section 23 82 39	Electric Unit Heaters

## DIVISION 25 – INTEGRATED AUTOMATION

None

## INDEX

Index                      Index of Electrical Specifications

## DIVISION 26 – ELECTRICAL

Section 26 05 01	Basic Electrical Materials and Methods
Section 26 05 19	Conductors and Cables
Section 26 05 26	Grounding and Bonding
Section 26 05 32	Raceways and Boxes
Section 26 24 16	Panelboards
Section 26 27 26	Wiring Devices
Section 26 28 16	Enclosed Switches and Circuit Breakers
Section 26 51 00	Interior Lighting
Section 26 61 00	Electrical System Commissioning

## DIVISION 27 – COMMUNICATIONS

Section 27 13 00              Communications Backbone Cabling

## DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

None

## DIVISION 31 – EARTHWORK

Section 31 10 00	Site Clearing
Section 31 22 13	Rough Grading
Section 31 22 19	Finish Grading
Section 31 23 00	Excavation and Fill
Section 31 25 00	Erosion and Sedimentation Controls
Section 31 31 16	Termite Control



2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

DIVISION 32 – EXTERIOR IMPROVEMENTS

Section 32 92 23 Sodding

DIVISION 33 – UTILITIES

Section 33 40 00 Storm Drainage Utilities

DIVISION 34 – TRANSPORTATION

None

DIVISION 35 – WATERWAY AND MARINE CONSTRUCTION

None

DIVISION 40 – PROCESS INTERCONNECTIONS

None

DIVISION 41 – MATERIAL PROCESSING AND HANDLING EQUIPMENT

None

DIVISION 42 – PROCESS HEATING, COOLING, AND DRYING EQUIPMENT

None

DIVISION 43 – PROCESS GAS AND LIQUID HANDLING, PURIFICATION, AND STORAGE EQUIPMENT

None

DIVISION 44 – POLLUTION AND WASTE CONTROL EQUIPMENT

None

DIVISION 45 – INDUSTRY-SPECIFIC MANUFACTURING EQUIPMENT

None

DIVISION 46 – WATER AND WASTEWATER EQUIPMENT

None

DIVISION 48 – ELECTRICAL POWER GENERATION

None

**EXHIBIT "A"**

Item # 17.

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

APPENDIX

Appendix "A" Mandatory Addendum, Owner-Contractor Agreement

**END OF SECTION**

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

**SECTION 00 01 15**  
**LIST OF DRAWING SHEETS**

**General**

G1.1 Title Sheet

**Civil**

C1.1 Existing Topo and Demolition Sheet

C1.2 Site Layout Sheet

C1.3 Grading and Erosion Control Sheet

C1.4 Drainage and Utility Sheet

C1.5 Erosion Control Details Sheet

**Structural**

S1.0 Structural Notes Sheet

S2.0 Foundation Plan and Details

S3.0 Ceiling Framing Plan and Details

S4.0 Roof Framing Plan and Details

**Architectural**

A1.0 Wall Types

A1.1 Floor Plan, Reflected Ceiling Plan, and Roof Plan

A2.1 Exterior Elevations

A2.2 Exterior Elevations

A3.1 Building Sections and Wall Section

A3.2 Building Sections

A3.3 Wall Sections and Details

A3.4 Wall Section and Details

A3.5 Details

A4.1 Interior Elevations

A6.1 Legends, Schedules, and Door Details

**Mechanical**

M0.1 Mechanical Legend

M0.2 Mechanical Schedules

M1.1 Mechanical Floor Plan

M4.1 Mechanical Details

# EXHIBIT "B"

Item # 17.

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

## Plumbing

P0.1 Plumbing Legend and Schedules

P1.1 Plumbing Floor Plan

P3.1 Plumbing Risers

P4.1 Plumbing Details

## Electrical

E0.0 Electrical Legend

E0.1 Electrical Details

ES1.0 Electrical Site Plan

E1.1 Electrical Lighting, Power, and Systems

E5.1 Electrical Panelboard Schedule

**END OF SECTION**

# #5087

2202507 The City of Tupelo, Fairpark Restroom Pavilion (REBID)





Received March 21, 2023 1:58pm CDT

## Timmons Electric Co., LLC

### Certificate of Resp # 21683-MC

Contact Mike Timmons  
Address 4855 Cliff Gookin Blvd  
Tupelo, MS 38801  
Phone 662-844-4053  
Email timmonselectric@comcast.net

## Attachments

-  Bid Bond Email.jpg (421.2 KB)
-  Bid Form.pdf (126.1 KB)
-  COI Tupelo.pdf (287.6 KB)
-  Power of Attorney.pdf (622.4 KB)

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

SECTION 00 41 13  
BID FORM

Tuesday, March 21, 2023

Certificate of Responsibility Number: 21683-MC

Proposal of: Timmons Electric Co., LLC

**Project:** Re-Bid  
The City of Tupelo  
Fairpark Restroom Pavilion  
Tupelo, Mississippi  
Bid Number 2023-013FP  
PryorMorrow Project Number 2022507

**Owner:** The City of Tupelo  
Post Office Box 1485  
71 East Troy Street (38804)  
Tupelo, Mississippi 38802-1485

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

Addendum No. <u>1</u> Date <u>2/24/23</u> Pages: <u>2</u>	Addendum No. <u>    </u> Date <u>    </u> Pages: <u>    </u>
Addendum No. <u>2</u> Date <u>3/16/23</u> Pages: <u>5</u>	Addendum No. <u>    </u> Date <u>    </u> Pages: <u>    </u>
Addendum No. <u>    </u> Date <u>    </u> Pages: <u>    </u>	Addendum No. <u>    </u> Date <u>    </u> Pages: <u>    </u>

Having carefully examined the Contract Documents entitled *Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion*, prepared by PryorMorrow PC, and dated February 13, 2023, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials, and services required by the Contract Documents for the work described as follows:

**BASE BID: Complete construction on an Owner-prepared site as indicated in the Contract Documents.**

THREE HUNDRED SIXTEEN THOUSAND SIX HUNDRED DOLLARS (\$ 316,648.23)  
FOUR EIGHT DOLLARS + 23/100

**SUBSTANTIAL COMPLETION:** Time is an important consideration on the project. The project shall be substantially complete within one hundred fifty (150) calendar days from the date of the Notice to Proceed.

**LIQUIDATED DAMAGES:** The Owner will deduct \$150.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

**CHANGES TO THE WORK:** The cost or credit to the Owner resulting from a change in the work shall be determined by mutual acceptance of a lump sum representing the Contractor's cost of the work (which is properly itemized and supported by sufficient substantiating data to permit evaluation) and a fixed

EXHIBIT "C"

Item # 17.

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

percentage fee. The undersigned proposed a fixed percentage fee of 8 % for changes that add to, or increase, the scope of work and 0 % for changes that reduce the scope of work. Refer to Section 00 73 00, 7.3.11.

The Contractor represents that it has (1) examined all available records and data furnished by the Owner and the Architect and has from such examination informed itself fully concerning all surface conditions in connection with the work and the services to be performed hereunder, (2) determined that the site of the work is satisfactory in all respects for the work, and (3) read the Contract Documents and is fully cognizant of and is familiar with all of the terms and conditions thereof.

Respectfully Submitted:

Signed: Mike Timmons

Print Name: Mike Timmons

Title: Managing Member

Address: 4855 Cliff Gookin Blvd, Tupelo, MS 38801

\*If the bidder is a corporation, write the State of Incorporated under the signature. If the bidder is a partnership, show the names of all partners.

Note: The bidder's Certificate of Responsibility number is required on the outside of the envelope that contains the proposal of the bidder.

END OF SECTION



# EXHIBIT "C" CERTIFICATE OF LIABILITY INSURANCE

DATE Item # 17.  
03/21/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Renasant Insurance, Inc. 315 W. Main Street P. O. Box 1808 Tupelo MS 38802	<b>CONTACT NAME:</b> Kim Roberts <b>PHONE (A/C, No, Ext):</b> (662) 842-1321 <b>FAX (A/C, No):</b> (662) 842-1433 <b>E-MAIL ADDRESS:</b> kroberts@renasant.com														
<b>INSURED</b> Timmons Electric Co., LLC. 4855 Cliff Gookin Blvd. Tupelo MS 38801	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Tri-State Insurance Co of Minnesota</td> <td>31003</td> </tr> <tr> <td>INSURER B : Wesco Insurance Company</td> <td>25011</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Tri-State Insurance Co of Minnesota	31003	INSURER B : Wesco Insurance Company	25011	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES      CERTIFICATE NUMBER: MASTER WC/GL 22'      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ADV4474086	06/13/2022	06/13/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	WWC3622820	01/08/2023	01/08/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City of Tupelo 71 E Troy Street  Tupelo MS 38804	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <div style="text-align: right; font-family: cursive; font-size: 1.2em;">Dennis Hall</div>
--------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



**EXHIBIT "C"**

Item # 17.

**From:** Sam Derby <[sderby@fcci-group.com](mailto:sderby@fcci-group.com)>

**Sent:** Friday, March 17, 2023 2:28 PM

**To:** Dennis Hall <[DHall@renasant.com](mailto:DHall@renasant.com)>

**Subject:** [EXTERNAL] TIMMONS ELECTRIC - FAST LANE SUBMISSION - 3/21/23 BID BOND NEED - \$315M - CITY OF TUPELO - FAIRPARK - FCCI OFFER OF SURETY SUPPORT

**Importance:** High

Good afternoon.

Thank you for the update.

Bid bond approved.

**CONDITIONS**

**If low bidder and awarded the contract:**

- **A flat 3% rate will be charged on the total contract value.**
- **We will obtain a properly executed FCCI Indemnity Agreement which will include Timmons' corporate indemnity and Mike Timmons' personal indemnity prior to the release of the performance and payment bonds.**
- **All additional bonded work will be considered on a job-by-job basis.**

**Sam Derby**

*Regional Contract Surety Manager*

**FCCI Insurance Group**

1020 Highland Colony Parkway

Suite 800

Ridgeland, MS 39157

**EXHIBIT "C"**



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Barbara Tidwell; Danny J Turner; Kristi P Pittman; W T Dalton Jr; Casey M Etheridge; Ricky E James; Jennifer McKee

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch, President FCCI Insurance Company



Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company

State of Florida County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow, Notary Public

State of Florida County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow, Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this \_\_\_ day of \_\_\_

Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company

Mandatory Addendum to  
All City of Tupelo Contracts  
August 2019

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

1. TUPELO does not indemnify or hold harmless any party.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.  
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.  
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11<sup>th</sup>) Amendment immunity.  
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.  
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.  
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO. (CITATION NEEDED.)
10. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.  
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
11. TUPELO does not agree to submit to binding arbitration.  
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.  
Miss. Code Ann. § 31-7-305.
13. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.  
Miss. Code § 25-61-9 (7).
14. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.  
Miss. Code § 25-61-9 (1).
15. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to:  
(a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

16. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.  
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).
  
17. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.  
Miss. Code Anno. 21-27-1
  
18. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.  
MS AG Ops. 2012-00013