



TUPELO REGULAR CITY COUNCIL MEETING

MAY 17, 2022 AT 6:00 PM
COUNCIL CHAMBERS | CITY HALL

AGENDA

INVOCATION: COUNCIL MEMBER NETTIE DAVIS

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER ROSIE JONES

CALL TO ORDER: COUNCIL PRESIDENT BUDDY PALMER

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 TN
2. IN THE MATTER OF PUBLIC HEARING FOR DEMOLTIONS TN
3. IN THE MATTER OF PUBLIC HEARING FOR REZONING 22-02 TN

APPEALS

CITIZEN HEARING

4. SCOTT BURNS

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

ROUTINE AGENDA

5. IN THE MATTER OF MINUTES OF MAY 3, 2022 COUNCIL MEETING
6. IN THE MATTER OF BILL PAY **KH**
7. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
8. IN THE MATTER OF APPROVAL TO SUBMIT 2021 HOT SPOT POLICING GRANT
AC
9. IN THE MATTER OF LOT MOWING **TN**
10. IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR DEMOLITION **TN**
11. IN THE MATTER OF REVIEW/ACCEPT PLANNING COMMITTEE MINUTES **TN**
12. IN THE MATTER OF REVIEW/ACCEPT LICENSE COMMISSION MINUTES **TN**
13. IN THE MATTER OF REVIEW/APPROVE AMENDED DEVELOPMENT
AGREEMENT FOR BUTLER PARK PHASE ONE **TN**
14. IN THE MATTER OF REVIEW/APPROVE REZONING 22-02 **TN**
15. IN THE MATTER OF REVIEW/APPROVE MAJOR SITE PLAN FOR BUTLER PARK
PHASE II **TN**
16. IN THE MATTER OF RATIFICATION OF CONTRACT FOR BID NO. 2022-009PW AIR
PARK ROAD SCRUB SEAL **DRB**
17. IN THE MATTER OF AWARD OF BID NUMBER 2022-019PD **JQ**
18. IN THE MATTER OF APPROVAL OF CONTRACT FOR THE AQUATIC CENTER
FOR LIVE FEED FOR SWIM MEETS SOFTWARE **AF**
19. IN THE MATTER OF APPROVAL OF TPRD ADVISORY BOARD MINUTES FOR
FEBRUARY AND MARCH 2022 **AF**
20. IN THE MATTER OF CVB MINUTES OF MAY 3, 2022 **NM**
21. IN THE MATTER OF APPROVAL OF BANCORPSOUTH ARENA MINUTES OF
MARCH 21, 2022 **KK**
22. IN THE MATTER OF AWARD OF BID # 2022-018WL **JT**

- 23. IN THE MATTER OF REQUEST FOR APPROVAL OF SURPLUS ITEMS **JT**
- 24. IN THE MATTER OF RATIFICATION OF STATEWIDE MUTUAL AID COMPACT AGREEMENT **SR**
- 25. IN THE MATTER OF ORDINANCE TO AMEND SECTION 2-266 OF THE CITY OF TUPELO CODE OF ORDINANCES TO STATE THAT REGUALR MEETINGS OF THE CITIZEN’S POLICE ADVISORY BOARD SHALL BE EVERY OTHER MONTH **SR**

(CLOSE REGULAR SESSION)

STUDY AGENDA

EXECUTIVE SESSION

- E1. IN THE MATTER OF THE TRANSACTION OF BUSINESS AND DISCUSSION REGARDING THE PROSPECTIVE PURCHASE, SALE OR LEASING OF LANDS IN ACCORDANCE WITH MISS. CODE ANN. § 25-41-7 **BL**

ADJOURNMENT



AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE May 17, 2022
SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING TN

Request:

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

Preliminary Lot Mowing Report for 5/17/2022

Item # 1.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	40441	077H2521100	624 JOYNER AVE	J ROBINSON HOLDINGS LLC	14440 HWY 23 N	TREMONT, MS 38876	JLS
2.	40452	089K3109600	442 N SPRING ST UNIT A & B	GREEN STREET LLC	P O BOX 1386	RAYMOND, MS 39154-1386	SB
3.	40453	089K3109601	438-440 N SPRING ST	GRAB THE MAP LLC	1013 W MAIN ST	TUPELO, MS 38801	SB
4.	40454	089F3019400	601 N SPRING ST	JONES MARVIN	P O BOX 871	TUPELO, MS 38802	SB
5.	40455	088N3310800	342 LAKE ST	JOHNSON DANIEL & TRACY	515 CR 520	SHANNON, MS 38868	RS
6.	40456	089F3019300	603-605 N SPRING ST	GRIMES JAMES C	333 N GREEN ST	TUPELO, MS 38804	SB
7.	40457	089F3021900	608 N SPRING ST	INA GROUP LLC	6333 APPLES WAY STE 115	LINCOLN, NE 68516	SB
8.	40458	088N3304200	905 MARTIN ST	WIENS WESLEY & KELLY	905 MARTIN ST	TUPELO, MS 38804	RS
9.	40459	088N3302600	216 CANAL ST	BYLES LARRY & TRACY	103 MEADOW ST	FULTON, MS 38843	RS
10	40460	077C2501600	1507 TRACE AVE	WEBB DEAN & JENNIFER HANKINS	1104 CR 811	SALTILLO, MS 38866	JLS
11	40461	089F3022400	632 N SPRING ST	GRIMES JAMES C	333 N GREEN ST	TUPELO, MS 38804	SB
12	40462	089F3022600	647 N SPRING ST	FARR MILDRED BURNETTE LANGSTON	647 N SPRING	TUPELO, MS 38804	SB

Preliminary Lot Mowing Report for 5/17/2022

Item # 1.

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13	40463	088N3302700	CANAL ST	NOLAN BRAD & DENNIS	1478 E MAIN ST	TUPELO, MS 38804	RS
14	40464	077G2500100	1200 LUMPKIN AVE	CREW BUILDING SERVICES LLC	104 DAWNING COURT	GEORGETOWN, KY 40324	JLS
15	40465	089F3022700	644 N SPRING ST	BOONE ARZELL JR	3388 SHONDA CIRCLE	TUPELO, MS 38801	SB
16	40466	088N3305700	151 CANAL ST	WENSLEY COLLEEN M	POST OFFICE BOX 6474	CONCORD, CA 94524-1474	RS
17	40467	089F3025600	211 W BARNES ST	AGNEW ELLIS	C/O FRANK AGNEW	201 DOZIER	SB
18	40468	077R3608200	1226 BOGGAN DR	TUPELO RENTAL PROPERTIES LLC	1879 N COLEY RD	TUPELO, MS 38801	SB
19	40469	078H2707400	2303 EVERGREEN ST	TUPELO RENTAL PROPERTIES LLC	1879 N COLEY RD	TUPELO, MS 38801	JLS
20	40470	077R3608100	1234 BOGGAN DR	HATCHWAY PROPERTIES 1 LLC	3100 OLD CANTON RD STE 200	JACKSON, MS 39216	SB
21	40471	077R3607900	1236 BOGGAN DR	HATCHWAY PROPERTIES 1 LLC	3100 OLD CANTON RD STE 200	JACKSON, MS 39216	SB
22	40472	077R3608000	1230 BOGGAN DR	SADLER CHARLOTTE	1230 BOGGAN DRIVE	TUPELO, MS 38801	SB
23	40478	101C0104000	1002 LAWNSDALE DR	SAVING STATION INT'L MINISTRIES	P O BOX 4434	TUPELO, MS 38803	RS
24	40479	101D0123400	1301 LAWNSDALE DR	HOPE TRANSPORTATION LLC	P O BOX 3295	TUPELO, MS 38803	RS

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25	40485	077L3609200	410 EXCHANGE ST	ROBERSON NICHOLAS	99 NORTH MAIN, APT 2111	MEMPHIS, TN 38103	SB
26	40486	077L3605800	2007 BELLA VISTA ST	HUCKABY JOE & MARY	112 CREST LN	GUNTOWN, MS 38849	SB
27	40487	077L3605900	408 LUMPKIN AVE	BERGIN-DYE PROPERTIES LLC	153 NORTH LANE	TUPELO, MS 38801	SB
28	40488	077P3516500	2303 WOODS ST	MOORE GARY & MURRA GOODE	2963 MILLER'S POND DRIVE	MEMPHIS, TN 38119	JLS
29	40491	077P3516500	2303 WOODS ST	MOORE GARY & MURRA GOODE	2963 MILLER'S POND DRIVE	MEMPHIS, TN 38119	JLS
30	40492	077L3606000	406 LUMPKIN AVE	MEZA ROBERTO H	4264 BUTLER ROAD	TUPELO, MS 38801	SB
31	40493	077L3606100	404 LUMPKIN AVE	MEZA ROBERTO H	4264 BUTLER ROAD	TUPELO, MS 38801	SB
32	40494	087U3500101	N EASON BLVD	MATTHEWS REALTY INC	P O BOX 430	PLANTERSVILLE, MS 38862	RS
33	40495	113E0605600	904 CHICKASAW TRL	LIMINAL SPACES LLC	2521 GREENRIDGE DR	BELDEN, MS 38826	RS
34	40496	113E0605700	906 CHICKASAW TRL	SGP REAL ESTATE LLC	P. O. BOX 2066	TUPELO, MS 38803	RS
35	40497	113E0605800	908 CHICKASAW TRL	MORGAN PROPERTY INVESTMENTS LLC	5943 PURNELL RD	BELDEN, MS 38826	RS
36	40498	113E0605900	910 CHICKASAW TRL	JJA ENTERPRISES LLC	3702 OLD OAK RD	CORINTH, MS 38834	RS

Preliminary Lot Mowing Report for 5/17/2022

Item # 1.

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37	40502	113J0700700	915 CHICKASAW TRL	LIMINAL SPACES LLC	2521 GREENRIDGE DR	BELDEN, MS 38826	RS
38	40503	113J0700800	917 CHICKASAW TRL	ASTERS JOHN T & CAROLYN	2930 N HOLCOMB DRIVE	MARTIN, GA 30557	RS
39	40504	113J0704200	1006 CHICKASAW TRL	DOYLE KEVIN & TONI GOUGH	924 GRANT ST	TUPELO, MS 38801	RS
40	40505	113J0704100	1008 CHICKASAW TRL	VAUGHN TONI M	1008 CHICKASAW TRAIL	TUPELO, MS 38804	RS
41	40507	113J0702200	1103 CHICKASAW TRL	DOWNTOWN PARTNERS LLC	P O BOX 1095	TUPELO, MS 38802	RS
42	40508	113J0702300	1105 CHICKASAW TRL	ASTERS JOHN T & CAROLYN	2930 N HOLCOMB DRIVE	MARTIN, GA 30557	RS
43	40513	084N1904201	1749 N GREEN ST	ENIS JERRY	117 BENTGRASS CIR	SALTILLO, MS 38866	SB
44	40514	084N1904703	1808 N GREEN ST	CLEVELAND PROPERTIES LLC	1879 N COLEY RD	TUPELO, MS 38801	SB
45	40515	084N1904600	1720 N GLOSTER ST	VICTORY PROPERTIES LLC	730 ALABAMA ST	COLUMBUS, MS 39702	SB
46	40516	089B3006200	1209 N GREEN ST	WITHERSPOON DOOLIE & MOZELLE	1209 N GREEN ST	TUPELO, MS 38804	SB
47	40517	089B3006200	1209 N GREEN ST	BOBBY LEE STUBBS	2899 GREEN TEE ROAD,	TUPELO, MS 38801	SB
48	40521	105D1502400	2922 BEASLEY DR	TURBO PROPERTIES LLC	208 N GLOSTER STREET	TUPELO, MS 38804	RS

Preliminary Lot Mowing Report for 5/17/2022

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49	40522	105D1502600	2954 BEASLEY DR	GRAB THE MAP LLC	1013 W MAIN ST	TUPELO, MS 38801	RS
50	40523	105D1507800	TONY MOORE RD	WILLIAMS MARIA	203 LAWNSDALE DR	TUPELO, MS 38801	RS
51	40524	106A1407100	TONY MOORE RD	OSBORN RANDAL	2010 HIGHPOINTE DR APT 184	BRANDON, MS 39042	RS
52	40527	105H1500600	3253 BEASLEY DR	TUCKER JAMES L & ELNOIS R (LE)	271 COUNTY ROAD 1467	PLANTERSVILLE, MS 38862	RS
53	40528	105H1503200	3347 MEADOW DR	BROWN TRAVARES	3392 CRAIGMONT CIR	TUPELO, MS 38801	RS
54	40529	088J3301500	51 ELVIS PRESLEY DR	AHMED MONA HAMZAH	102 SERENITY CT	BRANDON, MS 39042	RS
55	40530	077Q3611300	1523 REED ST	OWENS THOMAS E	343 WELDON PL	MEMPHIS, TN 38117	SB
56	40531	101B0224700	2317 ENGLEWOOD DR	JOHNSON OLLIE M	2317 ENGLEWOOD DR	TUPELO, MS 38801	JLS
57	40532	077Q3612400	1502 REED ST	SWINEA JAMES (LUCILLE)	421 RD 830	PLANTERSVILLE, MS 38862	SB
58	40534	077R3602900	1143 BRYSON DR A-C	GRAB THE MAP LLC	1013 W MAIN ST	TUPELO, MS 38801	SB
59	40535	089E3009900	621 HIBNER DR	MENDOZA GERARDO LOPEZ	621 HIBNER STREET	TUPELO, MS 38804	RS
60	40536	089E3008700	609 HIBNER DR	CHEN YONG JING & AL F HU	2073 BRIARFIELD DR	TUPELO, MS 38801	RS

Preliminary Lot Mowing Report for 5/17/2022

Item # 1.

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61	40538	077F2612700	1908 W JACKSON ST	LEECH JOHNNY F JR	1107 CLAYTON AVENUE	TUPELO, MS 38804	RS
62	40545	077N3502508	2615 W MAIN ST	BARKERS VILLAGE INC	PO BOX 52427	ATLANTA, GA 30355	JLS
63	40549	089N3100601	123 S INDUSTRIAL RD	ACC TAX SALES PROPERTIES LLC	P O BOX 850001	ORLANDO, FL 32885	JLS
64	40550	101B0214000	401 MONUMENT DR	HATCHWAY PROPERTIES 1 LLC	3100 OLD CANTON RD STE 200	JACKSON, MS 39216	JLS
65	40551	077L3613400	208 ROOSEVELT AVE	CHEESE GRATOR LLC	16000 VENTURA BLVD STE 600	ENCINO, CA 91436	SB
66	40552	077Q3602000	1905 STEPHEN D LEE ST	SHOWCASE PROPERTIES LLC	379 OLD AIRPORT ROAD	PONTOTOC, MS 38863	SB
67	40557	077G2520001	701 GEORGE AVE	SIMPLE REALTY LLC	2005 W MAIN ST	TUPELO, MS 38801	JLS
68	40560	077M3603500	1155 W JACKSON ST	BERNARD KIMETRA	1155 W JACKSON ST	TUPELO, MS 38804	JLS
69	40561	077M3603400	1157 W JACKSON ST	ROBERTS MALLORY B	1157 W JACKSON ST	TUPELO, MS 38804	JLS
70	40562	102D0302000	2628 PEMBERTON AVE	HOWIE BRIAN REED	2628 PEMBERTON DR	TUPELO, MS 38801	DS
71	40563	101B0213900	2006 WAYNE DR	DAVIS MARGO K & STACY C	4381 POOLE RD	WINSTON, GA 30187	RS
72	40564	101B0214001	2005 WAYNE DR	CLARK BRENDA KAY	2005 WAYNE DR	TUPELO, MS 38801	RS

Preliminary Lot Mowing Report for 5/17/2022

Item # 1.

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73	40565	101B0212900	420 LAKEVIEW DR	ACHIEVEMENT PROPERTIES LLC	1434 GUN CLUB RD	TUPELO, MS 38801	RS
74	40568	101B0212500	417 LAKEVIEW DR	WILLIAM MURRAY MORGAN	909 COUNTY ROAD 681	SATILLO, MS 38866	RS
75	40569	101B0213000	418 LAKEVIEW DR	TTLBL LLC	4747 EXECUTIVE DR STE 510	SAN DIEGO, CA 92121	RS
76	40570	101B0211700	516 AUGUSTA ST	POLEN JACQUELINE	603 ROAD 931	TUPELO, MS 38804	RS
77	40571	089E3001700	816 CLAYTON AVE	HENSON SLEEP RELIEF INC	PO BOX 728	TUPELO, MS 38802	JLS
78	40572	077F2615000	705 VASSAR DR	SINGH NIRBHAI	122 LONGHORN DR	TUPELO, MS 38801	JLS
79	40574	077P3510000	214 NANNEY DR	LYONS MELISSA & DENNIS	214 NANNEY DRIVE	TUPELO, MS 38801	JLS
80	40575	112B0400900	709 POST ST	MILLER JANICE	1008 CHICKASAW TRAIL	TUPELO, MS 38801	RS
81	40576	112A0417001	704 POST ST UNIT A & B	LESLEY CAPITAL INVESTMENTS LLC	PO BOX 812	TUPELO, MS 38802	RS
82	40577	112A0412400	904 HILL-N-DALE DR	PILGREEN INVESTMENTS COMPANY INC	123 DR 1322	MOOREVILLE, MS 38857	RS
83	40578	112A0412200	806 HILL-N-DALE DR	PILGREEN INVESTMENTS COMPANY INC	123 DR 1322	MOOREVILLE, MS 38857	RS
84	40579	112A0414100	701 HILL-N-DALE DR	GRAB THE MAP LLC	1013 W MAIN ST	TUPELO, MS 38801	RS

Preliminary Lot Mowing Report for 5/17/2022

Item # 1.

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85	40580	101B0219800	2615 BRYAN ST	WISE BETTH CAROLYN (LE)	2615 BRYAN DR, TUPELO MS 38804	TUPELO, MS 38801	RS
86	40581	101H0106800	916 GARFIELD ST	HNF PROPERTIES LLC	P O BOX 7322	TUPELO, MS 38802	SB
87	40582	101H0107000	912 GARFIELD ST	CARSON JOHN S & MARY W	912 GARFIELD	TUPELO, MS 38801	SB
88	40583	101D0117900	905 HARRISON ST	GRAY BUFFI	905 HARRISON	TUPELO, MS 38801	SB
89	40584	101D0117100	914 HARRISON ST	SANFORD JOHN M & PATTY	914 HARRISON	TUPELO, MS 38801	SB
90	40585	077H2506900	1324 FLETCHER ST	RAY NANCY DYAN	1324 FLETCHER	TUPELO, MS 38804	JLS
91	40586	077P3514700	116 MAYNARD DR	JTM LLC	210 EAST MAIN ST	TUPELO, MS 38804	JLS
92	40587	077P3514600	120 MAYNARD DR	BETTS MARY A	120 MAYNARD DRIVE	TUPELO, MS 38801	JLS
93							
94							
95							
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AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE May 17, 2022
SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR DEMOLTIONS TN

Request:

Public Hearing for three substandard properties that are presented for authorization to demolish structures located on the property:

Demolition of House:

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

Demolition of Accessory Structures on Property:

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

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



April 25, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 40499

Vs.

Alicia Trudel Clark
4826 Hodges Drive
Belden, MS 38826

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

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

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

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

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

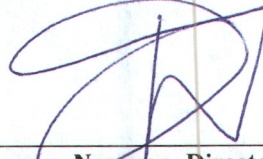
1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **4826 HODGES DR., PARCEL #075S-16-007-00, Belden, MS. 38826**, including building(s) thereon, is in such a state of uncleanness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

3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

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

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

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



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







May 3, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 38729

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

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

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

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

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

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

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

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

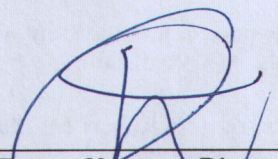
1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **808 ALLEN ST, PARCEL #089J-31-165-00, Tupelo MS, 38804**, including building(s) thereon, is in such a state of uncleanness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

- 3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, demolishing dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

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

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

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



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





May 3, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 40500

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

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

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

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

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

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

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

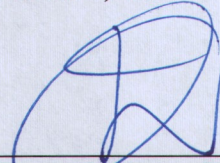
that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, demolishing dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water,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

Item # 2.

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

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

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



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





AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE May 17, 2022
SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR REZONING 22-02 TN

Request:

Public Hearing regarding proposed rezoning of approximately 55 acres (Parcel: 078B280100) located off Butler Road from MDR to LDR.

See attached map.



**CASE NO: RZ22-02
REZONE TO LDR**

PARCEL: 078B280100

**LOCATION:
55 ACRES SOUTH OF
BUTLER PARK DR
ROWAN OAK DR
ORLEANS PLACE**

**OWNER & APPLICANT:
BUTLER PARK LLC**

ZONING: MDR

**FLOODZONE: FLOODWAY
AND ZONE AE**

HISTORIC DISTRICT: N/A

CHICKASAW REVIEW: YES

SUSPECT SOILS: YES

WARD: 6

SUBJECT PROPERTY

Zoning Districts

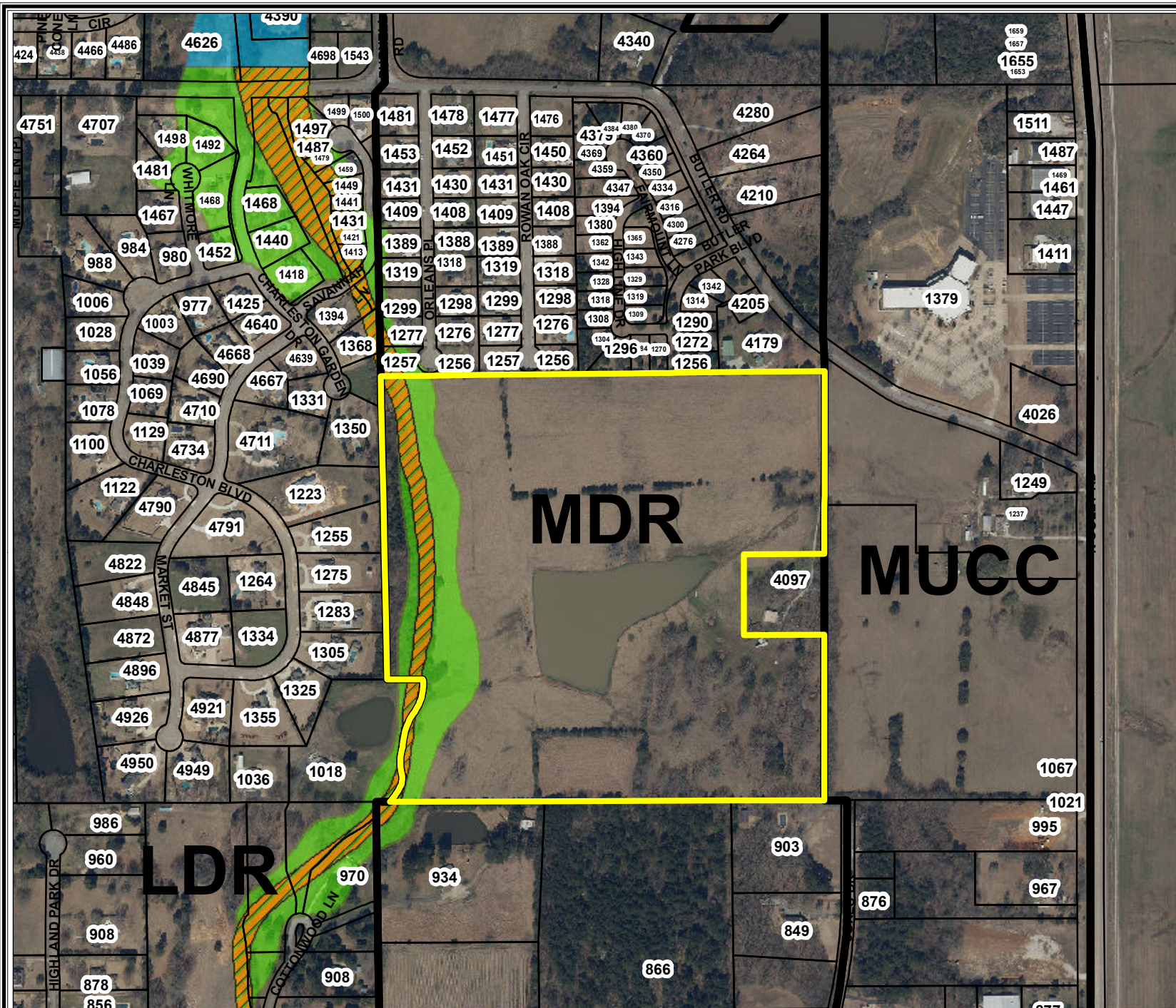
FLOODWAY

AE

A

1 inch = 510 feet
0 55 110 220 330 440 550 660 Feet

IMAGE DATE: 2018



The City of Tupelo Development Code and Official Zoning Map can be viewed online at <http://www.tupeloms.gov/development>

Tupelo City Hall 71 East Troy Street P O Box 1485 Tupelo Missis 362-841-6510

A/O	AGRICULTURAL/OPEN	LDR	LOW DENSITY RESIDENTIAL	MUAC	MIXED USE A	MUD	MIXED USE DOWNTOWN	MUR	MIXED USE RESIDENTIAL
I	INDUSTRIAL	MDR	MEDIUM DENSITY RESIDENTIAL	MUCC	MIXED USE COMMERCIAL CORRIDOR	MUE	MIXED USE EMPLOYMENT	RC	REGIONAL COMMERCIAL



AGENDA REQUEST

TO: Mayor and City Council
FROM: Missy Shelton, Council Clerk
DATE May 12, 2022
SUBJECT: IN THE MATTER OF MINUTES OF MAY 3, 2022 COUNCIL MEETING

Request:

For your review and approval.

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

MAY 03, 2022

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, May 3, 2022, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Bishop Parks gave the invocation and Council Member Rosie Jones led the pledge of allegiance. Council President Buddy Palmer called the meeting to order at 6:00 p.m.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

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

PROCLAMATIONS

Mayor Todd Jordan presented a proclamation for Aquatic Month to Amy Kennedy, director of the Tupelo Aquatic Center. APPENDIX A

EMPLOYEE RECOGNITION

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

Thomas Connolly	Fire Department	25 years
Joel Wayne Goss	Fire Department	15 years
Marty Dickinson	TWL	20 years

PUBLIC RECOGNITION

Council Member Nettie Davis thanked everyone who had a part in the Communities Forward Festival held on Saturday, April 23, 2022. She also invited everyone to attend the Art and Wine Festival, formerly known as the Gum Tree Festival, that will be held the weekend of May 6, 2022.

Council Member Travis Beard gave accolades to the Public Works Department for their actions regarding complaints throughout the City.

Council Member Jones voiced her thanks to the Coliseum for the great concerts they bring to the City. She said she enjoyed the Earth Wind & Fire concert.

Council Member Chad Mims gave his thanks to the great job the Tupelo Police Department does in keeping Tupelo High School students safe.

Council Member Buddy Palmer voiced his compliments of the banners that are flying in the City. He also said that there were 1100 participants in the Blue Suede Cruise last weekend.

MAYOR'S REMARKS

Mayor Todd Jordan mentioned the success of several recent events: Dudie Burger Festival, Blue Suede Cruise, Baseball Tournament and concert of Earth, Wind and Fire.

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one spoke during the public hearing concerning lot mowing.

IN THE MATTER OF MINUTES OF APRIL 19, 2022 COUNCIL MEETING

Council Member Bryan moved, seconded by Council Member Davis, to approve the minutes of the Regular Council meeting held on April 19, 2022. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF THE 2023 BUDGET CALENDAR

Council Member Gaston moved, seconded by Council Member Jones, to approve the 2023 Budget Calendar, as presented by CFO/City Clerk Kim Hanna. The vote was unanimous in favor. APPENDIX C

IN THE MATTER OF RATIFICATION OF LEASE AGREEMENT BETWEEN CITY OF TUPELO AND HTG PROPERTY HOLDINGS, LLC

City Attorney Ben Logan presented a lease agreement between the City of Tupelo and HTG Property Holding, LLC, previously approved by City Council on November 19, 2019. Council Member Mims moved, seconded by Council Member Beard, to ratify the agreement. The vote was unanimous in favor. APPENDIX D

IN THE MATTER OF OPTING OUT OF ALLOWING THE CULTIVATION, PROCESSING, SALE AND/OR DISTRIBUTION OF MEDICAL CANNABIS AND CANNABIS PRODUCTS

Council Member Beard moved to approve a resolution of 'Opting Out of Allowing the Cultivation, Processing, Sale and/or Distribution of Medical Cannabis and Cannabis Products'. On the lack of a second to the motion, the motion failed and there was no vote.

IN THE MATTER OF LOT MOWING

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

<u>Parcel</u>	<u>Location</u>
077M3605701	1100 CHAPMAN DR
077M3605900	1104 CHAPMAN DR
089F3010601	523 N CHURCH ST
089F3010501	527 N CHURCH ST
089F3012500	571 N CHURCH ST
089F3016100	572 N CHURCH ST
089F3013000	605 N CHURCH ST UNIT A & B
089F3013600	632 N CHURCH ST
089F3013200	N CHURCH ST
089F3010301	704 N MADISON ST
089F3013300	431 TOLBERT ST
077F2617900	709 LAR-ELI-DO DR
089F3008900	420 TOLBERT ST
089F3009000	422 TOLBERT ST
089F3009100	424 TOLBERT ST
101B0219500	2607 BRYAN ST
089F3006000	520 WALKER ST
089F3005300	525 W BARNES ST
089F3005700	810 N MADISON ST
089E3018400	805 N MADISON ST
089F3005500	539 W BARNES ST
089F3005600	36 WALKER ST
089F3005000	517 W BARNES ST
101U1100100	S THOMAS ST
113E0609100	715 GARFIELD ST
077Q3617900	1701 W MAIN ST
075S1600102	3424 WALSH RD

The vote was unanimous in favor. APPENDIX E

**IN THE MATTER OF RESOLUTION OF THE TUPELO CITY COUNCIL REQUESTING
THREE RIVERS SOLID WASTE MANAGEMENT AUTHORITY AMEND ITS CURRENT
SOLID WASTE MANAGEMENT PLAN FOR A PROPOSED EXPANSION OF THE
WONDURA CLASS II RUBBISH LANDFILL**

Council Member Davis moved, seconded by Council Member Beard, to approve the 'Resolution of the Tupelo City Council Requesting Three Rivers Solid Waste Management Authority Amend its Current Solid Waste Management Plan for a Proposed Expansion of the Wondura Class II Rubbish Landfill'. The vote was unanimous in favor. APPENDIX F

IN THE MATTER OF RESOLUTION REGARDING THE EMERGENCY ROAD & BRIDGE REPAIR FUND PROGRAM

Council Member Bryan moved, seconded by Council Member Beard, to approve a 'Resolution Regarding the Emergency Road and Bridge Repair Fund Program'. This resolution will allow the City of Tupelo to submit applications to MDOT for the following projects: Barnes Crossing Road Project, Gun Club Road Project and Mitchell Road Project. The vote was unanimous in favor. APPENDIX G

IN THE MATTER OF NMNU REQUEST FOR DECLARATION OF SURPLUS NMNU VEHICLES FOR AUCTION

Council Member Beard moved, seconded by Council Member Mims, to approve vehicles seized and forfeited to NMNU/City of Tupelo as surplus vehicles and no longer needed for use by the City of Tupelo, and to be sold at auction. The vote was unanimous in favor. The list is attached to these minutes as APPENDIX H.

IN THE MATTER OF BID APPROVAL COURT ST DOWNTOWN PARKING LOT IMPROVMENTS 2022-012PW

Bids were received for Bid # 2022-012PW - Court Street Downtown Parking Lot Improvements. Public Works Director Chuck Williams requested that the Council award the bid to the lowest and best bid of Gregory Companies, LLC, in the amount of \$375,716.00. Council Member Davis moved, seconded by Council Member Gaston to approve the bid, as requested. The vote as unanimous in favor. APPENDIX I

IN THE MATTER OF BID APPROVAL LOCAL STREET MAINTENANCE MILL AND OVERLAY PROGRAM – 2022 ANNUAL BID 2022-013PW

Bid were received for Bid 2022-013PW for Local Street Maintenance Mill and Overlay Program. Public Works Director Chuck Williams requested that the Council award the bid to Gregory Companies, LLC, the lowest and best bid in the amount of \$4,318,620.00. Council Member Beard moved, seconded by Council Member Bryan, to approve the bid, as requested. The vote was unanimous in favor. APPENDIX J

IN THE MATTER OF APPROVAL OF CONTRACT FOR THE AQUATIC CENTER FOR MEMBERSHIP MANAGEMENT SOFTWARE

Council Member Gaston moved, seconded by Council Member Jones, to approve the contract for the aquatic center for membership management software. The vote was unanimous in favor. APPENDIX K

IN THE MATTER OF SURPLUS VEHICLE FROM PARK AND RECREATION DEPARTMENT

Council Member Davis moved, seconded by Council Member Beard, to approve the list of items for surplus and auction, no longer needed by the City of Tupelo. The vote was unanimous in favor. APPENDIX L

IN THE MATTER OF REJECTION OF BID # 2022-016WL AND BID # 2022-017WL

Council Member Beard moved, seconded by Council Member Bryan, to reject bids for both Bid # 2022-016WL - Compensated Overcenter Material Handling Aerial Device and Bid # 2022-017WL - 2022/2023 Directional Drilling Unite Mud System and Trailer, because no bids were received. The vote was unanimous in favor. APPENDIX M

ADJOURNMENT

There being no further business to come before the Council at this time, Council Member Bryan moved, seconded by Council Member Jones, to adjourn the meeting at 6:25 p.m. The vote was unanimous in favor. This the 3rd day of May, 2022.

Buddy Palmer, President
City Council

ATTEST:

Missy Shelton, Clerk of the Council

Todd Jordan, Mayor



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO/ City Clerk
DATE May 12, 2022
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 17, 2022
SUBJECT: IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

Request:

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

ITEMS:

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



AGENDA REQUEST

TO: Mayor and City Council
FROM: Abby Christian, Grant Administrator
DATE: May 17, 2022
SUBJECT: IN THE MATTER OF APPROVAL TO SUBMIT 2021 HOT SPOT POLICING GRANT AC

Request:

Agency: Office of Justice Programs (OJP), Division of Public Safety Planning,

Grant: 2020-MU-BX-0053, Edward Byrne Memorial Justice Assistance Grant (JAG)

City Entity: Tupelo Police Department, Tupelo City IT

Match: 25%

Submission Deadline: 01 June 2022, 5:00 PM ET.

Total Requested Amount: Exact figure TBD.

Overview: Specifically, these proposed cameras will be provided throughout our Downtown Tupelo on an “high crime” basis and other areas of concern. This will facilitate digital evidence during investigations and prosecution, and other invaluable information for special projects and awareness. Overall this is an effective crime reduction and prevention strategy. The program exists to improve social and physical order in selected high crime areas in Mississippi.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE May 17, 2022
SUBJECT: IN THE MATTER OF LOT MOWING TN

Request:

Review and approve final lot mowing list.

Preliminary Lot Mowing Report for 5/17/2022

Item # 9.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	40441	077H2521100	624 JOYNER AVE	J ROBINSON HOLDINGS LLC	14440 HWY 23 N	TREMONT, MS 38876	JLS
2.	40452	089K3109600	442 N SPRING ST UNIT A & B	GREEN STREET LLC	P O BOX 1386	RAYMOND, MS 39154-1386	SB
3.	40453	089K3109601	438-440 N SPRING ST	GRAB THE MAP LLC	1013 W MAIN ST	TUPELO, MS 38801	SB
4.	40454	089F3019400	601 N SPRING ST	JONES MARVIN	P O BOX 871	TUPELO, MS 38802	SB
5.	40455	088N3310800	342 LAKE ST	JOHNSON DANIEL & TRACY	515 CR 520	SHANNON, MS 38868	RS
6.	40456	089F3019300	603-605 N SPRING ST	GRIMES JAMES C	333 N GREEN ST	TUPELO, MS 38804	SB
7.	40457	089F3021900	608 N SPRING ST	INA GROUP LLC	6333 APPLES WAY STE 115	LINCOLN, NE 68516	SB
8.	40458	088N3304200	905 MARTIN ST	WIENS WESLEY & KELLY	905 MARTIN ST	TUPELO, MS 38804	RS
9.	40459	088N3302600	216 CANAL ST	BYLES LARRY & TRACY	103 MEADOW ST	FULTON, MS 38843	RS
10	40460	077C2501600	1507 TRACE AVE	WEBB DEAN & JENNIFER HANKINS	1104 CR 811	SALTILLO, MS 38866	JLS
11	40461	089F3022400	632 N SPRING ST	GRIMES JAMES C	333 N GREEN ST	TUPELO, MS 38804	SB
12	40462	089F3022600	647 N SPRING ST	FARR MILDRED BURNETTE LANGSTON	647 N SPRING	TUPELO, MS 38804	SB

Preliminary Lot Mowing Report for 5/17/2022

Item # 9.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	40463	088N3302700	CANAL ST	NOLAN BRAD & DENNIS	1478 E MAIN ST	TUPELO, MS 38804	RS
14	40464	077G2500100	1200 LUMPKIN AVE	CREW BUILDING SERVICES LLC	104 DAWNING COURT	GEORGETOWN, KY 40324	JLS
15	40465	089F3022700	644 N SPRING ST	BOONE ARZELL JR	3388 SHONDA CIRCLE	TUPELO, MS 38801	SB
16	40466	088N3305700	151 CANAL ST	WENSLEY COLLEEN M	POST OFFICE BOX 6474	CONCORD, CA 94524-1474	RS
17	40467	089F3025600	211 W BARNES ST	AGNEW ELLIS	C/O FRANK AGNEW	201 DOZIER	SB
18	40468	077R3608200	1226 BOGGAN DR	TUPELO RENTAL PROPERTIES LLC	1879 N COLEY RD	TUPELO, MS 38801	SB
19	40469	078H2707400	2303 EVERGREEN ST	TUPELO RENTAL PROPERTIES LLC	1879 N COLEY RD	TUPELO, MS 38801	JLS
20	40470	077R3608100	1234 BOGGAN DR	HATCHWAY PROPERTIES 1 LLC	3100 OLD CANTON RD STE 200	JACKSON, MS 39216	SB
21	40471	077R3607900	1236 BOGGAN DR	HATCHWAY PROPERTIES 1 LLC	3100 OLD CANTON RD STE 200	JACKSON, MS 39216	SB
22	40472	077R3608000	1230 BOGGAN DR	SADLER CHARLOTTE	1230 BOGGAN DRIVE	TUPELO, MS 38801	SB
23	40478	101C0104000	1002 LAWNSDALE DR	SAVING STATION INT'L MINISTRIES	P O BOX 4434	TUPELO, MS 38803	RS
24	40479	101D0123400	1301 LAWNSDALE DR	HOPE TRANSPORTATION LLC	P O BOX 3295	TUPELO, MS 38803	RS

Preliminary Lot Mowing Report for 5/17/2022

Item # 9.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
25	40485	077L3609200	410 EXCHANGE ST	ROBERSON NICHOLAS	99 NORTH MAIN, APT 2111	MEMPHIS, TN 38103	SB
26	40486	077L3605800	2007 BELLA VISTA ST	HUCKABY JOE & MARY	112 CREST LN	GUNTOWN, MS 38849	SB
27	40487	077L3605900	408 LUMPKIN AVE	BERGIN-DYE PROPERTIES LLC	153 NORTH LANE	TUPELO, MS 38801	SB
28	40488	077P3516500	2303 WOODS ST	MOORE GARY & MURRA GOODE	2963 MILLER'S POND DRIVE	MEMPHIS, TN 38119	JLS
29	40491	077P3516500	2303 WOODS ST	MOORE GARY & MURRA GOODE	2963 MILLER'S POND DRIVE	MEMPHIS, TN 38119	JLS
30	40492	077L3606000	406 LUMPKIN AVE	MEZA ROBERTO H	4264 BUTLER ROAD	TUPELO, MS 38801	SB
31	40493	077L3606100	404 LUMPKIN AVE	MEZA ROBERTO H	4264 BUTLER ROAD	TUPELO, MS 38801	SB
32	40494	087U3500101	N EASON BLVD	MATTHEWS REALTY INC	P O BOX 430	PLANTERSVILLE, MS 38862	RS
33	40495	113E0605600	904 CHICKASAW TRL	LIMINAL SPACES LLC	2521 GREENRIDGE DR	BELDEN, MS 38826	RS
34	40496	113E0605700	906 CHICKASAW TRL	SGP REAL ESTATE LLC	P. O. BOX 2066	TUPELO, MS 38803	RS
35	40497	113E0605800	908 CHICKASAW TRL	MORGAN PROPERTY INVESTMENTS LLC	5943 PURNELL RD	BELDEN, MS 38826	RS
36	40498	113E0605900	910 CHICKASAW TRL	JJA ENTERPRISES LLC	3702 OLD OAK RD	CORINTH, MS 38834	RS

Preliminary Lot Mowing Report for 5/17/2022

Item # 9.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
37	40502	113J0700700	915 CHICKASAW TRL	LIMINAL SPACES LLC	2521 GREENRIDGE DR	BELDEN, MS 38826	RS
38	40503	113J0700800	917 CHICKASAW TRL	ASTERS JOHN T & CAROLYN	2930 N HOLCOMB DRIVE	MARTIN, GA 30557	RS
39	40504	113J0704200	1006 CHICKASAW TRL	DOYLE KEVIN & TONI GOUGH	924 GRANT ST	TUPELO, MS 38801	RS
40	40505	113J0704100	1008 CHICKASAW TRL	VAUGHN TONI M	1008 CHICKASAW TRAIL	TUPELO, MS 38804	RS
41	40507	113J0702200	1103 CHICKASAW TRL	DOWNTOWN PARTNERS LLC	P O BOX 1095	TUPELO, MS 38802	RS
42	40508	113J0702300	1105 CHICKASAW TRL	ASTERS JOHN T & CAROLYN	2930 N HOLCOMB DRIVE	MARTIN, GA 30557	RS
43	40513	084N1904201	1749 N GREEN ST	ENIS JERRY	117 BENTGRASS CIR	SALTILLO, MS 38866	SB
44	40514	084N1904703	1808 N GREEN ST	CLEVELAND PROPERTIES LLC	1879 N COLEY RD	TUPELO, MS 38801	SB
45	40515	084N1904600	1720 N GLOSTER ST	VICTORY PROPERTIES LLC	730 ALABAMA ST	COLUMBUS, MS 39702	SB
46	40516	089B3006200	1209 N GREEN ST	WITHERSPOON DOOLIE & MOZELLE	1209 N GREEN ST	TUPELO, MS 38804	SB
47	40517	089B3006200	1209 N GREEN ST	BOBBY LEE STUBBS	2899 GREEN TEE ROAD,	TUPELO, MS 38801	SB
48	40521	105D1502400	2922 BEASLEY DR	TURBO PROPERTIES LLC	208 N GLOSTER STREET	TUPELO, MS 38804	RS

Preliminary Lot Mowing Report for 5/17/2022

Item # 9.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
49	40522	105D1502600	2954 BEASLEY DR	GRAB THE MAP LLC	1013 W MAIN ST	TUPELO, MS 38801	RS
50	40523	105D1507800	TONY MOORE RD	WILLIAMS MARIA	203 LAWNSDALE DR	TUPELO, MS 38801	RS
51	40524	106A1407100	TONY MOORE RD	OSBORN RANDAL	2010 HIGHPOINTE DR APT 184	BRANDON, MS 39042	RS
52	40527	105H1500600	3253 BEASLEY DR	TUCKER JAMES L & ELNOIS R (LE)	271 COUNTY ROAD 1467	PLANTERSVILLE, MS 38862	RS
53	40528	105H1503200	3347 MEADOW DR	BROWN TRAVARES	3392 CRAIGMONT CIR	TUPELO, MS 38801	RS
54	40529	088J3301500	51 ELVIS PRESLEY DR	AHMED MONA HAMZAH	102 SERENITY CT	BRANDON, MS 39042	RS
55	40530	077Q3611300	1523 REED ST	OWENS THOMAS E	343 WELDON PL	MEMPHIS, TN 38117	SB
56	40531	101B0224700	2317 ENGLEWOOD DR	JOHNSON OLLIE M	2317 ENGLEWOOD DR	TUPELO, MS 38801	JLS
57	40532	077Q3612400	1502 REED ST	SWINEA JAMES (LUCILLE)	421 RD 830	PLANTERSVILLE, MS 38862	SB
58	40534	077R3602900	1143 BRYSON DR A-C	GRAB THE MAP LLC	1013 W MAIN ST	TUPELO, MS 38801	SB
59	40535	089E3009900	621 HIBNER DR	MENDOZA GERARDO LOPEZ	621 HIBNER STREET	TUPELO, MS 38804	RS
60	40536	089E3008700	609 HIBNER DR	CHEN YONG JING & AL F HU	2073 BRIARFIELD DR	TUPELO, MS 38801	RS

Preliminary Lot Mowing Report for 5/17/2022

Item # 9.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
61	40538	077F2612700	1908 W JACKSON ST	LEECH JOHNNY F JR	1107 CLAYTON AVENUE	TUPELO, MS 38804	RS
62	40545	077N3502508	2615 W MAIN ST	BARKERS VILLAGE INC	PO BOX 52427	ATLANTA, GA 30355	JLS
63	40549	089N3100601	123 S INDUSTRIAL RD	ACC TAX SALES PROPERTIES LLC	P O BOX 850001	ORLANDO, FL 32885	JLS
64	40550	101B0214000	401 MONUMENT DR	HATCHWAY PROPERTIES 1 LLC	3100 OLD CANTON RD STE 200	JACKSON, MS 39216	JLS
65	40551	077L3613400	208 ROOSEVELT AVE	CHEESE GRATOR LLC	16000 VENTURA BLVD STE 600	ENCINO, CA 91436	SB
66	40552	077Q3602000	1905 STEPHEN D LEE ST	SHOWCASE PROPERTIES LLC	379 OLD AIRPORT ROAD	PONTOTOC, MS 38863	SB
67	40557	077G2520001	701 GEORGE AVE	SIMPLE REALTY LLC	2005 W MAIN ST	TUPELO, MS 38801	JLS
68	40560	077M3603500	1155 W JACKSON ST	BERNARD KIMETRA	1155 W JACKSON ST	TUPELO, MS 38804	JLS
69	40561	077M3603400	1157 W JACKSON ST	ROBERTS MALLORY B	1157 W JACKSON ST	TUPELO, MS 38804	JLS
70	40562	102D0302000	2628 PEMBERTON AVE	HOWIE BRIAN REED	2628 PEMBERTON DR	TUPELO, MS 38801	DS
71	40563	101B0213900	2006 WAYNE DR	DAVIS MARGO K & STACY C	4381 POOLE RD	WINSTON, GA 30187	RS
72	40564	101B0214001	2005 WAYNE DR	CLARK BRENDA KAY	2005 WAYNE DR	TUPELO, MS 38801	RS

Preliminary Lot Mowing Report for 5/17/2022

Item # 9.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
73	40565	101B0212900	420 LAKEVIEW DR	ACHIEVEMENT PROPERTIES LLC	1434 GUN CLUB RD	TUPELO, MS 38801	RS
74	40568	101B0212500	417 LAKEVIEW DR	WILLIAM MURRAY MORGAN	909 COUNTY ROAD 681	SATILLO, MS 38866	RS
75	40569	101B0213000	418 LAKEVIEW DR	TTLBL LLC	4747 EXECUTIVE DR STE 510	SAN DIEGO, CA 92121	RS
76	40570	101B0211700	516 AUGUSTA ST	POLEN JACQUELINE	603 ROAD 931	TUPELO, MS 38804	RS
77	40571	089E3001700	816 CLAYTON AVE	HENSON SLEEP RELIEF INC	PO BOX 728	TUPELO, MS 38802	JLS
78	40572	077F2615000	705 VASSAR DR	SINGH NIRBHAI	122 LONGHORN DR	TUPELO, MS 38801	JLS
79	40574	077P3510000	214 NANNEY DR	LYONS MELISSA & DENNIS	214 NANNEY DRIVE	TUPELO, MS 38801	JLS
80	40575	112B0400900	709 POST ST	MILLER JANICE	1008 CHICKASAW TRAIL	TUPELO, MS 38801	RS
81	40576	112A0417001	704 POST ST UNIT A & B	LESLEY CAPITAL INVESTMENTS LLC	PO BOX 812	TUPELO, MS 38802	RS
82	40577	112A0412400	904 HILL-N-DALE DR	PILGREEN INVESTMENTS COMPANY INC	123 DR 1322	MOOREVILLE, MS 38857	RS
83	40578	112A0412200	806 HILL-N-DALE DR	PILGREEN INVESTMENTS COMPANY INC	123 DR 1322	MOOREVILLE, MS 38857	RS
84	40579	112A0414100	701 HILL-N-DALE DR	GRAB THE MAP LLC	1013 W MAIN ST	TUPELO, MS 38801	RS

Preliminary Lot Mowing Report for 5/17/2022

Item # 9.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
85	40580	101B0219800	2615 BRYAN ST	WISE BETTH CAROLYN (LE)	2615 BRYAN DR, TUPELO MS 38804	TUPELO, MS 38801	RS
86	40581	101H0106800	916 GARFIELD ST	HNF PROPERTIES LLC	P O BOX 7322	TUPELO, MS 38802	SB
87	40582	101H0107000	912 GARFIELD ST	CARSON JOHN S & MARY W	912 GARFIELD	TUPELO, MS 38801	SB
88	40583	101D0117900	905 HARRISON ST	GRAY BUFFI	905 HARRISON	TUPELO, MS 38801	SB
89	40584	101D0117100	914 HARRISON ST	SANFORD JOHN M & PATTY	914 HARRISON	TUPELO, MS 38801	SB
90	40585	077H2506900	1324 FLETCHER ST	RAY NANCY DYAN	1324 FLETCHER	TUPELO, MS 38804	JLS
91	40586	077P3514700	116 MAYNARD DR	JTM LLC	210 EAST MAIN ST	TUPELO, MS 38804	JLS
92	40587	077P3514600	120 MAYNARD DR	BETTS MARY A	120 MAYNARD DRIVE	TUPELO, MS 38801	JLS
93							
94							
95							
96							



AGENDA REQUEST

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

Request:

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

Demolition of House:

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

Demolition of Accessory Structures on Property:

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

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



April 25, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 40499

Vs.

Alicia Trudel Clark
4826 Hodges Drive
Belden, MS 38826

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

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

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

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

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

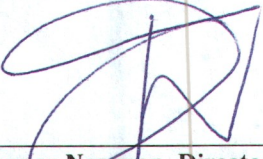
1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **4826 HODGES DR., PARCEL #075S-16-007-00, Belden, MS. 38826**, including building(s) thereon, is in such a state of uncleanness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

- 3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

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

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

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



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







May 3, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 38729

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

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

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

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

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

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

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

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

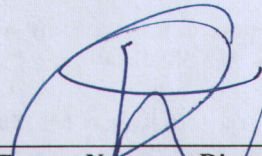
1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **808 ALLEN ST, PARCEL #089J-31-165-00, Tupelo MS, 38804**, including building(s) thereon, is in such a state of uncleanness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

3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, demolishing dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

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

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

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



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





May 3, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 40500

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

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

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

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

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

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

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

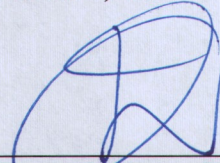
that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, demolishing dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water,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

Item # 10.

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

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

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



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





AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE: May 17, 2022
SUBJECT: IN THE MATTER OF REVIEW/ACCEPT PLANNING COMMITTEE
MINUTES TN

Request:

Review/accept Planning Committee minutes of May 2, 2022.

The Planning Committee took the following action:

- Approved, with two conditions, Application No: FLEX22-02 from 447 East Main Street - Dodge's Store HQ to change, re-establish, expand, alter or make major repairs to a non-conforming use. The two conditions include: the parking lot must be paved and landscaped to current commercial development standards.
- Tabled Application No: MSP22-01 from Flowerdale Commons LP requesting approval of a Major Site Plan for a 46-Unit Apartment Development off Colonial Estates Road in an MUE Zone. The application was tabled pending a traffic study by the developer, redesign to meet building length, and a water management plan to address flooding concerns.
- Tabled, per staff's request, application No: TA22-02 (Text Amendments to the Development Code)

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

CALL TO ORDER

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

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

REVIEW OF MINUTES

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

REPORT ON COUNCIL ACTIONS

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

Old Business

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

NEW BUSINESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TA22-02 Text Amendments to the Development Code

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

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

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

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

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



AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE May 17, 2022
SUBJECT: IN THE MATTER OF REVIEW/ACCEPT LICENSE COMMISSION
MINUTES TN

Request:

Review/Accept License Commission Minutes of April 14, 2022.

The License Commission took the following action:

- Upheld the City's Condemnation Order of a building located at 308 N. Spring St.
- Considered a request from the Homebuilders and Remodelers Association of NEMS to update the City of Tupelo's Electrical Code to allow usage of # 14 Gauge Wire for lighting circuits and switch legs. A motion was made to approve the request, however the motion did not receive a second. The motion died on the floor. No further action was taken regarding the request.



Tupelo License Commission Minutes

Date: 4/14/2022 **Time:** 6:08 pm **Call to Order:** Tony Carroll **Meeting Adjourned:** 7:46 pm

In Attendance

LICENSE COMMISSION MEMBERS:

Randy Hanlon Terri Williams Jay Scruggs Tony Carroll Richard Rhudy
Matt Wiley

CITY OF TUPELO STAFF:

Tanner Newman, Director of Development Services Patrick Reagan, Chief Building Inspector
Ben Logan, City Attorney Stephen Reed, Assistant City Attorney

OTHERS PRESENT:

Jason Shelton Tommy Dabbs Dr. William Simpson Joseph Bonica Kenneth Estes
Rob Harness

Approval of Minutes

Tupelo License Commission Board member Richard Rhudy motioned to approve the minutes of the Tupelo License Commission meeting held on March 22, 2021. Jay Scruggs seconded the motion. The vote was unanimous in favor.

New Business

1. Administrative Decision Appeal – 306-308 N. Spring St

Tony Carroll: We have the Administrative Decision Appeal of 306 & 308 N. Spring St. The applicants of 306 & 308 N. Spring can speak at this point.

Jason Shelton: Thank you. I appreciate the opportunity to be here today. Uh, so for the first time, I was just handed this about 2 minutes ago, and so I'm trying to figure out the information here. Of course, this condemnation occurred March 18th, of this year. The demolition of 306 N. Spring St, which is owned by Dr. Bill Simpson, who is here on the front row. And, um, impacted, perhaps, the building 308 N. Spring St, which is what we are here for today. Immediately upon learning of that, I sent the Mayor, Mr. Newman, Mr. Reagan, Mr. Logan, Mr. Reed, other city officials messages that what's being done is not legal and that the city does not have the authority to do this, you're not following the proper procedures to condemn a building.

Certainly the city has the authority to condemn a building, but the city does not have the authority to just walk up and slap a condemnation sticker on the front door. Which is, essentially, what happened here. There's a few photographs but there was no inspection, certainly no inspection by a qualified individual to perform a structural engineer examination to make a determination at the building is unsafe or unfit for occupancy. So

that was put on the door Friday, the 18th. I immediately alerted the city officials that it was inappropriate. I asked for the legal authority of why we are doing this. The following week, uh, they drafted a new condemnation order and stuck it on the door that contained more appropriate language that followed some of the codes that were required. But no additional work was done. It's my understanding that Mr. Reagan took a few photographs on the 18th and then stuck, a not even official placard, a made up placard on the front door. And then came back with official placard the next week.

Now I don't know Mr. Reagan's qualifications, um, he was an employee for a period of time while I was Mayor and he came back recently with, not my understanding, that he is an engineer. I don't know his title now. I have asked repeatedly over the last 30 days for his certifications, for his license, for his background which would give him the expertise to make a determination, especially the determination of a peripheral walk around and take pictures that a building is unsafe for occupancy.

So I asked for all that, in the last 30 minutes, Mr. Logan, the last 45 minutes or so, has sent me a series of emails, like I said, I essentially got this packet 5 minutes ago. I'm trying to work my way thru it. Uh, there was a, uh, about an hour ago, after again, I've made email written FOIA request to the city for the last 30 days, uh, for all these reports, for all this documentation, for all that. I've gotten a bit of communication from Mr. Logan the last 30 days. Um, today, about an hour ago, for the first time, I got an initial report from Mr. Reagan that's handwritten.

I don't, um, you know, that's the first time I've seen it. But, Mr. Doctor Simpson here on the first row, he can speak to it better than I, it's my understanding, he did not receive that either. And so we are here for a couple of different reasons. One, I have an issue with the condemnation itself. The placard that's still, to this day, on the front door, that I submit is not there legally, um, to prohibit a law firm from operating. Mr. Joseph Bonica is here on the front row, representing the law firm, formally my brother's law firm, that is now owned and operated by representative Tommy Reynolds. My interest is essentially a sublease from Dr. Simpson to the law firm. Uh, so that's my first issue with the condemnation itself. I will submit that even though the city has the authority to condemn a building, for example, like Mr. Newman can't just walk up and put, legally, put a condemnation order on the front door of the building. Even though that happened. Uh, and the same thing here, Mr. Reagan is, the City's, from my understanding, the Chief Building Inspector, that's the title. Which is still, what I would submit, you still have to have those qualifications. You can't just get a job title and then all of a sudden be qualified to give an engineering report. And I'll submit those things have not been done.

The city did not provide opportunity of notice that is required. And this gets me to the second point, which is, I'm a little bit behind the 8 ball right now, for the information that has been given in the last hour. Now Dr. Simpson is here and he can speak for himself, I won't speak for him, but the second issue that we are here for is the opportunity to correct the issue itself. But those issues are simply 306 was demolished after some rafter were into the, uh, the brick and mortar on the adjoining wall of 306, and took those out and left some gaps, um, so there are potentially some code violations that are certainly things that needs to be fixed. Those, with the city, we haven't gotten any code violation ticket and didn't mention that we violated the code or anything like that. Uh, so, the fact that there might be a code violation is not one in the same that the building is unsafe for human occupancy in this case, unsafe for this law firm to continue to operate. And so, that again is back to the first issue and the second issue is, the opportunity to fix the problem. The first placard was nothing, the second placard was, that they put on there, contained a stop work order. So not only, did the city put an unlawful condemnation order on the building, they said you can't do any work on the building. Which is nonsensical. I mean, that is just not how it works in America. You can't just take somebody's building and say you can't fix it. There's no possible way that's legal, so again, Mr. Tommy Dabbs is here. I thank him, he came out there Saturday, from my understanding he tried to call Mr. Reagan. He can speak as well. They had some conversations that to my understanding, is that Mr. Reagan told him what his concerns were for the building. And Mr. Dabbs and his son, inspected the building and gave an engineering report on what's fixed and how to

fix it and that type of thing. Work that to my understanding, would take a day, two days max to fix, as we can get the materials. You are talking about minor repairs, a little bit of masonry work, uh, a little bit of brason and potentially lowering the brick wall, again, from 306 N. Green St, not 308 N Spring St. The wall, the building on 308 N. Spring St, it is my understanding there are no issues with that. I haven't been, as a matter of fact, I have not been made aware of any issues with the building or that brick at 308. The issue is that the remaining portion of the wall of 306 is higher than 308. What Mr. Newman said, in the newspaper, was that a high wind would snap it off. We've had 30 straight days of high winds and tornados coming thru. So, the issue, the second issue I keep trying to make a point, is does Dr. Simpson have the authority to go out there today and do these repairs?

So, one, uh, in the first issue, the condemnation itself was not lawful. The city did not follow the proper notice of due process, uh, the requirements, and have a structural engineer to inspect the building, uh, so the condemnation itself should be done away with. And the alternative, we need to make sure we can fix it. So, some of the things that Mr. Logan just sent me, uh, I read that to say that not only do we have that authority, but that we've had that authority possibly since March 18th. This order, excuse me, this inspection report, is hand written, I'm assuming by Mr. Reagan that showed up about 5 o'clock this afternoon for the first time, says Dr. Simpson, uh, these are the issues with the building and you just have to get them fixed. Uh, there appears to be an email from Mr. Newman to Dr. Simpson, I believe on March 29th, I'll have to go back and look. Uh, and I think who he refers to as Dr. Phillips, but it's Dr. Simpson. Um, saying based on Mr. Dabbs', uh, report that we submitted, and then made a supplementation, um, March, 29, that you can do the work.

It's my understanding that Mr. Newman and Dr. Simpson have had other conversations, they can both speak to those conversations. But we're here, right at a month after an unlawful condemnation took place of the building and a stop work order was put on the building. Um, and, there's confusion about whether Dr. Simpson can do those repairs.

And, you know, I've done the appeal because familiarity with it and because it's more important that Dr. Simpson has a good working relationship with the mayor and Development Services than it is for me to have a good working relationship with them.

I'm seeing firsthand, for the first time in my life, what it's like to fight city hall. What they say about that, is that's just unfortunate. We need clarification as to, can he make these repairs. If he can make these repairs, I'm not going to say simple, because I'm spending someone else's money, it's as simple as the person out there with the materials to fix it. Like I said, it's going to take a day, day and a half, but now, uh, to get that work. So I hope that makes sense. It's too separate issues. Of all the materials that I've seen, uh, there is nothing, from a qualified individual, that has the license, the certification, the education, the training, um, such as a structural engineer. No one, that I've seen, and they'll have an opportunity to present it, has said that 308 is actually unsafe for occupancy. Uh, so, that's a huge issue. Back to the originally condemnation, and I don't mean to disparage Mr. Reagan, I've known him since I became Mayor, I've had interactions with him, he's got the title of Chief Building Inspector. Um, and that's great. I'm sure the city attorney, or Tanner or Mr. Reagan will say, well I'm the Chief Building Inspector, I'm the Code Official for the city. In the 2018, which my administration adopted for the city, says the Code Official has the authority to these things. Um, I think we need to get further back into that 100 and whatever page document that talks about who the code official is, the requirements, the expertize, the training, the license of that nature. The long and short of it is my appeal is of the condemnation itself. I respectfully request of the committee that you grant my appeal of and overturn the condemnation itself, and let these lawyers and their staff get back in there and work. You've got, uh, around here we talk about second amendment a lot. This brings up the 4th amendment, the 5th amendment, 7th amendment, 8th amendment, 14th amendment of due process rights, illegal taking of a business. Very familiar with eminent domain. Get into all those issues, um, really for no reason. This type thing has never happened

in my lifetime in the city of Tupelo. You don't just stick condemnation orders on businesses in the city Tupelo, property owners, business owners.

I guess it's okay to pick on the former mayor, but you are also picking on a person that's spending a ton of money to development downtown Tupelo and a law firm and folks who are trying to make a living. Those, that would be my first issue on the appeal, would be to overturn the condemnation itself, because proper procedures were not followed and individual lacked the proper expertise and credentials and, uh, and again no inspection of the building was done. Walking around the outside of the wall by the Chief Building Inspector and walking around the wall and saying "well, that doesn't look good", anybody can do that. That doesn't mean that that leads to a condemnation order on an adjoined building to shut down a law firm that's operating. The other, again, is just the clarification of "Can Dr. Simpson do this work?" The materials that I've been provided the last 30 minutes, indicate that he can do that work and could have done that work since March 29th. And again, give Dr. Simpson the opportunity to speak, um, my understanding, his understanding is that is what we are here to learn tonight. Um, can we fix the building then let these folks get back to work and go about being productive citizens in the City of Tupelo. Um, I don't know the procedures of this hearing. I don't think I've ever sat in on one. I'll be glad to answer any questions, if you have questions of me. Again, Mr. Simpson's here, Mr. Bonica's here, Mr. Dabbs is here if the committee wants to hear from any of them as well.

Tony Carroll: I think we would like to hear an Engineering report, if you've got that.

Jason Shelton: Mr. Dabbs I think if you have a copy.

Joseph Bonica: "I do have a copy. I just have one copy. Do you have a copy of this? I have one copy if anyone wants it."

Jason Shelton: There's the original then we did a supplementation of it. It's in the packet.

Ben Logan: Mr. Chairman, if I may, can I address the Commission?

The, if we can, the city intended to give their report following the appellant coming before the commission tonight, and I think we can work thru some of these documents and kind of clear up what has transpired over time with this building. And then we can review these documents if we need to ask questions. I think that the appellant and the city would be able to ask questions of anybody and that ya'll call upon to do that. Would that be a fair way to go forward?

Jason Shelton: I'll sit down and uh, Dr. Simpson, if you want to address the committee.

Dr. William Simpson: I'm a former Alderman of the city of Okolona. I've experienced many long meetings. And suffered thru many long meetings, so I'll make this short and sweet. I just want to, I'm not sure exactly why I'm here, but I understand it's to get an official stamp on the approval to move forward on the repairs of the building, and that's why I'm here. Any questions?

Tony Carroll: I think we're getting a little bit updated right now on this report.

Ben Logan: Mr. Chairman, the city would like to proceed.

Tony Carroll: Please. Wait just a second. I want to hear everything the appellant has to say. If they have more comments I'd like to hear it.

Joseph Bonica: Thank you. So, Um, sorry to interrupt. Ladies and gentleman, thank you very much for being here. I just want to point out quickly, um, ...

Tanner Newman: Could you introduce yourself?

Joseph Bonica: I'm sorry. My name is Joseph Bonica. Which is B-O-N-I-C-A. Kind of an unusual name. I work for Tommy Reynolds Law Firm. In Charleston, but also purchased the John Shelton Firm, um, recently. And we are leasing 308 and from Mr. Jason Shelton, who is subleasing from Dr. Simpson. So, I believe that we would all have some interest in this. But I would just like to point out Mr. Shelton noted that there were issues with the procedure. And I would like to quickly point out what some of those issues were. You need to have a hearing to determine if the building is unsafe. Not as an appeal hearing as this is but as a hearing attached to the original Notice of Condemnation. It has to be, it has to be held within 10 to 30 days of the posting of any notice. And, if I even go back, such hearing has never been held. It's never been suggested. This is called an appeal, an appeal hearing, but it cannot be an appeal hearing because there was not a hearing to appeal. The rules from the International Building Code, you know, are quite clear on this. And I know to many people, this might now seem important but to attorneys this is extremely important. If we even go back a little bit further, before there's any notice was posted on the door, people with an interest in the building, all of whom were very easy to find, need to be personally served. So there needs to be personal service, there needs to be an initial hearing to determine the state of the building and the accuracy or veracity of the complaint. And none of that was done.

Now, I would personally say that this should not be considered an appeals hearing. I would consider this an extraordinary hearing. The time of giving notice of the original hearing has passed. If you were to ask my opinion, I would say that the original notice was void from the get-go. Because it had to be proceeded by personal notice and it had to be followed quickly by a hearing. Without doing those, those are, that's the heart of the rules. And, um, I just wanted to point out what was supposed to happen. Does anybody have any questions about the rules of hearings, the rules of appeals on, um, from the International Building Code of 2018, which is what Tupelo uses. Or any comments on this. Thank you, I just wanted to point that out.

Tony Carroll: Mr. Logan.

Ben Logan: Thank you, sir. Commission, I believe you have a packet of materials before you, we tried to arrange this in chronological order. And we will try to get thru this with some expediency. I would ask that the city's first speaker, or witness so to say, would be Mr. Tanner Newman, to give the staff summary of the actions that are before you today. We will look thru the packet in order to give you a better idea. I don't know if anybody's gone down there to look at this. I think we have plenty of photographs. I don't want to dispute

my former boss and good friend, but on March 25th he had most of this material. Except things that have been generated since then were sent to Dr. Simpson and to Mayor Shelton in an email. Some of the documents may not have been provided, but those documents do relate to the International Building Code and International Existing Building Code. We'll kinda get into that as why there's a difference there. I think on both of those codes, the building code, which is new construction, and the Existing Building Code is for existing buildings. Both have provisions about imminent danger to a building. And we will talk about that a little bit. It gives a little bit of a different time line than going out and giving 30 days for this or extended periods of time. Mr. Reagan will be able to qualify himself as well as tell you why he made the recommendations that he did on March 18th. So, if we may proceed, I'll call Mr. Newman to give the city's staff summary on this issue.

Tanner Newman: Yes, I would like to start by making two points. One, the condemnation process that was followed here was the same process that was followed for eight years under the Shelton Administration. These condemnation letters, the only difference would be the name and address on the letter or on the placard along with the details of the exact issues with that property. Secondly, I would note that the Tupelo Code of Ordinances in Chapter 7, designates the City of Tupelo Building official as the Director of Development Services and allows the director to allocate those functions to building inspectors or code enforcement officers that they see fit. I want to clear up those two items.

Start from the beginning on how we got here today. In October, the city completed an inspection of 306 N. Spring St. That inspection was conducted by City Building Inspector, Lynda Ford. That will be the first document in front of you, outlining the issues with the property along with photos of the property at that time. That initial inspection and condemnation was issued on October 7th of 2021. A copy of the October 7th condemnation letter, with photos, was properly provided to the property owner at the time. Mr. Shelton initially appealed that Condemnation Order for 306 N. Spring, but ultimately agreed to a continuance. You'll see there is a Contract for the Sale of Real Estate provided in the agenda packet.

Ben Logan: Stop right there for a minute, if you will. Can you give us a little bit more detail on that? The condemnation order of 7 of October 2021- that was for which building? 308 or 306?

Tanner Newman: That was specifically for 306 N. Spring. And we also included the Parcel numbers on there to be clear about that.

Ben Logan: And 306 is the building that has, since, been partially demolished?

Tanner Newman: That's correct.

Ben Logan: Alright. And we've kind of bounced around different codes, the International Building Code. I've mentioned the International Existing Building Code. Was there a different building code that we referenced in October 2021?

Tanner Newman: In October of 2021, the condemnation of 306, you had 2018 International Property Maintenance Code that was referenced in that Condemnation Order. The one for 308 invokes the 2018 International Existing Property Maintenance Code. Both apply.

Ben Logan: That 306 building, was it occupied at the time?

Tanner Newman: 306 was not occupied.

Ben Logan: And did you give the owner of the building a period of time to correct any violations indicated in the Condemnation Order of October 7, 2021?

Tanner Newman: Yes, we did.

Ben Logan: And the photographs, after the condemnation order, looks like 1...2...7 photographs after that. That was the building at 306 N. Spring Street on or before October 7, 2021?

Tanner Newman: There's actually 14 photos. And the 14 photos do represent 306 N. Spring Street prior or on October 7, 2021.

Ben Logan: I stand corrected. I was counting pages.

Tanner Newman: Understood.

Ben Logan: And from that decision of the Code Official, the owner at the time, Mr. Jason Shelton, appealed that matter in the appropriate amount of time, 20 days, under the International Property Maintenance Code to this License Commission.

Tanner Newman: That is correct.

Ben Logan: The next document in the file after those pictures, is a Notice of Call for Special Meeting. We did not have that meeting, uh, Mr. Shelton appealed that meeting. Not appealed, but agreed to we continue that matter. What was the reason for continuing that matter in November 2021?

Tanner Newman: If my recollection, is correct, Mr. Shelton was in the process of selling the property to Dr. Simpson. And the city agreed to the continuance to allow that sell to go thru.

Ben Logan: So you were working with Mr. Shelton at the time so that he could market this property?

Tanner Newman: That is correct.

Ben Logan: The Contract of Sell of Real Estate is the next document. I believe, that Mr. Shelton provided that to us. Do you know when he provided that to us?

Tanner Newman: Mr. Logan, I don't have that exact date in front of me but I do know that the Purchase Agreement was dated November 3, 2021 and it would have been, I believe, sometime between November 3rd and November 30th - which is when the sell was complete.

Ben Logan: Alright. And that outline determines the sale of the property. Was any action taken on the property subsequent to that sell under that agreement? What was the next thing that occurred on 306 N. Spring?

Tanner Newman: On February 1, 2022, CMS Construction applied, with the City of Tupelo, for a Demolition Permit for 306 N. Spring Street. This application was submitted on behalf of Dr. Simpson, who by that point, was/is the owner of 306 and 308 N. Spring.

Ben Logan: And what was the result of that application? What steps had to be taken and what were the results?

Tanner Newman: The applicant submitted the application with the city on February 1st, and the Asbestos Report was submitted to MDQ, Mrs. Lynda Ford, one of our Building Inspectors, assisted the contractor in the process of having MDQ information submitted so that all the proper steps were taken by the contractor and by the city to ultimately issue that demolition permit on February 24, 2022.

Ben Logan: Was there any review by the MS Department of Environmental Quality for asbestos or other contaminant type issues?

Tanner Newman: Yes, we did receive a letter back from MDQ stating that the demolition could proceed.

Ben Logan: And I believe that the next document is the Demolition Permit that was issued to CMS Construction on behalf of Dr. Simpson.

Tanner Newman: That is correct.

Ben Logan: Do you know when the demolition commenced?

Tanner Newman: I do not have the exact date but it would have been, roughly around a week after the permit was issued.

Ben Logan: And these, to this point, these records that we have reviewed are maintained as normal course of business for the city of Tupelo and the conduct of its building inspections and Development Services affairs?

Tanner Newman: That's correct.

Ben Logan: I believe the next involvement we have, I need to talk with Mr. Patrick Reagan. Patrick, there's been some discussion about your qualifications as a Building Inspector. Have you previously worked for the City of Tupelo as a Building Inspector?

Patrick Reagan: Yes. From 2000 to 2016.

Ben Logan: What sort of experience do you have with building inspections or around the construction business?

Patrick Reagan: Well, my experience in construction started when I was about 12 years old. I've worked in construction since then and around it. I obtained a degree from ICC in Engineering Technology. After obtaining that degree, I worked for Tommy Dabbs for a little over 8 years. When I left Mr. Dabbs, I was actually the Office Manager. I assisted Tommy in all realms of engineering, inspections, testing, drawing plans. Started my work with the City of Tupelo as a Building Inspector. I had prior certifications in the Property Maintenance Code and Residential Building Code. That has since lapsed since I left building inspections for about 5 years, those certifications lapsed. Like I said, 16 years and my time with Tommy Dabbs.

Ben Logan: You said you left in 2016. Were you here when the Chief Building Inspector, Mr. David Womack passed away?

Patrick Reagan: Yes, sir.

Ben Logan: Mr. Shelton was the Mayor at that time?

Patrick Reagan: Yes.

Ben Logan: And were there any questions about your credentials during that time to be a Building Inspector?

Patrick Reagan: No.

Ben Logan: Were any discussions had between you and the former Mayor regarding the open position for David Womack's job?

Patrick Reagan: I don't recall any specifically with the Mayor, but Shane, which was the Director then, offered myself and Jimmy Farnham the position of Chief Building Inspector. Basically at the time, neither one of us wanted it. Jimmy ended up with it. Like I said, I was offered the position, at the time, as Chief Building Inspector.

Ben Logan: And your involvement, I guess your first involvement with 306 N. Spring was?

Patrick Reagan: My first involvement was, I believe, would have actually been on 3/18. Tanner talked to me and said Dr. Simpson called in regards to the stability of the remaining wall of 308- the shared wall. I spoke with the demolition contractor. Went out and did a drive by and noticed, basically there was wall left from 306 that had not been removed. I talked to the demolition contractor and he advised that they left the wall because he did not feel it was safe to remove it without causing additional damage to 308. He felt like if he removed any more of the wall then 308 would collapse. So I talked to Dr. Simpson, I asked if it was alright if I went out there and looked at it and he said yeah. I asked if I could go into the building and he said he does not have a problem with that as the owner of the building. As far as I knew, Dr. Simpson was the owner of the building and the only relevant party to this conversation. After the inspection, I noticed, as the pictures will show, serious structural concerns with the building. I don't believe, Mr. Shelton even alluded to this, you can look and see the problems. You don't have to be an engineer to look and see that the building, the wall is leaning. I talked to Dr. Simpson about it and that I did not feel like it was safe for people to be in 308 until that old wall was stabilized. What wasn't being used needed to be removed. The wall stabilized and the building being made back weather-tight. There are holes in the walls, directly into the existing building. You can stand outside and look in and see the framing. I followed up with yourself, Tanner and the Mayor. I felt like we needed to put that in writing that we did not feel it safe to have people in that building.

Ben Logan: We'll get into the pictures in just a moment. I believe this is 308, as I understand it.

Patrick Reagan: Yes, 308 is the building still there.

Ben Logan: 306 went North up Spring Street and adjoined this wall. Are there two separate walls there?

Terri Williams: It's a party-wall.

Patrick Reagan: No. It's more or less a party-wall. The wall from 306, which is the building demolished, adjoined 308 and was a common wall.

Ben Logan: So you had, just as this board here and everything, you had parts of that parapet on 306 which was already much higher?

Patrick Reagan: Yes.

Ben Logan: That overhung the roof of 308.

Patrick Reagan: Yes.

Ben Logan: And these rafters that went thru, you can see where those rafters went thru both buildings here. Partially removed party wall?

Patrick Reagan: Yes.

Ben Logan: Did you prepare an inspection report at that time?

Patrick Reagan: Yes, I did.

Ben Logan: And I believe that you have a copy of that inspection report?

Patrick Reagan: Yes, sir.

Ben Logan: Can you relay, to the Commission, the highlights of that report?

Patrick Reagan: As stated in the report, I believe you all have a copy, that any portion of the wall that was remaining of the 306 building needed to be removed. The portion of the wall that is structurally supporting the remaining building of 308 needed to be made structurally sound. It is not, it does have holes thru it. It's in pretty poor shape. Needed to be made weather-tight. Other two items on the report where just there's some dry wall, basically cleaning up the demolition. Items one and two, I felt like needed to be completed to make the building at 308 safe to occupy.

Ben Logan: Did you placard the building or anything at that time?

Patrick Reagan: I did that.

Ben Logan: There's been some discrepancy or some communication before the Commission that there were two different Condemnation Orders?

Patrick Reagan: Yes. The original placarding was done after business hours on a Friday afternoon. It was a Condemnation Order that was available to me at the time. The following, I'm not sure of the date, the following week, we revised that with a more current Condemnation Order with placard and the building was re-placard with the updated version.

Ben Logan: And is that new placard, the substance of that placard, did it come from the Condemnation that is next in the agenda there?

Patrick Reagan: Yes.

Ben Logan: And the placard was provided to the owner of the building at that time, Dr. Simpson.

Patrick Reagan: Yes.

Ben Logan: By email, letter?

Patrick Reagan: Tanner would know that.

Tanner Newman: Email.

Ben Logan: I believe there were two things that were addressed and that being what you just described. Also, what about the further demolition of the building, what did you do regarding that?

Patrick Reagan: I'm not sure I follow.

Ben Logan: Did you place a Stop Work Order on the building?

Patrick Reagan: Yeah, there was a Stop Work Order placed as far as in that condemnation letter.

Ben Logan: I believe in the packet we have a copy of the relevant provisions that were cited in the Condemnation Order, section 113, 115 & 116, I guess 114 as to the Stop Work Order, of the International Existing Building Code. This as to the 306, to put a Stop Work Order on the demolition of 306. What were the code sections that you relied on for 308?

Patrick Reagan: The one that I placard that evening? I placard using Section 115. And I felt like the building was in an imminent threat to the occupants of the building and required immediate action to ensure public safety and the safety of the occupants of the building.

Ben Logan: And on those emergency measures of danger, what sort of period is afforded to those folks that have an occupancy in the building being in imminent danger?

Patrick Reagan: Well, this appeals process. I relayed to Dr. Simpson that if we could get a structural engineers report on the building with a plan of action to make the building back safe and in compliance with, which he provided us with a report from Dabbs Engineering, which I was in agreement with- the plan of action to fix it. I believe he was in agreement with us, the wall was unstable and needed to be stabilized and he had a plan of doing that.

Ben Logan: Looks to be eight pictures you took on March 18th of the building.

Patrick Reagan: Yes.

Ben Logan: I guess the first picture is on the south, facing the North wall, party-wall of 306.

Patrick Reagan: Yes.

Ben Logan: The second photograph, in the packet, is of the Northeast corner of 308?

Patrick Reagan: Yes.

Ben Logan: A setback of the next picture of the wall there, a wider building, and is that 308, in that third picture?

Patrick Reagan: Yes. And the remaining section of the wall is 306.

Ben Logan: Looks like a closer picture of 308 and then finally the Northeast end of the South facing of 306 and finally the north wall of 308.

Patrick Reagan: Yes.

Ben Logan: I believe the next placard, you stated you placed on the building at a later date than March 18th after discussing that with Dr. Simpson. Looks like we have a Notice of Appeal on Friday, April the 8th. A Notice for Hearing for the License Commission and then the Dabbs Engineering Report. Have you reviewed Tommy Dabbs report on the building?

Patrick Reagan: Yes.

Ben Logan: We can certainly ask Mr. Dabbs, the Commission can as well. As far as your assessment of this report, how did it compare with what you were seeing on the building?

Patrick Reagan: It fell in line with what I was seeing. I believe if I followed, it would make the property safe to be occupied.

Ben Logan: Has there been any work done on building since that report came in on March 24th?

Patrick Reagan: Not that I'm aware of.

Ben Logan: Did we get the report on March 24th?

Patrick Reagan: Tanner?

Tanner Newman: We received the Dabbs Engineer Report on March 28th, provided by Mr. Shelton. So 4 days after the report was conducted.

Ben Logan: And did you have any discussions with Dr. Simpson regarding releasing that Stop Work Order in order to make these repairs?

Patrick Reagan: I was asked if I had a problem with releasing the Stop Work Order. Tanner asked me and I said that I did not. I believe Tanner communicated back with Dr. Simpson. I've not had any further communications with Dr. Simpson.

Ben Logan: And has there been any work done on the 306, as it impacts 308 safety since the engineering report or Condemnation Order?

Patrick Reagan: None that I'm aware of.

Ben Logan: Do you know if the occupants continue to work since that time?

Patrick Reagan: I do not.

Ben Logan: Have you made any efforts to go out there and check on that? Run them off if they are?

Patrick Reagan: I have not.

Ben Logan: The last set of pictures, I believe, you didn't take those?

Patrick Reagan: No.

Ben Logan: Mr. Chairman, if I could now address Mr. Newman to finish out.

Tony Carroll: Please do.

Ben Logan: The 4/13 photographs from this week, who took those photos Mr. Newman?

Tanner Newman: The photos taken on 4/13/22, were taken by Mrs. Lynda Ford. One of the city's Building Inspectors.

Ben Logan: And she took these as part of her duties as one of the City Building Inspectors for the City of Tupelo?

Tanner Newman: Yes, sir.

Ben Logan: Do they depict both of these buildings as they currently exist or existed on 4/13/22?

Tanner Newman: That is correct.

Ben Logan: Has there been any work done on the building since the Stop Work Order has been released?

Tanner Newman: These pictures reflect that there has been no work conducted since the Stop Work Order was released.

Ben Logan: Have you been out and observed anyone working there since the Condemnation Order was entered?

Tanner Newman: I have not witnessed anyone working on the property.

Ben Logan: Well as far as anyone working in 308?

Tanner Newman: I have not been out to see.

Ben Logan: Did you communicate with Mr. Shelton, myself, or Dr. Simpson regarding releasing that Stop Work Order?

Tanner Newman: Yes, on March 29th, Dr. Simpson met with myself and the Chief Building Inspector, Patrick Reagan, following our review of the Dabbs Engineering Report and the Stop Work Order was lifted at that time. We made Dr. Simpson aware of that and agreed that the work that was recommended in Mr. Reagan's Inspection Report along with the Engineering Report, which seems to line up, we agreed that that work could take place on the current Demolition Permit that Dr. Simpson or CMS Construction have with the city on 306 N Spring Street. I followed up with Dr. Simpson on April 12th, just to follow up on our conversation. I followed up in an email relaying the same information.

Ben Logan: Mr. Newman, are you familiar with the procedures according, adhering, under the International Existing Building Code, when emergency measures or immanent dangers are present?

Tanner Newman: Yes, sir.

Ben Logan: And what are those?

Tanner Newman: If an emergency is declared by the Building Official and a Condemnation Order or a Stop Work Order is issued, the 2018 International Existing Building Code states that the property owner or tenant has 20 days once they submit an appeal to the License Commission, the city has 20 days to afford that hearing.

Ben Logan: And this hearing here, is conducted under those timelines?

Tanner Newman: That is correct.

Ben Logan: Is it 20 or 14 on the actual hearing? After the appeal is filed, how many days do you have?

Tanner Newman: I believe 20.

Ben Logan: That's all I have for Mr. Newman at this time. I wonder if I can impose on Mr. Tommy Dabbs to talk about his report. Mr. Dabbs, did you conduct a structural engineering inspection and recommendation on 308 or 306 N. Spring Street?

Tommy Dabbs: Let me get where you can hear me.

Ben Logan: I'm sorry. Did you conduct an inspection on 308, what was left of 306 N. Spring Street?

Tommy Dabbs: I did.

Ben Logan: What were your recommendations on that?

Tommy Dabbs: We felt the remaining part of the wall that was demolished needed to be lowered down to the level of the existing structure- 308. For one reason- with it sticking up above, it could break off. As a matter of

fact, there was loose bricks laying on top that could fall off into the street. And we thought take that do on the inside when the new roof was put on there are some trusses that are sitting on the wall that need to be attached to the wall to keep it from blowing off. There were holes on the side where the joist went thru to the old building. Those need to be patched up, sealed up in some faction. To my understanding, this building is to be demolished in a couple of years anyways, but we wanted to make it safe enough to use for that period of time. Our opinion is, that if it was taken down to that level, bring the trusses down, fill in the holes on the side, it would be safe to use.

Ben Logan: And you would have no problems with us allowing to remove the Condemnation Order at that point, once the measures were taken?

Tommy Dabbs: That is correct.

Ben Logan: That is all I have.

Jason Shelton: Mr. Carroll, we would have a little bit of a rebuttal. Dr. Simpson and I will speak very briefly.

Tony Carroll: Okay, you've got five minutes.

Dr. William Simpson: This is not a rebuttal. I just want to be sure everything is clear. If I follow the engineering report repairing this building, I have the okay to go ahead with the repairs?

Tanner Newman: As relayed in the email, the city has removed the Stop Work Order to allow these repairs to be made and once those repairs are made, then a follow up inspection would occur. Which is standard operating procedure. And at that time, if all the items that have been laid out that need to occur, if they've occurred and the building is found to be structurally safe, then yes, the Condemnation Order would be removed.

Dr. William Simpson: Okay. Thank you.

Tony Carroll: Is that your plans?

Dr. William Simpson: Yes. Does anyone have any questions about the building while I'm here?

Terri Williams: I do. I have one for Tommy, if I may. Tommy, when was the building built?

Tommy Dabbs: When was it built? I don't know.

Terri Williams: Is it a wood frame building or a masonry building that was built using, say you have joist and you have...Am I fair to say what you've given is an observation report verses a specific structural evaluation report?

Tommy Dabbs: It was a visual observation report.

Dr. William Simpson: That type of construction ended around 1940.

Terri Williams: I understand. I'm familiar with that type of construction and also, unfortunately, the is not superglue.

Dr. William Simpson: It's not the brick. It's the mortar.

Terri Williams: No sir. I'm afraid I'm out of order here in terms of my opinion here. I'm very concerned about the safety of the building and that's just the bottom line. Because the winds that came, so far haven't turned it down. There's not a lot of structural. And Tommy, I understand an observation. But when you are looking at whether you have the proper ties and mortar that's missing throughout a brick veneer, and that brick is supposed to be built, I guess its 2 brick width....

Dr. William Simpson: Three brick.

Terri Williams: Is it three?

Dr. William Simpson: It's three. Until it gets to the original roof line of 308. When they built 306, they put one single on top, but three brick underneath it. That three brick construction is fairly strong.

Terri Williams: I understand what you are saying, but during an observation report, you don't necessarily observe the structural mortar between the brick. And you don't have any reinforcement of the building in that time frame within that structure, so literally it's just the tothing in and out of the brick. Am I right Tommy?

Tommy Dabbs: Yes.

Terri Williams: So you also have areas that block has been placed instead of brick and it's stacked bond, which really is not a structural-tight wall.

Dr. William Simpson: Block is not used in 306, it's at the back of the 308 building.

Terri Williams: Anyway, I'm concerned about the structural integrity of the building. And I would say, I have no problem with Tommy's observation, but I do not feel comfortable with an observation in order to allow a Certificate of Occupancy to be issued. That just comes from a safety concern.

Tommy Dabbs: I feel like if they could tear the brick off down to that level without tearing the whole thing up, it would be alright.

Terri Williams: Okay, all I'm saying is I know there's different tests and things you can look at but because of the age, I would question it.

Tony Carroll: Mr. Dabbs, is there a way to verify the strength of that wall? Is there a way to verify what she's talking about?

Tommy Dabbs: It would be difficult to see the mortar between the walls. I assume that's what she's talking about.

Terri Williams: Are you certain the mortar on the interior hasn't eroded as well?

Tommy Dabbs: No, I'm not.

Terri Williams: Because you do have areas that you had water issues that over time has eroded that. That's all I'm saying. I think there possibly needs to be some additional...

Tommy Dabbs: It would be real difficult to do any kind of scientific testing on it. Most of its going to be observation testing.

Terri Williams: So you would be willing to issue a Certificate of Responsibility on the safety of it? I mean, we can't issue it relative to two years occupancy. We have to say whether it's safe or not. I think that would be the concern.

Jason Shelton: I was not aware, Ms. Williams, of any of those issues were on the appeal today. Mr. Dabbs and his son, who is a structural engineer, both inspected the building and we are prepared to go forward with the issues before this committee and that I don't think is one of them. But, just briefly, I think this entire hearing could have been avoided had it ever been communicated clearly, I appreciate Mr. Newman saying he has worked with me. I have not been under that impression since he got this position. But had Dr. Simpson been made aware, clearly, that he could make these repairs and that Mr. Dabbs' report was accepted by Mr. Reagan and Mr. Newman, I think that would have really eliminated the need to be here to begin with. Not to argue with Mr. Logan, I went back on my phone and looked at the emails from March 25th, the documents I received today were not on the email from March 25th. I got those just a few minutes ago. In conclusion, back to my original point. I think it's clear the notice, the original condemnation, did not report with the legal requirements. Again, not to disparage Mr. Reagan, but he admitted he doesn't have any license to qualify him to make that condemnation ruling. With that, I respectfully request the appeal be granted but in the alternative just that Dr. Simpson be allowed to go forward with the repairs in accordance with Mr. Dabbs' report.

Tony Carroll: We have, what looks like a workable solution. It's going to be up to the Board. Do y'all want to have a discussion? Do y'all want to have a closed meeting? Y'all want to go ahead and vote on this and get it over with?

Jay Scruggs: I don't have professional knowledge of it, but I think it's pretty clear what Ms. Williams stated. I have some concerns about somebody using the building. So Jason, I guess my point is, as much as I respect Mr. Dabbs, Ms. Williams, you don't fully agree with Mr. Dabbs.

Terri Williams: Actually, I agree with Mr. Dabbs' report as an observation. I know for a fact that an evaluation report cost more. So I know that you can observe and you can, from your observation, say what's needed. But if you are issuing a Certificate of Occupancy, that's another step. And in my mind, that takes more deliberation.

Tommy Dabbs: Would you feel better about getting another opinion?

Terri Williams: Not necessarily. I'm just saying unless you would stamp this building as great, ok, let's go. See, that's what I'm saying.

Tommy Dabbs: I don't think you would find anybody who would do that.

Terri Williams: Yes, sir. I think that the city has put itself in a position of the responsibility of the occupant in that building as well as the owner. So as an owner, or in this position, would say I would like to have further information to feel that it was safe. That's all I'm saying. All of this is good. But I know when I have researched buildings of this type, I have literally gone in and been able to take my finger and move the mortar out of the joints on the interior wall as well as the outside. I just cannot see it. I'm not qualified to look at it, but I know you are. It's something you said, Jason, Mr. Shelton, was that it would be safe and in my mind I don't know that that's what Tommy is saying. He's saying, "more comfortable level of stability".

Jason Shelton: If I may respond, Ms. Williams. I know you're eminently qualified. Again, your concern is not an issue with this appeal. What I understand, Mr. Reagan, Mr. Newman, Mr. Logan, Mr. Dabbs, Dr. Simpson and the occupants of the building, what I hear, we're all on the same page as going forward. Had we known that before we got here, there wouldn't be a need to be here. Again, with respect for the request to be allowed to fix the building, the city will re-inspection it and if there is an issue, I know they will find it.

Tony Carroll: I think Ms. Williams brought up a good point. It might desire a way to find some verification on some of these things. If it's a workable solution to do the repairs and find some way to verify the integrity of the wall. I don't think you'll find anybody who would come along and say this building is safe. I think they're going to say it needs to meet certain standards. I think would be the only option you've got there.

Tanner Newman: Could I say just a couple of things on behalf of the city? One, I want to be clear that Mr. Reagan is extremely qualified and was qualified enough to serve as an inspector under the former administration. I would like to note that the, as far as any question of the city's legal ability to conduct the condemnation the way it was conducted is clearly laid out here in section 116 of the 2018 International Existing Building Code. Those guidelines were followed to a T and would ask that the Commission uphold the condemnation of 308 N. Spring, with the understanding that the Stop Work Order on 306 was lifted on March 29th. Which does allow the contractor to proceed with attempting to stabilize the wall, remaining wall, and once that work is complete, the city will once again inspect the property and if the property passes that inspection, the Condemnation Order will be lifted.

Tony Carroll: Okay. That sounds like a request. I will accept a motion to accept that request or deny that request.

Jay Scruggs: I second the motion to accept it.

Tony Carroll: You have a motion to accept it? Is that a motion to accept it?

Richard Rhudy: I second.

Tony Carroll: Is there further discussion on that? Ms. Williams, you've got more information than we can use.

Jay Scruggs: What kind of time line? What's a reasonable kind of time?

Dr. William Simpson: If I know that we, if I have the go ahead, I will call a contractor tonight or in the morning. And, you know. I can't speak for them, what the environment now when it comes to building. I will work as quickly as possible to get it done.

Tony Carroll: So, as I understand the motion, the motion is to uphold the city's position on this but that allows them to go ahead and make corrections. Is that what I'm understanding?

Tanner Newman: Yes, it is.

Jay Scruggs: Then the city will reevaluate.

Tony Carroll: Okay. All in favor? All opposed? Motion Carries. Go forth and do well.

The vote to uphold the city's position was unanimous in favor.

2. Request for Electrical Code Update

Tony Carroll: Let's go back to order here. We'll talk about the request to use 14 gage wire. Kenneth and Rob, you got presentation material for us?

Jay Scruggs: I think everybody here is educated. I think you have a point you would like to make.

Tony Carroll: I just brought some information is all.

Jay Scruggs: Basically, on an average 2500 square foot house, his cost analysis, not talking about labor. I feel that should be a difference in labor price. The cost would be \$250-\$300 top, on that size home.

Tony Carroll: Difference in cost of the wire only.

Jay Scruggs: Yes.

Tony Carroll: I did talk to some professionals. I talked to three professional people and got different comments from all of them. One was an electrical engineer and he was like point blank no, do not change it. And he gave a whole bunch of reasons that made good sense. I talked to a City Inspector from another city and he said it's allowed in their city. No problem with. It works just fine where they are. The electrical engineer from North Carolina, Dr. Ford, said yes he thinks it's a doable situation but that he would not be for it in general. He would like to see it be engineered from the beginning for that. That's all the comments I've got. I'm ready to hear what y'all have to talk about. We want to do what's best for everybody.

Kenneth Estes: I've made multiple phone calls to different builders across the country and across Mississippi and almost every municipality that has a Code Enforcement Department allows for it. 100 percent of the building code is minimum code. It's not maximum, its minimum allowed to build a structure. And the International Electrical Code allows for it. That's the argument. In today's climate, with cost at a constant rise, any dollar you can save on a house, might allow a homeowner to purchase that house.

Tony Carroll: Have y'all found a way to spend less than \$40,000 on counter tops?

Kenneth Estes: That's home owner's choice. We are not saying that every electrician or building will use it. But we should be able to use it since the code allows it.

Jay Scruggs: Does everybody feel educated? I think everybody has already made up their mind one way or the other.

Tony Carroll: Let me ask a few questions. I'm not going to put anybody on the spot. Ms. Williams, do you have any thoughts on this? Or the electrical guy here?

Richard Rhudy: I'm an electrical contractor. I've been licensed for 30 years. I'm licensed in several states. In this area right here, this is the easiest place in the world to work, when it comes to code. My opinion, I'm all for saving money, but the risks outweigh the savings.

Jay Scruggs: We are the only municipality who doesn't allow it.

Kenneth Estes: If we're truly worried about what someone might come in and do later, we as a building unit need to stop all the non-licensed work.

Tony Carroll: Are we ready to vote?

Tanner Newman: Before y'all vote, I want to say one thing. Tupelo is a great place to build and work and the fact that we are all able to seat here together and have this conversation regardless of which way the vote goes, we're all going to be friends afterwards. We will all continue working together. So, I want to just say thank you to Kenneth and Rob for bringing the issue forward and initiating the conversation. And I want to thank the Commission for your service. However y'all decide to go on this thing, I appreciate all of you and we are going to continue making Tupelo an even greater place to live, work, and raise a family.

Tony Carroll: This is a good opportunity for all of us to improve our city. I will accept a motion one way or another.

Jay Scruggs: I'm going to make a motion to accept 14 gage wire for lighting circuits and switch legs.

Tony Carroll: Okay, we have a motion. Does anybody agree with that and second? If no one will motion second, motion died.

Tanner Newman: Motion died. If anyone would like to make another motion, now would be the time.

Tony Carroll: Any other motions?

Tony Carroll: Okay.

Kenneth Estes: I appreciate all of y'all's time. Y'all have given your time to do this and I appreciate y'all to serve on this board and to help change things here in the City. You've given time you could be doing something else.

Tony Carroll: Let's pick another issue and we'll work on it next week. Meeting adjourned.

Announcements

None

Next Meeting

Next meeting will be held when ordered by the Mayor or Chairman.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE May 17, 2022

SUBJECT: IN THE MATTER OF REVIEW/APPROVE AMENDED DEVELOPMENT AGREEMENT FOR BUTLER PARK PHASE ONE TN

Request:

Review and approve the Amended Real Estate Development Agreement between the City of Tupelo and Butler Park, LLC for the development of Butler Park Phase I.

The original Development Agreement was approved by Council on June 2, 2020. The amended Development Agreement is necessary for design and construction of a more comprehensive drainage solution for the Butler Park I and the Roanoke Drive neighborhoods.

A copy of the final Amended Development Agreement will be provided for review prior to the Council meeting.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE May 17, 2022
SUBJECT: IN THE MATTER OF REVIEW/APPROVE REZONING 22-02 TN

Request:

The Planning Committee recommended approval of a rezoning request from Butler Park, LLC to rezone Parcel # 078B-28-010-00 from Medium Density Residential to Low Density Residential.

Attachments:

1. Map of Parcel # 078B-28-010-00
2. Resolution Amending the Official Zoning Map



CASE NO: RZ22-02
REZONE TO LDR

PARCEL: 078B280100

LOCATION:
55 ACRES SOUTH OF
BUTLER PARK DR
ROWAN OAK DR
ORLEANS PLACE

OWNER & APPLICANT:
BUTLER PARK LLC

ZONING: MDR

FLOODZONE: FLOODWAY
AND ZONE AE

HISTORIC DISTRICT: N/A

CHICKASAW REVIEW: YES

SUSPECT SOILS: YES

WARD: 6

SUBJECT PROPERTY

Zoning Districts

FLOODWAY

AE

A

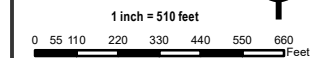
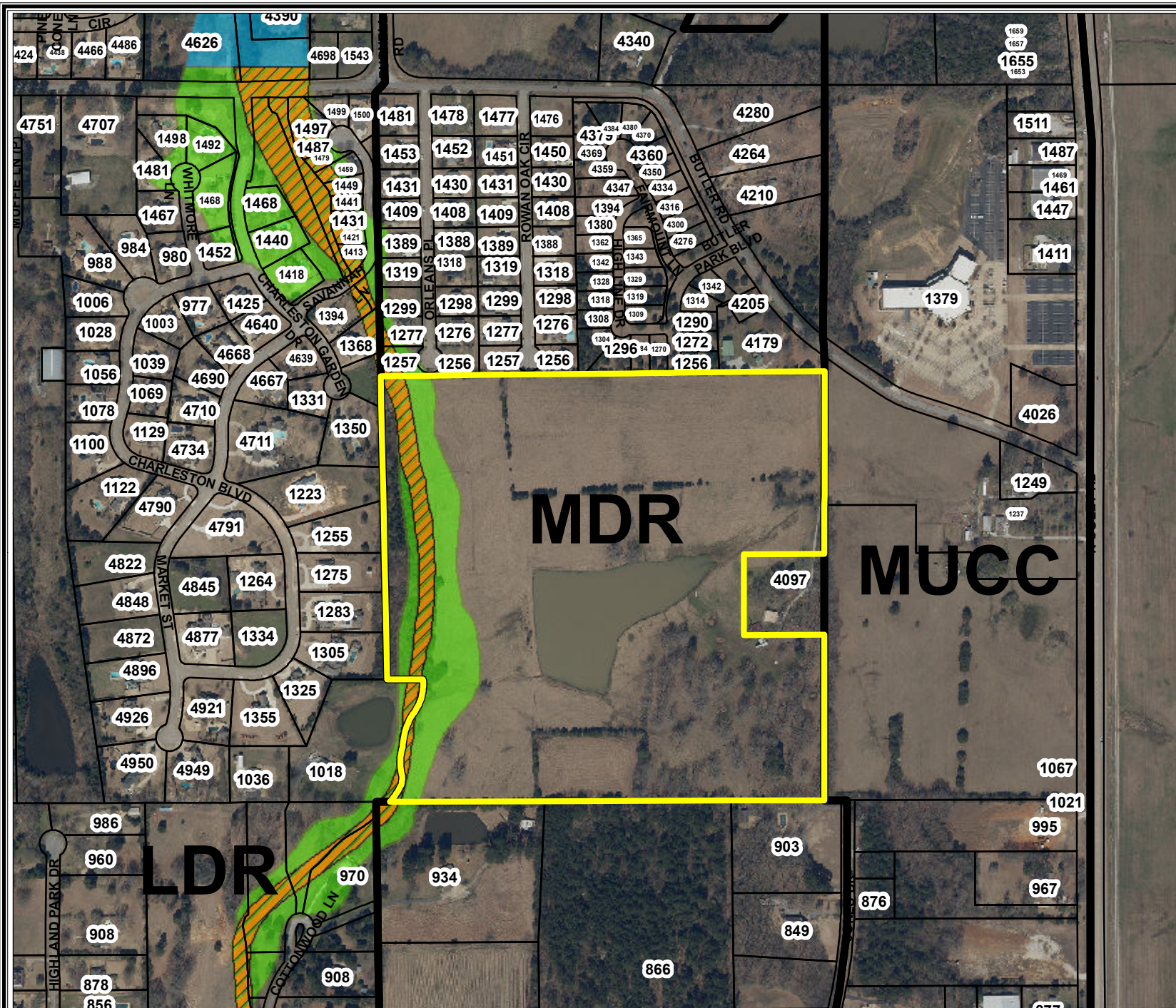


IMAGE DATE: 2018



The City of Tupelo Development Code and Official Zoning Map can be viewed online at <http://www.tupeloms.gov/development>

Tupelo City Hall 71 East Troy Street P O Box 1485 Tupelo Missis 362-841-6510

A/O	AGRICULTURAL/OPEN	LDR	LOW DENSITY RESIDENTIAL	MUAC	MIXED USE A	MUD	MIXED USE DOWNTOWN	MUR	MIXED USE RESIDENTIAL
I	INDUSTRIAL	MDR	MEDIUM DENSITY RESIDENTIAL	MUCC	MIXED USE COMMERCIAL CORRIDOR	MUE	MIXED USE EMPLOYMENT	RC	REGIONAL COMMERCIAL

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

Case No. RZ 22-02

Parcel #: 078B-28-010-00

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

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

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

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

WHEREAS, the Tupelo City Council finds and determines that pursuant to the authority granted under Miss. Code Anno. Sec. 17-1-3 (1972 as amended), it is necessary to protect the public health, safety, morals and general welfare to amend the current Development Code, and the provisions below are enacted pursuant to the procedures set forth in the Development Code of the City of Tupelo, and are necessary, fair and reasonable.

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

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

Sixty (60) acres described as follows:

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

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

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

3. The official Zoning Map shall be amended to reflect this change. The

City Clerk shall cause this amendatory ordinance to be published according to law.

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

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

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

CITY OF TUPELO, MISSISSIPPI

By: _____
BUDDY PALMER, City Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN, Mayor

DATE



AGENDA REQUEST

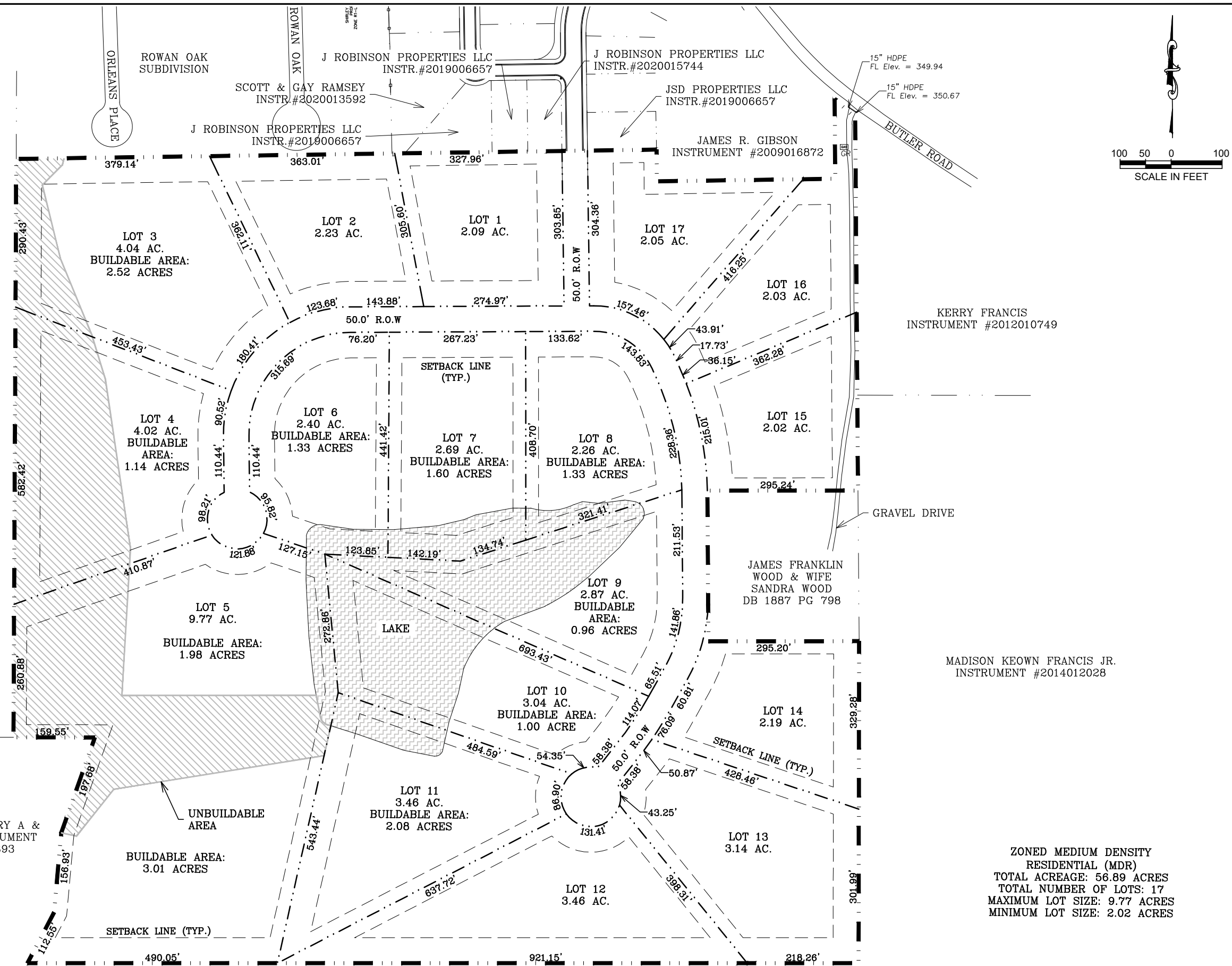
TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE May 17, 2022
SUBJECT: IN THE MATTER OF REVIEW/APPROVE MAJOR SITE PLAN FOR BUTLER PARK PHASE II TN

Request:

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

Attachments:

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



CHARLESTON GARDEN SUBDIVISION

ROWAN OAK SUBDIVISION

SEWELL JEFFERY A & JUDY S INSTRUMENT #2020007393

SEWELL JEFFERY A & JUDY S INSTRUMENT #2020007393

CLAYTON R MERIWEATHER & WIFE HELEN MERIWEATHER INSTRUMENT #2014002715

LESLIE BROOKE PALMER INSTRUMENT #2014002715

BEN K. MERIWEATHER AND WIFE STEPHANIE MERIWEATHER INSTRUMENT #2013014020

KERRY FRANCIS INSTRUMENT #2012010749

JAMES FRANKLIN WOOD & WIFE SANDRA WOOD DB 1887 PG 798

MADISON KEOWN FRANCIS JR. INSTRUMENT #2014012028

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

SETBACKS:
 FRONT 50'
 SIDE 25'
 BACK 50'

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



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

April 26, 2022

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

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

Dear Planning Committee,

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

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

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

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

Sincerely,

William McKercher P.E.
Chief, Dam Safety Division

Enclosures

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

Saplings and brush growth on
downstream slope.



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

Poorly defined and degraded spillway.



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



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





AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE May 11, 2022

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

Request: DRB

Bid Award for Bid No 2022-009PW Air Park Road Scrub Seal including Alternate No.1 – Holly Hill Road for a total of \$ 113,900.00 to Pavement Restorations Inc. was approved at the April 19 City Council Meeting.

CONTRACT

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

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

1. The CONTRACTOR will commence and complete the construction of "AIR PARK ROAD SCRUB SEAL" hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT within 30 calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$113,900.⁰⁰ or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. This Agreement
 - B. Instruction to Bidders
 - C. General Conditions of Work dated March 1, 2022
 - D. Signed Copy of Proposal Form and Bidder's Certificate
 - E. Executed Non-Collusion Form and Compliance Statements
 - F. Executed Bid Bond
 - G. Contract
 - H. Executed Performance and Payment Bond
 - I. NSPE General Conditions
 - J. Special Contract Provisions
 - K. SPECIFICATIONS issued by **DABBS CORPORATION** and dated **MARCH 2022**.
 - L. ADDENDA:
 - No. Dated
 - No. Dated
 - No. Dated
 - No. Dated
 - M. All federal government conditions, specifications, regulations and requirements bound herein.

- 6. The CONTRACTOR agrees to abide by the following consequences for failure to complete the project within the time specified in the CONTRACT DOCUMENTS:
 - A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated the sum of \$ 300.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$300.00 for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
 - B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
 - C. RIGHT OF SET-OFF - The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become due to the OWNER under any of the foregoing provisions.

- 7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.

- 8. The CONTRACTOR agrees to allow the OWNER or a duly authorized representatives thereof, access to books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical access to records clause into all subcontracts.

- 9. The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.

- 10. Attached hereto and made a part of this Contract is a Performance and Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

(\$113,900.⁰⁰)) one hundred thirteen thousand nine hundred dollars
(not less than one hundred percent of Contract amount)

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

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

CITY OF TUPELO / OWNER

BY: Todd Jordan
NAME: TODD JORDAN
TITLE: Mayor

ATTEST:

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

(SEAL)

CONTRACTOR

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

ATTEST:

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



END OF SECTION
F-3



AGENDA REQUEST

TO: Mayor and City Council

FROM: John Quaka, Chief

DATE May 12, 2022

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

Request:

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

CITY OF TUPELO

(5) Police Tahoes

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



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

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

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



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned

DATE May 10, 2022

SUBJECT: IN THE MATTER OF APPROVAL OF CONTRACT FOR THE AQUATIC CENTER FOR LIVE FEED FOR SWIM MEETS SOFTWARE AF

Request:

I would like to recommend that the City Council and Mayor approve the contract for LiveBarn for the Tupelo Aquatic Center live feed for swim meets software.

Note: The contract is attached to this request.

VENUE AGREEMENT

DATE:

BETWEEN: LIVEBARN INC. (“LiveBarn”)

and

_____ (“Venue Owner”)

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

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

1 AUTOMATED ONLINE BROADCAST SERVICE

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

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

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

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

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

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

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

VENUE AGREEMENT

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

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

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

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

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

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

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

2 TERM AND TERMINATION

4 SUPPLY OF AUTOMATED ONLINE BROADCAST SERVICE

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

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

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

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

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

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

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

3 EXCLUSIVITY

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

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

VENUE AGREEMENT**5 NOTICE TO PUBLIC**

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

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

6 MARKETING

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

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

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

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

7 GENERAL

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

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

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

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

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

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

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

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

7.9 This Agreement is governed by and will be interpreted under the laws of the State of Mississippi. Any disputes shall be heard in the State and Federal courts having jurisdiction within the city of Tupelo, Lee County, Mississippi.

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

7.11 Venue Owner will not be liable to LiveBarn by reason of inconvenience or annoyance for any damages or lost revenue due to power loss or

VENUE AGREEMENT

shortage, mechanical breakdown, structural damage, roof collapse, fire, flood, renovations, improvements, alterations, or closure of the facility by it or any regulatory agency.

Regardless of solution above please provide who your current Internet Service Provider is _____

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

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

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

LIVEBARN INC.
Per: _____

VENUE OWNER
Per: _____

Print Name:
Date:

PLEASE FILL OUT SCHEDULE A

Venue Name and Address:

Name of Each Swimming Pool:
(i.e. Pool #1 or Main Competition Pool)

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

LiveBarn provided internet. _____

Venue provided internet _____

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

Primary Contact - Venue General Manager or Decision Maker:

Name:

Work Number:

Cell Phone:

Email Address:

Venues 9 Digit Tax Id #

(EIN): _____

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



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Director

DATE May 11, 2022

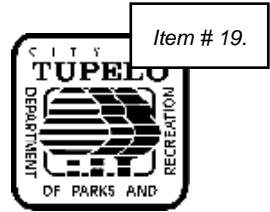
SUBJECT: IN THE MATTER OF APPROVAL OF TPRD ADVISORY BOARD MINUTES
FOR FEBRUARY AND MARCH 2022 **AF**

Request:

Attached are the Tupelo Parks and Recreation Advisory Board minutes.



Parks Advisory Board and
Sports Council Meeting
February 8, 2022



Advisory Members Present

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

Advisory Member Absent

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

Staff Present

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

Staff Absent

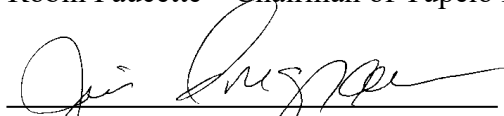
Chris Edmondson, Sports Director
Chad Mims, City Council Representative

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

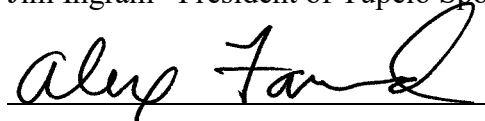
- n. Oren Dun Museum Association
- 6. The Board was updated on the 2021 Economic Impact for the City of Tupelo.
- 7. The Board was updated on the Cameras in the Park.
- 8. The Board was updated on the Bel Air Renovations.
- 9. The Board was updated on the Skate Park project.
- 10. The Board was updated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



Robin Faucette – Chairman of Tupelo Parks Advisory Board



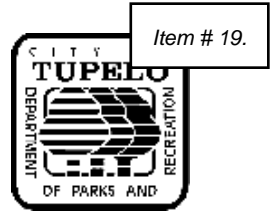
Jim Ingram – President of Tupelo Sports Council



Alex Farned – Director of Tupelo Parks and Recreation



Parks Advisory Board and Sports Council Meeting March 8, 2022



Advisory Members Present

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

Advisory Member Absent

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

Staff Present

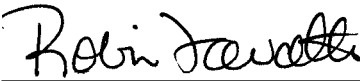
Alex Farned, Director
Deana Carlock, Office Manager
Amy Kennedy, Aquatic Director
Leigh Ann Mattox, Recreation Director
Ben Haas, Sports Director
Laura Kramer, Sports Director
Chris Edmondson, Sports Director
Janet Gaston, City Council Representative

Staff Absent

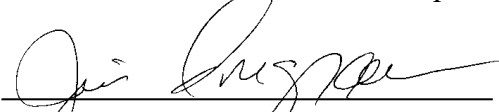
Leesha Faulkner, Oren Dunn Museum Curator
Chad Mims, City Council Representative

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


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



Robin Faucette – Chairman of Tupelo Parks Advisory Board



Jim Ingram –President of Tupelo Sports Council



Alex Farned – Director of Tupelo Parks and Recreation



AGENDA REQUEST

TO: Mayor and City Council
FROM: Neal McCoy, Director
DATE May 3, 2022
SUBJECT: IN THE MATTER OF CVB MINS. MAY 3, 2022 NM

Request:

Review April Board Mins.



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

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

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

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

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

Neal McCoy presented the financial report.

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

The meeting adjourned at 2:49 p.m.

Submitted by:

Neal McCoy, Executive Director



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kevan Kirkpatrick, Director Bancorpsouth Arena

DATE April 20, 2022

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

Request:

PLEASE REVIEW AND ACCEPT MINUTES OF MARCH 21, 2022

Tupelo Coliseum Commission
Regular Meeting Minutes
March 21, 2022

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

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

Representatives of the City of Tupelo Present:

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

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

Approval of Minutes from February 28, 2022 Regular Meeting Minutes

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

Financial Report

Kim Hanna discussed the financial report.

New Business

Kevan updated us on the SVOG spending.

Director's Report

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

Old Business:

None was discussed

Beverage Approval:


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

Check Approval:

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

Adjournment:

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


Cindy Murphy
Secretary


Nat Grubbs
Chair



AGENDA REQUEST

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

Request:

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

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

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

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

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

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

I. GENERAL

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

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

II. TECHNICAL SPECIFICATIONS & BID FORM

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

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

BIDDER INFORMATION FORM

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

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

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: 1 DATE: 1/14/22
NUMBER: _____ DATE: _____
NUMBER: _____ DATE: _____

BIDDER INFORMATION:

Company Name: IRBY

Company Representative: ANNA STANZIONE

Title: _____

Business Address:

Street: 815 IRBY DRIVE

City: JACKSON State: MS. Zip: 39201

Signature of Bidder: *Anna Stanzone*

Date: 4/18/22

Arkansas Electric Cooperative Inc.
One Cooperative Way
Little Rock, AR 72219
Attn: Wayne Garner
Phone: 601-964-1202
Email: Wayne.Garner@aeci.com

City of Tupelo Water and Light
320 North Front Street
Tupelo, MS 38804

Bid # 2022-018WL LED Luminaires 6-Month Supply Bid
Item#1 NO BID

Item#2

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

Item#3

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

Item#4

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

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

Thank you for the opportunity,
Wayne Garner

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

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II. TECHNICAL SPECIFICATIONS & BID FORM

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

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

* Spec Sheets for equals included.

BIDDER INFORMATION FORM

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

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

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

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

BIDDER INFORMATION:

Company Name: All - Phase Electric Supply
Company Representative: Robert Lloyd
Title: Outside Sales

Business Address:

Street: 3420 25th Ave.
City: Gulfport State: MS Zip: 39501
Signature of Bidder: [Signature]
Date: 4/20/22

PROJECT: _____	Item # 22.
CATALOG #: _____	
FIXTURE TYPE: _____	
NOTES: _____	

UDD Dusk to Dawn Gen 3



DLC 5.0



PERFORMANCE INFORMATION

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

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

APPLICATIONS

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

REPLACEMENT

175W MH – 250W MH

OPTIONS



Dark Bronze Arm Mount



Silver Arm Mount

ORDERING GUIDE

EXAMPLE: UDD 65 G3 5K S

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

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

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

PROJECT: _____	Item # 22.
CATALOG #: _____	
FIXTURE TYPE: _____	
NOTES: _____	

FF Flat Flood Light Series Gen 3



FFM Medium

Images are shown for illustration purpose only.

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

APPLICATIONS

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

REPLACEMENT

FFM: 250W-400W MH

FFL: 750W-1000W MH

MOUNTING & OPTIONS



AL-SPAR



AL-WMB



AL-SFD



AL-T



PC-1



PC-2



MS-FSP-212/211/221B



L3/L7



MS-FSIR-100



MS-LPS-202



PERFORMANCE INFORMATION

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

ORDERING GUIDE

EXAMPLE: FFM 140 WFL G3 5K

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

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PROJECT: _____	Item # 22.
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APPLICATIONS

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

REPLACEMENT

FFM: 250W-400W MH

FFL: 750W-1000W MH

MOUNTING & OPTIONS



AL-SPAR



AL-WMB



AL-SFD



AL-T



PC-1



PC-2



MS-FSP-212/211/221B



L3/L7



MS-FSIR-100



MS-LPS-202



PERFORMANCE INFORMATION

SERIES NUMBER	WATT	LUMENS	CCT
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FFL 340 WFL G3 5K	240W	34,000	5000K
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AGENDA REQUEST

TO: Mayor and City Council
FROM: Johnny Timmons, Manager TW&L
DATE May 11, 2022
SUBJECT: IN THE MATTER OF REQUEST FOR APPROVAL OF SURPLUS ITEMS JT

Request:

I respectfully request your approval to surplus the following items:

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

Agenda Request

05/11/2022

Page 2

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

After declaration as surplus, these items will be destroyed.

Thank you for your cooperation.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE May 10, 2022

SUBJECT: IN THE MATTER OF RATIFICATION OF STATEWIDE MUTUAL AID
COMPACT AGREEMENT **SR**

Request:

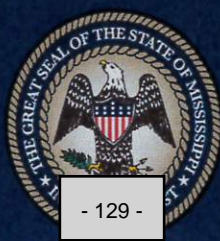
Ratify and approve the attached Statewide Mutual Aid Compact.

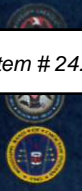


SMAC

STATEWIDE MUTUAL
AID COMPACT

A SYSTEM FOR USING ALL AVAILABLE
RESOURCES DURING EMERGENCIES





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State of Mississippi

Statewide Mutual Aid Compact (SMAC)

Revised: April 2022

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

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

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

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

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

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

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

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

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

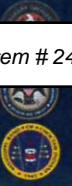
WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications between the personnel of the other Participating Governments by visits, provisions of available resources as listed in the statewide resource database (WebEOC Resource Manager),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

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

1. DEFINITIONS

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

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



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

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

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

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

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

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

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

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

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

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

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

2. PROCEDURES.

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

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

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

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

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

(1) A general description of the damage sustained.

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

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

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

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

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

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



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

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

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

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

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

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

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

3. REIMBURSABLE EXPENSES.

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

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

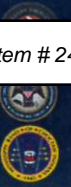


b. Equipment: The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local, state, or federal hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For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

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

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

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



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

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

4. IMMUNITY.

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

5. LENGTH OF TIME FOR EMERGENCY.

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

6. TERM.

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



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

7. EFFECTIVE DATE OF THIS AGREEMENT.

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

8. ROLE OF MISSISSIPPI EMERGENCY MANAGEMENT AGENCY.

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

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

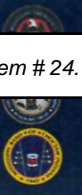
MEMA will assume no responsibility for any person, group, or organization that self deploys.

9. SEVERABILITY, EFFECT ON OTHER AGREEMENTS.

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

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

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



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

ATTEST:

CITY/TOWN OF MISSISSIPPI: Tupelo

By: Todd Jordan, Mayor

Title: Todd Jordan, Mayor

By: Kim Hanna
City/Town Clerk

APPROVED AS TO FORM:

Date: 5/10/22

By: Stephen M. Reed
City/Town Attorney

STATE OF MISSISSIPPI
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

By: _____
Executive Director

Date: _____



Appendix 1 (SMAC Authorized Representatives)

Item # 24.



STATEWIDE MUTUAL AID COMPACT

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

State Vendor # _____

Mailing Address: PO BOX 1485

City: TUPELO, MS Zip Code: 38802

Authorized Representative to Contact for Emergency Assistance

Primary Representative:

Name: DON LEWIS

Title: COO

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

Fax No: _____ Pager No: _____

1st Alternate Representative:

Name: KIM HANNA

Title: CFO

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

Fax No: _____ Pager No: _____

2nd Alternate Representative:

Name: KELLY ELLIOTT

Title: FIRE CHIEF

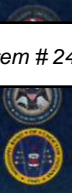
Day Phone: 662-208-5100 Night Phone: 662-208-5100

Fax No: _____ Pager No: _____



Appendix 1 (SMAC Authorized Representatives)

Item # 24.



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Appendix 2 (Form REQ-A)

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

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

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

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

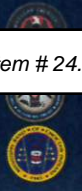
For more information or assistance, contact the MEMA EMAC-SMAC Coordinator at emac@mema.ms.gov.

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



Appendix 2 (Form REQ-A) to SMAC

Item # 24.



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Appendix 3 (Form R-2)

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

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

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

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

For more information or assistance, contact the MEMA EMAC-SMAC Coordinator at emac@mema.ms.gov.

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

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

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

Comments:

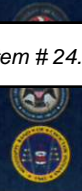
REIMBURSEMENT PACKAGE CERTIFICATION
By signing below, the authorized official of the Resource Provider, certifies that the funds for each category herein represent the actual costs expended in performance of the specific mission identified in the ISAP Mission Order and that all expense documents made in accordance with the Resource Provider reporting policies. You also certify that all expense reports support the claim or source documentation and skills to be considered accurate and complete.
Certified and Authorized By: _____

Print Name: _____ Title: _____ Date: _____



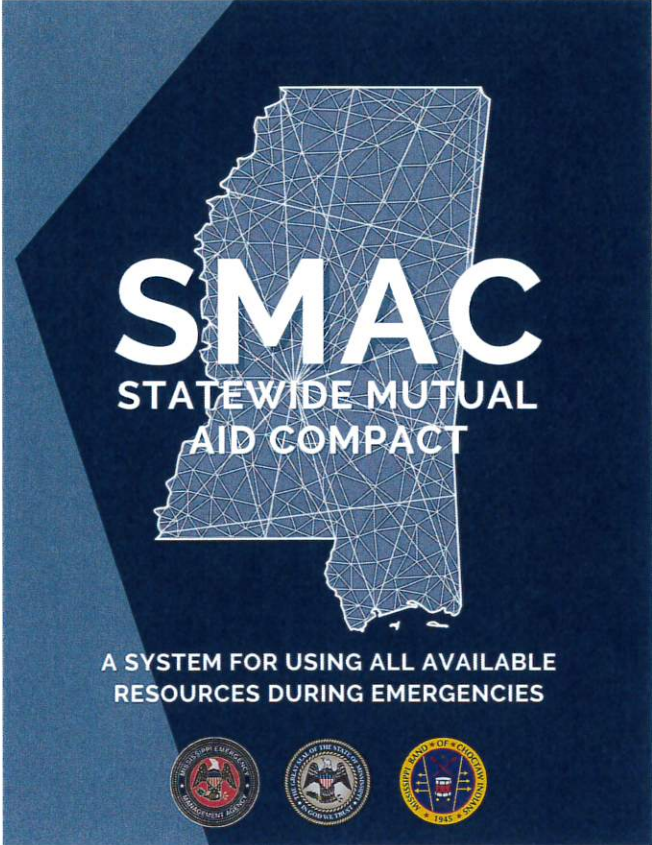
Appendix 3 (Form R-2) to SMAC

Item # 24.



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AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE May 12, 2022

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

Request:

Approve an ordinance to amend section 2-266 of the Code of Ordinances to state, among other things as the Council may deem appropriate, that the Citizen's Police Advisory Board shall have one (1) regular meeting every other month on such a day and at such a time as may be determined by the board.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Ben Logan, City Attorney

DATE May 12, 2022

SUBJECT: IN THE MATTER OF THE TRANSACTION OF BUSINESS AND DISCUSSION REGARDING THE PROSPECTIVE PURCHASE, SALE OR LEASING OF LANDS IN ACCORDANCE WITH MISS. CODE ANN. § 25-41-7.

Request:

Need for executive session: to discuss the transaction of business and discussion regarding the prospective purchase, sale or leasing of lands in accordance with Miss. Code Ann. § 25-41-7.