



TUPELO REGULAR CITY COUNCIL MEETING

AUGUST 16, 2022 AT 6:00 PM
COUNCIL CHAMBERS | CITY HALL

AGENDA

INVOCATION: COUNCIL MEMBER CHAD MIMS

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER TRAVIS BEARD

CALL TO ORDER: COUNCIL PRESIDENT LYNN BRYAN

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

1. IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING TN
2. IN THE MATTER OF PUBLIC HEARING FOR DEMOLITION OF 502 AUGUSTA STREET, 5810 CHESTERVILLE ROAD, 517 N. GLOSTER STREET, AND 3424 WALSH ROAD TN
3. IN THE MATTER OF PUBLIC HEARING FOR PROPERTY CLEANING AND DEBRIS REMOVAL OF 1204 AUDUBON DRIVE AND 1641 OAKVIEW CIRCLE TN

APPEALS

CITIZEN HEARING

4. JUDGE STACI BEVILL

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

5. IN THE MATTER OF TRAFFIC CALMING POLICY **DL**
6. IN THE MATTER OF REVIEW/APPROVE TAX ABATEMENT APPLICATION FOR HOTEL TUPELO **TN**

ROUTINE AGENDA

7. IN THE MATTER OF APPROVAL OF MINUTES OF AUGUST 2, 2022
8. IN THE MATTER OF BILL PAY **RB**
9. IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR LOT MOWING **TN**
10. IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR DEMOLITION **TN**
11. IN THE MATTER OF REVIEW/APPROVE CLEANING AND DEBRIS REMOVAL OF 1204 AUDUBON DRIVE AND 1641 OAKVIEW CIRCLE **TN**
12. IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES JUNE 13, 2022 **DRB**
13. IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES JULY 11, 2022 **DRB**
14. IN THE MATTER OF APPROVAL OF TPRD ADVISORY BOARD MINUTES FOR MAY 10, 2022 **AF**
15. IN THE MATTER OF CVB MINUTES OF AUGUST 2, 2022 **NM**
16. IN THE MATTER OF COURT STREET DOWNTOWN PARKING LOT AUGUST 10, 2022 **NM**
17. IN THE MATTER OF THE APPROVAL OF THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN TUPELO PUBLIC SCHOOL DISTRICT AND TUPELO POLICE DEPARTMENT REGARDING THE SCHOOL RESOURCE OFFICER PROGRAM 2022 **SR**

(CLOSE REGULAR SESSION)

STUDY AGENDA

- [S1.](#) IN THE MATTER OF AMENDMENT TO 2018 INTERNATIONAL RESIDENTIAL CODE AND CODE OF ORDINANCES CHAPTER 7 – BUILDINGS AND BUILDING REGULATIONS ARTICLE XII – RENTAL HOUSING CODE SECTION 7-216 REQUIRING OVERHEAD RANGE HOOD OR DOWNDRAFT EXHAUST EQUIPMENT **BL**

EXECUTIVE SESSION

ADJOURNMENT



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE August 16, 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 8/16/2022

Item # 1.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	42965	083V0803700	2362 BARNES CROSSING RD	WEBB DEAN & STEVE WHITEHEAD & MELVIN T S	1140 CR 811	SALTILLO, MS 38866	RS
2.	42976	101B0219500	2607 BRYAN ST	SHARP JULIA PRENEICE LOWER	205 DOE RUN RD	TUPELO, MS 38801	JLS
3.	42977	101B0219700	2613 BRYAN ST	ROBERSON LONDON C & ROBERSON NICHOLAS L	4288 N GLOSTER ST APT M22	TUPELO, MS 38804	JLS
4.	42978	077E2605355	2002 ROSEWOOD ST	JOINER MICHELE	2002 ROSEWOOD	TUPELO, MS 38801	JLS
5.	42982	113B0602200	S GREEN ST	GENLYTHE THOMAS GROUP LLC	4360 BROWNSBORO ROAD STE 300	LOUISVILLE, KY 40232	SB
6.	42984	106C1314000	1023 TERRY RD	OSBERG MARY JANE IRREVOCABLE TRUST	6878 DELMAR TERRACE	NAPLES, FL 34105	RS
7.	42988	078H2707400	2303 EVERGREEN ST	TUPELO RENTAL PROPERTIES LLC	1879 N COLEY RD	TUPELO, MS 38801	JLS
8.	42997	077M3605900	1104 CHAPMAN DR	MALDONADO JOSE & JESSICA CRUZ	1105 LAWNDAL STREET	TUPELO, MS 38801	SB
9.	42998	077M3606000	1106 CHAPMAN DR	NEIGHBORHOOD DEVELOPMENT CORPORATION	P O BOX 782	TUPELO, MS 38802	SB
10	42999	077M3606100	1108 CHAPMAN DR	NEIGHBORHOOD DEVELOPMENT CORPORATION	P O BOX 782	TUPELO, MS 38802	SB
11	43000	077G2519900	1352 W JACKSON ST	WS COASTAL PROPERTIES LLC	P O BOX 1522	TUPELO, MS 38802	SB
12	43005	077F2615300	702 VASSAR DR	GLAMOUR ENTERPRISES LLC	1896 SWAN CIRCLE	TUPELO, MS 38801	DS

Preliminary Lot Mowing Report for 8/16/2022

Item # 1.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	43008	089E3008500	902 W JACKSON ST	NEIGHBORHOOD DEVELOPMENT CORPORATION	P O BOX 782	TUPELO, MS 38802	SB
14	43011	089E3008501	904 W JACKSON ST	NEIGHBORHOOD DEVELOPMENT CORPORATION	P O BOX 782	TUPELO, MS 38802	SB
15	43014	077D2502100	1600 CLAYTON AVE	WALKER AUSTIN T	1600 CLAYTON AVE	TUPELO, MS 38804	JLS
16	43020	106D1307000	3405 S GREEN ST	THOMAS BIRTHULAR A	3405 S GREEN ST	TUPELO, MS 38804	RS
17	43021	106S1403401	3009 SOUTHERN HEIGHTS RD	TRUSTMARK NATIONAL BANK	THE DAY CENTER	201 COUNTRY PLACE PARKWAY, SUITE B	RS
18	43022	113E0613400	902 S GLOSTER ST	WALGREEN CO	104 WILMOT RD MS# 1420	DEERFIELD, IL 60015	RS
19	43025	113E0609100	715 GARFIELD ST	PHARMACY INNOVATIONS REAL ESTATE HOLDING	186 MEDICAL DR	WINFIELD, AL 35594	RS
20	43026	101M1215800	2409 LAWNSDALE DR UNIT A & B	SHANDS DRIVE LLC	P O BOX 3954	TUPELO, MS 38803	RS
21	43028	106A1400900	2816 EVANS CIR	AMERICAN PUBLIC REALTY LLC	971 DIVISION STREET	BILOXI, MS 39530	RS
22	43029	106A1402900	2869 EVANS CIR	MOORE OPHELENE (LE)	P O BOX 2968	TUPELO, MS 38803	RS
23	43032	077Q3605900	124 S HIGHLAND DR	HENDRIX VANESSA P & RALPH W POUND	P O BOX 1531	TUPELO, MS 38802	SB
24	43033	077Q3608300	123 N HIGHLAND DR	MUDDY WATER ENTERPRISES INC	889 SOUTH THOMAS	TUPELO, MS 38801	SB

Preliminary Lot Mowing Report for 8/16/2022

Item # 1.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
25	43034	077Q3608400	121 S HIGHLAND DR	TUPELO RENTAL PROPERTIES LLC	1879 N COLEY RD	TUPELO, MS 38801	SB
26	43035	077Q3605700	116 S HIGHLAND DR	WALLACE NELVIN B & GLORIA D	970 CHESTERVILLE ROAD	BELDEN, MS 38826	SB
27	43036	077Q3622000	122 ENOCH AVE	SOUTHLAND MORTGAGE LLC	1139 HIGHWAY 9 NORTH	BRUCE, MS 38915	SB
28	43037	077Q3622300	110 ENOCH AVE	SOUTHERN CHARM PROPERTIES LLC	194 GOLDEN HILLS RD	MOOREVILLE, MS 38857	SB
29	43038	077Q3611200	1521 REED ST	PRITCHARD CHRISTOPHER	1521 REED	TUPELO, MS 38801	SB
30	43041	077Q3611100	1519 REED ST	HOLLYWOOD INVESTMENTS LLC	980 CHARLESTON BLVD	TUPELO, MS 38801	SB
31	43042	077Q3608100	1400 CENTRAL AVE	BOYD DENNIS W	1389 ORLEANS PL	TUPELO, MS 38801	SB
32	43044	077Q3610000	1410 BOGGAN DR	GUZMAN RUBY	1410 BOGGAN	TUPELO, MS 38801	SB
33	43045	077Q3607500	215 S HIGHLAND DR	WARDS PROPERTIES LLC	4153 HWY 9 SOUTH	PONTOTOC, MS 38863	SB
34							
35							
36							



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: August 16, 2022

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

Request:

Public Hearing for authorization to demolish substandard structures on the following properties:

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

502 AGUSTA ST.**BASIC INFORMATION**

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

NEARBY PROPERTIES/ TAXES

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

TAXES/LIENS

Taxes – current CITY LIENS-\$1900.00

VISUAL INDICATORS OF BLIGHT

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

CODE ENFORCEMENT HISTORY

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









HEARING NOTICE

August 1, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 40324

Vs.

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

Don West
2800 West Main St.
Tupelo, MS 38801

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

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

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

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

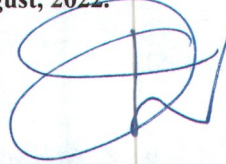
dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

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 1st day of August, 2022.



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







5810 CHESTERVILLE RD.

BASIC INFORMATION

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

NEARBY PROPERTIES/ TAXES

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

TAXES/LIENS

Taxes – current

No city liens

VISUAL INDICATORS OF BLIGHT

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

CODE ENFORCEMENT HISTORY

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

EXHIBIT A







HEARING NOTICE

August 1, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 41868

Vs.

Cecil A. Duke
548 Chesterville Road
Tupelo, MS 38801

Cecil A. Duke
5810 Chesterville Road
Tupelo, MS 38801

Cecil A. Duke
5796 Chesterville Road
Tupelo, MS 38801

Duke Holdings, LLC
5796 Chesterville Road
Tupelo, MS 38801

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

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

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

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

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


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

Item # 2.

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

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WITNESS MY SIGNATURE, THIS THE 1st day of August, 2022.



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

EXHIBIT A

EXHIBIT A





517 N. GLOSTER ST.

BASIC INFORMATION

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

NEARBY PROPERTIES/ TAXES

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

TAXES/LIENS

Taxes – current

No city liens

VISUAL INDICATORS OF BLIGHT

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

CODE ENFORCEMENT HISTORY

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

PICTURES

Item # 2.







HEARING NOTICE

July 25, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 38642

Vs.

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

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

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

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1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **517 N. GLOSTER ST., PARCEL #089J-31-047-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
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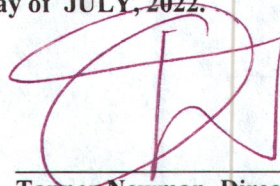
dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

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 25th day of JULY, 2022.



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





3424 WALSH ROAD

BASIC INFORMATION

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

NEARBY PROPERTIES/ TAXES

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

TAXES/LIENS

Taxes – current city liens-\$300.00

VISUAL INDICATORS OF BLIGHT

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

CODE ENFORCEMENT HISTORY

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









HEARING NOTICE

July 26, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 32250

Vs.

Jimmie Williams Estate
3424 Walsh Road
Belden, MS 38826

Jimmie Williams Estate
PO Box 184
Belden, MS. 38826

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

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

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

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

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

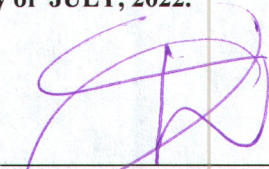
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns;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

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 26th day of JULY, 2022.



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







Northeast Mississippi Daily Journal, 1242 S. Green Street

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

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

#1603971

LEGAL NOTICE

BEFORE THE CITY COUNCIL OF
THE CITY OF TUPELO,
MISSISSIPPI

THE CITY OF TUPELO,
MISSISSIPPI

V.

Jimmie Williams Estate
3424 Walsh Road
Belden, MS 38826

Jimmie Williams Estate
PO Box 184
Belden, MS 38826

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

**NOTICE OF PUBLIC HEARING
BY PUBLICATION**

FROM: THE CITY OF TUPELO,
MISSISSIPPI

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

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

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

/s/Kim Hanna
City Clerk
(SEAL)

August 3, 2022



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: August 16, 2022

SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR PROPERTY CLEANING
AND DEBRIS REMOVAL OF 1204 AUDUBON DRIVE AND 1641
OAKVIEW CIRCLE TN

Request:

Public Hearing to determine whether the following properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community:

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

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

BLIGHT ELIMINATION PROGRAM PROPERTY REVIEW CHECKLIST

Item # 3.

Address: 1204 AUDUBON DR.

Parcel: 101G-01-005-00



Date of Review: 6/20/2022

Case Number: 40555

Tax Value: \$99,210.

Ward: 3

Visual indicators of blight:

Structural damage or failure - FENCE

Exterior materials in need of replacement/repair - YES

Broken windows/damaged doors - NO

Yard or grounds poorly maintained - YES

Accumulation of junk or inappropriate stored material - YES

Occupied or Vacant: OCCUPIED

Status of Utilities: ON

Tax arrears: NO

City liens: NO

Code enforcement history:

Prior violations 1

Is the property rental? Valid CO? NO

Ownership Status: LIVING IN THE HOUSE

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

Committee recommendation:









HEARING NOTICE

JULY 26, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 40555

Vs.

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

Community Bank
325 Maxey Drive
Brandon, MS 39042

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

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

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

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

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

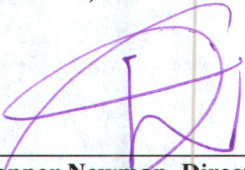
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns;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

Item # 3.

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

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

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



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







BLIGHT ELIMINATION PROGRAM PROPERTY REVIEW CHECKLIST

Item # 3.

Address: 1641 OAKVIEW CIRCLE

Parcel: 085N-21-012-00



Date of Review: 06/20/22

Case Number: 41770

Tax Value: \$88,870.

Ward: 5

Visual indicators of blight:

Structural damage or failure - UNKNOWN

Exterior materials in need of replacement/repair - YES

Broken windows/damaged doors - NO

Yard or grounds poorly maintained - YES

Accumulation of junk or inappropriate stored material - NO

Occupied or Vacant: VACANT

Status of Utilities: OFF

Tax arrears: YES

City liens: NO

Code enforcement history:

Prior violations NO

Is the property rental? Valid CO? NO

Ownership Status: ABANDONED

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

Committee recommendation:









HEARING NOTICE

August 2, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 41770

Vs.

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

Diane Johnson Allen
PO Box 1
Newman, GA 39870

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

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

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

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

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


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

Item # 3.

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

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

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



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

EXHIBIT A





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

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

#1604074

LEGAL NOTICE

BEFORE THE CITY COUNCIL OF
THE CITY OF TUPELO,
MISSISSIPPI

THE CITY OF TUPELO,
MISSISSIPPI
V.

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

Diane Johnson Allen
PO Box 1
Newman, GA 39870

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

CASE NUMBER 41770

**NOTICE OF PUBLIC HEARING
BY PUBLICATION**

FROM: THE CITY OF TUPELO,
MISSISSIPPI

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

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

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

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

/s/Kim Hanna
City Clerk
(SEAL)

August 4, 2022



AGENDA REQUEST

TO: Mayor and City Council

FROM: Don Lewis, COO

DATE August 8, 2022

SUBJECT: IN THE MATTER OF TRAFFIC CALMING POLICY **DL**

Request:

For your review. Moved from Study Agenda on August 2, 2022.

Traffic Committee Request

Section: 3 Traffic Control

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



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

300 Traffic Control

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



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

Objective of the Speed Limit Range Policy

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

Speed Limit Ranges

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

Factors to be considered when setting Speed Limits:

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



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

Objective of the Speed Table Policy

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

Speed Tables Defined

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

Requirements of a Speed Table

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

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



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

Requirements of a Speed Study and Traffic Calming

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

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



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

Traffic Committee Request

Name/Business: _____

Date: _____

Address: _____

Telephone: _____ Email: _____

Neighborhood Association: _____

Request: _____

Return to: City of Tupelo – Traffic Committee

P.O. Box 1485

Tupelo, MS 38802-1485

Email: trafficcommittee@tupeloms.gov

Office Use Only:

Traffic Count: _____

Review by City Engineer: _____

Action Recommend: _____

Completed and Citizen Notified: _____



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

TRAFFIC CALMING REQUEST

NEIGHBORHOOD _____

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

1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
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11.					
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14.					
15.					



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: August 16, 2022

SUBJECT: IN THE MATTER OF REVIEW/APPROVE TAX ABATEMENT
APPLICATION FOR HOTEL TUPELO TN

Request:

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

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

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

Attachments:

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

**APPLICATION FOR COMMERCIAL AD VALOREM TAX
EXEMPTION**

UNDER MISS. CODE ANN. § 17-21-5

(EXCLUDING TAX EXEMPTION FOR SCHOOL DISTRICT PURPOSES)

City of Tupelo | Department of Development Services

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

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

Email: tanner.newman@tupeloms.gov



Property Owner Name: Tupelo Hotel Group, LLC

Owner Mailing Address: 19 Woodstone Plaza Hattiesburg, MS 39402

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

Name of Business: Hotel Tupelo Type of Business: Hotel

Total Project Cost: Attached Number of Employees: 60 est.

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

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

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

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

_____ Energy efficiency improvements (**document according to LEED system**)

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

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

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

(Additional sheets may be attached.)


Owner signature

7-15-22
Date

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

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

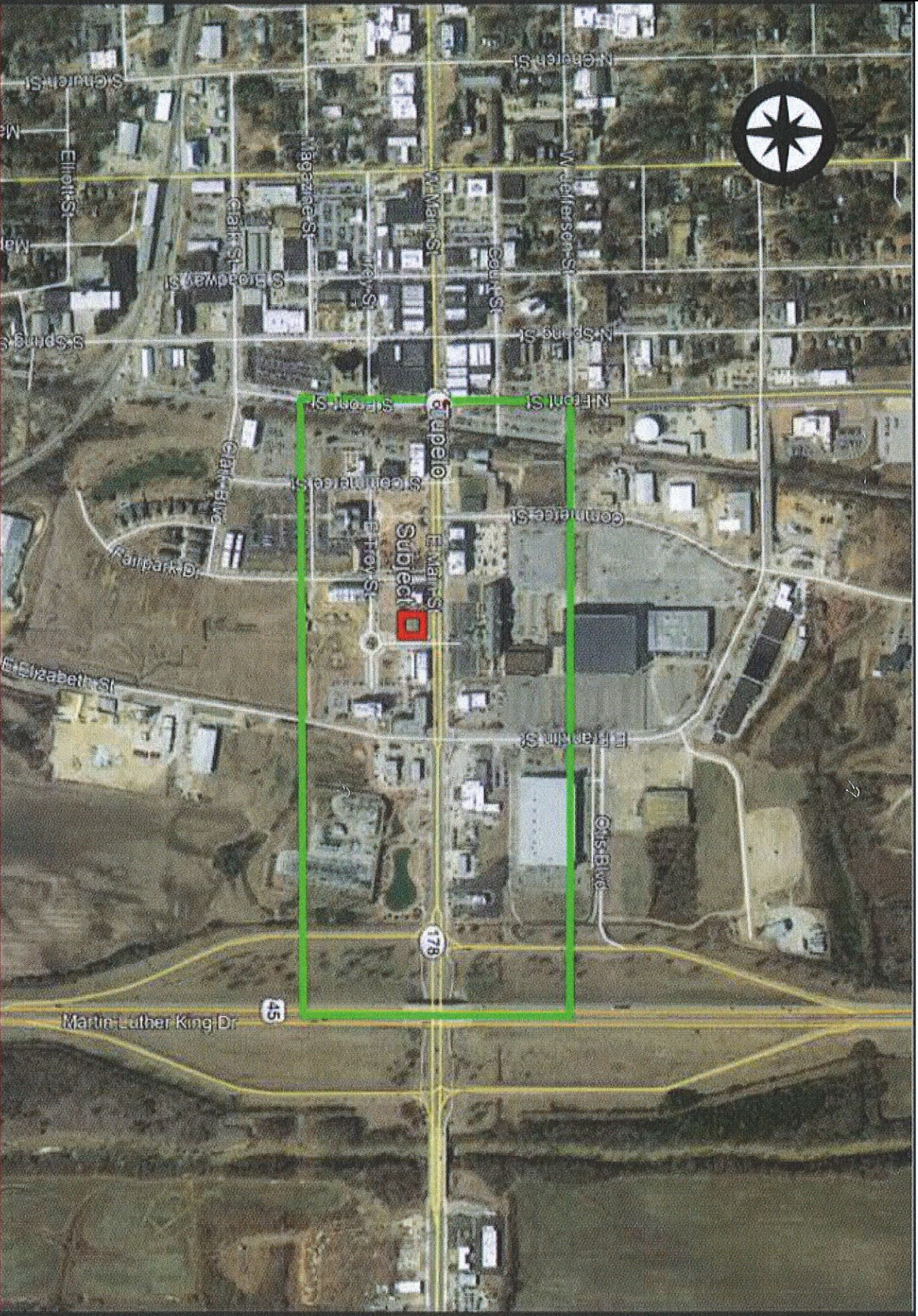
- Does property meet all city of Tupelo Building and Development Code regulations?
Yes ☒ No _____
- For new construction, is commercial property privately owned? Yes ☒ No _____

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

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

Received by: Tanner Newman, Director of Develop. Services

Neighborhood Map



Prepared by

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

Grantor

Tupelo Redevelopment
 Agency

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

Indexing Instructions:

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

WARRANTY DEED

To

Grantee

Tupelo Hotel Group, LLC

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

Bill Benson
 CLERK

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

See Exhibit "A"

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

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

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

WITNESS MY SIGNATURE, this the 18th day of December, 2019.

Tupelo Redevelopment Agency

By: 

Reed Hillen, Chairman

Bill Benson
CLERK

STATE OF MISSISSIPPI
COUNTY OF LEE

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

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


NOTARY PUBLIC

MY COMMISSION EXPIRES: 4-6-2021

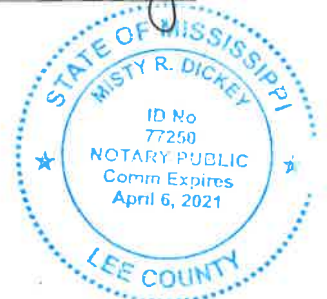


Exhibit A

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



City of Tupelo

PO Box 1485, Tupelo, MS 38802
Voice (662) 841-6510, Fax (662) 841-6550
E-Mail: permits@tupeloms.gov

CERTIFICATE OF OCCUPANCY
CERTIFICATE OF OCC - COMMER**Occupant:** HOTEL TUPELO**Address:** 314 E MAIN ST**Parcel:** 089Q3200500**Applicant Number:**

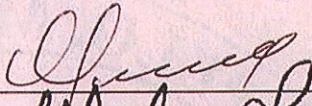
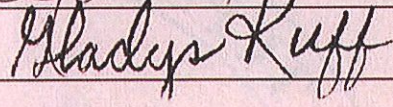
1811458

Owner: Name: TUPELO HOTEL GROUP LLC
Address: 19 WOODSTONE PLAZA DR
HATTIESBURG, MS 39402

**Approved Occupancy:****Issued:** 01/25/2022 **By:** G.R**Expires:****Signature:***Gladys Ruff*

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

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

Date: 01/25/22 Applicant's
Signature: 
Date: 1-25-22 Approval: 

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

Item # 6.

June 1, 2022

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

Dear Ms. Watson,

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


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

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

Total costs reviewed and certified are as follows:

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

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

 CPA

Randall W Fisher CPA
Randall W Fisher CPA PC

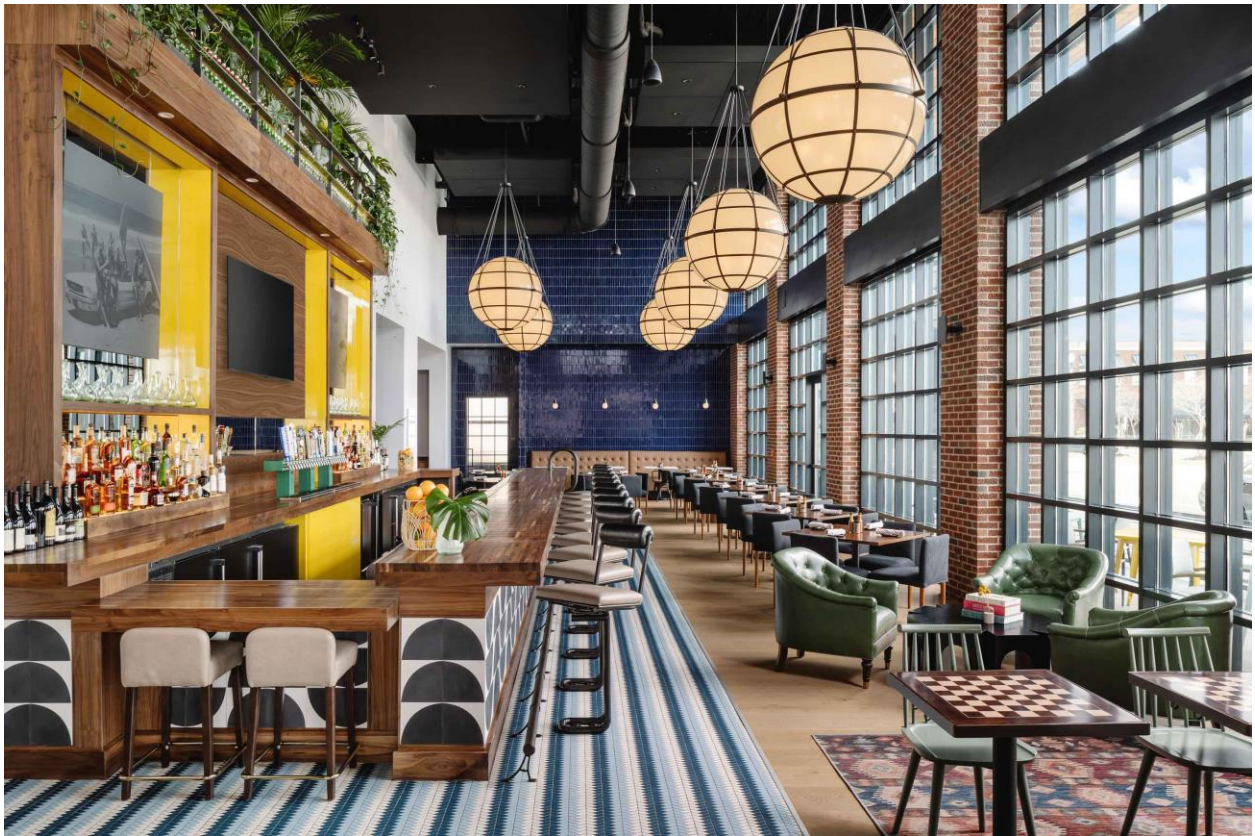
Pre-Development: 12/18/19



Post-Development: 01/25/22











AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

STATE OF MISSISSIPPI

CITY OF TUPELO

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

STATEMENT OF BACKGROUND INFORMATION

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

STATEMENT OF AGREEMENT

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

ARTICLE 1Definitions

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

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

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

ARTICLE 2

Purchase and Sale of Property

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

ARTICLE 3

Purchase Price

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

ARTICLE 4

Earnest Money

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

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

ARTICLE 5

Closing

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

ARTICLE 6

Title Conveyance

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

ARTICLE 7 **Title Examination**

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

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

ARTICLE 8 **Proration of Taxes/Property Obligations**

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

ARTICLE 9 **Survey**

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

ARTICLE 10
Warranty Deed and Bill of Sale

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

ARTICLE 11
Owner's Affidavit and Other documents

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

ARTICLE 12
Notices

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

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

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

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

ARTICLE 13
Contingencies/Inspection Period

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

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

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

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

ARTICLE 14
Indemnification During Inspection

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

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

ARTICLE 15

Broker

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

ARTICLE 16

Warranties of SELLER

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

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

ARTICLE 17

Default – Rights of Parties

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

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

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

ARTICLE 18

Time of Essence and Incentives

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

ARTICLE 19

Severability

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

ARTICLE 20

Attorney's Fees

Each party shall pay its own attorney's fees.

ARTICLE 21

Mississippi Law

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

ARTICLE 22

Successors and Assigns

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

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

ARTICLE 23

Risk of Loss and Condemnation

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

ARTICLE 24

Costs

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

ARTICLE 25

Schematic Designs

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

ARTICLE 26

Agreement of the Parties

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

ARTICLE 27

Counterparts and Electronic Signature

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

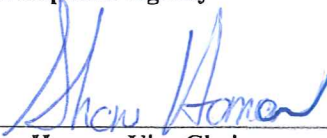
and shall be treated as an original.

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

SELLER:

Tupelo Redevelopment Agency

By:


Shane Homan, Vice Chairman

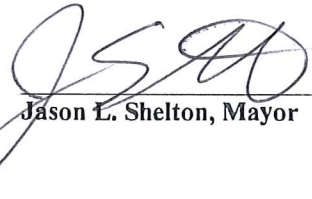
DATE:

8/15/19

ADDITIONAL INDUCER:

City of Tupelo, Mississippi

By:


Jason L. Shelton, Mayor

DATE: _____

PURCHASER:

The Thrash Group, LLC

By:


Ike W. Thrash, Member

DATE:

8/6/19

EXHIBIT "A"
SCHEDULE OF DUE DILIGENCE MATERIALS

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

EXHIBIT "B"
LEGAL DESCRIPTION

EXHIBIT "C"

PARKING SITE PLAN: Article 13.1

(To be completed during Inspection Period)

EXHIBIT "D"
PERMITTED EXCEPTIONS

(To be completed during Inspection Period)

EXHIBIT "E"
OTHER EXCEPTIONS

(To be completed during Inspection Period)



AGENDA REQUEST

TO: Mayor and City Council

FROM: Missy Shelton, Council Clerk

DATE August 8, 2022

SUBJECT: IN THE MATTER OF APPROVAL OF MINUTES OF AUGUST 2, 2022

Request:

For your review and approval.

REGULAR CITY COUNCIL MEETING
MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
AUGUST 02, 2022

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, August 2, 2022, at 6:00 p.m. with the following in attendance: Council Members Travis Beard, Lynn Bryan, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member Chad Mims attended by ZOOM. Council Member Chad Mims gave the invocation and Council Member Travis Beard introduced members of Boy Scout Troop # 12, who led the pledge of allegiance. Council President Lynn Bryan called the meeting to order at 6:00 p.m.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

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

ADD:

Item 32 In the Matter of Review/Approve/Reject Bid # 2022-027CO Fairpark Restrooms

Item S2 In the Matter of Speed Table Procedures and Policy

The vote was unanimous in favor.

RECOGNITION GIRL/BOY SCOUTS

Mayor Todd introduced and welcomed three members of Boy Scout Troop #12, as follows:

Tanner Jones, Colton Greer, Will Perry
 Leader Duke Loden

PUBLIC RECOGNITION

Council Member Janet Gaston congratulated the City of Tupelo and the Tupelo Aquatic Center for successfully hosting the 2022 USA Swimming Championship. There were 533 swimmers and over 1700 spectators. She gave special thanks to all the volunteers and the following people: Barbara Aguirre, Ashley Martin, Jennifer Pannell, Nell Roberts, Allison Goodman and Cameron Brandeau.

Council Member Rosie Jones gave special thanks to all who were involved in the 2022 Dancing Like the Stars. The event raised over \$266,000 for the Northeast MS Boys and Girls Club.

Council Member Buddy Palmer said he hoped that the Major Thoroughfare Committee was listening and that Eason Blvd needs to be three-laned.

Council Member Nettie Davis thanked everyone who worked so diligently on the Lee Williams event. She also congratulated the Aquatic Center on a job well done at the recent swim meet. And, last of all, she thanked everyone for the birthday wishes.

Council Member Lynn Bryan gave a shout out to the VFW Post #40 for helping a 95 year old Korean War Veteran with repairs. Post President Joe Torrent with fellow member Jimmy Clark worked in the hot sun to repair the man's mail box.. He wished Council Member Davis a happy 35th birthday and said that he and his wife will celebrate their 32nd anniversary tomorrow. Then, Mr. Bryan apologized for his curtness with Leslie Mart at the last Council meeting. He said there was an urgency to end the work session so the next meeting could begin, but apologized for his rudeness.

MAYOR'S REMARKS

Mayor Todd Jordan congratulated the Tupelo Aquatic Center and all those involved in the recent swim meet. He thanked the Council for all the support they give in the projects the City brings to the table and wished Mrs. Nettie a happy birthday.

PUBLIC HEARINGS

IN THE MATTER OF A PUBLIC HEARING OF THE CITY OF TUPELO BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023

The following individuals were present to address this issue:

Jeff Tomlinson	Lee County Library
Robbie Parham	Regional Rehabilitation Center
Lee Connor and son, Connor	Regional Rehabilitation Center

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

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

<u>Parcel</u>	<u>Location</u>
089J3121200	905 ALLEN STREET
089j3118902	910 ALLEN STREET
077Q3621900	202 ENOCH AVE

**IN THE MATTER OF PUBLIC HEARING FOR PROPERTY CLEANING AND DEBRIS
REMOVAL OF 1015 CHICKASAW TRAIL**

No one appeared to speak at the Public Hearing for the property cleaning and debris removal of 1015 Chickasaw Trail.

CITIZEN HEARING

The following spoke in opposition to the Major Site Plan of the Flowerdale Apartment Development:

1. Frank Anger
2. Adrian Caldwell
3. Sharon Cresswell

The following were unable to attend the meeting and entered a statement in opposition to the Major Site Plan of the Flowerdale Apartment Development:

- | | |
|---------------------|------------|
| 1. Beverly Blaylock | APPENDIX A |
| 2. Dan Franklin | APPENDIX B |
| 3. Walter Partlow | APPENDIX C |

ACTION AGENDA

**IN THE MATTER OF REVIEW/APPROVE/REJECT MAJOR SITE PLAN APPLICATION
MSP22-01 FOR FLOWERDALE COMMONS APARTMENT DEVELOPMENT**

Council Member Palmer made a motion to reject the major site plan application MSP22-01 for Flowerdale Commons Apartment Development, which was seconded by Council Member Mims. After each Council Member commented on their position of the development, the vote was as follows:

Chad Mims	AYE
Lynn Bryan	NAY
Travis Beard	NAY
Nettie Davis	NAY
Buddy Palmer	AYE
Janet Gaston	AYE
Rosie Jones	NAY

With a vote of 3-4, the motion failed.

Council Member Davis moved, seconded by Council Member Jones, to approve the ORDER APPROVING MAJOR SITE PLAN APPLICATION MSP22-01 FOR FLOWERDALE COMMONS APARTMENT DEVELOPMENT. When called for a vote, the motion passed 4-3, as follows:

Chad Mims	NAY
Lynn Bryan	AYE

Travis Beard	AYE
Nettie Davis	AYE
Buddy Palmer	NAY
Janet Gaston	NAY
Rosie Jones	AYE

APPENDIX D

IN THE MATTER OF REVIEW/APPROVE/REJECT MAJOR SITE PLAN APPLICATION MSP22-02 FOR TULIP CREEK APARTMENT DEVELOPMENT

Council Member Palmer made a motion to reject the major site plan application MSP22-02 for Tulip Creek Apartment Development, which was seconded by Council Member Gaston. After each Council Member was given the opportunity to speak, the vote was as follows:

Chad Mims	AYE
Lynn Bryan	NAY
Travis Beard	NAY
Nettie Davis	NAY
Buddy Palmer	AYE
Janet Gaston	AYE
Rosie Jones	NAY

With a vote of 3-4, the motion failed.

Council Member Davis moved, seconded by Council Member Beard, to approve the ORDER APPROVING MAJOR SITE PLAN APPLICATION MSP22-02 FOR TULIP CREEK APARTMENT DEVELOPMENT. When called for a vote, the motion passed 4-3, as follows:

Chad Mims	NAY
Lynn Bryan	AYE
Travis Beard	AYE
Nettie Davis	AYE
Buddy Palmer	NAY
Janet Gaston	NAY
Rosie Jones	AYE

APPENDIX E

ROUTINE AGENDA

IN THE MATTER OF APPROVAL OF MINUTES OF REGULAR MEETING OF JULY 19 AND SPECIAL CALLED MEETING OF JULY 26, 2022

Council Member Palmer moved, seconded by Council Member Beard, to approve the minutes of the Regular City Council meeting held on July 19, 2022, and the Special Called meeting held on July 26, 2022. The vote was unanimous in favor

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Council Member Beard moved, seconded by Council Member Davis, to approve the request for advertising and promotional items, as submitted. The vote was unanimous in favor. APPENDIX G

Council Member Gaston recused herself from the room for the next item of business.

IN THE MATTER OF (4) NEW BANK ACCOUNTS-STATE FUNDS

Kim Hanna, CFO/City Clerk, requested to be allowed to open four new bank accounts for the purpose of receiving and expending State Funds from the MS Department of Finance and Administration for the Endville Road Improvements, Ballard Park Refurbish, Elvis Presley Bus Turnaround and McCullough Blvd Improvements. MS DFA requires that the funding for each project be maintained separately. Council Member Beard moved, seconded by Council Member Palmer, to allow the opening of the four new bank accounts as stated above. The vote was, as follows:

Chad Mims	AYE
Lynn Bryan	AYE
Travis Beard	AYE
Nettie Davis	AYE
Buddy Palmer	AYE
Janet Gaston	ABSTAINED
Rosie Jones	AYE

APPENDIX H

Council Member Gaston rejoined the meeting in process.

IN THE MATTER OF BUDGET AMENDMENT #8 FOR FY 2022

Council Member Davis moved, seconded by Council Member Beard, to approve budget amendment #8 for FY 2022. The vote was unanimous in favor. APPENDIX I

IN THE MATTER OF APPOINTMENT OF MIKE ARMOUR TO COLISEUM BOARD

Council Member Gaston moved, seconded by Council Member Palmer, to appoint Mike Armour to the Coliseum Commission for a 4-year term, effective immediately. APPENDIX J

IN THE MATTER OF LOT MOWING

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

IN THE MATTER OF REVIEW/APPROVE CLEANING AND DEBRIS REMOVAL OF 1015 CHICKASAW TRAIL

Council Member Beard moved, seconded by Council Member Davis, to adjudicate the following properties on the public hearing clean up 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 cleaning and debris removed pursuant to Miss. Code Ann. 21-19-11 (1972) as amended:

1015 Chickasaw Trail

The vote was unanimous in favor. APPENDIX L

IN THE MATTER OF UNMARKED VEHICLE RESOLUTION

Police Chief John Quaka submitted a Resolution with a current list of vehicles that the Tupelo Police Department maintain as unmarked. Council Member Davis moved, seconded by Council Member Palmer to approve the resolution. The vote was unanimous in favor. APPENDIX M

IN THE MATTER OF APPROVAL OF REQUEST TO ALLOW POLICE OFFICERS TO WEAR POLICE UNIFORM AND ISSUE PROPER EQUIPMENT FOR SECURITY AND DETERRENT AT THE BANCORPSOUTH ARENA AND AT THE MALL AT BARNES CROSSING

Police Chief John Quaka submitted a request and list of officers to allow City of Tupelo Police Officers be able to wear their police uniforms and to have proper city-issued equipment for help with security and deterrence at the BancorpSouth Arena and the Mall at Barnes Crossing when working off-duty private security. Pursuant to city policy and as allowed by Miss. Code Anno. Sec. 17-25-11 (1972 as amended), compensation and liability and workers compensation insurance for the officers will be provided by the place of employment where the officer is performing private security duties.

Upon a motion made by Council Member Palmer, seconded by Council Member Beard, the Council voted unanimously to grant this request and list allowing Police Officers to wear their police uniform and have proper city-issued equipment to work private security at BancorpSouth Arena and the Mall at Barnes Crossing. A copy of the letters of request and a list of the officers are attached to these minutes as APPENDIX N

IN THE MATTER OF BID APPROVAL 2022-026PW 6 MONTH HOT MIX SUPPLY

Bids were received for bid # 2022-026PW for a 6 month supply of hot mix for use by the City. Only one bid was received and was deemed to be commercially reasonable and properly advertised for all available bidders. Council Member Beard moved, seconded by Council Member Palmer, to approve the lowest and best bid received from Apac Mississippi, Inc., for providing hot mix for a 6 month period.

The vote was unanimous in favor. APPENDIX O

IN THE MATTER OF BID REJECTION 2022-024PW MCNEESE ST EPOXY LINED CULVERT IMPROVEMENT

Public Works Director Chuck Williams, requested that bid # 2022-024PW - McNeese Street Epoxy Lined Culvert Improvement, be rejected since the one bid received exceeded the budget estimate for construction by greater than 10%. Council Member Davis moved, seconded by Council Member Beard, to approve the rejection of the bid. The vote was unanimous in favor. APPENDIX P

IN THE MATTER OF REJECTION OF BID 2022-028PW CLARK PLACE DRAINAGE – ARCH PIPE REPLACEMENT

Public Works Director Chuck Williams, requested that bid # 2021-028PW Clark Place Drainage - Arch Pipe Replacement, be rejected because all the bids received exceeded the budget estimate for construction by greater than 10%. Council Member Beard moved, seconded by Council Member Palmer, to approve the rejection of the bid. The vote was unanimous in favor. APPENDIX Q

IN THE MATTER OF CVB MINUTES OF JULY 19, 2022

Council Member Palmer moved, seconded by Council Member Gaston, to accept the minutes of the Convention and Visitors Bureau of July 19, 2022. The vote was unanimous in favor. APPENDIX R

IN THE MATTER OF APPROVAL OF THE TRAFFIC COMMITTEE MINUTES FROM JULY 21, 2022

Council Member Gaston moved, seconded by Council Member Jones to approve the Traffic Committee Minutes of the July 21, 2022 Council meeting. The vote was unanimous in favor. APPENDIX S

IN THE MATTER OF BAD DEBT WRITE-OFF JANUARY 2021 – JUNE 2021

Council Member Beard moved, seconded by Council Member Davis, to approve writing off to the bad debt file the list of Water and Light Collections accounts. The total bad debt amount represents 0.07% of the total revenue for the period of January 2021 thru July 2021. Efforts will continue to be made to collect these accounts even though they have been transferred to this accounting classification. The vote was unanimous in favor. A copy of the request is attached to these minutes as APPENDIX T.

IN THE MATTER OF APPROVAL OF BANCORPSOUTH ARENA MINUTES OF JUNE 20, 2022

Council Member Davis moved, seconded by Council Member Palmer, to accept the BancorpSouth Arena Minutes of June 20, 2022. The vote was unanimous in favor. APPENDIX U

IN THE MATTER OF APPROVAL TO SUBMIT 2022 DEPARTMENT OF PUBLIC SAFETY PREMIUM PAY GRANT

Council Member Gaston moved, seconded by Council Member Palmer, to allow Grant Writer Abby Christian to submit an application for all emergency service providers (fire and police) to receive payment from DPS and to approve the acceptance of those premium payments. The vote was unanimous in favor. APPENDIX V

**IN THE MATTER OF AMENDMENT TO CITY OF TUPELO CODE OF ORDINANCES
CHAPTER 15 LICENSES AND MISCELLANEOUS BUILDING REGULATIONS, ARTICLE
XI. MOBILE VENDORS, SEC. 15-275 (J)**

Council Member Palmer moved, seconded by Council Member Gaston, to approve an Ordinance Amending City of Tupelo Code of Ordinances Chapter 15 Licenses and Miscellaneous Building Regulations, Article XI. Mobile Vendors, Sec. 15-275 (j). This amendment will clear any inconsistencies between the Development Code and the Tupelo Code of Ordinances Chapter 15 Licenses and Miscellaneous Building Regulations, Article XI, Mobile Vendors, Sec. 15-275 (j). The vote was unanimous in favor. APPENDIX W

**IN THE MATTER OF RESOLUTION APPROVING CITY TO SIGN AS CO-SPONSOR WITH
TUPELO AIRPORT AUTHORITY THE TUP-SOG-3-28-0070-052-2022-GRANT AGREEMENT
AND ADOPTING AND RATIFYING THE REPRESENTATIONS AND ASSURANCES
CONTAINED THEREIN**

Council Member Palmer moved, seconded by Council Member Davis, to approve the Resolution Approving City to Sign as Co-Sponsor with Tupelo Airport Authority the TUP-SOG-3-28-0070-052-2022-Grant Agreement and Adopting and Ratifying the Representations and Assurances Contained Therein. The vote was unanimous in favor. APPENDIX X

IN THE MATTER OF REJECTION OF BID 2022-027CO - FAIRPARK RESTROOMS

Neal McCoy, requested that bid # 2021-027CO Fairpark Restrooms, be rejected because all the bids received exceeded the budget estimate for construction by greater than 10%. Council Member Palmer moved, seconded by Council Member Beard, to approve the rejection of the bid. The vote was unanimous in favor. APPENDIX Y

STUDY AGENDA

IN THE MATTER OF TAX ABATEMENT APPLICATION FOR HOTEL TUPELO

Upon the unanimous agreement of the City Council, the Tax Abatement Application for Hotel Tupelo was moved from the Study Agenda to the Active Agenda at the next Regular meeting of the City Council.

IN THE MATTER OF SPEED TABLE PROCEDURES AND POLICY

Upon the unanimous agreement of the City Council, the speed table procedures and policy was moved from the Study Agenda to the Active Agenda at the next Regular meeting of the City Council.

ADJOURNMENT

There being no further business to come before the Council at this time, Council Member Palmer moved, seconded by Council Member Jones, to adjourn the meeting at 7:13 PM.

This the 2nd day of August, 2022.

Lynn Bryan, President
City Council

ATTEST:

Missy Shelton, Clerk of the Council

Todd Jordan, Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council
FROM: Rosiland Barr, Asst CFO/City Clerk
DATE August 8, 2022
SUBJECT: IN THE MATTER OF BILL PAY **RB**

Request:

For your approval



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: August 16, 2022

SUBJECT: IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR LOT
MOWING TN

Request:

Review and approve final lot mowing list. Preliminary list is attached. Final list will be provided prior to the meeting.

Preliminary Lot Mowing Report for 8/16/2022

Item # 9.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	42965	083V0803700	2362 BARNES CROSSING RD	WEBB DEAN & STEVE WHITEHEAD & MELVIN T S	1140 CR 811	SALTILLO, MS 38866	RS
2.	42976	101B0219500	2607 BRYAN ST	SHARP JULIA PRENEICE LOWER	205 DOE RUN RD	TUPELO, MS 38801	JLS
3.	42977	101B0219700	2613 BRYAN ST	ROBERSON LONDON C & ROBERSON NICHOLAS L	4288 N GLOSTER ST APT M22	TUPELO, MS 38804	JLS
4.	42978	077E2605355	2002 ROSEWOOD ST	JOINER MICHELE	2002 ROSEWOOD	TUPELO, MS 38801	JLS
5.	42982	113B0602200	S GREEN ST	GENLYTHE THOMAS GROUP LLC	4360 BROWNSBORO ROAD STE 300	LOUISVILLE, KY 40232	SB
6.	42984	106C1314000	1023 TERRY RD	OSBERG MARY JANE IRREVOCABLE TRUST	6878 DELMAR TERRACE	NAPLES, FL 34105	RS
7.	42988	078H2707400	2303 EVERGREEN ST	TUPELO RENTAL PROPERTIES LLC	1879 N COLEY RD	TUPELO, MS 38801	JLS
8.	42997	077M3605900	1104 CHAPMAN DR	MALDONADO JOSE & JESSICA CRUZ	1105 LAWNDAL STREET	TUPELO, MS 38801	SB
9.	42998	077M3606000	1106 CHAPMAN DR	NEIGHBORHOOD DEVELOPMENT CORPORATION	P O BOX 782	TUPELO, MS 38802	SB
10	42999	077M3606100	1108 CHAPMAN DR	NEIGHBORHOOD DEVELOPMENT CORPORATION	P O BOX 782	TUPELO, MS 38802	SB
11	43000	077G2519900	1352 W JACKSON ST	WS COASTAL PROPERTIES LLC	P O BOX 1522	TUPELO, MS 38802	SB
12	43005	077F2615300	702 VASSAR DR	GLAMOUR ENTERPRISES LLC	1896 SWAN CIRCLE	TUPELO, MS 38801	DS

Preliminary Lot Mowing Report for 8/16/2022

Item # 9.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	43008	089E3008500	902 W JACKSON ST	NEIGHBORHOOD DEVELOPMENT CORPORATION	P O BOX 782	TUPELO, MS 38802	SB
14	43011	089E3008501	904 W JACKSON ST	NEIGHBORHOOD DEVELOPMENT CORPORATION	P O BOX 782	TUPELO, MS 38802	SB
15	43014	077D2502100	1600 CLAYTON AVE	WALKER AUSTIN T	1600 CLAYTON AVE	TUPELO, MS 38804	JLS
16	43020	106D1307000	3405 S GREEN ST	THOMAS BIRTHULAR A	3405 S GREEN ST	TUPELO, MS 38804	RS
17	43021	106S1403401	3009 SOUTHERN HEIGHTS RD	TRUSTMARK NATIONAL BANK	THE DAY CENTER	201 COUNTRY PLACE PARKWAY, SUITE B	RS
18	43022	113E0613400	902 S GLOSTER ST	WALGREEN CO	104 WILMOT RD MS# 1420	DEERFIELD, IL 60015	RS
19	43025	113E0609100	715 GARFIELD ST	PHARMACY INNOVATIONS REAL ESTATE HOLDING	186 MEDICAL DR	WINFIELD, AL 35594	RS
20	43026	101M1215800	2409 LAWNSDALE DR UNIT A & B	SHANDS DRIVE LLC	P O BOX 3954	TUPELO, MS 38803	RS
21	43028	106A1400900	2816 EVANS CIR	AMERICAN PUBLIC REALTY LLC	971 DIVISION STREET	BILOXI, MS 39530	RS
22	43029	106A1402900	2869 EVANS CIR	MOORE OPHELENE (LE)	P O BOX 2968	TUPELO, MS 38803	RS
23	43032	077Q3605900	124 S HIGHLAND DR	HENDRIX VANESSA P & RALPH W POUND	P O BOX 1531	TUPELO, MS 38802	SB
24	43033	077Q3608300	123 N HIGHLAND DR	MUDDY WATER ENTERPRISES INC	889 SOUTH THOMAS	TUPELO, MS 38801	SB

Preliminary Lot Mowing Report for 8/16/2022

Item # 9.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
25	43034	077Q3608400	121 S HIGHLAND DR	TUPELO RENTAL PROPERTIES LLC	1879 N COLEY RD	TUPELO, MS 38801	SB
26	43035	077Q3605700	116 S HIGHLAND DR	WALLACE NELVIN B & GLORIA D	970 CHESTERVILLE ROAD	BELDEN, MS 38826	SB
27	43036	077Q3622000	122 ENOCH AVE	SOUTHLAND MORTGAGE LLC	1139 HIGHWAY 9 NORTH	BRUCE, MS 38915	SB
28	43037	077Q3622300	110 ENOCH AVE	SOUTHERN CHARM PROPERTIES LLC	194 GOLDEN HILLS RD	MOOREVILLE, MS 38857	SB
29	43038	077Q3611200	1521 REED ST	PRITCHARD CHRISTOPHER	1521 REED	TUPELO, MS 38801	SB
30	43041	077Q3611100	1519 REED ST	HOLLYWOOD INVESTMENTS LLC	980 CHARLESTON BLVD	TUPELO, MS 38801	SB
31	43042	077Q3608100	1400 CENTRAL AVE	BOYD DENNIS W	1389 ORLEANS PL	TUPELO, MS 38801	SB
32	43044	077Q3610000	1410 BOGGAN DR	GUZMAN RUBY	1410 BOGGAN	TUPELO, MS 38801	SB
33	43045	077Q3607500	215 S HIGHLAND DR	WARDS PROPERTIES LLC	4153 HWY 9 SOUTH	PONTOTOC, MS 38863	SB
34							
35							
36							



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: August 16, 2022

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

Request:

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

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

502 AGUSTA ST.**BASIC INFORMATION**

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

NEARBY PROPERTIES/ TAXES

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

TAXES/LIENS

Taxes – current CITY LIENS-\$1900.00

VISUAL INDICATORS OF BLIGHT

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

CODE ENFORCEMENT HISTORY

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









HEARING NOTICE

August 1, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 40324

Vs.

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

Don West
2800 West Main St.
Tupelo, MS 38801

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

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

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

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

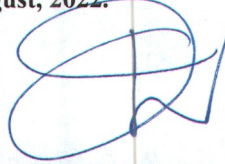
dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

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 1st day of August, 2022.



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







5810 CHESTERVILLE RD.**BASIC INFORMATION**

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

NEARBY PROPERTIES/ TAXES

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

TAXES/LIENS

Taxes – current

No city liens

VISUAL INDICATORS OF BLIGHT

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

CODE ENFORCEMENT HISTORY

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

EXHIBIT A







HEARING NOTICE

August 1, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 41868

Vs.

Cecil A. Duke
548 Chesterville Road
Tupelo, MS 38801

Cecil A. Duke
5810 Chesterville Road
Tupelo, MS 38801

Cecil A. Duke
5796 Chesterville Road
Tupelo, MS 38801

Duke Holdings, LLC
5796 Chesterville Road
Tupelo, MS 38801

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

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

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

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

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


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

Item # 10.

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

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

WITNESS MY SIGNATURE, THIS THE 1st day of August, 2022.



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

EXHIBIT A

EXHIBIT A





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

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

NEARBY PROPERTIES/ TAXES

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

TAXES/LIENS

Taxes – current

No city liens

VISUAL INDICATORS OF BLIGHT

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

CODE ENFORCEMENT HISTORY

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

PICTURES

Item # 10.







HEARING NOTICE

July 25, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 38642

Vs.

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

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

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

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

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

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

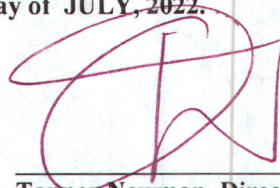
dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

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 25th day of JULY, 2022.



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





3424 WALSH ROAD

BASIC INFORMATION

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

NEARBY PROPERTIES/ TAXES

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

TAXES/LIENS

Taxes – current city liens-\$300.00

VISUAL INDICATORS OF BLIGHT

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

CODE ENFORCEMENT HISTORY

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









HEARING NOTICE

July 26, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 32250

Vs.

Jimmie Williams Estate
3424 Walsh Road
Belden, MS 38826

Jimmie Williams Estate
PO Box 184
Belden, MS. 38826

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

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

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

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

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

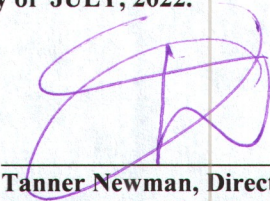
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns;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

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 26th day of JULY, 2022.



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







Northeast Mississippi Daily Journal, 1242 S. Green Street

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

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

#1603971

LEGAL NOTICE

BEFORE THE CITY COUNCIL OF
THE CITY OF TUPELO,
MISSISSIPPI

THE CITY OF TUPELO,
MISSISSIPPI

V.

Jimmie Williams Estate
3424 Walsh Road
Belden, MS 38826

Jimmie Williams Estate
PO Box 184
Belden, MS 38826

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

**NOTICE OF PUBLIC HEARING
BY PUBLICATION**

FROM: THE CITY OF TUPELO,
MISSISSIPPI

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

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

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

/s/Kim Hanna
City Clerk
(SEAL)

August 3, 2022



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: August 16, 2022

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

Request:

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

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

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

BLIGHT ELIMINATION PROGRAM PROPERTY REVIEW CHECKLIST

Item # 11.

Address: 1204 AUDUBON DR.

Parcel: 101G-01-005-00



Date of Review: 6/20/2022

Case Number: 40555

Tax Value: \$99,210.

Ward: 3

Visual indicators of blight:

Structural damage or failure - FENCE

Exterior materials in need of replacement/repair - YES

Broken windows/damaged doors - NO

Yard or grounds poorly maintained - YES

Accumulation of junk or inappropriate stored material - YES

Occupied or Vacant: OCCUPIED

Status of Utilities: ON

Tax arrears: NO

City liens: NO

Code enforcement history:

Prior violations 1

Is the property rental? Valid CO? NO

Ownership Status: LIVING IN THE HOUSE

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

Committee recommendation:









HEARING NOTICE

JULY 26, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 40555

Vs.

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

Community Bank
325 Maxey Drive
Brandon, MS 39042

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

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

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

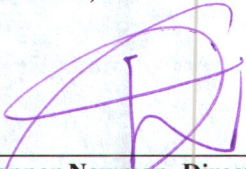
The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

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

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

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

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



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







BLIGHT ELIMINATION PROGRAM PROPERTY REVIEW CHECKLIST

Item # 11.

Address: 1641 OAKVIEW CIRCLE

Parcel: 085N-21-012-00



Date of Review: 06/20/22

Case Number: 41770

Tax Value: \$88,870.

Ward: 5

Visual indicators of blight:

Structural damage or failure - UNKNOWN

Exterior materials in need of replacement/repair - YES

Broken windows/damaged doors - NO

Yard or grounds poorly maintained - YES

Accumulation of junk or inappropriate stored material - NO

Occupied or Vacant: VACANT

Status of Utilities: OFF

Tax arrears: YES

City liens: NO

Code enforcement history:

Prior violations NO

Is the property rental? Valid CO? NO

Ownership Status: ABANDONED

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

Committee recommendation:









HEARING NOTICE

August 2, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 41770

Vs.

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

Diane Johnson Allen
PO Box 1
Newman, GA 39870

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

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

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

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

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


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

Item # 11.

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

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

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



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

EXHIBIT A





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

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

#1604074

LEGAL NOTICE

BEFORE THE CITY COUNCIL OF
THE CITY OF TUPELO,
MISSISSIPPI

THE CITY OF TUPELO,
MISSISSIPPI
V.

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

Diane Johnson Allen
PO Box 1
Newman, GA 39870

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

CASE NUMBER 41770

**NOTICE OF PUBLIC HEARING
BY PUBLICATION**

FROM: THE CITY OF TUPELO,
MISSISSIPPI

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

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

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

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

/s/Kim Hanna
City Clerk
(SEAL)

August 4, 2022



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE August 9, 2022

SUBJECT: IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE
MEETING MINUTES JUNE 13, 2022 **DRB**

Request: DRB

See attached minutes from June 13, 2022 Major Thoroughfare Meeting



Tupelo Major Thoroughfare Program Minutes

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

ROLL CALL: Jennifer Roberson

In Attendance

MAJOR THOROUGHFARE MEMBERS PRESENT:

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

MAJOR THOROUGHFARE MEMBERS NOT PRESENT:

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

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

Approval of Minutes

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

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

After correction, minutes were approved unanimously by Committee.

Budget Report

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

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



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE August 9, 2022

SUBJECT: IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE
MEETING MINUTES JULY 11, 2022 **DRB**

Request: DRB

See attached minutes from July 11, 2022 Major Thoroughfare Meeting



Tupelo Major Thoroughfare Program Minutes July 11, 2022

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

Members not present: Terry Bullard and Drew Robertson

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

Chairman Pirkle called meeting to order.

Renee Newton called roll.

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

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

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

Dennis Bonds reviewed updates on the current projects.

MTP ROAD MAINTENANCE

Airpark Scrub Seal and Overlay has been completed.

W JACKSON STREET (CLAYTON TO MADISON)

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

EASON BLVD (S VETERANS TO BRIAR RIDGE)

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

W JACKSON ST (N THOMAS ST TO LUMPKIN)

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

MDOT NEWS

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

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

New Business

Committee discussed proposed Phase VII projects.

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

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



Chairman Greg Pirkle



Recorded by Renee Newton



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Director

DATE May 11, 2022

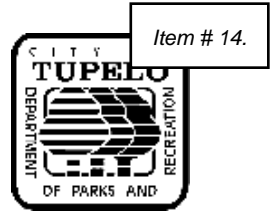
SUBJECT: IN THE MATTER OF APPROVAL OF TPRD ADVISORY BOARD
MINUTES FOR MAY 2022 AF

Request:

Attached are the Tupelo Parks and Recreation Advisory Board minutes.



Parks Advisory Board and Sports Council Meeting May 10, 2022



Advisory Members Present

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

Advisory Member Absent

Vacant, Ward 3
Mattie Mabry, Ward 7

Staff Present

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

Staff Absent

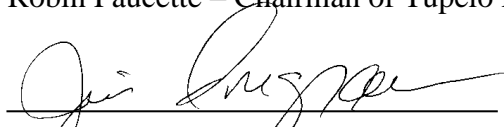
Ben Haas, Sports Director
Amy Kennedy, Aquatic Director
Leigh Ann Mattox, Recreation Director
Chris Edmondson, Sports Director
Chad Mims, City Council Representative

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

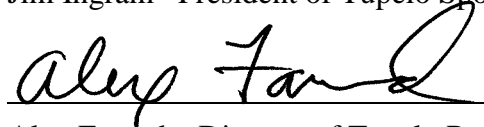
6. The Board was updated on the Skate Park project.
7. The Board was updated on all of the drainage issues at Ballard Park.
8. The Board was informed about the process for Capital Projects Requests.
9. The Board was provided a calendar of events.
10. Cheryl made a motion to adjourn with Mike making the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



Robin Faucette – Chairman of Tupelo Parks Advisory Board



Jim Ingram –President of Tupelo Sports Council



Alex Farned – Director of Tupelo Parks and Recreation



AGENDA REQUEST

TO: Mayor and City Council
FROM: Neal McCoy, Director
DATE August 10, 2022
SUBJECT: IN THE MATTER OF CVB MINS. AUGUST 2, 2022 **NM**

Request:

Review August Board Mins.



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

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

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

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

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

Neal McCoy presented the financial report.

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

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

The meeting adjourned at 2:30 p.m.

Submitted by:


Neal McCoy, Executive Director



AGENDA REQUEST

TO: Mayor and City Council

FROM: Neal McCoy, Director

DATE August 10, 2022

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

Request:

Approval of Court Street Downtown Parking Lot Improvements Change Order Request

Gregory Companies LLC, DBA



Item # 16.

GREGORY COMPANIES LLC, DBA

Murphree Paving

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

CHANGE ORDER REQUEST

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

8/9/2022

Project: Court Street Downtown Parking Lot Improvements

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

Description of Work:

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

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

Accepted By: _____

Title: _____

Date: _____

Very truly yours,

Gregory Companies LLC, DBA Murphree Paving

By: Luke Kelly

Luke Kelly - Project Manager/Estimator



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE: August 11, 2022

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

Request:

Please move to approve the MOU between the City of Tupelo and the Tupelo Public School District concerning the school resource officer program 2022, as amended.

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TUPELO, THE
TUPELO POLICE DEPARTMENT AND THE TUPELO PUBLIC SCHOOL DISTRICT
CONCERNING THE SCHOOL RESOURCE OFFICER PROGRAM**

WHEREAS, Miss. Code Ann. § 21-21-3 (1972, as amended) authorizes the governing authorities of municipalities to employ, regulate and support a sufficient police force, to define the duties thereof, and to furnish and supply all suitable and necessary equipment therefor; and

WHEREAS, Miss. Code Ann. § 37-7-321 (1972, as amended) further authorizes the school board of any school district within the State of Mississippi, in its discretion, to employ one or more persons as security personnel; and

WHEREAS, the Governing Authorities of the City of Tupelo determine that it is in the best interest of the health, safety and general welfare of the citizens of the City of Tupelo to appoint school resource officers that shall be empowered to preserve the peace and dignity of the City of Tupelo upon the campuses of the Tupelo Public School District; and

WHEREAS, the City of Tupelo and the Tupelo Public School District most recently entered into a Memorandum of Understanding on June 18, 2020 that set forth guidelines and goals of the school resource officer program, and the two parties now wish to amend said agreement.

NOW, THEREFORE, the governing authorities of the City of Tupelo resolve as follows:

1. The prefatory findings shall be incorporated herein.
2. The mayor and city clerk are authorized to execute the Amended and Restated Memorandum of Understanding attached hereto as "Exhibit A."
3. The terms of the attached MOU are hereby accepted.

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

Councilmember Mims voted	_____
Councilmember L. Bryan voted	_____
Councilmember Beard voted	_____
Councilmember Davis voted	_____
Councilmember Palmer voted	_____
Councilmember Gaston voted	_____
Councilmember Jones voted	_____

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the _____ day of _____, 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
LYNN BRYAN
City Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN, Mayor

DATE

AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING

BETWEEN

TUPELO PUBLIC SCHOOL DISTRICT
AND
TUPELO POLICE DEPARTMENT

REGARDING THE

SCHOOL RESOURCE OFFICER PROGRAM

TABLE OF CONTENTS

<u>TOPIC</u>	<u>PAGE</u>
I. ROLE OF THE SCHOOL RESOURCE OFFICER IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL	3
II. DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT	4
III. RESPECT FOR THE RIGHTS OF STUDENTS	5
IV. RELEASE OF STUDENT INFORMATION	5
V. ARREST PROCEDURES	7
VI. ACCOUNTABILITY	7
VII. MINIMUM SRO TRAINING REQUIREMENTS	7
VIII. PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR	8
IX. STRUCTURE AND FUNDING FOR SRO PROGRAM	8
X. CERTIFICATION REGARDING CRIMINAL CONVICTIONS	9
XL. DURATION OF MOU	9

MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. RESPECT FOR THE RIGHTS OF STUDENTS

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

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

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

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

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

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

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

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

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

20. Police Investigation and Questioning.

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

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

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

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

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

IV. RELEASE OF STUDENT INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. ARREST PROCEDURES

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

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

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

- * The arrest of a student or employee of the TPSD with a warrant should be coordinated through the principal and accomplished after school hours, whenever practical.
- * Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the Mississippi Code should be arrested for trespassing.
- * Arrest of students or staff during school hours or on school grounds shall be reported fully to the principal as soon as practical.

VI. ACCOUNTABILITY

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

- a. Parents and students shall be permitted to submit a complaint in their native language.
 - b. The complaint system shall be confidential only in accordance with the Tupelo Police Department Internal Affairs Division and consistent with the SRO's due process rights.
 - c. Complaints shall be promptly investigated and resolved, and complainants shall be furnished with a written explanation of the investigation and resolution in accordance with TPD SOP 4.04 Professional Compliance.
 - d. Where serious allegations of abuse or misconduct are raised, the SRO shall be temporarily removed from having contact with students as appropriate.
 - e. Where allegations of abuse or misconduct are substantiated, the SRO shall be suspended or permanently removed from school assignments or receive additional training as appropriate.
- 30.** Every student, parent, and guardian in the school system shall be informed of the complaint procedure.

VII. MINIMUM SRO TRAINING REQUIREMENTS

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

- a. Child and adolescent development and psychology;
- b. Positive behavioral interventions and supports (PBS), conflict resolution, peer mediation, or other restorative justice techniques;
- c. Children with disabilities or other special needs; and
- d. Cultural competency.

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

VIII. PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

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

IX. STRUCTURE AND FUNDING FOR SRO PROGRAM

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

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

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

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

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

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

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

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

X. CERTIFICATION REGARDING CRIMINAL CONVICTIONS

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

XL. DURATION OF MOU

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

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

Signed on this _____ of _____, 2022.

Robert J. Picou, Ph.D
TPSD Superintendent

Todd Jordan
Mayor of the City of Tupelo



AGENDA REQUEST

TO: Mayor and City Council

FROM: Ben Logan, City Attorney

DATE: August 11, 2022

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

Request:

Per recommendation of Tupelo License Commission and request by Department of Development Services to amend applicable building codes and Code of Ordinances, this amendment requires overhead range hood or downdraft exhaust equipment for cooking oven and range or stove in all new residential construction and rental housing.