

TUPELO REGULAR CITY COUNCIL MEETING

DECEMBER 03, 2024 AT 6:00 PM COUNCIL CHAMBERS | CITY HALL

AGENDA

INVOCATION: COUNCIL MEMBER CHAD MIMS

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER TRAVIS BEARD

<u>CALL TO ORDER:</u> COUNCIL PRESIDENT NETTIE DAVIS

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

APPEALS

CITIZEN HEARING

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

ROUTINE AGENDA

- 2. IN THE MATTER OF MINUTES OF NOVEMBER 19, 2024 REGULAR MEETING
- 3. IN THE MATTER OF BILL PAY **KH**
- 4. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS KH
- 5. IN THE MATTER OF BUDGET AMENDMENT #2 FOR FY 2025. KH
- 6. IN THE MATTER OF LOT MOWING TN
- 7. IN THE MATTER OF SUPLUS OF ATTACHMENT OF A FIXED ASSET ITEM FOR SCRAP **AF**
- 8. IN THE MATTER OF TUPELO SPORTS COUNCIL DONATING FUND FOR FLAGS AT VETERANS MEMORIAL **AF**
- 9. IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF OCTOBER 21, 2024 **KK**
- 10. IN THE MATTER OF CVB BOARD MINS. NOVEMBER 5, 2024 SC
- 11. IN THE MATTER OF RATIFICATION OF LEASE BETWEEN THE CITY OF TUPELO AND THE TUPELO AIRPORT AUTHORITY -- BALLARD PARK **BL**
- 12. IN THE MATTER OF RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI APPROVING THE OF AND AUTHORIZING THE OF A DEVELOPMENT AND REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF TUPELO, MISSISSIPPI, LEE COUNTY, MISSISSIPPI AND TARGET CORPORATION; AND FOR RELATED PURPOSES BL

(CLOSE REGULAR SESSION)

STUDY AGENDA

S1. IN THE MATTER OF DEVELOPMENT CODE AMENDMENTS TA-23-01 BL

EXECUTIVE SESSION

ADJOURNMENT



TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE December 3, 2024

SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING TN

Request:

Preliminary Lot Mowing Report for 12/03/2024

| | Violation Ref | Parcel | Location | Owner | Owner Address | Owner City State Zip | Inspector |
|----|---------------|-------------|-----------------------|--|-----------------------|-----------------------|-----------|
| 1. | 48197 | 089Q3201100 | E ELIZABETH ST | ABERNATHY SUE W ETAL | P O BOX 1141 | TUPELO, MS 38802-1141 | JLB |
| 2. | 48199 | 077R3603200 | 1137 BRYSON DR | SHARP'S PROPERTY MANAGEMENT LLC | 159 HUNTER'S CIRCLE | MENDENHALL, MS 39114 | JLB |
| 3. | 48208 | 101D0120301 | 902 TAYLOR ST | STEWART JORDAN | 989 CR 885 | SALTILLO, MS 38866 | JLB |
| 4. | 48220 | 101D0110500 | 1101 PRESIDENT AVE | GREESON LAURA A | 19122 FOXTREE LANE | HOUSTON, TX 77094 | JLB |
| 5. | 48223 | 089V3201200 | E MAIN ST | SETHI S L | 1554 W PEACE ST | CANTON, MS 39046 | JLB |
| 6. | 48224 | 089P3116600 | MALONE BLVD | MILL INVESTMENTS LLC | 103A RANKIN BOULEVARD | TUPELO, MS 38804 | JLB |
| 7. | 48232 | 112C0305000 | 1706 TULIP RD | ABLE JANET | 484 MCNEECE STREET | TUPELO, MS 38804 | BM |
| 8. | 48252 | 101D0104700 | 1005 PIERCE ST | HORTON DALTON & WRIGHT ALLISON | 1005 PIERCE STREET | TUPELO, MS 38801 | JLB |
| 9. | | | | | | | |
| 10 | | | | | | | |
| 11 | | | | | | | |
| 12 | | | | | | | |



TO: Mayor and City Council

FROM: Missy Shelton, Council Clerk

DATE November 25, 2024

SUBJECT: IN THE MATTER OF MINUTES OF NOVEMBER 19, 2024 REGULAR

MEETING

Request:

For your review and approval.

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO STATE OF MISSISSIPPI NOVEMBER 19, 2024

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, November 5, 2024, at 6:00 p.m. The following Council Members were in attendance: Chad Mims, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston, and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member Lynn Bryan was absent. Council Member Janet Gaston gave the prayer, and Boy Scout member, John Pannell, led the pledge of allegiance.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Council Member Gaston moved, seconded by Council Member Beard, to approve the agenda and agenda order, as presented.

The vote was unanimous in favor.

PROCLAMATIONS

Mayor Todd Jordan read and presented a proclamation for Native American Heritage Month to Ms. Sarah Bell Harris and Mr. Brady Davis. APPENDIX A

RECOGNITION GIRL/BOY SCOUTS

Mayor Todd Jordan introduced members of Boy Scout Troop # 12. Those attending were John Pannell, Clark McElwain and James Paul Perry. Mr. Duke Loden accompanied them.

PUBLIC RECOGNITION

Council Member Janet Gaston invited everyone to attend the 'Lighting of Ballard Park' on Thursday, November 21 at 6:00 p.m.

Council Member Travis Beard encouraged everyone to attend the playoff game between Tupelo and Starkville on Friday night.

Council Member Nettie Davis invited everyone to attend the Community Thanksgiving service on November 20 at 11:30 at the Link Centre. Free Thanksgiving food boxes will be distributed at Harrisburg Baptist Church on November 23.

MAYOR'S REMARKS

Mayor Jordan congratulated Kevan Kirkpatrick for the successful Disney on Ice show at the Cadence Bank Arena. Sales tax is up from this time last year. The mayor recognized that Kelly Knight attended the meeting as the new Public Works Director.

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

Randy Donald appeared concerning the property located at 205 North Gloster. After his appeal to Council, it was determined that the property has already been moved and is not on the final lot moving list.

IN THE MATTER OF PUBLIC HEARING FOR DEMOLITION

No one appeared for demolition public hearing.

IN THE MATTER OF MINUTES OF NOVEMBER 5, 2024

Council Member Beard moved, seconded by Council Member Palmer, to approve the minutes of the regular meeting of November 5, 2024. Of those present, the vote was unanimous in favor.

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Council Member Bryan moved, seconded by Council Member Beard, to approve the advertising and promotional items, as presented. Of those present, the vote was unanimous in favor. APPENDIX C

IN THE MATTER OF BUDGET AMENDMENT #1 FOR FY 2025

Council Member Palmer moved, seconded by Council Member Gaston, to approve Budget Amendment #1 for fiscal year 2025. Of those present, the vote was unanimous in favor. APPENDIX D

IN THE MATTER OF REMOVING ITEMS FROM THE TABLE

Council Member Palmer moved, seconded by Council Member Mims, to take the next two items off the table. Of those present, the vote was unanimous in favor.

IN THE MATTER OF TUPELO HOUSING AUTHORITY REAPPOINTMENT OF TILLMON CALVERT (TABLED AT 11-5-2024 MEETING)

Council Member Beard moved, seconded by Council Member Palmer, to approve the reappointment of Tillmon Calvert to the Tupelo Housing Authority. His term will end on May 21, 2024. Of those present, the vote was unanimous in favor. APPENDIX E

IN THE MATTER OF TUPELO HOUSING AUTHORITY REAPPOINTMENT OF KRISTY LUSE (TABLED AT 11-5-2024 MEETING)

Council Member Mims moved, seconded by Council Member Palmer, to approve the reappointment of Kristy Luse to the Tupelo Housing Authority. Her term will end on July 1, 2024. Of those present, the vote was unanimous in favor. APPENDIX F

IN THE MATTER OF LOT MOWING

Council Member Beard moved, seconded by Council Member Gaston, to adjudicate the properties on the final lot mowing list as menaces to the public health, safety and welfare of the community and in need of cleaning and to approve cleaning in accordance with Mississippi Code Annotated Sec. 21-19-11. Of those present, the vote was unanimous in favor. APPENDIX G

IN THE MATTER OF PROPERTIES FOR DEMOLITION

Council Member Palmer moved, seconded by Council Member Mims, to adjudicate the properties on the demolition list as menaces to the public health, safety and welfare of the community and in need of cleaning and to approve cleaning in accordance with Mississippi Code Annotated Sec. 21-19-11. Of those present, the vote was unanimous in favor. APPENDIX H

IN THE MATTER OF LIENS FOR LOT MOWING

Council Member Gaston moved, seconded by Council Member Beard, to approve a Resolution Adjudicating Cost and Assessing Liens Against Real Property associated with property cleanups under Miss. Code Ann. 21-19-11(1972 as amended) for the following properties:

| ADDRESS | PARCEL | LIEN AMOUNT |
|------------------|-------------|-------------|
| 205 Bowen Street | 077Q3602500 | \$ 300.00 |
| 1518 Central | 077Q3615600 | \$ 300.00 |
| 414 Lakeview | 101B0213200 | \$2,000.00 |

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

IN THE MATTER OF REJECTING BID #2024-058PD - DODGE CHARGERS

The City advertised and accepted bids for Bid # 2024-058PD – Dodge Chargers. One bid was received from Cannon Chrysler Jeep Dodge Ram. However, the vendor is not able to fulfill the bid. Council Member Beard moved, seconded by Council Member Gaston, to reject the bid from Cannon Chrysler Jeep Dodge Ram. Of those present, the vote was unanimous in favor. APPENDIX J

IN THE MATTER OF TASK FORCE BODY WORN CAMERA AGREEMENT WITH DEA

Council Member Beard moved, seconded by Council Member Palmer, to approve an agreement with the Drug Enforcement Administration pertaining to use of Tupelo Police Department body-worn cameras by deputized task force officers. Of those present, the vote was unanimous in favor. APPENDIX K

<u>IN THE MATTER OF BID 2024-057PW - CONCRETE SUPPLY AND DELIVERY 6 MONTH TERM</u>

The City advertised and accepted bids for Bid #2057-PW – 6 Month Concrete Supply and Delivery. One bid was received from Senter Transit Mix. Council Member Palmer moved, seconded by Council Member Mims, to find the properly advertised, single bid as commercially reasonable, and to award the bid to Senter Transit Mix. Of those present, the vote was unanimous in favor. APPENDIX L

IN THE MATTER OF REMOVAL OF FIXED ASSET ITEM NOVEMBER 2024

Council Member Beard moved, seconded by Council Member Gaston, to approve the surplus of stolen item Stihl blower BR600 backpack Asset # 19417. Of those present, the vote was unanimous in favor. APPENDIX M

<u>IN THE MATTER OF BID #2024-006PR - HANCOCK AND GUMTREE PARK CHANGE ORDER#1</u>

Council Member Palmer moved, seconded by Council Member Gaston, to approve change order #1 for Bid 2024-006PR – Hancock and Gumtree Park. This change order is an increase of \$32,150.00, with a final contract amount of \$1,198,950.00. The increase was due to change in location of the Gumtree Park pavilion and bathroom within the park. Of those present, the vote was unanimous in favor. APPENDIX N

IN THE MATTER OF FEE INCREASE FOR TUPELO PARKS AND RECREATION AND TUPELO AQUATIC CENTER 2025

Council Member Gaston moved, seconded by Council Member Mims, to approve a fee increase schedule for the Tupelo Park and Recreation Department and the Tupelo Aquatic Center. Note was made that the fees have not been increased since 2007. Of those present, the vote was unanimous in favor. APPENDIX O

IN THE MATTER OF ITEMS FOR SURPLUS - MUNICIPAL COURT

Council Member Beard moved, seconded by Council Member Mims, to approve the surplus of the following:

1996 Dodge Wagon VIN 5517 1998 Ford F150 VIN 3766

These two items are unusable and will be scrapped. Of those present, the vote was unanimous in favor. APPENDIX P

IN THE MATTER OF APPROVAL OF CHANGE ORDER FOR ARPA BID NO 2024-025PW - LUMPKIN STREET TO KINGS CREEK BANK STABILIZATION PROJECT

Council Member Palmer moved, seconded by Council Member Gaston, to approve change order for ARPA Bid 2024-025PW – Lumpkin Street to Kings Creek Bank Stabilization Project. This change order is a decrease of \$52,728.73, with a final contract amount of \$2,185,519.33. Of those present, the vote was unanimous in favor. APPENDIX Q

IN THE MATTER OF APPROVAL OF A SERVICE AGREEMENT WITH SUDDEN SERVICE, INC.

Council Member Mims moved, seconded by Council Member Beard, to approve a three-year service agreement with Sudden Service, Inc. for the inspection, maintenance and repairs for generators at booster stations. Of those present, the vote was unanimous in favor. APPENDIX R

IN THE MATTER OF DEVELOPMENT CODE AMENDMENTS TA-23-01

This item was left on the study agenda.

IN THE MATTER OF SUSPENSION OF RULES

Council Member Gaston moved, seconded by Council Member Beard, to suspend the rules and move items S2, S3 and S4 to the action agenda for a vote. Of those present, the vote was unanimous in favor.

IN THE MATTER OF THE SALE OF REAL PROPERTY LOCATED AT 120 SOUTH HIGHLAND DRIVE

Council Member Beard moved, seconded by Council Member Palmer, to approve the sale of property located at 120 South Highland Drive. This property is no longer needed for municipal purposes and will be sold in the amount of \$11,600. Of those present, the vote was unanimous in favor. APPENDIX S

IN THE MATTER OF THE SALE OF REAL PROPERTY LOCATED AT 124 SOUTH HIGHLAND DRIVE

Council Member Palmer moved, seconded by Council Member Beard, to approve the sale of property located at 124 South Highland Drive. This property is no longer needed for municipal purposes and will be sold in the amount of \$11,500. Of those present, the vote was unanimous in favor. APPENDIX T

IN THE MATTER OF THE SALE OF REAL PROPERTY LOCATED AT 502 AUGUSTA

Council Member Beard moved, seconded by Council Member Gaston, to approve the sale of property located at 502 Augusta. This property is no longer needed for municipal purposes and will be sold in the amount of \$15,000. Of those present, the vote was unanimous in favor. APPENDIX U

EXECUTIVE SESSION

Council Member Palmer moved, seconded by Council Member Gaston, to determine the need for an executive session. Attorney Ben Logan said the session is for the possible sale and purchase of property under Miss. Code Anno. 25-41-7(a) (1972 as amended). Of those present, the vote was unanimous in favor.

Council Member Mims moved, seconded by Council Member Gaston, to close the regular session and enter executive session for discussion of the possible sale of property, under Miss. Code Anno. 25-41-7(a) (1972 as amended) at 6:23 p.m. Of those present, the vote was unanimous in favor.

After discussion in executive session, Council Member Mims moved, seconded by Council Member Gaston to return to the regular meeting at 6:45 p.m. Of those present, the vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Council at this time, Council member Gaston moved, seconded by Council Member Mims, to adjourn the meeting. This the 19th day of November, 2024.

| | Nettie Davis, Council President | |
|------------------------------|---------------------------------|--|
| ATTEST: | | |
| Missy Shelton, Council Clerk | | |
| | APPROVED | |
| | Todd Jordan, Mayor | |
| | | |



TO: Mayor and City Council

FROM: Kim Hanna, CFO/City Clerk

DATE November 25, 2024

SUBJECT: IN THE MATTER OF BILL PAY KH

Request:

For your review and approval.



TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE December 3, 2024

SUBJECT: IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS KH

Request:

There are no items for approval at this time.

ITEMS:

None



TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE December 3, 2024

SUBJECT: IN THE MATTER OF BUDGET AMENDMENT #2 FOR FY 2025. KH

Request:

Please review and approve amendment #2 which includes:

- To increase the general fund for cost of living increases and to decrease the health insurance cost effective 1-1-2025.
- To increase the CVB Budget for cost of living increases and health insurance reductions.
- To increase the Thoroughfare Phase VII budget for cost of living increase and for the reduction in health insurance cost.
- To correct the Thoroughfare Phase VII budget for the true rollover from FY 2024's Budget.
- To correct the Capital & Infrastructure Budget for the true rollover from FY 2024's Budget.
- To increase the Capital & Infrastructure Budget for the recently awarded Homeland Security Grant for the Fire Budget.

ITEMS:

Amendment #2

City of Tupelo Fy 2025 Budget Revision #2

Whereas, the Mayor and City Council of the City of Tupelo have determined that the budget estimates and certain increases are needed in the operating departments, it is hereby resolved to amend the FY 2025 Budget as follows:

| | Original | | Amended |
|----------------------------------|------------|-----------|------------|
| | Budget | Amendment | Budget |
| General Fund Revenues | | | |
| Local Taxes | 9,745,838 | | 9,745,838 |
| Licenses & Permits | 1,585,000 | | 1,585,000 |
| Intergovernmental Revenues | 36,908,333 | 936,682 | 37,845,015 |
| Charges for Services | 756,000 | | 756,000 |
| Fines & Forfeits | 462,000 | | 462,000 |
| Interest Income & Misc. Revenues | 1,505,080 | | 1,505,080 |
| Other Financing Resources | 89,500 | | 89,500 |
| Unreserved Fund Balance | - | - | - |
| | | | |
| Total General Fund Revenues | 51,051,751 | 936,682 | 51,988,433 |

Purpose:

To increase the budget for the cost of living increase at 4% and the decrease of employee insurance both effective 1-1-2025.

Expenditures:

| p | | | |
|--------------------------|----------------|----------------|-----------|
| City Council | | | |
| Personnel | 322,341 | (1,581) | 320,760 |
| Supplies | 6,000 | | 6,000 |
| Other Services & Charges | 354,100 | | 354,100 |
| Capital | 3,600 | - - | 3,600 |
| Total City Council | 686,041 | (1,581) | 684,460 |
| Purpose: | | | |
| Executive Dept. | | | |
| Personnel | 1,097,816 | 28,312 | 1,126,128 |
| Supplies | 23,500 | | 23,500 |
| Other Services & Charges | 289,850 | | 289,850 |
| Capital | | | |
| Total Executive Dept. | 1,411,166 | 28,312 | 1,439,478 |
| Purpose: | | | |
| City Court | | | |
| Personnel | 1,003,787 | 27,821 | 1,031,608 |
| Supplies | 32,300 | | 32,300 |
| Other Services & Charges | 115,248 | | 115,248 |
| Capital | - - | | |
| Total City Court | 1,151,335 | 27,821 | 1,179,156 |
| | | | |

Purpose:

| | Original Budget | Amendment | Amended Budget |
|-------------------------------------|----------------------|-----------|----------------------|
| Finance Department | | | |
| Personnel | 897,854 | 26,496 | 924,350 |
| Supplies | 33,100 | , | 33,100 |
| Other Services & Charges | 672,966 | | 672,966 |
| Capital | 469,500 | | 469,500 |
| Total Finance Department | 2,073,420 | 26,496 | 2,099,916 |
| Purpose: | | | |
| Human Resources | | | |
| Personnel | 355,123 | 10,594 | 365,717 |
| Supplies | 4,100 | | 4,100 |
| Other Services & Charges Capital | 136,875 | | 136,875 - |
| Total Human Resources | 496,098 | 10,594 | 506,692 |
| Purpose: | | | |
| Development Services | | | |
| Personnel | 1,412,615 | 37,554 | 1,450,169 |
| Supplies | 48,000 | | 48,000 |
| Other Services & Charges Capital | 313,300 | | 313,300 |
| Total Development Services | 1,773,915 | 37,554 | 1,811,469 |
| Purpose: | | | |
| Police Dept | | | |
| Personnel | 10,170,958 | 287,050 | 10,458,008 |
| Supplies | 783,486 | | 783,486 |
| Other Services & Charges Capital | 2,633,384 153,500 | | 2,633,384 153,500 |
| Total Police Dept. | 13,741,328 | 287,050 | 14,028,378 |
| Purpose: | | | |
| Fire Dept | | | |
| Personnel | 7,254,225 | 362,797 | 7,617,022 |
| Supplies | 446,474 | | 446,474 |
| | 267 700 | | 367,700 |
| | 367,700 | | · · |
| Other Services & Charges Capital | 10,000 | | 10,000 |

Purpose:

| | Original Budget | Amendment | Amended Budget |
|--|---|-----------|---|
| Public Works Personnel Supplies Other Services & Charges | 3,305,428 419,100 2,394,758 | 84,172 | 3,389,600 419,100 2,394,758 |
| Capital Total Public Works | <u>17,000</u> 6,136,286 | 84,172 | <u>17,000</u> 6,220,458 |
| Purpose: | <u> </u> | <u> </u> | 0,220,100 |
| Parks & Recreation Personnel Supplies Other Services & Charges Capital | 2,435,973 479,820 1,289,600 15,000 | 61,245 | 2,497,218 479,820 1,289,600 15,000 |
| Total Parks & Rec | 4,220,393 | 61,245 | 4,281,638 |
| Purpose: | | | |
| Aquatics Facility Personnel Supplies Other Services & Charges Capital | 493,783 117,500 530,000 10,000 | 8,734 | 502,517 117,500 530,000 10,000 |
| Total Aquatics Facility | 1,151,283 | 8,734 | 1,160,017 |
| Purpose: | | | |
| Museum Personnel Supplies Other Services & Charges Capital | 140,031 8,000 36,900 4,000 | 3,488 | 143,519 8,000 36,900 4,000 |
| Total Museum | 188,931 | 3,488 | 192,419 |
| Purpose: Community Services Purpose: | 1,132,825 | | 1,132,825 |
| Debt Service | 485,257 | | 485,257 |
| Other Financing Uses | 8,320,658 | | 8,320,658 |
| Reserves | 4,416 | | 4,416 |
| Total General Fund Expenditures | <u>51,051,751</u> | 936,682 | 51,988,433 |

| | Original | | Amended |
|---|--|------------|--|
| | Budget | Amendment | Budget |
| Fund 102 2% - Tourism Fund | | | |
| Revenues Intergovernmental Revenue Federal Grants | 6,162,435 | | 6,162,435 |
| Interest & Miscellaneous Income Unreserved Fund Balance | 313,500 | 16,127 | 313,500 16,127 |
| Total Revenues | 6,475,935 | 16,127 | 6,492,062 |
| Expenditures Personnel Services Supplies Other Services & Charges Capital Outlay Other Financing Uses | 973,381 20,500 4,174,554 7,500 1,300,000 | 16,127 | 989,508 20,500 4,174,554 7,500 1,300,000 |
| Total Expenditures | 6,475,935 | 16,127 | 6,492,062 |

Purpose:

To increase for cost of living raise of 4% and decrease in health insurance to be effective

January 1, 2025.

Fund 335 Special Levy Street Improvement Phase VII

| Revenues AdValorem Taxes Homestead Exemption Interest & Miscellaneous Income Unreserved Fund Balance | 6,467,617 223,591 - 4,000,000 | 2,787,716 | 6,467,617 223,591 - 6,787,716 |
|--|--|-------------------------------|--|
| Total Revenues | 10,691,208 | 2,787,716 | 13,478,924 |
| Expenditures Personnel Services | 124.070 | 6.076 | 120.155 |
| Other Services & Charges Capital Outlay Other Financing Uses | 124,079 2,172,802 8,394,327 | 6,076 506,135 2,275,505 | 130,155 2,678,937 10,669,832 |
| Total Expenditures | 10,691,208 | 2,787,716 | 13,478,924 |

Purpose: To increase personnel and to correct rollover from FY 2024.

| | Original Budget | Amendment | Amended Budget |
|---|-------------------------|-------------|-------------------------|
| Fund #327 Tupelo Capital & Infrastructure Fund | | | |
| Revenues | | | |
| Grants | 1,092,972 | 952,050 | 2,045,022 |
| Transfer from Other Funds | 8,077,550 | | 8,077,550 |
| State Funds | 4,600,000 | | 4,600,000 |
| Miscellaneous Income | - - 000 000 | | - - 000 000 |
| Bond Proceeds Unreserved Fund Balance | 5,900,000 27,344,888 | (5,216,111) | 5,900,000 22,128,777 |
| Total Revenues | <u>47,015,410</u> | (4,264,061) | 42,751,349 |
| Expenditures | | | |
| Other Services & Charges | | | |
| Maintenance Projects | 722,471 | (13,562) | 708,909 |
| Street Overlay | 8,409,309 | (612,276) | 7,797,033 |
| Neighborhood Revitalization | 1,505,298 | (23,235) | 1,482,063 |
| Traffic Calming Contingies/Grant Matches | 218,434 | _ | 218,434 |
| Total Other Services & Charges | 10,855,512 | (649,073) | 10,206,439 |
| Capital | | | |
| Infrastructure Improvements | 14,138,743 | (210,069) | 13,928,674 |
| Purchase of Property | 46,364 | (11,347) | 35,017 |
| Equipment | 636,739 | | 636,739 |
| Building Improvements | 10,156,544 | (217,686) | 9,938,858 |
| Park Improvements | 6,798,344 | (3,143,951) | 3,654,393 |
| Vehicles | 385,081 | (71,935) | 313,146 |
| Police Vehicles/Equipment Fire Equipment/Trucks | 1,148,592 2,333,675 | 40,000 | 1,148,592 2,373,675 |
| Contingencies(Grant Matches) | 2,333,073 | 40,000 | 2,373,073 |
| Total Capital | 35,644,082 | (3,614,988) | 32,029,094 |
| Other Financing Uses | 515,816 | <u> </u> | 515,816 |
| Total Expenditures | 47,015,410 | (4,264,061) | 42,751,349 |

Purpose: To correct rollover balances from 2024 and to add the Homeland Security Grant awarded to the Fire Department (40,000).

| | Voting |
|---|--|
| Councilman Chad Mims Councilman Lynn Bryan Councilman Travis Beard Councilman Nettie Davis Councilman Buddy Palmer Councilman Janet Gaston Councilman Rosie Jones | |
| Approved | l: |
| | President of the Council City of Tupelo |
| Attest: | |
| Clerk of the Council | |
| | Mayor City of Tupelo |
| Attest: | |
| City Clerk | |



TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE December 3, 2024

SUBJECT: IN THE MATTER OF LOT MOWING **TN**

Request:

Please review and approve the final lot mowing list.

Preliminary Lot Mowing Report for 12/03/2024

| | Violation Ref | Parcel | Location | Owner | Owner Address | Owner City State Zip | Inspector |
|----|---------------|-------------|-----------------------|--|-----------------------|-----------------------|-----------|
| 1. | 48197 | 089Q3201100 | E ELIZABETH ST | ABERNATHY SUE W ETAL | P O BOX 1141 | TUPELO, MS 38802-1141 | JLB |
| 2. | 48199 | 077R3603200 | 1137 BRYSON DR | SHARP'S PROPERTY MANAGEMENT LLC | 159 HUNTER'S CIRCLE | MENDENHALL, MS 39114 | JLB |
| 3. | 48208 | 101D0120301 | 902 TAYLOR ST | STEWART JORDAN | 989 CR 885 | SALTILLO, MS 38866 | JLB |
| 4. | 48220 | 101D0110500 | 1101 PRESIDENT AVE | GREESON LAURA A | 19122 FOXTREE LANE | HOUSTON, TX 77094 | JLB |
| 5. | 48223 | 089V3201200 | E MAIN ST | SETHI S L | 1554 W PEACE ST | CANTON, MS 39046 | JLB |
| 6. | 48224 | 089P3116600 | MALONE BLVD | MILL INVESTMENTS LLC | 103A RANKIN BOULEVARD | TUPELO, MS 38804 | JLB |
| 7. | 48232 | 112C0305000 | 1706 TULIP RD | ABLE JANET | 484 MCNEECE STREET | TUPELO, MS 38804 | BM |
| 8. | 48252 | 101D0104700 | 1005 PIERCE ST | HORTON DALTON & WRIGHT ALLISON | 1005 PIERCE STREET | TUPELO, MS 38801 | JLB |
| 9. | | | | | | | |
| 10 | | | | | | | |
| 11 | | | | | | | |
| 12 | | | | | | | |



TO: Mayor and City Council

FROM: Alex Farned

DATE November 25, 2024

SUBJECT: IN THE MATTER OF SUPLUS OF ATTACHMENT OF A FIXED ASSET

ITEM FOR SCRAP AF

Request:

We are asking the Mayor and City Council to surplus the following item from the fixed assets for scraps due to it not repairable.

Mower Deck of X-Mark Mower that is an attachment to Asset #16951



TO: Mayor and City Council

FROM: Alex Farned, Director of Parks and Recreation

DATE November 25, 2024

SUBJECT: IN THE MATTER OF TUPELO SPORTS COUNCIL DONATING FUND FOR

FLAGS AT VETERANS MEMORIAL AF

Request:

The Tupelo Sports Council would like to donate \$5,000 for flags that will go out to the Veterans Memorial Park.

See attached Quote.

U.S. FLAG AND FLAGPOLE SUPPLY

Estimate

Item # 8.

P.O. Box 262018 Plano, TX 75026 1-800-710-9892 ginger@usflag.com www.usflag.com

> **ADDRESS** City of Tupelo Attn: Leigh Ann Mattox

PO Box 3608

Tupelo, MS 38801 USA

SHIP TO

City of Tupelo

Attn: Leigh Ann Mattox 655 Rutherford Rd Tupelo, MS 38801 USA

ESTIMATE #

DATE

4569

UPS

11/18/2024

SHIP VIA

SALES REP

Robin

| ACTIVITY | QTY | RATE | AMOUNT |
|--|----------|--------|-----------|
| TUS35 3'X5' Poly US | 100 | 34.00 | 3,400.00 |
| TUS58 5'X8' Poly US | 10 | 79.00 | 790.00 |
| TUS1218 12'X18' Poly US Flag | 2 | 446.00 | 892.00 |
| TUS1015 10'X15' Poly US Flag | 2 | 308.00 | 616.00 |
| Miscellaneous:Miscellaneous Set of 5 Military Branches 5'x8' Outdoor Nylon Flags: Air Force, Army, Coast Guard, Marine Corps, Navy | 2 | 446.00 | 892.00 |
| MilitaryPOW58S 5x8 Nylon POW Single-Sided | 2 | 85.00 | 170.00 |
| PSTATE58 5'X8' State of Mississippi Poly Flag | 10 | 172.00 | 1,720.00 |
| Custom 5'X8' Custom Green Parks & Recs Nylon Flags - Single Face (Qty of 6 price would be \$154.60ea) | 2 | 205.00 | 410.00 |
| Freight Shipping (ESTIMATED) (For All Flags) | 1 | 250.00 | 250.00 |
| A153125ExtS-Shaft 15' x 3" x .125" External Halyard Cone Tapered Aluminum 1pc Flagpole *Satin Brush Finish* | 1 | 548.00 | 548.00 |
| Freight Shipping for Flagpole | 1 | 450.00 | 450.00 |
| THANK YOU FOR THE ORDER; WE APPRECIATE YOUR BUSINESS!! | SUBTOTAL | | 10,138.00 |
| U.S. FLAG AND FLAGPOLE SUPPLY | TAX | | 0.00 |

Rolen R Stown

\$10,138.00



TO: Mayor and City Council

FROM: Kevan Kirkpatrick, Director Cadence Bank Arena

DATE November 20, 2024

SUBJECT: IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES

OF OCTOBER 21, 2024 KK

Request:

PLEASE REVIEW AND ACCEPT MINUTES OF OCTOBER 21, 2024 KK



Tupelo Coliseum Commission Regular Meeting Minutes October 21, 2024

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, October 21, 2024 at 3:00 p.m. in the Conference Center with the following present:

Vice Chair- Stephanie Coomer Commission Secretary-Darrell Marecle Commissioner-Louis Conley Commissioner- Gerald Peralta Commissioner-Cooper Miller

Representatives of the City of Tupelo Present:

Kevan Kirkpatrick – Executive Director - Cadence Bank Arena and Conference Center Leslie Bailey- Office Manager- Cadence Bank Arena and Conference Center Kim Hanna- CFO

Vice Chair Stephanie Coomer called the meeting to order at 3:00 p.m.

Approval of minutes from September 16, 2024 was discussed. Commissioner Gerald Peralta made a motion to approve the minutes as written, seconded by Commissioner Louis Conley. All commission members voting aye, the motion passed.

Financial Report

Kim Hanna discussed the financial report.

Director's Report

Kevan gave us an update on our past events. We had the Tupelo Fair 09/25-29th, Brantley Gilbert 10/11 with approximately 3500 people attending and a night we will never forget. Brantley's wife gave birth to their baby boy in our parking lot on the tour bus during the middle of the show. We also held 39 meeting events.

Kevan also updated us on our upcoming events. We have Disney on Ice from 11/14-17 (6) total shows, 41 meeting events and Kevan also discussed our upcoming announcements.

Old Business:

Kevan gave us an update on attending the IEBA Conference in Nashville, TN



New Business

Surplus to destroy approximately 50 pair of old ice skates was discussed. Commissioner Cooper Miller made a motion to approve, seconded by Commission Secretary Darrell Marecle. All commission members voting aye, the motion passed.

Check Approval:

Commission Secretary Darrell Marecle made a motion to approve the checks from September, seconded by Commissioner Louis Conley. All commissioners voted aye; the motion passed.

Adjournment:

Secretary

Vice Chair Stephanie Coomer adjourned the meeting at approximately 3:25 p.m.



TO: Mayor and City Council

FROM: Stephanie Coomer, Director

DATE November 21, 2024

SUBJECT: IN THE MATTER OF CVB BOARD MINS. NOVEMBER 5, 2024 SC

Request:

Review November Board Mins.



Tupelo Convention & Visitors Bureau Board Meeting Tuesday, November 5, 2024

The Tupelo Convention & Visitors Bureau met Tuesday, November 5, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Stephanie Coomer, Louis Britton, and Leslie Nabors. Board members Stephanie Browning and Steven Blaylock joined via phone. Councilwoman Nettie Davis and Rosiland Barr were present on behalf of the City of Tupelo. Tupelo CVB staff members present were Mitch Lowe, Jennie Bradford Curlee, and Elizabeth Russell.

Stephanie Coomer called the meeting to order at 2:06 p.m.

Leslie Nabors made a motion to approve the agenda. Louis Britton seconded the motion. All voting aye, the motion carried.

Louis Britton moved that the minutes from October 1, 2024 be approved as presented. Leslie Nabors seconded the motion. All voting aye, the motion carried.

Rosiland Barr presented the financial report.

Mitch Lowe, Jennie Bradford Curlee, and Elizabeth Russell presented staff reports.

Steven Blaylock made a motion to fund the Link Centre request for \$23,000 to update the black box theater. Louis Britton seconded the motion. All voting aye, the motion carried.

Louis Britton made a motion to extend the terms of a contract with Derse, Inc. to update the Tupelo Visitors Center (approved at the January 11, 2022 board meeting) through the end of FY '25. Leslie Nabors seconded the motion. All voting aye, the motion carried.

Stephanie Coomer presented two quotes for indoor/outdoor custom-designed event letters and asked the board to approve the purchase of the product from Your-Type 3D Event Letters, as it best suits the needs of the CVB. Nabors made a motion to approve the purchase of a 3D Event Logo from Your-Type 3D Event Letters for \$6,250. Stephanie Browning seconded the motion. All voting aye, the motion carried.

The meeting adjourned at 2:38 p.m.

Submitted by:

Stephanie Coomer, Chairman



TO: Mayor and City Council

FROM: Ben Logan, City Attorney

DATE November 26, 2024

SUBJECT: IN THE MATTER OF RATIFICATION OF LEASE BETWEEN THE CITY OF

TUPELO AND THE TUPELO AIRPORT AUTHORITY -- BALLARD PARK

Request:

Please ratify lease between city and airport authority. City council approved the form of the lease and authorized the mayor and city clerk to sign same at a previous meeting.

LEASE AGREEMENT BETWEEN TUPELO AIRPORT AUTHORITY AND CITY OF TUPELO

| | This I | Lease | e Agreemen | it is entered | into on this the _ | day | of_ | | | _, 2024, by |
|-----|---------|-------|------------|---------------|--------------------|-----------|-----|------|----|-------------|
| and | between | the | TUPELO | AIRPORT | AUTHORITY, | "Lessor", | and | CITY | OF | TUPELO, |
| MIS | SISSIPP | I, "L | Lessee". | | | | | | | |

WHEREAS, the parties entered into a twenty-year lease agreement on May 6, 2008 through May 31, 2028 for certain leased property owned by Lessor located in the clear zone south of the runway of the Tupelo Municipal Airport; and

WHEREAS, Lessee desires to continue using the leased premises identified in the May 6, 2008 lease for Ballard Park purposes; and

WHEREAS, Lessee desires to lease for Ballard Park purposes additional real property owned by Lessor; and

WHEREAS, the property to be leased consists of a real property owned by Lessor in Parcel 102T-03-031-00 and Parcel 102T-03-033-00, LESS AND EXCEPT Tupelo Airport Authority lots 16, 17 and 18, comprising real property west of Glasgow Lane, all more particularly depicted in Exhibit A; and

WHEREAS, Lessor is willing to lease the real property as set forth in this Lease Agreement; and

NOW, THEREFORE, the parties hereto agree as follows:

- 1. <u>LEASED PREMISES</u>. Lessor hereby leases to Lessee the Leased Premises upon all of the covenants and conditions contained herein including access thereto. The parties agree that the current lease will terminate upon the execution of this lease agreement.
- 2. <u>USE OF PREMISES</u>. Lessee may use the Leased Premises for purposes customarily associated with a municipal park and for other related public and municipal purposes, as limited herein, including the use of any currently paved area for public parking. Use of the

Leased Premises shall be in full compliance with all applicable laws and regulations, including, without limitation, all regulations of the Federal Aviation Administration and the Ordinance of the Tupelo Airport Authority Establishing Rules, Regulations and Fees. Public parking and other use of the Leased Premises shall not interfere with operations of the Airport or of any other Lessee, of Lessor or with aviation activities at the Airport. Public vehicles shall not be stored on the Leased Premises. Lessee shall not permit bright lights on the premises which could interfere with air traffic.

Violation of any of the terms of this section may, at Lessor's option, result in termination of the lease, in addition to any and all other available remedies.

- 3. <u>TERM</u>. The term of this lease shall commence on _______, 2024, and shall continue through and expire on _______, 2044, unless otherwise terminated as provided herein.
- 4. <u>RENT</u>. The parties hereto agree that the rent for the Leased Premises during the first two years of the term of the lease shall be \$175,000.00 per year, payable in (annual, quarterly, or monthly) installments. The annual rent for each succeeding year of the lease term shall be increased by One Thousand Seven Hundred Fifty Dollars (\$1750.00).
- 5. <u>UTILITIES</u>. Lessee shall pay all utility charges incurred in the operation or occupancy of the Leased Premises.
- 6. <u>IMPROVEMENTS</u>. Lessee may make reasonable modifications and improvements to the Leased Premises consistent with its use as a municipal park, subject to the approval of Lessor, which approval shall not be unreasonably withheld.
- 7. <u>MAINTENANCE</u>. Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, landscaped and trimmed, free of hazards and waste, and in a safe condition, and shall return the Leased Premises in the same condition as at the beginning of the term.
- 8. <u>JANITORIAL</u>. Lessee shall be responsible for all landscape, janitorial and custodial services and for keeping the grounds in a neat, clean and orderly condition and appearance.

9. <u>INSURANCE AND INDEMNITY</u>. Lessee agrees to maintain, at its own expense, general public liability insurance written by responsible insurance carriers licensed to do business in the State of Mississippi with policy limits of not less than One Million Dollars (\$1,000,000.00) for any claim arising out of any one occurrence, provided that with respect to any occurrence for which liability is by limited by the Mississippi Tort Claims Act, such policy may provide for policy limits not less than the amount of the statutory limitation on recoverable damages. Said insurance shall provide for contractual liability coverage to cover the obligations assumed herein.

Lessee agrees to indemnify, defend and hold harmless Lessor, its commissioners, employees and agents against all claims, liabilities, damages, costs, penalties, fines and expenses, including attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises.

- 10. <u>ASSIGNMENT AND SUBLETTING</u>. Lessee shall not assign this lease or sublet all or any part of the Leased Premises.
- NON-DISCRIMINATION. Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration for this Lease Agreement, does hereby covenant and agree as a covenant running with the land that it will comply with pertinent statutes, executive orders and rules as are promulgated to assure that no persons shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods:
- (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.
- 12. <u>NON-EXCLUSIVE RIGHTS</u>. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of section 308 of the Federal Aviation Act.
- 13. <u>RIGHT OF FLIGHT</u>. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on the Airport.
- OBSTRUCTIONS. Lessee by accepting this lease expressly agrees for itself, its successors and assigns, that it will not erect or permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder that would constitute an obstruction to air navigation in the opinion of Airport or pierce the transition zone as in Part 77 of the Federal Aviation Regulations. In the event the aforesaid covenant is breached, Lessor reserved the right to enter upon the land leased hereunder and to remove the offending structure or object and cut off the offending trees all of which shall be at the expense of Lessee.
- 15. <u>RIGHT TO DEVELOP AIRPORT</u>. It is further covenanted and agreed that Lessor reserves the right to further develop or improve the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways, except on the Leased Premises, as it may see fit, regardless of the desires or views of Lessee and without interference or hindrance.
- 16. <u>RIGHT TO AMEND</u>. In the event that the Federal Aviation Administration or its successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in

no event will Lessee be required pursuant to this paragraph to agree to an increase in the rent provided for hereunder, a reduction in the size of the Leased Premises, or a change in the use of the Leased Premises, (provided it is an authorized use hereunder) to which Lessee has put the Leased Premises.

- 17. <u>COVENANT AGAINST LIENS</u>. Lessee shall not permit any lien to be attached to the Leased Premises by reason of any act or omission of Lessee.
- 18. <u>HOLDOVER</u>. In the event Lessee continues to occupy the Leased Premises after the expiration of the term of this lease, a monthly tenancy, terminable by either party on one month's notice, shall be created upon the same terms and conditions as set forth herein.
- 19. <u>SUBORDINATION OF AGREEMENTS</u>. This Lease Agreement shall be subordinate to the provisions and requirements of any existing agreement between Lessor and/or the City of Tupelo, Mississippi, and/or the United States of America, related to the development, operation or maintenance of the Airport or any grant. In the event of future agreements between the parties aforesaid, this Lease Agreement shall subordinate to the provisions and requirements of such future agreements.
- 20. WASTE. (a) Lessee shall, at Lessee's own expense, comply with any and all environmental laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), (hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act and Amendments of 1980, the Hazardous and Solid Waste Disposal Act Amendments of 1984, (hereinafter called "RCRA") or any other law, rule, regulation, order or ordinance relating to the environment, hazardous or toxic materials or waste, as defined herein, or other controlled or regulated substances. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the Environmental Protection Agency (the "Agency") or any other agency or government division or department having jurisdiction, for purposes of compliance with all applicable environmental

laws, rules, regulations, orders and ordinances. In the event the Agency or any other governmental agency, division or department should determine that a clean-up plan must be prepared and that a clean-up must be undertaken because of spills or discharges of hazardous substances or waste, as defined herein, at, on or under the leased premises which occurred during the term of this lease, Lessee, at its expense, shall cause such clean-up plan to be prepared and cause such clean-up to be undertaken. Lessee's failure to abide by the terms of this article shall be restrainable by injunction.

- (b) Lessee shall provide, at its sole expense, complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport and in compliance with all applicable laws, regulations and orders, of all trash, garbage, oil, fuel products and other refuse generated due to the operation of Lessee's business. Lessee shall have sole responsibility for the proper handling, storage, transportation and removal of hazardous materials, hazardous waste, toxic waste, infectious waste and petroleum waste (all of which materials and substances shall hereinafter be referred to as "Waste") generated by Lessee or used, stored or transported for Lessee's benefit on the leased premises. Lessee shall strictly comply with all state and federal environmental laws and regulations, including proper record keeping. Lessee shall provide for the removal of all such Waste with reputable, responsible companies, and Lessee will provide to Lessor certificates of proper disposal or destruction. No such Waste shall be placed in regular trash or garbage receptacles or dumpsters. Lessee shall notify Lessor upon receipt of any environmental complaints by third parties or the release of any Waste which is cause by Lessee or a third party as soon as is reasonably possible, but in no event later than forty-eight (48) hours after receipt of the complaint or after the release of the Waste.
- (c) Lessee shall maintain the real property upon which the premises are located free of contamination from any of such Waste. Lessee shall bear the expense of remediating and returning the property upon which the premises is located, or any of the real property described herein contaminated by Lessee, to its original, uncontaminated state. In the event that it becomes necessary for Lessor to enter the premises to conduct an environmental assessment, to remediate or

clean up any contamination, such entry, remediation or clean-up shall not waive any rights of recovery against Lessee.

(d) The provisions of this agreement regarding Lessee's indemnification of Lessor shall apply to any claim or assertion made against Lessor and any fine, penalty, settlement or award made against Lessor arising out of or in connection with any act or omission of Lessee, its officers, employees or contractors, resulting in a violation of any federal or state environmental laws or regulations, or breaches of this Article, or resulting in the improper release, spillage, storage, disposal or transportation of Lessee's Waste. This indemnity covenant shall survive the termination or expiration of this lease.

IN WITNESS WHEREOF, the parties hereto have executed this lease by officers or agents duly authorized so to do.

LESSOR

TUPELO AIRPORT AUTHORITY

Michael Eric Gibens, Chairman

ATTEST:

Bryan Hawkins, Vice-Chairman

LESSEE

CITY OF TUPELO

Todd Jordan Mayo

ATTEST:

Kim Hanna, City Clerk

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **Michael Eric Gibens** and **Bryan Hawkins**, known to me to be the Chairman and Vice-Chairman, respectively, of Tupelo Airport Authority who acknowledged that they signed and delivered the above and foregoing Lease on the day and year therein mentioned on behalf of Tupelo Airport Authority with full authority so to do.

Given under my hand and seal, this the

day of over 1 p. 2024.

NOTARY PUBLIC

PRY PUB D # 48969 RITA MICHELLE GUNN (S E A L) Commission Expires Sept. 25, 2027

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **TODD JORDAN** and **KIM HANNA**, known to me to be the Mayor and Clerk, respectively, of the City of Tupelo, Mississippi, and that for an on behalf of said municipality, and as its act and deed, they signed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said municipality so to do.

| instrument for the purposes mentioned on the c | day and year therein mentioned, after mist have |
|---|---|
| been duly authorized by said municipality so to d | 0. |
| Given under my hand and seal, this the | day of, 2024. |
| | |
| | NOTARY PUBLIC |
| | |
| (SEAL) | |
| | |
| MY COMMISSION EXPIRES: | |
| | |

EXHIBIT A



TO: Mayor and City Council

FROM: Ben Logan, City Attorney

DATE November 26, 2024

SUBJECT: IN THE MATTER OF RESOLUTION OF THE MAYOR AND THE CITY

COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AND REIMBURSEMENT AGREEMENT BETWEEN THE

CITY OF TUPELO, MISSISSIPPI, LEE COUNTY, MISSISSIPPI AND

TARGET CORPORATION; AND FOR RELATED PURPOSES.

Request:

Please find attached resolution approving the form of and authorizing the development agreement between Tupelo, Lee County and Target. The parties are still working on certain provisions of the development agreement but expect to have them ready by Tuesday.



TO: Mayor and City Council

FROM: Ben Logan, City Attorney

DATE April 11, 2024

SUBJECT: IN THE MATTER OF DEVELOPMENT CODE AMENDMENTS TA-23-01

Request:

These development code amendments deal with residential uses by adding and revising definitions, changing uses within base zoning districts, updating tables and providing supplemental standards. These amendments will be considered separately by subject matter below:

TA 23-01 (1) Definitions. Enacted in part 12-19-2023.

TA 23-01 (2) Multifamily. Enacted in part 4-2-2024.

TA 23-01 (3) Temporary Shelters. Moved to Study Agenda 2-20-2024.

TA 23-01 (4) Congregate Living. Moved to Study Agenda 2-20-2024.

TA 23-01 (5) Errata and Addenda of Separate Ordinances. Moved to Study Agenda 2-20-2024

These matters will be moved up when completed.