TUPELO REGULAR CITY COUNCIL MEETING

NOVEMBER 03, 2026 AT 6:00 PM
COUNCIL CHAMBERS | CITY HALL

AGENDA

INVOCATION: COUNCIL MEMBER JANET GASTON

PLEDGE OF ALLEGIANCE: COUNCIL VICE PRESIDENT BENTLEY NOLAN

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

Daniel Hankins	Fire Department	5 years
Levi Tutor	Fire Department	15 years

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

2. IN THE MATTER OF TEXT AMENDMENT 26-02 TO AMEND CHAPTER 4 OF THE TUPELO DEVELOPMENT CODE TO ALLOW LIGHT MANUFACTURING AND WAREHOUSING BY COMPATIBILITY AND HEAVY MANUFACTURING BY FLEXIBILITY IN THE MIXED-USE COMMERCIAL CORRIDOR 2 (MUCC-2) ZONING DISTRICT **TN**

3. IN THE MATTER OF TEXT AMENDMENT 26-03 TO ESTABLISH A CONSISTENT REQUIREMENT FOR COMMERCIAL DEVELOPMENTS TO INSTALL CURB AND GUTTER ALONG ADJOINING PUBLIC STREETS WHERE THOSE IMPROVEMENTS ARE ABSENT. **TN**

4. IN THE MATTER OF TEXT AMENDMENT 26-04 TO AMEND CHAPTER 11 OF THE TUPELO DEVELOPMENT CODE TO ESTABLISH AN ADMINISTRATIVE PROCESS FOR DETERMINATION OF ABANDONED COMMERCIAL OCCUPANCY AND REOCCUPANCY **TN**

5. IN THE MATTER OF TEXT AMENDMENT 26-05 TO AMEND CHAPTER 5 OF THE TUPELO DEVELOPMENT CODE TO UPDATE ALLOWED NON-RESIDENTIAL USES IN THE COLISEUM SUBDISTRICT OF THE MIXED-USE DOWNTOWN OVERLAY DISTRICT **TN**

6. IN THE MATTER OF REZONING APPLICATION RZ26-05 TO REZONE A 4.56-ACRE TRACT ADJOINING PRAIRIE COVE SUBDIVISION WITHIN THE 6201 CHESTERVILLE ROAD PARENT PARCEL FROM A/O TO LDR **TN**

7. IN THE MATTER OF REZONING APPLICATION RZ26-06 TO REZONE A LANDLOCKED 1.025-ACRE TRACT IDENTIFIED AS PARCEL # 076K-23-064-00 OFF MCCULLOUGH BLVD FROM LDR TO MUCC **TN**

8. IN THE MATTER OF PRELIMINARY PLAT APPROVAL FOR GARFIELD COMMONS SUBDIVISION **TN**

9. IN THE MATTER OF REVIEW/APPROVE DEVELOPMENT PLAN (MAJOR SITE PLAN APPLICATION 26-01) FOR GARFIELD COMMONS **TN**

10. IN THE MATTER OF THE DRAFT TUPELO 2040 COMPREHENSIVE PLAN **TN**

ROUTINE AGENDA

11. IN THE MATTER OF REVIEW/APPROVE CITY COUNCIL MEETING MINUTES OF OCTOBER 20, 2026

12. IN THE MATTER OF ADDITIONAL STATE-APPROVED HOLIDAYS FOR CITY EMPLOYEES **TJ**

13. IN THE MATTER OF BILL PAY **KH**

Council Member Travis Beard
Council Member Janet Gaston
Council Member Nettie Davis

14. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

ITEMS:

PPI - $1,175.00 - Splash Brochures
MS Radio Group - $ 299.00 - Thanksgiving ads from the City of Tupelo
MS Rado Group $ 299.00 - Christmas ads from the City of Tupelo

15. IN THE MATTER OF BUDGET AMENDMENT #2 FOR FY 2027. **KH**

16. IN THE MATTER OF THE ELECTRIC FUND AUDIT FOR FY 2026 **KH**

17. IN THE MATTER OF RATIFICATION OF A CONTRACT BETWEEN THE CITY OF TUPELO AND BUSINESS COMMUNICATIONS, INC. (BCI) AWARDED ON OCTOBER 6, 2026, FOR THE PURCHASE OF SERVER MIGRATION HARDWARE AND SOFTWARE AND PROCURED PURSUANT TO I.T. HARDWARE EPO 4671 **(KH/WT)**

18. IN THE MATTER OF APPROVAL TO SUBMIT FY27 COUNTER UNMANNED AIRCRAFT SYSTEMS (C-UAS) GRANT PROGRAM APPLICATION **AC**

19. IN THE MATTER OF APPROVAL FOR THE MAYOR TO EXECUTE A MOU BETWEEN THE CITY OF TUPELO AND THE MISSISSIPPI OFFICE OF HOMELAND SECURITY FOR THE FY27 COUNTER UNMANNED AIRCRAFT SYSTEMS (C-UAS) GRANT PROGRAM APPLICATION **AC**

20. IN THE MATTER OF APPROVAL TO SUBMIT FY26 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM – LOCAL FORMULA GRANT APPLICATION **AC**

21. IN THE MATTER OF APPROVAL FOR THE MAYOR TO EXECUTE A MOU BETWEEN THE CITY OF TUPELO AND LEE COUNTY SHERIFF'S OFFICE FOR THE BJA FY25 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (JAG) PROGRAM LOCAL FORMULA GRANT **AC**

22. IN THE MATTER OF APPROVAL FOR THE MAYOR TO EXECUTE A MATCHING GRANT AGREEMENT BETWEEN THE CITY OF TUPELO, THE TUPELO AIRPORT AUTHORITY, AND THE MISSISSIPPI TRANSPORTATION COMMISSION TO PAY

2.5 PERCENT OF THE TOTAL PROJECT COST FOR PROJECT NUMBER 3-28-0070-057-2025 – AIR TRAFFIC CONTROL TOWER REHABILITATION (PHASE 2) **AC**

23. IN THE MATTER OF APPROVAL FOR THE MAYOR TO EXECUTE A MATCHING GRANT AGREEMENT BETWEEN THE CITY OF TUPELO, THE TUPELO AIRPORT AUTHORITY, AND THE MISSISSIPPI TRANSPORTATION COMMISSION TO PAY 2.5 PERCENT OF THE TOTAL PROJECT COST FOR PROJECT NUMBER 3-28-0070-058-2026 – CONSTRUCTION OF SERVICE ROAD **AC**

24. IN THE MATTER OF APPROVAL FOR THE MAYOR TO EXECUTE A MATCHING GRANT AGREEMENT BETWEEN THE CITY OF TUPELO, THE TUPELO AIRPORT AUTHORITY, AND THE MISSISSIPPI TRANSPORTATION COMMISSION TO PAY 2.5 PERCENT OF THE TOTAL PROJECT COST FOR PROJECT NUMBER 3-28-0070-059-2026 – CONSTRUCTION OF SERVICE ROAD **AC**

25. IN THE MATTER OF APPROVAL FOR THE MAYOR TO EXECUTE A MATCHING GRANT AGREEMENT BETWEEN THE CITY OF TUPELO, THE TUPELO AIRPORT AUTHORITY, AND THE MISSISSIPPI TRANSPORTATION COMMISSION TO PAY 2.5 PERCENT OF THE TOTAL PROJECT COST FOR PROJECT NUMBER 3-28-0070-060-2026 – REHABILITATE RUNWAY 18/36 (PHASE 1 – DESIGN) **AC**

26. IN THE MATTER OF REVIEW/APPROVE MINUTES OF THE AUGUST 31, 2026 PLANNING COMMITTEE MEETING **TN**

27. IN THE MATTER OF REVIEW/APPROVE MINUTES OF THE OCTOBER 3, 2026 PLANNING COMMITTEE MEETING **TN**

28. IN THE MATTER OF THE SURPLUS AND DEMOLITION OF OLD FIRE STATION #5 LOCATED AT 2667 SOUTH GREEN STREET **BR**

29. IN THE MATTER OF BID AWARD APPROVAL BID NO. 2026-040PW GLENWOOD CEMETERY RENOVATIONS - **KWK**

30. IN THE MATTER OF APPROVAL OF HUNTINGTON BANK ARENA MINUTES OF SEPTEMBER 28, 2026 **KK**

31. IN THE MATTER OF AN EMERGENCY PURCHASE OF THREE (3) 150 kVA THREE PHASE PADMOUNT TRANSFORMERS **JT**

32. IN THE MATTER OF APPROVAL OF AN ORDER AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT OR NEAR 320 S. CHURCH STREET **SR**

33. IN THE MATTER OF APPROVAL OF AN ORDER AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 296 ELVIS PRESLEY DRIVE **SR**

34. IN THE MATTER OF APPROVAL OF A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF TUPELO AND THE ELVIS PRESLEY MEMORIAL

FOUNDATION CONCERNING THE PURCHASE OF PROPERTY AT 296 ELVIS PRESLEY DRIVE **SR**

35. IN THE MATTER OF REVIEW / APPROVE FINAL LOT MOWING LIST **TN**

(CLOSE REGULAR SESSION)

STUDY AGENDA

EXECUTIVE SESSION

ADJOURNMENT

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: TANNER NEWMAN, DIRECTOR OF DEVELOPMENT SERVICES

DATE 11/03/26

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

Request:

PRELIMINARY LOT MOWING LIST 11-03-26

RECORD #	PARCEL ID	VIOLATION ADDRESS	OWNER NAME	OWNER ADDRESS	OWNER CITY/STATE/ZIP			CODE INSP
LM-26-607	101G-01-234-00	1507 WINTER VALLEY DRIVE, TUPELO, MS 38801	NAVRAN IAN D	1507 WINTER VALLEY DR	TUPELO	MS	38801	JLB
LM-26-605	089F-30-047-00	505 WEST BARNES STREET, TUPELO, MS 38804	HILL JIMMY & TONI	30218 CENTRAL GROVE RD	NETTLETON	MS	38858	EG
LM-26-604	077G-25-031-00	909 DESOTO DRIVE, TUPELO, MS 38801	KRISTINA DUNIGAN	909 DESOTO DRIVE	TUPELO	MS	38801	JTL
LM-26-602	101B-02-101-00	618 MAYNARD DRIVE, TUPELO, MS 38801	LIVINGSTON JAGER SAMUEL	618 MAYNARD DRIVE	TUPELO	MS	38801	RS
LM-26-601	101B-02-039-00	618 ANDERSON STREET, TUPELO, MS 38801	SPEARMAN JOEY RENTALS LLC	173 RD 13	TUPELO	MS	38801	RS
LM-26-600	077K-35-139-00	207 SOUTH IONE STREET, TUPELO, MS 38801	SMITH KEITH O	207 S IONE STREET	TUPELO	MS	38801	RS

AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 20, 2026

SUBJECT: IN THE MATTER OF TEXT AMENDMENT 26-02 TO AMEND CHAPTER 4 OF THE TUPELO DEVELOPMENT CODE TO ALLOW LIGHT MANUFACTURING AND WAREHOUSING BY COMPATIBILITY AND HEAVY MANUFACTURING BY FLEXIBILITY IN THE MIXED-USE COMMERCIAL CORRIDOR 2 (MUCC-2) ZONING DISTRICT **TN**

Request: Amend Chapter 4 of the Tupelo Development Code to allow *Manufacturing, Light* and *Warehouse and/or Distribution and/or Freight Facility* by Compatibility, and *Manufacturing, Heavy* by Flexibility in the Mixed-Use Commercial Corridor 2 (MUCC-2) Zoning District.

Planning Committee Recommendation: APPROVAL (August 31, 2026)

CITY OF TUPELO

DEPARTMENT OF DEVELOPMENT SERVICES

STAFF ANALYSIS | October 2026

TA26-02 | MUCC-2 MANUFACTURING AND WAREHOUSING

Application Type	Development Code Text Amendment
Code Section	Chapter 4 - Sections 4.11.5.4 and 4.11.5.6
Meeting Date	November 3, 2026
Subject	Manufacturing and Warehousing in MUCC-2

PROPOSED AMENDMENT SUMMARY

Chapter 4: Amend Sections 4.11.5.4 and 4.11.5.6 - MUCC-2

Allow Manufacturing, Light and Warehouse and/or Distribution and/or Freight Facility by Compatibility, and Manufacturing, Heavy by Flexibility. Apply the same additional use standards to all three uses.

STAFF ANALYSIS

An approved economic development project in the MUCC district demonstrates a need to consider manufacturing and warehousing on suitable corridor sites. These uses can support employment, investment, and productive use of property where access, infrastructure, and surrounding development are compatible.

The amendment provides a consistent review pathway for similarly situated MUCC-2 properties. Shared standards address operating information, use classification, truck access and circulation, screening, operational impacts, utility capacity, and emergency access. Heavy manufacturing remains subject to flexibility review. Economic development approval does not substitute for required land-use, site-plan, or permit approvals.

STAFF RECOMMENDATION

Staff recommends APPROVAL of TA26-02, allowing light manufacturing and warehousing by compatibility and heavy manufacturing by flexibility in MUCC-2, subject to the same additional use standards in the attached amendment.

TA26-02 | PROPOSED TEXT AMENDMENT

Amend Section 4.11.5.4

Revise the Uses by Compatibility – MUCC-2 list as follows. The two added uses are highlighted in bold.

(1) ~~Apartment Development. *~~

(1) Broadcasting Facility, Radio and/or Television.

(2) Campground and/or RV Park.

(3) Crematory.

(4) Drinking Establishment.

(5) Educational Facility, Vocational Training.

(6) Engine Repair, Small.

(7) Manufacturing, Light. **

(8) Office with Storage.

(9) Parking Facility, Off-Site.

(10) Research and Development Facility.

(11) Retail Sales, Lumber Yard or Building Materials.

(12) Utility, Major.

(13) Utility, Minor.

(14) Veterinarian Clinic without Outdoor Kennel.

(15) Warehouse and/or Distribution and/or Freight Facility. **

(16) Woodworking or Cabinet-Making Facility.

~~* Permitted by compatibility if they have eight or fewer units and if located on a major collector or arterial street; otherwise by flexibility.~~

** Subject to the additional use standards below.

Amend Section 4.11.5.6

Revise the Uses by Flexibility – MUCC-2 list as follows. The one added use is highlighted in bold.

(1) Cannabis Research Facility.

(2) Cannabis Testing Facility.

~~(3) Duplex Dwelling. *~~

~~(4) Patio Home/Zero-Lot-Line Home. *~~

(3) Engine Repair, Large.

(4) Manufacturing, Heavy. **

(5) Printing and/or Publishing Facility.

(6) Self-Serve Storage Facility.

(7) Telecommunications Tower.

Additional use standards

The following standards apply equally to Manufacturing, Light and Warehouse and/or Distribution and/or Freight Facility as Uses by Compatibility, and Manufacturing, Heavy as a Use by Flexibility, under MUCC-2. Approval through the applicable review process requires findings that these standards are met:

(1) Application information. The applicant shall submit an operational statement and site plan identifying production processes, operating and delivery hours, expected truck frequency and routes, loading and queuing areas, outdoor storage, equipment, and utility requirements.

(2) Use classification. The proposed operation shall meet its applicable use definition in Chapter 2. Manufacturing, Light shall be reviewed by compatibility; Manufacturing, Heavy shall be reviewed by flexibility. Heavy manufacturing shall not be approved under the light manufacturing classification.

(3) Access and circulation. Access and on-site circulation shall accommodate the proposed truck types and traffic volumes. Required truck maneuvering, loading, unloading, and queuing shall occur on site without obstructing public streets, sidewalks, required parking, or emergency access. A traffic impact analysis shall be provided when required by the Code.

(4) Site layout and screening. Outdoor storage, loading areas, refuse areas, and equipment shall be identified on the approved site plan and screened from public street views and adjoining residential uses. Screening, landscaping, buffers, and building placement shall comply with applicable Code standards and preserve required sight distances and pedestrian connections.

(5) Operational compatibility. The application shall demonstrate how noise, vibration, dust, fumes, odors, glare, and lighting will be controlled to comply with applicable standards and protect adjoining properties. Where needed to establish compatibility, approval shall specify enforceable conditions addressing delivery hours, equipment location, screening, or other documented operational impacts.

(6) Infrastructure and approvals. The applicant shall demonstrate adequate utility capacity and emergency access for the proposed operation. Compatibility or flexibility approval does not replace required site-plan approval, building permits, environmental permits, or other applicable approvals. Operations shall comply with the approved site plan and conditions; changes shall be reviewed under the applicable Code procedures.

Related provisions

No change is proposed to the MUCC-1 use lists. Warehouse and/or Distribution and/or Freight Facility is added only to the MUCC-2 compatibility list; Manufacturing, Heavy is added only to the MUCC-2 flexibility list. Applicable MUCC development standards, overlay requirements, and other Code provisions remain in effect. Conforming use-table entries shall reflect these additions under MUCC-2 only.

AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 20, 2026

SUBJECT: IN THE MATTER OF TEXT AMENDMENT 26-03 TO ESTABLISH A CONSISTENT REQUIREMENT FOR COMMERCIAL DEVELOPMENTS TO INSTALL CURB AND GUTTER ALONG ADJOINING PUBLIC STREETS WHERE THOSE IMPROVEMENTS ARE ABSENT. **TN**

Request: Amend Chapter 6 of the Tupelo Development Code add *Section 6.7.4.7:*

"Commercial site developments shall provide curb and gutter improvements to all public streets adjoining the site, if not in place."

Planning Committee Recommendation: APPROVAL (August 31, 2026)

CITY OF TUPELO

DEPARTMENT OF DEVELOPMENT SERVICES

STAFF ANALYSIS | October 2026

TA26-03 | Ch. 6 CURB & GUTTER REQUIREMENTS

Application Type	Development Code Text Amendment
Code Section	Chapter 6 – Proposed Section 6.7.4.7
Meeting Date	November 3, 2026
Subject	Commercial Site Development – Curb and Gutter Along Adjoining Public Streets

PROPOSED TEXT AMENDMENT

Chapter 6: ADD Section 6.7.4.7:

"Commercial site developments shall provide curb and gutter improvements to all public streets adjoining the site, if not in place."

STAFF ANALYSIS

The proposed amendment establishes a consistent requirement for commercial developments to install curb and gutter along adjoining public streets where those improvements are absent. This will help provide more complete drainage systems and clarify frontage improvement responsibilities during commercial site plan review.

The amendment responds to a gap in the existing standards identified during review of the Coley Road shopping center, where the developer agreed to construct curb and gutter along the property frontage. The proposed language would make that improvement a stated requirement for future commercial site developments.

STAFF RECOMMENDATION

Staff recommends APPROVAL of TA26-03, adding Section 6.7.4.7 to Chapter 6 of the Development Code as proposed.

AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 20, 2026

SUBJECT: IN THE MATTER OF TEXT AMENDMENT 26-04 TO AMEND CHAPTER 11 OF THE TUPELO DEVELOPMENT CODE TO ESTABLISH AN ADMINISTRATIVE PROCESS FOR DETERMINATION OF ABANDONED COMMERCIAL OCCUPANCY AND REOCCUPANCY **TN**

Request: Amend Chapter 11 of the Tupelo Development Code to establish a process for determining when a previously approved commercial occupancy has been abandoned and for reviewing any subsequent reoccupancy under applicable City codes.

Planning Committee Recommendation: APPROVAL (August 31, 2026)

CITY OF TUPELO

DEPARTMENT OF DEVELOPMENT SERVICES

STAFF ANALYSIS | October 2026

TA26-04 | Ch. 11 ABANDONED COMMERCIAL OCCUPANCY

Application Type	Development Code Text Amendment
Code Section	Chapter 11 - Proposed Section 11.10
Meeting Date	November 3, 2026
Subject	Administrative Determination of Abandoned Commercial Occupancy and Reoccupancy

PROPOSED AMENDMENT SUMMARY

Chapter 11: ADD Section 11.10 - Administrative Determination of Abandoned Commercial Occupancy

Establish a process for determining when a previously approved commercial occupancy has been abandoned and for reviewing any subsequent reoccupancy under applicable City codes.

STAFF ANALYSIS

The proposed amendment addresses commercial buildings and tenant spaces that have remained vacant, deteriorated, or otherwise ceased operating under a previously approved occupancy. It authorizes the Department of Development Services to review documented conditions and make a written determination of abandonment. Vacancy exceeding 180 consecutive days creates a rebuttable presumption, not an automatic finding.

The process includes investigation, written notice to the owner, at least 30 days to respond, a documented determination, and appeal rights. Following a final determination, future occupancy must be reviewed under the codes then in effect, including applicable existing-building provisions. Abandonment alone does not require full new-construction compliance or automatically authorize condemnation or demolition. The amendment provides a consistent process to address safety concerns while preserving property-owner safeguards.

STAFF RECOMMENDATION

Staff recommends APPROVAL of TA26-04, adding Section 11.10 to Chapter 11 of the Development Code as proposed.

TA26-03: Ch. 11 Abandoned Building Re-Occupancy

ADD: **Section 11.10 Administrative Determination of Abandoned Commercial Occupancy:**

11.10. 1. Purpose

The purpose of this ordinance is to protect the public health, safety, and welfare by establishing a procedure for the Department of Development Services to identify commercial buildings and tenant spaces in which a previously approved commercial occupancy has been abandoned.

Extended vacancy, deterioration, discontinued maintenance, repeated code violations, unsuccessful attempts to reoccupy the property, or other documented circumstances may demonstrate that a previously approved commercial occupancy has effectively ceased. In such cases, continued reliance upon a historic Certificate of Occupancy or prior occupancy approval may no longer be appropriate.

This ordinance establishes the process by which the Department of Development Services may determine that a prior commercial occupancy has been abandoned and establishes the requirements applicable to future occupancy of the property.

11.10.2. Definitions

Administrative Determination of Abandonment. A written finding issued by the Department of Development Services that the previously approved commercial occupancy has been discontinued and may no longer be relied upon for future occupancy without review under the City's currently adopted codes and ordinances.

Commercial Building. Any building, structure, or tenant space intended for or previously approved for business, mercantile, assembly, factory, industrial, institutional, storage, or other nonresidential occupancy.

Re-occupancy. The establishment or resumption of commercial occupancy following a period of vacancy.

Vacant. A building, structure, or tenant space that has not been lawfully occupied or actively operated for its previously approved commercial purpose.

11.10.3. Authority to Initiate Review

Review of occupancy status may be initiated by application for Certificate of Occupancy from a building owner or tenant. The Department of Development Services may initiate an

Administrative Review whenever it has reasonable cause to believe that the previously approved commercial occupancy of a building or tenant space has been abandoned.

Reasonable cause may include, but is not limited to:

- Vacancy exceeding one hundred eighty (180) consecutive days;
- Complaints received by the City;
- Observations by City personnel;
- Repeated code enforcement activity;
- Fire, weather, or structural damage;
- Failure to maintain required fire protection or life safety systems;
- Long-term discontinuance of utility service;
- Expiration, revocation, or nonrenewal of permits, licenses, or Certificates of Occupancy;
- Previous denials of zoning approvals, permits, or Certificates of Occupancy;
- Repeated unsuccessful attempts to establish another occupancy;
- Failure to correct previously identified code violations;
- Any other documented information reasonably indicating that the previously approved commercial occupancy has been discontinued.

Vacancy exceeding one hundred eighty (180) consecutive days shall create a rebuttable presumption that the previously approved commercial occupancy has been abandoned. The owner may rebut this presumption by competent evidence demonstrating that the occupancy has not been discontinued or that the vacancy is temporary.

11.10.4. Investigation

The Department of Development Services may investigate the occupancy status of the property through any lawful means, including:

1. Site inspections;
2. Review of Certificates of Occupancy;
3. Review of permit history;
4. Review of code enforcement files;
5. Review of utility information where authorized by law;
6. Review of business licenses and other City records;
7. Communication with the owner, tenant, or authorized representative; and
8. Any other information reasonably related to determining whether the previous commercial occupancy has been discontinued.

11.10.5. Factors Considered

In determining whether a prior commercial occupancy has been abandoned, the Department shall consider the totality of the circumstances. Relevant factors include, but are not limited to:

1. Duration of vacancy.
2. Previous denial of permits, zoning approvals, Certificates of Occupancy, business licenses, or other governmental approvals.
3. Applications proposing different occupancies or substantially different operations.
4. Outstanding code violations, unsafe conditions, or unresolved enforcement actions.
5. Failure to complete corrective work required by the City.
6. Removal of equipment, fixtures, or building systems necessary for the previously approved occupancy.
7. Long-term discontinuance of utility services necessary for operation.
8. Fire damage, structural deterioration, vandalism, weather damage, or neglect.
9. Expiration, surrender, revocation, or nonrenewal of licenses, permits, or Certificates of Occupancy.
10. Statements or actions by the owner or tenant indicating that the prior occupancy has permanently ceased.
11. A documented history demonstrating that restoration of the previous occupancy is no longer intended.
12. Any other documented facts reasonably demonstrating that the previously approved commercial occupancy has been discontinued rather than temporarily suspended.

No single factor shall control the determination. The Department shall base its decision upon the totality of the documented circumstances.

11.10.6. Notice of Proposed Determination

When the Department determines that sufficient evidence exists to support a finding of abandonment, written notice shall be provided to the owner of record.

The notice shall include:

1. The factual basis for the proposed determination.
2. The evidence relied upon.
3. The owner's right to submit documentation demonstrating that the previous occupancy has not been abandoned.
4. A response period of not less than thirty (30) days before a final determination is issued.

11.10.7. Administrative Determination

Following expiration of the notice period and consideration of any information submitted by the owner, the Department may issue a written Administrative Determination of Abandonment.

The determination shall include findings of fact supporting the decision and shall become part of the permanent records maintained by the Department of Development Services.

11.10.8. Effect of Administrative Determination

Upon issuance of a final Administrative Determination of Abandonment:

1. The previously approved commercial occupancy shall be deemed discontinued and shall no longer be recognized for purposes of future occupancy approvals.
2. Any future occupancy of the building or tenant space shall be reviewed under the City of Tupelo Development Code and the construction codes adopted by the City that are in effect at the time an application for occupancy is submitted.
3. Nothing in this ordinance shall prohibit the building or tenant space from being occupied in the future for the same occupancy classification or business type, provided the proposed occupancy complies with the City's adopted codes and ordinances then in effect.
4. Nothing in this ordinance shall require an existing building to be brought into complete compliance with the requirements applicable to new construction except where specifically required by the adopted Existing Building Code or other applicable provisions of the City's adopted codes.
5. A final Administrative Determination of Abandonment shall constitute an official finding by the Department of Development Services that the previously approved commercial occupancy has been discontinued. The determination may be relied upon by the Department in administering and enforcing the City of Tupelo Development Code, the City's adopted construction codes, the Property Maintenance Code, and other applicable ordinances.
6. A final Administrative Determination of Abandonment may be considered as evidence in determining whether a building has become unsafe, unfit for occupancy, constitutes a public nuisance, or otherwise warrants enforcement action under applicable state law or local ordinance.
7. When supported by additional documented findings establishing that a building or structure is unsafe, unfit for human occupancy, constitutes a public nuisance, or otherwise satisfies the requirements of applicable law, the Department of Development Services may initiate proceedings to require repair, rehabilitation, securing, vacation, abatement, condemnation, or demolition of the structure in accordance with the City of Tupelo Code of Ordinances, the City's adopted construction codes, and applicable provisions of Mississippi law.
8. Nothing contained in this ordinance shall be construed as authorizing repair, abatement, condemnation, or demolition solely because a prior commercial occupancy has been determined to be abandoned. Any such action shall be based upon the applicable legal standards governing unsafe buildings, public nuisances, property maintenance, or other authorized enforcement actions.
9. Unless and until a new Certificate of Occupancy is issued, the property shall be presumed not to possess an active approved commercial occupancy for purposes of permitting,

occupancy, licensing, zoning administration, or other regulatory approvals administered by the City.

11.10.9. Permanent Department Record

A final Administrative Determination of Abandonment shall become part of the permanent records maintained by the Department of Development Services and shall be referenced during the review of any future permit, Certificate of Occupancy, business license, zoning approval, or other development application affecting the property.

The Department may provide notice of the determination to other City departments whose regulatory responsibilities may be affected.

11.10.10. Appeals

Any person aggrieved by an Administrative Determination of Abandonment may appeal the determination in accordance with the appeal procedures established by the City of Tupelo Code of Ordinances and the City's adopted construction codes.

This code section is in response to the Building Official's finding that there are a number of unoccupied commercial structures which may not meet current code standards. It provides authority for the application of current code standards either to an application for certificate of occupancy, or to an action initiated by the City based on observed conditions that may be unsafe, hazardous to the public, or likely to become a blight factor. City authority to address such conditions in residential property is well established, but comparable authority to take action on other structures has not been available. The amendment also serves to inform the owners of such structures of the process for bringing their property into a condition where a certificate of occupancy can be issued.

AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 20, 2026

SUBJECT: IN THE MATTER OF TEXT AMENDMENT 26-05 TO AMEND CHAPTER 5 OF THE TUPELO DEVELOPMENT CODE TO UPDATE ALLOWED NON-RESIDENTIAL USES IN THE COLISEUM SUBDISTRICT OF THE MIXED-USE DOWNTOWN OVERLAY DISTRICT **TN**

Request: Amend Table 5.3.4.3(2) Allowed Non-Residential Uses in the **Coliseum Subdistrict** of the Mixed-Use Downtown Overlay District as follows:

Use	Current classification	Proposed classification
Retail Sales	Not listed	By Right
Restaurant	By Compatibility	By Right
Financial Institutions	By Compatibility	By Right
Office	By Compatibility	By Right
Office, Medical	By Compatibility	By Right
Outdoor Dining	By Compatibility	By Right
Microbrewery	Not listed	By Right
Brewpub	Not listed	By Right
Office with Storage	Not listed	By Compatibility
Drive-Through Service	Not listed	By Compatibility

Planning Committee Recommendation: APPROVAL (October 5, 2026)

CITY OF TUPELO

DEPARTMENT OF DEVELOPMENT SERVICES

STAFF ANALYSIS

Development Code Amendment - Allowed Uses
MUD Coliseum Subdistrict

Application No.:	TA26-05
Meeting Date:	*October 5, 2026*
Area Affected:	*Subdistrict wide*

AMENDMENT INFORMATION

Prepared for: Tupelo Planning Committee

Prepared by: Department of Development Services Staff

Request: Amend Table 5.3.4.3(2), Allowed Non-Residential Uses in the Mixed Use Downtown Overlay District.

Area affected: All property within the MUD Coliseum Subdistrict. No zoning-map boundary change is proposed.

Staff recommendation: Approval of the proposed use classifications, with existing site-specific standards retained and coordinated as described in this report.

PROPOSED USE CLASSIFICATIONS

Use	Current classification	Proposed classification
Retail Sales	Not listed	By Right
Restaurant	By Compatibility	By Right
Financial Institutions	By Compatibility	By Right
Office	By Compatibility	By Right
Office, Medical	By Compatibility	By Right
Outdoor Dining	By Compatibility	By Right
Microbrewery	Not listed	By Right
Brewpub	Not listed	By Right
Office with Storage	Not listed	By Compatibility
Drive-Through Service	Not listed	By Compatibility

By-right classifications remain subject to applicable location-specific standards. A restaurant, financial institution, or other establishment proposing drive-through service would require separate compatibility approval for that component.

REQUEST SUMMARY

Staff recommends these changes to support dining, shopping, professional and medical services, outdoor activity, craft beverage establishments, and reinvestment around the coliseum complex. The amendment would provide a predictable approval path for customary downtown commercial uses while retaining site-specific review for storage operations and drive-through facilities.

PLANNING ANALYSIS

District purpose and development objectives

Section 4.10 establishes the MUD district to support employment, shopping, housing, lodging, open space, and civic uses. Its development emphasis includes adaptive reuse and redevelopment that preserve a pedestrian-oriented form. Section 5.3.3 identifies the Coliseum Subdistrict as an area supporting pedestrian connections to tourism resources, event spaces, professional services, convenience uses, lodging, and educational establishments.

The proposed amendment advances those objectives by expanding the range of commercial uses available near the coliseum. This is a subdistrict-wide text amendment, not approval of a particular business, parcel, or development plan.

Retail sales, restaurants, offices, medical offices, and outdoor dining by right

Retail stores, restaurants, professional offices, medical offices, and outdoor dining are customary mixed-use downtown activities that can serve event visitors, residents, employees, and hotel guests. Storefront activity and outdoor dining can strengthen pedestrian connections between the coliseum and surrounding businesses, while office and medical uses support daytime employment and professional-service activity.

Allowing these uses by right would improve certainty for prospective tenants and property owners and make existing commercial space easier to reuse. It would remove routine compatibility review for Office, Office, Medical, Outdoor Dining, and Restaurant uses where no separate site-specific rule applies. Parking, design, building, signage, accessibility, and other applicable standards would continue to govern each proposal.

Financial institutions by right

Financial institutions provide services to downtown businesses, employees, residents, and visitors and complement the professional-service component of the subdistrict. For conventional customer-service facilities, existing development standards can generally address building placement, parking, lighting, and access. By-right classification would reduce approval uncertainty without eliminating those requirements.

A financial institution with drive-through service would still require compatibility review of the drive-through component. The amendment should state this expressly so the by-right principal use does not automatically authorize vehicle-service lanes.

Microbrewery and brewpub by right

Microbreweries and brewpubs can complement the Coliseum Subdistrict's tourism, event, restaurant, and evening activity by creating destination-oriented establishments. By-right classification would remain subject to building, fire, alcoholic-beverage licensing, parking, loading, noise, and nuisance requirements. Because neither use is presently listed in Table 5.3.4.3(2), the adopting ordinance should add or cross-reference clear definitions.

Office with storage by compatibility

Office-with-storage uses could provide reuse opportunities for buildings with service areas or storage space unsuitable for conventional storefronts. The Code defines this use broadly enough to include indoor or outdoor storage of materials or vehicles, trade contractors, and transportation businesses. Compatibility review is therefore necessary to evaluate the actual operation rather than its office label alone.

Review should address the amount and location of storage, screening, loading, commercial-vehicle activity, operating hours, noise, lighting, and effects on nearby properties. The proposed classification would not automatically authorize a warehouse, industrial operation, or unrestricted outdoor storage yard.

Drive through service by compatibility

Drive-through service can conflict with downtown pedestrian activity and event traffic. Compatibility review should address stacking, access, sidewalk crossings, screening, lighting, and service-window placement, with side or rear placement preferred to preserve active frontage.

FINDINGS AND STAFF RECOMMENDATION

Development Code amendment findings

Section 12.7.6(2) directs consideration of plan consistency, substantial adverse impacts, and the effectiveness of the Code. Staff supports the amendment on the following grounds.

Consistency with planning objectives: The proposed uses support the economic-development, shopping, dining, professional-service, medical-service, tourism, evening-activity, and adaptive-reuse objectives expressed in Sections 4.10 and 5.3. Retaining design and pedestrian protections is essential to that consistency.

Potential adverse impacts: Retail, restaurant, office, medical office, outdoor dining, financial-service, microbrewery, and brewpub proposals would remain subject to applicable development, building, fire, licensing, parking, noise, and nuisance standards. Office-with-storage and drive-through proposals warrant compatibility review because their impacts vary more significantly with site layout and operating characteristics. With those safeguards, staff does not anticipate substantial adverse impacts from the classification changes themselves.

Effectiveness of the Code: The amendment would provide a clear approval path for the ten listed uses and focus compatibility review on proposals with greater potential site-specific impacts. It would apply consistently throughout the subdistrict, subject to express location-based exceptions.

Existing standards and implementation

The amendment should retain applicable parking, design-review, landscaping, signage, building, fire, licensing, alcoholic-beverage, accessibility, and nuisance requirements. It should not imply that public or event parking automatically satisfies a private development's parking obligation. Section 5.3.4.2(2)(c) retains off-street parking requirements in the Coliseum Subdistrict, with a limited shared-parking provision requiring supporting plans and an adjacent property not divided by a street.

The adopting ordinance should expressly reconcile the new table entries with Sections 5.3.4.1 and 5.3.4.2 and, for Microbrewery and Brewpub, add or cross-reference definitions sufficient to distinguish those uses from other restaurant, manufacturing, or alcoholic-beverage establishments. Existing provisions include operating-hour rules on specified street frontages, the Commerce Street first-floor requirement, and the requirement for compatibility review of allowed uses north of Franklin Street that remain open after 5:00 p.m. A table-only change would not necessarily remove those exceptions. Staff recommends retaining them unless the City separately elects to amend them.

Office-with-storage and drive-through-service applications must satisfy applicable compatibility standards, including Section 5.3.4.4, which requires the applicant to demonstrate adherence to six of eight criteria. Any additional operational or design conditions should be tied to applicable Code authority and documented site findings.

Staff recommendation

Staff recommends **APPROVAL** of the amendment establishing Retail Sales, Restaurant, Financial Institutions, Office, Office, Medical, Outdoor Dining, Microbrewery, and Brewpub as uses by Right, and Office with Storage and Drive-Through Service as uses by Compatibility in the Coliseum Subdistrict. Approval should preserve the existing site-specific standards discussed above, expressly require separate compatibility review for drive-through service associated with a by-right use, and include clear definitions or cross-references for Microbrewery and Brewpub.

AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 20, 2026

SUBJECT: IN THE MATTER OF REZONING APPLICATION RZ26-05 TO REZONE A 4.56-ACRE TRACT ADJOINING PRAIRIE COVE SUBDIVISION WITHIN THE 6201 CHESTERVILLE ROAD PARENT PARCEL FROM A/O TO LDR **TN**

Request: Rezone a 4.56-acre tract adjoining Prairie Cove within the 6201 Chesterville Road parent parcel from *Agricultural Open (A/O)* to *Low Density Residential (LDR).*

Planning Committee Recommendation: APPROVAL (October 6, 2026)

REZONING APPLICATION

City of Tupelo | Department of Development Services
Mail: P O Box 1485, Tupelo, MS 38802-1485
Phone: (662) 841-6510 **Fax:** (662) 841-6550
Email: permits@tupeloms.gov

MUNIS RZ26-05
Received By: MS
Date Received: 9.8.26
(for office use only)

Permit Fee: $200 ***(Non-refundable)***

PROPERTY INFORMATION

PROJECT LOCATION:
(ADDRESS & PARCEL # REQUIRED): 6201 CHESTERVILLE RD / PARCEL # 0795-30-057.00 / TUPELO, MS 38801

ACRES TO BE REZONED: 4.56 AC's **REZONING DISTRICT:** 3RD.

PROPOSED USE: LDR **OVERLAY DISTRICT: YES** ____ **NO** X *(IF YES, OVERLAY APPLICATION IS REQUIRED)*

CONTACT INFORMATION

OWNER CONTACT INFORMATION:

Owner Name: LARRY T. MCCORD Email: THEMCCORDS2008@ICLOUD.COM

Address: 6201 CHESTERVILLE RD, City: TUPELO State: MS Zip Code: 38801

Phone Number(s): (662) 871-4229

APPLICANT CONTACT INFORMATION (*if different than owner*):

Name: _____ Email: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone Number(s) _____

ENGINEER/CONSULTANT CONTACT INFORMATION:

Name: DAVID SHARP Email: _____

Address: 1832 HWY 342 City: PONTOTOC State: MS Zip Code: 38863

Phone Number(s) (662) 871-1092

REQUIRED ATTACHMENTS ***(all required attachments must be submitted BEFORE the Planning Committee Meeting)***

1. Recorded deed; if owner and applicant are not the same, current lease and owner permission _____
2. Plat of the property sought to be rezoned, 82 X 112 inches in size, to scale showing dimensions thereof and width of any streets contiguous thereto. _____
3. Legal description of area to be rezoned must be provided in Microsoft Word format via email _____
4. Geo-Referenced AutoCAD .dwg file of parcel surveys _____

PLEASE SEE REVERSE SIDE

1. The Planning Committee shall consider each proposed amendment and shall make recommendations to the City Council regarding whether to approve or deny each proposed amendment. The recommendation shall be based on the following criteria:
    a. Conformance with the Comprehensive Plan;
    b. Otherwise, that changes have occurred in the area since the Plan and Zoning Ordinance were adopted which warrants the requested zone;
    c. City utilities and sewer can accommodate the uses allowable in the requested zone;
    d. The allowable uses in the requested zone will not adversely affect the character of the area and result in a decrease of property values;
    e. There is a need for additional land within the City to be zoned the classification which is requested.

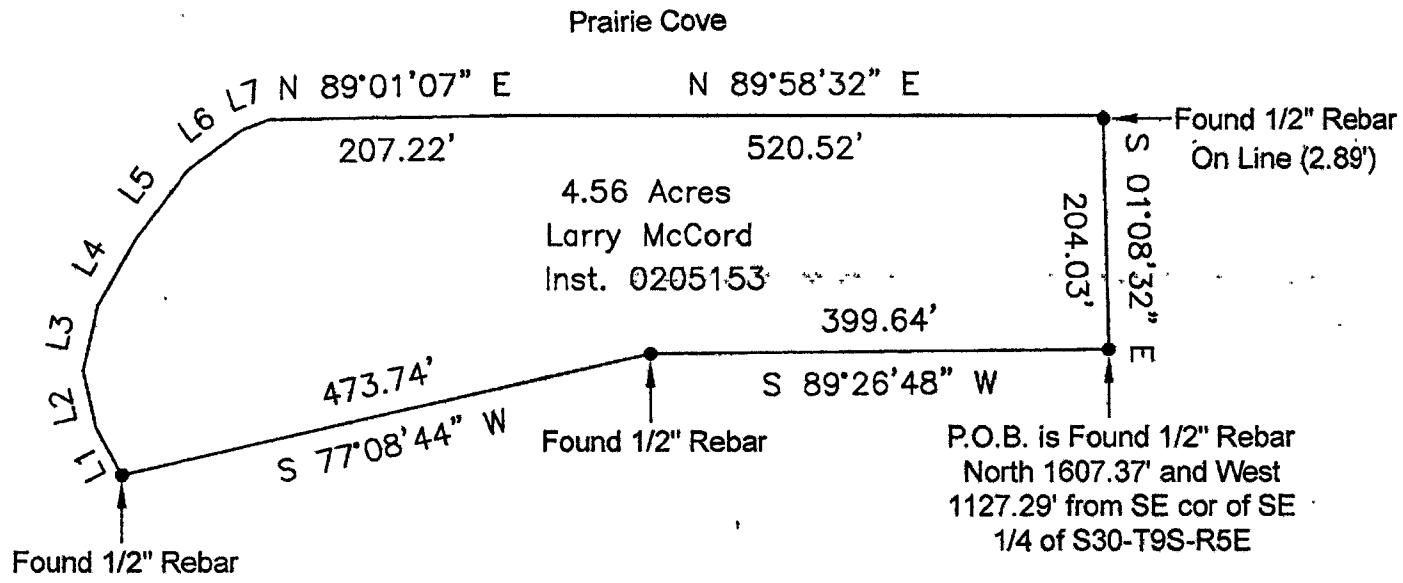
    **The burden of the proof shall be on the applicant to prove these criteria are satisfied.*

2. Submit application no later than four (4) weeks prior to the next meeting of the Planning Committee which is held on the first Monday of each month.
3. Applicant must be represented at the meeting which is held at 6:00 PM in the City Hall Council Chambers located on the second floor at 71 East Troy Street.

I hereby certify the above information is true and correct and completed in accordance with the Tupelo Development Code. I understand that if I or my representative does not attend the meeting, the application could be tabled or denied. I understand that if I am not the property owner, written, notarized permission from the property owner must be submitted to the Planning Committee or the application could be tabled or denied.

Applicant Signature: Tony Maloud **Date:** 9-8-2024


MDR
A/O
A/O
LDR
LDR
A/O
LDR
Little Flowah Creek
Keith Cv
Halo Dr



LINE	BEARING	DISTANCE
L1	N 28°01'57" W	46.88'
L2	N 12°18'44" W	50.03'
L3	N 12°28'59" E	58.23'
L4	N 29°17'58" E	69.29'
L5	N 37°30'10" E	74.35'
L6	N 54°12'24" E	58.52'
L7	N 69°22'01" E	24.78'

DAVID M. SHARP
LICENSED PROFESSIONAL
P.S. 3061
LAND SURVEYOR
STATE OF MISSISSIPPI

David Matthew Sharp

Advanced Land Solutions, LLC
1832 Hwy 342
Pontotoc, MS 38863
PH: 662-871-1092

ALL BEARINGS BASED ON FOUND MONUMENTS

CLASS "C" SURVEY

FIELD COMPLETION DATE: AUGUST 2026

SCALE: 1" = 180'

PLAT OF A TRACT OF LAND CONTAINING 4.56 ACRES, MORE OR LESS, LYING IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 9 SOUTH, RANGE 5 EAST, LEE COUNTY, MISSISSIPPI.

A tract of land containing 4.56 acres, more or less, lying in the Southeast Quarter of Section 30, Township 9 South, Range 5 East, Lee County, Mississippi and being more particularly described as follows:

Commencing at a found concrete monument at the Southeast corner of said Section 30; thence North a distance of 1607.37 feet; thence West a distance of 1127.29 feet to a found 1/2" rebar, for the point of beginning; thence South 89 degrees 26 minutes 48 seconds West a distance of 399.64 feet to a found 1/2" rebar; thence South 77 degrees 08 minutes 44 seconds West a distance of 473.74 feet to a found 1/2" rebar on the eastern right-of-way of Prairie Cove; thence along the eastern and then southern right-of-way of said road the following nine (9) calls: (1) North 28 degrees 01 minutes 57 seconds West a distance of 46.88 feet; (2) North 12 degrees 18 minutes 44 seconds West a distance of 50.03 feet; (3) North 12 degrees 28 minutes 59 seconds East a distance of 58.23 feet; (4) North 29 degrees 17 minutes 58 seconds East a distance of 69.29 feet; (5) North 37 degrees 30 minutes 10 seconds East a distance of 74.35 feet; (6) North 54 degrees 12 minutes 24 seconds East a distance of 58.52 feet; (7) North 69 degrees 22 minutes 01 seconds East a distance of 24.78 feet; (8) North 89 degrees 01 minutes 07 seconds East a distance of 207.22 feet and (9) North 89 degrees 58 minutes 32 seconds East a distance of 520.52 feet; thence South 01 degree 08 minutes 32 seconds East (passing through a found 1/2" rebar at 2.89 feet) a distance of 204.03 feet to the point of beginning.

CITY OF TUPELO

DEPARTMENT OF DEVELOPMENT SERVICES

STAFF ANALYSIS

Rezoning Application – A/O to LDR

Application No.:	**RZ26-0**
Meeting Date:	**Oct. 5, 2026**
Parcel No.:	**079S-30-057-00**

PROPERTY INFORMATION

Property Location:	4.56-acre tract adjoining Prairie Cove within the 6201 Chesterville Road parent parcel
Parcel Number:	079S-30-057-00
Parcel Size:	4.56 acres proposed for rezoning / 36.60-acre parent parcel
Application Type:	REZONING
Purpose:	Continue development of the adjoining existing residential subdivision
Current Zoning:	A/O (Agriculture/Open)
Current Land Use:	Undeveloped portion of larger tract adjoining existing residential development
Proposed Land Use:	Continuation / expansion of adjoining Low-Density Residential (LDR)subdivision
Applicant:	Larry T. McCord
Status of Applicant:	Owner



*Subject Property – **4.56 ACRES - PRAIRIE COVE***

REQUEST SUMMARY

Project Proposal Summary:	Rezone 4.56 acres of the 36.60-acre parent parcel from A/O to LDR to allow continuation of the adjoining existing residential subdivision along Prairie Cove.
Staff Recommendation:	**APPROVAL**
Committee Action Required:	Recommend approval, approval with contingencies, denial, or tabling of the rezoning request.
Applicable Regulations:	Applicable A/O and LDR district standards; Development Code Sec. 12.8 – Zoning Map Change.

SITE CONTEXT

Surrounding Land Use & Zoning:	Existing LDR residential development (Prairie Cove subdivision) adjoin the subject tract; remaining A/O land in the surrounding area,
Access:	The August 2026 survey shows the 4.56-acre tract adjoining the eastern and southern right-of-way of Prairie Cove, providing access through the existing subdivision street network.
Special Information:	Only 4.56 acres of the approximately 36.60-acre parent parcel are proposed for rezoning. The request is intended to extend the existing residential development pattern and continue development of the adjoining subdivision.
Driving Directions	From City Hall, travel west on Main Street, turn north onto Coley Road, continue to Chesterville Road, then turn west on Chesterville Road and left onto Prairie Cove. The subject tract is located at the rear of the existing subdivision.

Development Code Section 12.8 Zoning Map Change Requirements:

All parcels proposed for rezoning must be approved first by the Planning Committee by a 2/3rd majo followed by approval of the City Council.

A notice of this public hearing was published in the Daily Journal.

12.8.14. Written Recommendation and Review Criteria.

The Planning Committee shall provide a written recommendation regarding whether each proposed map change is consistent with the comprehensive plan and other applicable adopted plans. The recommendation shall be based on the reasons articulated by Committee members voting in the majority, and the recommendation shall be developed as determined in the Committee's Rules of Procedure. In addition to plan consistency, Committee members may also consider other matters deemed appropriate by the Committee, which may include but are not limited to:

(1) Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood;
(2) Suitability of the subject property for uses permitted by the current versus the proposed district;
(3) Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the City; and
(4) The availability of adequate school, road, parks, wastewater treatment, water supply and stormwater drainage facilities for the proposed use.

12.8.15. Action by the Governing Body.

Before taking action on a zoning map change request, the governing body shall consider any recommendations of the Planning Committee, Director of Development Services or designee, and of staff agencies, and shall conduct a public hearing where interested parties may be heard.

(1) Notice and public hearing requirements shall be in accordance with Section 12.3, Notice and Public Hearings.
(2) Continuances may be granted before action on the request.
(3) Following the public hearing, the governing body may approve the request, deny the request, or send the request back to the Planning Committee for additional consideration.
(4) In adopting or rejecting a zoning map change, the governing body shall adopt a statement describing whether its action is consistent with the Comprehensive Plan and why the action is reasonable and in the public interest. The governing body may adopt the statement furnished by staff or agencies, including but not limited to the Director of Development Services or the Planning Committee, or it may formulate its own statement.
(5) The map change request approved by the governing body may include changes from the request presented. Changes to a development plan may be made upon the proffer by the applicant of such changes.
(6) Approval of a petition gives the applicant the ability to proceed with any additional required approvals.

Comprehensive Development Plan Compliance (per Section 12.8.14):

1.) **Compatibility and conforming uses:** The proposed LDR classification is compatible with the adjoining LDR property and the established residential character of Prairie Cove. Extending LDR to the 4.56-acre tract would continue the existing zoning and development pattern rather than introduce a new or substantially different land use. Future subdivision design should maintain applicable dimensional, buffering, lighting, drainage, and other development standards. No appraisal evidence has been submitted quantifying effects on nearby property values.
2.) **Suitability of proposal:** The subject area is a 4.56-acre portion of a larger 36.60-acre A/O parcel and directly adjoins the existing LDR residential subdivision. The survey shows the tract along the Prairie Cove right-of-way, making it suitable for coordinated residential planning with the adjoining subdivision. LDR zoning is more consistent with the stated purpose of continuing residential development than the current A/O classification. Any subdivision plat, lot configuration, street extension, access, and utility improvements require separate review and approval.
3.) **Balance of use and City demand:** The request would provide a logical, incremental extension of an established low-density residential area and reduce a fragmented zoning edge between the existing subdivision and the portion of the parent tract proposed for development. The rezoning may provide additional residential lots within an area already developed for residential use. The application does not, by itself, establish a citywide shortage of LDR-zoned land.

4.) **Availability of schools, roads, parks, wastewater treatment, water supply, and storm water drainage:** The tract adjoins an existing residential subdivision and the Prairie Cove street right-of-way, allowing development to be evaluated as an extension of the existing neighborhood. No detailed subdivision or infrastructure plan is included with the rezoning request. Adequacy and capacity of streets, water, wastewater, stormwater drainage, and other public facilities should therefore be confirmed during subsequent subdivision and development review. Drainage and utility easements, stormwater management, and emergency access should be addressed before development approval.

Final Recommendation: Staff recommends **Approval** of RZ26-05, rezoning approximately 4.56 acres of Parcel 079S-30-057-00, a 36.60-acre parent parcel, from A/O (Agriculture/Open) to LDR. The recommendation is based on the tract's direct relationship to the adjoining LDR property and existing Prairie Cove residential subdivision, the compatibility of the proposed classification with the established residential development pattern, and the opportunity to continue the subdivision under a consistent zoning classification.

AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 20, 2026

SUBJECT: IN THE MATTER OF REZONING APPLICATION RZ26-06 TO REZONE A LANDLOCKED 1.025-ACRE TRACT IDENTIFIED AS PARCEL # 076K-23-064-00 OFF MCCULLOUGH BLVD FROM LDR TO MUCC **TN**

Request: Rezone Parcel # 076K-23-064-00 off McCullough BLVD from *Low Density Residential (LDR) to Mixed-Use Commercial Corridor (MUCC)* to allow coordinated use with the adjoining MUCC property fronting McCullough Boulevard.

Planning Committee Recommendation: APPROVAL (October 6, 2026)

REZONING APPLICATION

City of Tupelo | Department of Development Services
Mail: P O Box 1485, Tupelo, MS 38802-1485
Phone: (662) 841-6510 **Fax:** (662) 841-6550
Email: permits@tupeloms.gov

MUNIS R2606
Received By: MS
Date Received: 9.9.26
(for office use only)

Permit Fee: $200 ***(Non-refundable)***

PROPERTY INFORMATION

PROJECT LOCATION:
(ADDRESS & PARCEL # REQUIRED): _____ / 076K-23-064-00

ACRES TO BE REZONED: 1.025 **REZONING DISTRICT:** LDR

PROPOSED USE: MUCC **OVERLAY DISTRICT: YES** ____ **NO** X *(IF YES, OVERLAY APPLICATION IS REQUIRED)*

CONTACT INFORMATION

OWNER CONTACT INFORMATION:

Owner Name: Bonds Properties LLC Email: Dennis.bonds@ymail.com

Address: P.O. Box 47 City: Burnsville State: MS Zip Code: 38833

Phone Number(s): (662) 424-2005

APPLICANT CONTACT INFORMATION (*if different than owner*):

Name: _____ Email: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone Number(s) _____

ENGINEER/CONSULTANT CONTACT INFORMATION:

Name: _____ Email: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone Number(s) _____

REQUIRED ATTACHMENTS ***(all required attachments must be submitted BEFORE the Planning Committee Meeting)***

1. Recorded deed; if owner and applicant are not the same, current lease and owner permission — X
2. Plat of the property sought to be rezoned, 82 X 112 inches in size, to scale showing dimensions thereof and width of any streets contiguous thereto. — X
3. Legal description of area to be rezoned must be provided in Microsoft Word format via email — X
4. Geo-Referenced AutoCAD .dwg file of parcel surveys —

PLEASE SEE REVERSE SIDE

1. The Planning Committee shall consider each proposed amendment and shall make recommendations to the City Council regarding whether to approve or deny each proposed amendment. The recommendation shall be based on the following criteria:
    a. Conformance with the Comprehensive Plan;
    b. Otherwise, that changes have occurred in the area since the Plan and Zoning Ordinance were adopted which warrants the requested zone;
    c. City utilities and sewer can accommodate the uses allowable in the requested zone;
    d. The allowable uses in the requested zone will not adversely affect the character of the area and result in a decrease of property values;
    e. There is a need for additional land within the City to be zoned the classification which is requested.

    **The burden of the proof shall be on the applicant to prove these criteria are satisfied.*

2. Submit application no later than four (4) weeks prior to the next meeting of the Planning Committee which is held on the first Monday of each month.
3. Applicant must be represented at the meeting which is held at 6:00 PM in the City Hall Council Chambers located on the second floor at 71 East Troy Street.

I hereby certify the above information is true and correct and completed in accordance with the Tupelo Development Code. I understand that if I or my representative does not attend the meeting, the application could be tabled or denied. I understand that if I am not the property owner, written, notarized permission from the property owner must be submitted to the Planning Committee or the application could be tabled or denied.

Applicant Signature: Doris R. Bond **Date:** 9/2/26

INDEXING INSTRUCTIONS TO THE CHANCERY CLERK OF LEE COUNTY, MS:
Northeast Quarter of Section 23, Township 9 South, Range 5 East, Lee County, Mississippi

WARRANTY DEED

LARRY R. BONDS
P. O. BOX 47
BURNSVILLE, MS 38833
(662) 427-9581

GRANTOR

BONDS PROPERTIES, LLC,
a Mississippi limited liability company
P. O. BOX 47
BURNSVILLE, MS 38833
(662) 427-9581

GRANTEE

FOR AND IN CONSIDERATION, of the sum of ten dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, **LARRY R. BONDS**, hereby convey and warrant, unto **BONDS PROPERTIES, LLC, a Mississippi limited liability company**, the following described property being situated in the County of Lee, State of Mississippi, to-wit:

LEE COUNTY CHANCERY COURT

Commencing at the Northeast corner of the South Half of the Northeast Quarter of Section 23, Township 9 South, Range 5 East, Lee County, Mississippi, and run thence West 17 rods, three and one-half feet to the center line of the Tupelo and Ellistown public road; thence in a Southeasterly direction along the center line of said road 153.02 feet to the Southeast corner of the tract of land heretofore conveyed by Thomas P. Roebuck and wife, Laura M. Roebuck, to Houston Stanford and wife, for a point of beginning; thence West along the South line of the lands conveyed to the said Houston Stanford and wife, 35.375 rods, more or less, to the East line of the lands of J. T. Pettigrew; thence South along the said East line of J. T. Pettigrew property 758.166 feet to the Northwest corner of the tract of land heretofore conveyed by Thomas P. Roebuck and wife, to M. Gardner; thence East along the North line of the said Gardner tract of land 697.411 feet to the center of the Tupelo and Ellistown public road; thence in a Northwesterly direction with the center line of said public road 766.332 feet to the point of beginning.

LESS AND EXCEPT: Such part of the above described lands lying within the right-of-way of Tupelo and Ellistown public road. All of said lands being situated in the South Half of the Northest Quarter of Section 23, Township 9 South, Range 5 East, Lee County, Mississippi.

10243192 1

Inst # 2007020685
CHANCERY COURT

ALSO LESS AND EXCEPT: 100 feet off of the South side of said lot heretofore sold to Raymond Bryson by Deed recorded in Book 329 at Page 405 of the Deed Records of Lee County, Mississippi.

ALSO LESS AND EXCEPT: 100 feet sold to George W. Brooks by deed recorded in Book 329 at Page 406 of the Deed Records of Lee County, Mississippi, and 70 feet heretofore sold to Mrs. Leslie Kelly by Deed recorded in Book 336 at Page 63 of the deed records of Lee County, Mississippi.

SUBJECT TO right of way for public roads and public utilities, if any; also, subject to prior reservations or conveyances of oil, gas or other mineral rights, if any.

WITNESS, the signature of the Grantor herein, this the 21 day of Dec., 2007.

LARRY R. BONDS

STATE OF MISSISSIPPI

COUNTY OF ALCORN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, the within named Larry R. Bonds (being one and the same person as Larry Bonds), who acknowledged before me that he signed, executed and delivered the foregoing deed on the day and year therein mentioned as his own act and deed.

This the 21 day of Dec., 2007.

NOTARY PUBLIC

My Commission Expires: 08/07/08

(SEAL)

Prepared by:

Gregory D. Parkle, MS Bar No. 4369
Phelps Dunbar LLP
One Mississippi Plaza, Seventh Floor
201 S. Spring Street
P. O. Box 1220
Tupelo, MS 38802-1220
(662) 842-7907

2007020685
RECORDED
Date(mm/dd/yyyy) Time (hh:mm)
12/26/2007 11:19 AM
LEE CO., MS
CHANCERY CLERK BILL BENSON
Recorded By DEPUTY VICKIE LINDSEY

August 20, 2026

The following is a legal description of property designated as Parcel 076K-23-064-00 in the land records of Lee County, Mississippi. This description is based on a physical, metes and bounds survey of the subject property performed by Holliday Land Surveying, LLC on August 18 - 20, 2026. The surveyed land parcel is more particularly described as follows:

Commencing at a (found) square iron pipe recognized as being the Northeast corner of the Southwest Quarter of the **Northeast Quarter** of Section 23, Township 9 South, Range 5 East, City of Tupelo, Lee County, Mississippi *[said point having positional data of Northing = 1,742,577.51 us ft, Easting = 1,011,797.30 us ft, Convergence Angle = 00° 03' 04.97", Scale Factor = 0.99995087, Coordinate system: Mississippi East 2301, Units (Distance): US survey feet];* run thence South 89 degrees 31 minutes 05 seconds West a distance of 141.43 feet to a (set) 1/2-inch re-bar with plastic cap stamped HOLLIDAY / PLS 2802 at the Southeast corner of Lot 19 of Edgemont Subdivision [Plat Cabinet A, Slide 168]; run thence South 89 degrees 08 minutes 35 seconds West a distance of 56.25 feet to the Northwest corner of Northshire Subdivision [Plat Cabinet C, Slide 71], which is in the centerline of a ditch, and is the Point of Beginning.

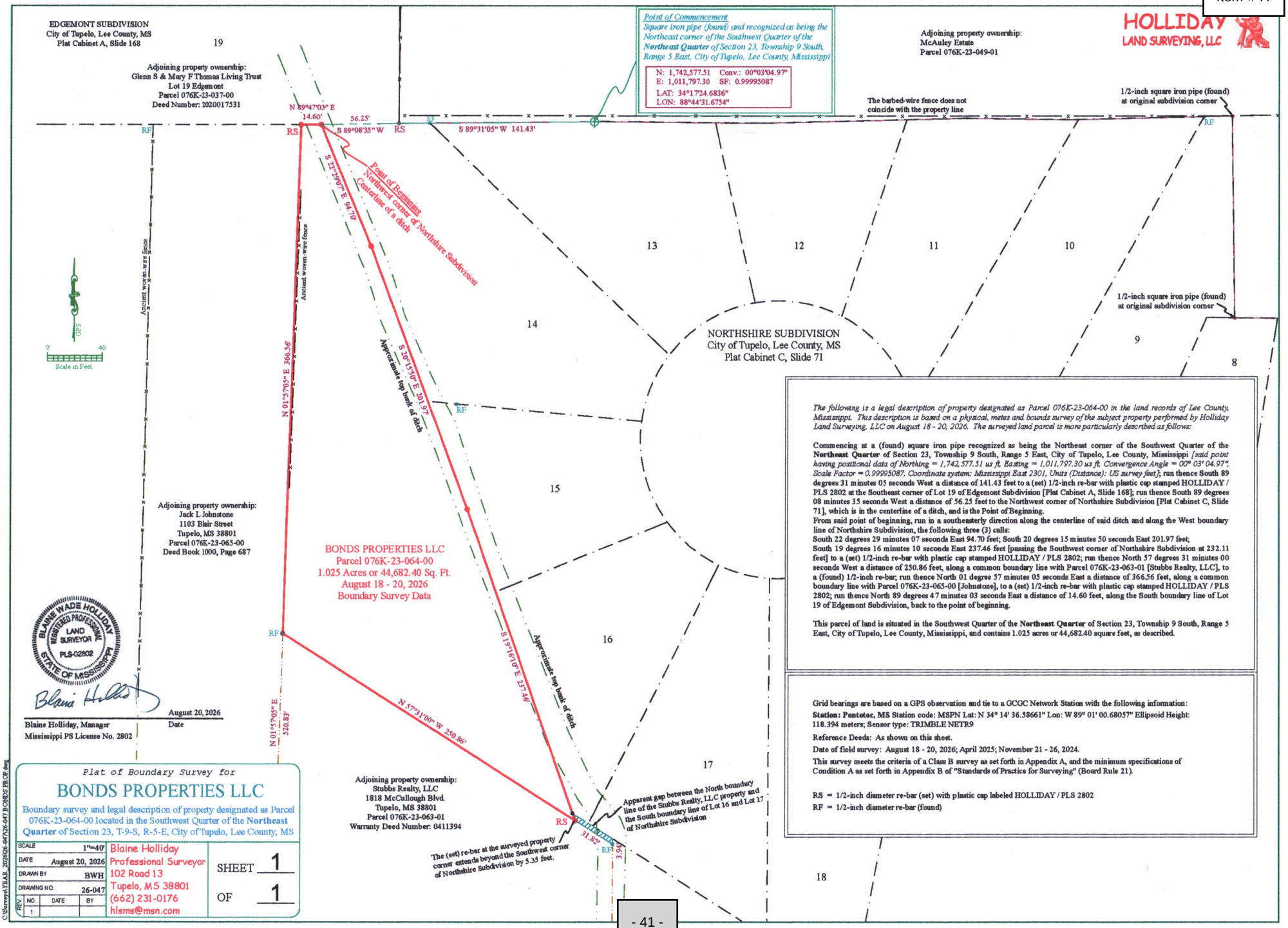
From said point of beginning, run in a southeasterly direction along the centerline of said ditch and along the West boundary line of Northshire Subdivision, the following three (3) calls:

South 22 degrees 29 minutes 07 seconds East 94.70 feet;

South 20 degrees 15 minutes 50 seconds East 201.97 feet;

South 19 degrees 16 minutes 10 seconds East 237.46 feet [passing the Southwest corner of Northshire Subdivision at 232.11 feet] to a (set) 1/2-inch re-bar with plastic cap stamped HOLLIDAY / PLS 2802; run thence North 57 degrees 31 minutes 00 seconds West a distance of 250.86 feet, along a common boundary line with Parcel 076K-23-063-01 [Stubbs Realty, LLC], to a (found) 1/2-inch re-bar; run thence North 01 degree 57 minutes 05 seconds East a distance of 366.56 feet, along a common boundary line with Parcel 076K-23-065-00 [Johnstone], to a (set) 1/2-inch re-bar with plastic cap stamped HOLLIDAY / PLS 2802; run thence North 89 degrees 47 minutes 03 seconds East a distance of 14.60 feet, along the South boundary line of Lot 19 of Edgemont Subdivision, back to the point of beginning.

This parcel of land is situated in the Southwest Quarter of the **Northeast Quarter** of Section 23, Township 9 South, Range 5 East, City of Tupelo, Lee County, Mississippi, and contains 1.025 acres or 44,682.40 square feet, as described.



The following is a legal description of property designated as Parcel 076K-23-064-00 in the land records of Lee County, Mississippi. This description is based on a physical, metes and bounds survey of the subject property performed by Holliday Land Surveying, LLC on August 18 - 20, 2026. The surveyed land parcel is more particularly described as follows:

Commencing at a (found) square iron pipe recognized as being the Northeast corner of the Southwest Quarter of the **Northeast Quarter** of Section 23, Township 9 South, Range 5 East, City of Tupelo, Lee County, Mississippi *[said point having positional data of Northing = 1,742,577.51 us ft, Easting = 1,011,797.30 us ft, Convergence Angle = 00° 03' 04.97", Scale Factor = 0.99995087, Coordinate system: Mississippi East 2301, Units (Distance): US survey feet]*; run thence South 89 degrees 31 minutes 05 seconds West a distance of 141.43 feet to a (set) 1/2-inch re-bar with plastic cap stamped HOLLIDAY / PLS 2802 at the Southeast corner of Lot 19 of Edgemont Subdivision [Plat Cabinet A, Slide 168]; run thence South 89 degrees 08 minutes 35 seconds West a distance of 56.25 feet to the Northwest corner of Northshire Subdivision [Plat Cabinet C, Slide 71], which is in the centerline of a ditch, and is the Point of Beginning.
From said point of beginning, run in a southeasterly direction along the centerline of said ditch and along the West boundary line of Northshire Subdivision, the following three (3) calls:
South 22 degrees 29 minutes 07 seconds East 94.70 feet; South 20 degrees 15 minutes 50 seconds East 201.97 feet;
South 19 degrees 16 minutes 10 seconds East 237.46 feet [passing the Southwest corner of Northshire Subdivision at 232.11 feet] to a (set) 1/2-inch re-bar with plastic cap stamped HOLLIDAY / PLS 2802; run thence North 57 degrees 31 minutes 00 seconds West a distance of 250.86 feet, along a common boundary line with Parcel 076K-23-063-01 [Stubbs Realty, LLC], to a (found) 1/2-inch re-bar; run thence North 01 degree 57 minutes 05 seconds East a distance of 366.56 feet, along a common boundary line with Parcel 076K-23-065-00 [Johnstone], to a (set) 1/2-inch re-bar with plastic cap stamped HOLLIDAY / PLS 2802; run thence North 89 degrees 47 minutes 03 seconds East a distance of 14.60 feet, along the South boundary line of Lot 19 of Edgemont Subdivision, back to the point of beginning.

This parcel of land is situated in the Southwest Quarter of the **Northeast Quarter** of Section 23, Township 9 South, Range 5 East, City of Tupelo, Lee County, Mississippi, and contains 1.025 acres or 44,682.40 square feet, as described.

Grid bearings are based on a GPS observation and tie to a GCGC Network Station with the following information:
Station: Pontotoc, MS Station code: MSPN Lat: N 34° 14' 36.58661" Lon: W 89° 01' 00.68057" Ellipsoid Height: 118.394 meters; Sensor type: TRIMBLE NETR9

Reference Deeds: As shown on this sheet.

Date of field survey: August 18 - 20, 2026; April 2025; November 21 - 26, 2024.

This survey meets the criteria of a Class B survey as set forth in Appendix A, and the minimum specifications of Condition A as set forth in Appendix B of "Standards of Practice for Surveying" (Board Rule 21).

RS = 1/2-inch diameter re-bar (set) with plastic cap labeled HOLLIDAY / PLS 2802
RF = 1/2-inch diameter re-bar (found)

BLAINE WADE HOLLIDAY
REGISTERED PROFESSIONAL
LAND SURVEYOR
PLS-02802
STATE OF MISSISSIPPI

August 20, 2026
Blaine Holliday, Manager — Date
Mississippi PS License No. 2802

Plat of Boundary Survey for

BONDS PROPERTIES LLC

Boundary survey and legal description of property designated as Parcel 076K-23-064-00 located in the Southwest Quarter of the **Northeast Quarter** of Section 23, T-9-S, R-5-E, City of Tupelo, Lee County, MS

SCALE	1"=40'
DATE	August 20, 2026
DRAWN BY	BWH
DRAWING NO.	26-047

REV. NO.	DATE	BY
1		

Blaine Holliday
Professional Surveyor
102 Road 13
Tupelo, MS 38801
(662) 231-0176
hlsms@msn.com

SHEET 1 OF 1

C:\Surveys\YEAR_2026\26-047\26-047 BONDS PROP.dwg

CITY OF TUPELO

DEPARTMENT OF DEVELOPMENT SERVICES

STAFF ANALYSIS

Rezoning Application – LDR to MUCC

Application No.:	**RZ26-0**
Meeting Date:	**Oct. 5, 2026**
Parcel No.:	**076K-23-064-00**

PROPERTY INFORMATION

Property Location:	Landlocked tract adjoining McCullough Boulevard frontage property (Busylad Rent-All)
Parcel Number:	076K-23-064-00
Parcel Size:	1.025 acres, approximately 44,682 square feet
Application Type:	REZONING
Purpose:	Incorporate tract into adjoining MUCC property
Current Zoning:	LDR (Low Density Residential)
Current Land Use:	Vacant landlocked tract
Proposed Land Use:	Coordinated use with adjoining property; specific use not identified
Applicant:	Dennis Bonds, Bonds Properties LLC
Status of Applicant:	Owner



*Subject Property – **Behind Busylad – McCullough BLVD***

REQUEST SUMMARY

Project Proposal Summary:	Rezone 1.025 acres to MUCC to allow coordinated use with the adjoining MUCC property fronting McCullough Boulevard.
Staff Recommendation:	**APPROVAL**
Committee Action Required:	Recommend approval, approval with contingencies, denial, or tabling of the rezoning request.
Applicable Regulations:	Applicable LDR and MUCC district standards; Development Code Sec. 12.8 – Zoning Map Change.

SITE CONTEXT

Surrounding Land Use & Zoning:	Adjoining MUCC frontage property; Northshire Subdivision (LDR) to the east
Access:	The subject property is landlocked and has no direct public street access.
Special Information:	The subject property is landlocked. The adjoining MUCC property owner intends to incorporate the tract into that property. The August 20, 2026 survey depicts a narrow, irregular tract along the western boundary of Northshire Subdivision, with a ditch along its eastern boundary.
Driving Directions	From City Hall, proceed to Main Street and travel west to Gloster Street. Travel north on Gloster, then take McCullough Boulevard west toward 1818 McCullough Boulevard. The subject tract lies behind the adjoining commercial property and has no direct public street access.

Development Code Section 12.8 Zoning Map Change Requirements:

All parcels proposed for rezoning must be approved first by the Planning Committee by a 2/3rd majo followed by approval of the City Council.

A notice of this public hearing was published in the Daily Journal.

12.8.14. Written Recommendation and Review Criteria.

The Planning Committee shall provide a written recommendation regarding whether each proposed map change is consistent with the comprehensive plan and other applicable adopted plans. The recommendation shall be based on the reasons articulated by Committee members voting in the majority, and the recommendation shall be developed as determined in the Committee's Rules of Procedure. In addition to plan consistency, Committee members may also consider other matters deemed appropriate by the Committee, which may include but are not limited to:

(1) Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood;
(2) Suitability of the subject property for uses permitted by the current versus the proposed district;
(3) Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the City; and
(4) The availability of adequate school, road, parks, wastewater treatment, water supply and stormwater drainage facilities for the proposed use.

12.8.15. Action by the Governing Body.

Before taking action on a zoning map change request, the governing body shall consider any recommendations of the Planning Committee, Director of Development Services or designee, and of staff agencies, and shall conduct a public hearing where interested parties may be heard.

(1) Notice and public hearing requirements shall be in accordance with Section 12.3, Notice and Public Hearings.
(2) Continuances may be granted before action on the request.
(3) Following the public hearing, the governing body may approve the request, deny the request, or send the request back to the Planning Committee for additional consideration.
(4) In adopting or rejecting a zoning map change, the governing body shall adopt a statement describing whether its action is consistent with the Comprehensive Plan and why the action is reasonable and in the public interest. The governing body may adopt the statement furnished by staff or agencies, including but not limited to the Director of Development Services or the Planning Committee, or it may formulate its own statement.
(5) The map change request approved by the governing body may include changes from the request presented. Changes to a development plan may be made upon the proffer by the applicant of such changes.
(6) Approval of a petition gives the applicant the ability to proceed with any additional required approvals.

Comprehensive Development Plan Compliance (per Section 12.8.14):

1.) **Compatibility and conforming uses:** Extending the adjoining MUCC classification to this tract would support continuity with the existing zoning pattern and coordinated use of the combined site. Future development should address compatibility with Northshire Subdivision and nearby properties through applicable setbacks, landscaping, buffering, lighting, and drainage standards. Review should consider the range of MUCC uses, not only the current owner’s intended property combination. No appraisal evidence quantifies effects on nearby property values.
2.) **Suitability of proposal:** The landlocked condition and narrow, irregular configuration limit practical use as an independent LDR parcel. MUCC zoning would allow the tract to be planned with the adjoining MUCC property, with access and circulation addressed together. Any required conveyance, lot consolidation or replat, and access documentation must be completed separately.
3.) **Balance of use and City demand:** The site-specific need is to integrate a constrained interior tract into the adjoining corridor property under consistent zoning. This would reduce fragmented zoning and support coordinated site planning. The request does not establish a citywide shortage of MUCC land.
4.) **Availability of schools, roads, parks, wastewater treatment, water supply, and storm water drainage:** Coordinated site planning offers an opportunity to address access, utilities, and drainage through the adjoining frontage property. No specific development program is proposed, and facility capacity should be confirmed for the anticipated uses and intensity. Drainage review should address the surveyed ditch and preserve applicable easements and maintenance a

Final Recommendation: Staff recommends Approval of RZ26-06, rezoning Parcel 076K-23-064-00, approximately 1.025 acres, from LDR to MUCC. The recommendation is based on the property's landlocked condition, its relationship to the adjoining MUCC property fronting McCullough Boulevard, and the opportunity for coordinated use under a consistent zoning classification.

AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 20, 2026

SUBJECT: IN THE MATTER OF PRELIMINARY PLAT APPROVAL FOR GARFIELD COMMONS SUBDIVISION **TN**

Request: Review and approve Major Subdivision Application 26-04 (Preliminary Plat) for Garfield Commons Subdivision.

Attachments:

1. MAJSUB26-04 Application
2. Preliminary Plat
3. Staff Analysis

MAJOR SUBDIVISION APPLICATION

City of Tupelo | Department of Development Services
Mail: P O Box 1485, Tupelo, MS 38802-1485
Phone: (662) 841-6510 **Fax:** (662) 841-6550
Email: permits@tupeloms.gov

MUNIS MAJSUB000004
Received By: MS
Date Received: 9.1.26
(for office use only)

Permit Fee: $250.00 ***(Non-refundable)***

A pre-application conference is required prior to application submittal. All materials required 4 weeks prior to scheduled Planning Committee Review. Applicant must be present at Planning Committee review. All reviews are held at City Hall, 71 E. Troy St. See Major Subdivision Checklist for required attachments.

PROJECT DESCRIPTION

PROJECT LOCATION:
(LOCATION AND/OR EXISTING PARCEL NUMBER(S): 836 Circle (Parcel 113E-06-139-00); 805 Garfield (Parcel: 113E-06-137-00; 901 Garfield (Parcel: 101H-01-076-00); 0 Garfield (Parcel: 101H-01-142-00); a Portion of 915 Garfield (Parcel 101H-01-079-00)

PROPOSED SUBDIVISION NAME: Garfield Commons - Phase I

PROPOSED RESIDENTIAL CONSTRUCTION TYPE(S): V-A, V-B

PROPOSED NON-RESIDENTIAL CONSTRUCTION TYPE(S): I-A

Project Acreage	7.55 + ROW	**Current Zoning**	MUE	**Existing Structures**	(Y) N
Number of Lots	4 + ROW	**Proposed Zoning**	[walkable]	**Demolition Required**	(Y) N
Minimum Lot Size		**Current Land Use**	vacant	**Clearing Required**	(Y) N
Maximum Lot Size	3.99 ac	**Proposed Land Use**	mixed	**Cut/Fill Required**	(Y) N
Chickasaw Review	Y (N)	**Overlay District**	Y (N)	**Proposed Signage**	(Y) N
Flood Zone	Y (N)	**Historic District**	Y (N)	**Other Zoning Requests**	Y (N)
Suspect Soils	(Y) N	**Special Use Standards**	Y (N)		

CONTACT INFORMATION

OWNER CONTACT INFORMATION:

Owner Name: NMHS Property Holdings, LLC Email: c/o jhand@ironbridgecapital.com

Address: 830 S. Gloster St. City: Tupelo State: MS Zip Code: 38801

Phone Number(s): (843) 343-4485

APPLICANT CONTACT INFORMATION (*if different from owner*):

Name: IBCP Garfield, LLC Email: jhand@ironbridgecapital.com

Address: 997 Morrison Dr. City: Charleston State: SC Zip Code: 29403

Phone Number(s): (843) 343-4484

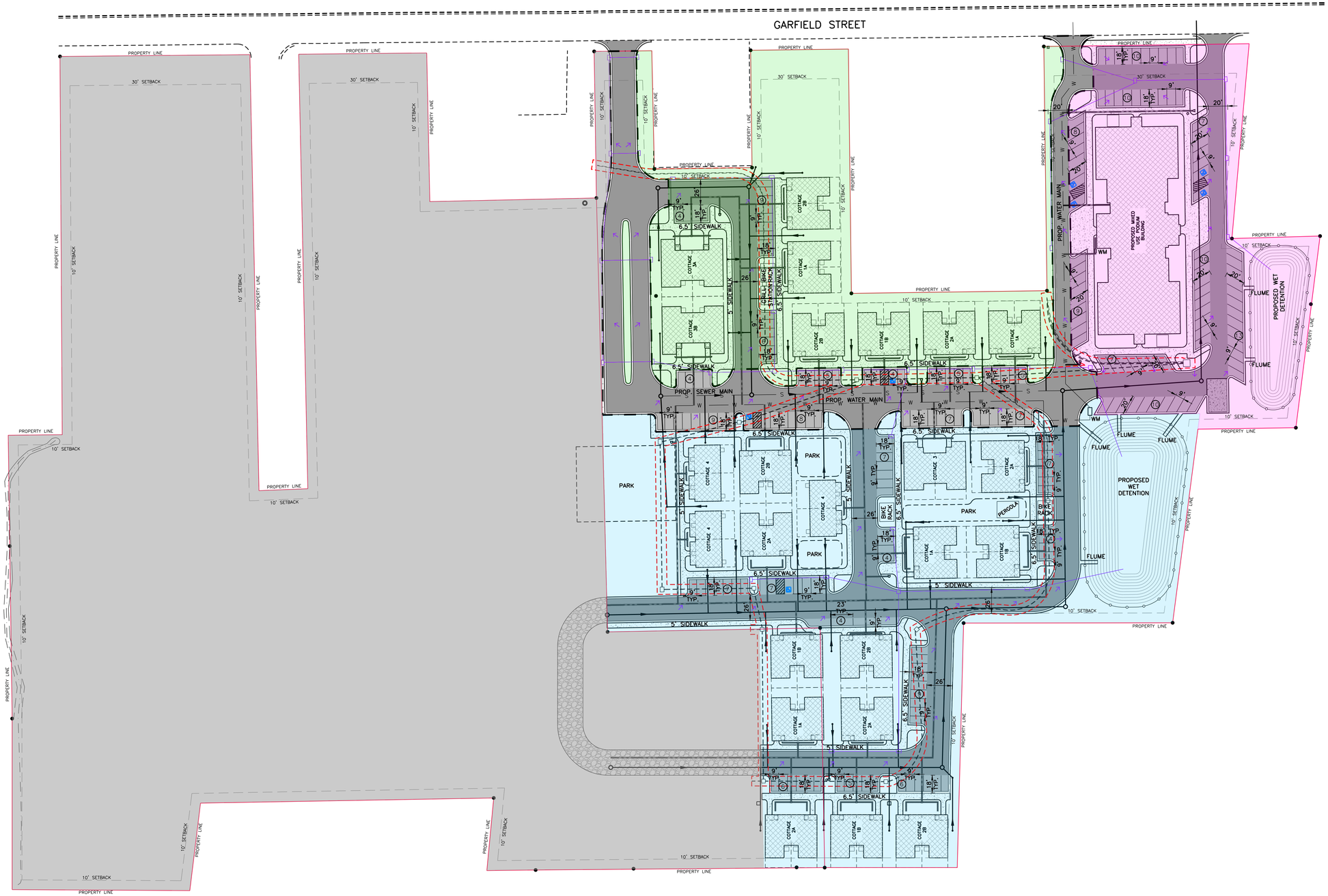
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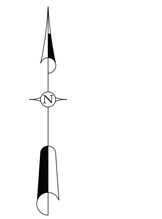
Required Attachments ***(all required attachments must be submitted BEFORE the permit can be issued)***

1. Recorded deed; if owner and applicant are not the same, current lease and owner permission ____
2. Site/Development Plan. (Signed and Sealed) ____
3. Preliminary Plat (Signed and Sealed) ____
4. Geo-referenced AutoCad .dwg file of survey ____
5. Survey of lots ____
6. Assigned Parcels and Parcel Map from the Tax Assessor's Office ____

I hereby certify the above information is true and correct and completed in accordance with the Tupelo Development Code. I understand that if I or my representative does not attend the Planning Committee meeting, the application could be tabled or denied. I further understand that if I am not the property owner, notarized permission from the property owner is required for application to be processed.

Applicant Signature: _____ **Date:** 8.24.26





SITE LEGEND

- PROPOSED BUILDING
- PROPOSED CONCRETE SIDEWALK
- PROPOSED LIGHT-DUTY ASPHALT PAVEMENT
- PROPOSED HEAVY-DUTY ASPHALT PAVEMENT
- PROPOSED HEAVY-DUTY CONCRETE PAVEMENT
- PROPOSED CRUSHED LIMESTONE
- PARCEL 1 – 1.78 ACRES
- PARCEL 2 – 1.77 ACRES
- PARCEL 3 – 3.99 ACRES
- PARCEL 4 – 10.59 ACRES
- PUBLIC ROW 1.09 ACRES

- PROPOSED CITY OF TUPELO R.O.W. (BACK OF CURB TO BACK OF CURB)
- W — PROPOSED PUBLIC WATER MAIN
- S — PROPOSED PUBLIC SEWER MAIN
- PROPOSED PRIVATE WATER MAIN
- PROPOSED PRIVATE SEWER MAIN
- PROPOSED 10' ELECTRICAL EASEMENT
- PROPOSED STORM SEWER, STRUCTURES & FLOW ARROWS

Revisions				
#	Date	Nature	By	App'd.

Project No. M-3475	Designed By R.C.M.
Date 9-1-26	Drawn By C.L.
Scale SEE ABOVE	Checked By R.C.M.

GARFIELD COMMONS
BY IRON BRIDGE CAPITAL

800 BLOCK GARFIELD STREET
TUPELO, MISSISSIPPI

McMASTER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
212 WATERFORD SQUARE
SUITE 300
MADISON, MS 39110
601.605.1090

PRELIMINARY PLAT EXHIBIT

1

CITY OF TUPELO

DEPARTMENT OF DEVELOPMENT SERVICES

STAFF ANALYSIS

MAJOR SITE PLAN- DEVELOPMENT PLAN
MIXED USE EMPLOYMENT

Application No.:	**MSP26-01**
Meeting Date:	**Oct. 5, 2026**
Parcel No.:	**101H-01-076-00; PART OF 101H-01-079-00; 101H-01-142-00; 113E-06-137-00; 113E-06-139-00**

PROPERTY INFORMATION

Property Location:	836 Circle, 805, 901, and a portion of 915 Garfield St.
Parcel Number:	101H-01-076-00; PART OF 101H-01-079-00; 101H-01-142-00; 113E-06-137-00; 113E-06-139-00
Application Type:	Major Site Plan/Major Subdivision Development Plan
Purpose:	Redevelop former site of One Deville apartments as mixed-use, primarily residential
Current Zoning:	Mixed Use Employment
Current Land Use:	Vacant
Surrounding Zoning	MUCC on east side, MDR on north, west, and east
Setback Requirements:	Front: minimum 10', maximum 30', side and rear 10'
Applicant:	IBCP Garfield LLC
Status of Applicant:	Developer



Subject Property **– 836 Circle, 805, 901, and a portion of 915 Garfield St.**

REQUEST SUMMARY

Request:	Approve Development Plan under the standards in Development Code section 12.9.
Applicable Regulations:	4.12.1, Purpose and Objectives of Mixed-Use Residential zoning district; 4.12.3, Pedestrian Scale Development; 12.9 Development Plans
Committee Action Required:	Approve, approve with conditions, deny, or table the request.
Staff Recommendation:	Approval

SITE CONTEXT

Driving Directions:	Take South Gloster past Crossover Road; right on Garfield Street; subject property is on left behind three commercial properties facing Garfield.

Special information: This project is being reviewed as a Development Plan under the standards in Development C section 12.9. The Development Plan concept is intended to accommodate master-planned projects which include elements of both commercial site plans and subdivisions and which involve requests for modification of multiple zoning standards. Review and decision on a Development Plan serves as a record of recommendations that can include site plan approval, subdivision preliminary plat approval, modification of allowable uses, compatible or flexible use approval, and variance of development standards. The Development Plan process also requires a Development Agreement outlining the applicant's commitment to completing the project as described in the application materials. A development agreement between the applicant/developer and the City of Tupelo has been completed.

Because of the scale of the project, and the extent of master-planning already included in the development agreement, overall impact and value is taken to be the primary consideration. Specific details are to be handled with flexibility rather than as representing non -compliance or deficiency. Code Section 4.12.1, Purpose and Intent of Mixed Use Residential Zoning District, reads as follows:

> The objective of the Mixed-Use Employment District (MUE) is to provide concentrated areas of high-quality employment facilities that may be integrated with or adjacent to complementary retail and commercial uses and medium density residential uses. Mixed-use employment areas should have direct access to arterial or collector streets and shall be compatible with and connected to the surrounding development as well as any nearby parks, open space, and pathways. Mixed use employment areas may include corporate office headquarters, hospitals and medical centers, research and development facilities, business parks, and educational facilities in planned, campus-like settings. Secondary uses such as live-work units, medium-density residential housing, and complementary commercial uses are encouraged. Developers in the MUE districts may choose between pedestrian - scaled standards (MUE-1) and conventional standards (MUE-2), with the exception that properties adjoining pedestrian-oriented development shall use that set of standards.

The project has been designed in compliance primarily with pedestrian-scale development standard (MUE-1), as described in Code Section 4.12.3:

> A developer who chooses walkable development will be allowed significantly higher density as well as reduced landscaping and no open space requirements. Landscaping requirements may be reduced for a development with side and rear parking areas. In general, dimensional standards may be adjusted to allow increases in the intensity of use if such increase is compatible with existing development. Buffer requirements between non-residential and residential areas may be replaced by architectural transition and pedestrian connections. Tree replacement requirements may be reduced for pedestrian-oriented development. Vertically mixed uses are encouraged. Standards for building design or materials may be reduced if additional landscaping is provided. Sidewalk requirements may be waived if a system of internal pedestrian circulation or another pedestrian amenity is more appropriate. Requests for flexibility considerations that reduce the pedestrian accessibility or appeal of a proposed development will not normally be considered. A development that consists of at least 50 percent residential uses shall be built with the walkable set of standards (MUE-1).

Plan elements that may require flexibility include the dimensions of boundary buffer on the northwest, between a multi-use building planned for a future phase and the Lee Acres residential zoning district; the height of the three multi-use buildings; and the 3% open space requirement. Some of these points may be resolved as construction plans, including final dimensions of project elements, for the future phases are prepared.

The total impact of the project includes the elimination of the deteriorated apartment complex that formerly occupied part of the site. The first phase will see the production of 56 single family dwelling units and 48 upper-floor apartments. The residential units are intended to provide housing for personnel of North Mississippi Medical Center and its associated facilities. Creating this new cluster of population near the medical employment Planning Department Staff Analysis / Tupelo Planning Committee 3 area will substantially and positively impact the South Gloster commercial zone, as well as improving the value of the nearby Lee Acres residential area. The project also represents a major investment in the tax base of the city.

Recommendation: Approval

AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 20, 2026

SUBJECT: IN THE MATTER OF REVIEW/APPROVE DEVELOPMENT PLAN (MAJOR SITE PLAN APPLICATION 26-01) FOR GARFIELD COMMONS **TN**

Request: Review and approve Major Site Plan Application 26-04 and Development Plan for Garfield Commons.

Attachments:

1. MSP26-01 Application
2. Major Site Plan
3. Project Description
4. Exterior Elevations
5. Staff Analysis

MAJOR SITE PLAN APPLICATION

City of Tupelo | Department of Development Services
Mail: P O Box 1485, Tupelo, MS 38802-1485
Phone: (662) 841-6510 **Fax:** (662) 841-6550
Email: permits@tupeloms.gov

MUNIS MSP26-01
Received By: MS
Date Received: 9.1.26
(for office use only)

Permit Fee: $200 + $20/COMMERCIAL UNIT AND/OR $10/RESIDENTIAL UNIT *(Non-refundable)*

A pre-application conference with a member of the Planning Division is required prior to application submittal. All materials required 4 weeks prior to scheduled Planning Committee Review. Applicant must be present at Planning Committee review. All reviews are held at City Hall, 71 E. Troy St.

PROJECT DESCRIPTION

PROJECT LOCATION:
(LOCATION AND/OR EXISTING PARCEL NUMBER(S): 836 Circle (Parcel 113E-06-139-00); 805 Garfield (Parcel: 113E-06-137-00; 901 Garfield (Parcel: 101H-01-076-00); 0 Garfield (Parcel: 101H-01-142-00); a Portion of 915 Garfield (Parcel 101H-01-079-00)

PROPOSED LAND USE: Walkable Mixed Use

PROPOSED RESIDENTIAL CONSTRUCTION TYPE(S): V-A, V-B

PROPOSED NON-RESIDENTIAL CONSTRUCTION TYPE(S): I-A

Phase 1: 3 Parcels as platted: 7.51 acres plus ROW (public)
PARCEL ACREAGE: _____ **CURRENT LAND USE:** undeveloped **CURRENT ZONING:** MUE

IS LAND DEVELOPMENT REQUIRED (*demolition, clearing, cut/fill, tree removal*)? YES X **NO** _____

CONTACT INFORMATION

OWNER CONTACT INFORMATION:

Owner Name: NMHS Property Holdings, LLC Email: c/o Jhand@ironbridgecapital.com
Address: 830 S. Gloster St. City: Tupelo State: MS Zip Code: 38801
Phone Number(s): (843) 343-4485

APPLICANT CONTACT INFORMATION (*if different from owner*):

Owner Name: IBCP Garfield, LLC Email: _____
Address: 997 Morrison Drive City: Charleston State: SC Zip Code: 29403
Phone Number(s): (843) 343-4485

GENERAL CONTRACTOR CONTACT INFORMATION:

Name: Unicorp - Jason Walker Phone Number(s): 601.321.7641
Email Address: jason@theparkcompanies.com CID *(office use only)* _____

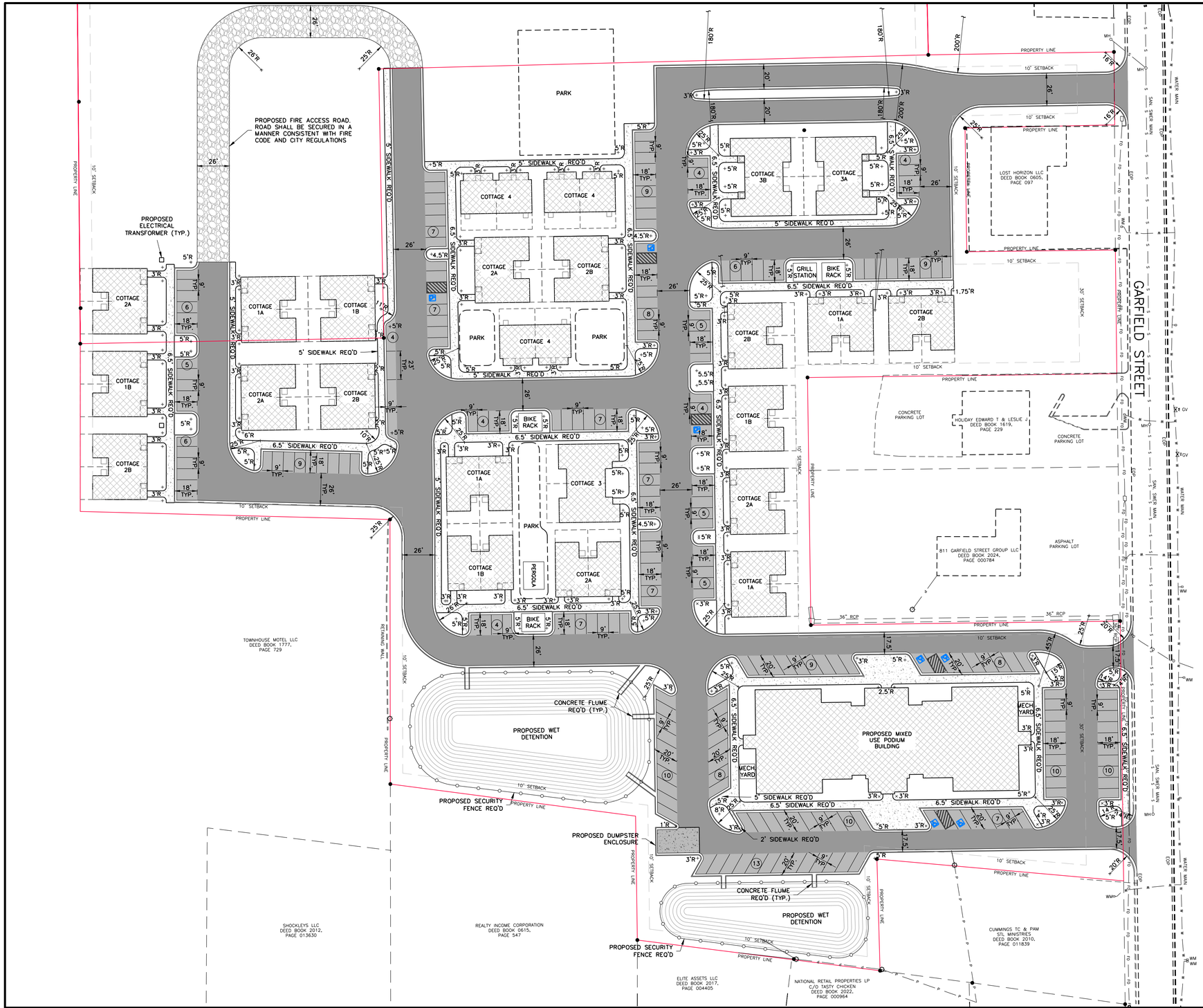
PLEASE SEE REVERSE SIDE

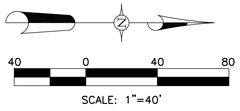
Required Attachments ***(all required documents must be submitted BEFORE Planning Committee Review)***

1. Recorded deed; if owner and applicant are not the same, current lease and owner permission ____
2. Major Site Plan ____
3. Overlay Application, if applicable ____
4. Zoning Request (Compatible Use, Flexible Use, Variance Application), if applicable ____

I hereby certify the above information is true and correct and completed in accordance with the Tupelo Development Code. I understand that if I or my representative does not attend the Planning Committee meeting, the application could be tabled or denied. I further understand that if I am not the property owner, notarized permission from the property owner is required for application to be processed.

Applicant Signature: _____ **Date:** 2/20/26





SITE LEGEND

- PROPOSED BUILDING
- PROPOSED CONCRETE SIDEWALK
- PROPOSED LIGHT-DUTY ASPHALT PAVEMENT
- PROPOSED HEAVY-DUTY ASPHALT PAVEMENT
- PROPOSED HEAVY-DUTY CONCRETE PAVEMENT
- PROPOSED CRUSHED LIMESTONE

EXISTING LEGEND

EOP	EDGE OF PAVEMENT
RCP	REINFORCED CONCRETE PIPE
MH	MANHOLE
PC	PROPERTY CORNER
EBOX	ELECTRIC/POWER BOX
PP	POWER POLE
FO	FIBER OPTIC/COMMUNICATION BOX
MH	EXISTING MANHOLE
LP	LIGHT POLE
WM	WATER METER
WV	WATER VALVE
FH	FIRE HYDRANT
WS	WATER SERVICE
ICV	IRRIGATION CONTROL VALVE
W — W	EXISTING WATER LINE
P — P	EXISTING OVERHEAD POWER
UGE — UGE	EXISTING UNDERGROUND POWER
S — S	EXISTING SANITARY SEWER LINE
FO — FO	EXISTING FIBER OPTIC LINE

NOTES:

1. THE TOTAL AREA OF THIS PHASE OF THE DEVELOPMENT IS ±8.63 (1.09 BEING PUBLIC ROW) AC./375,487 S.F., MORE OR LESS. THE BREAKDOWN OF THIS AREA IS AS FOLLOWS:
   PERVIOUS – 181,110 S.F.
   IMPERVIOUS – 194,812 S.F.
   TOTAL – 375,922 S.F.
2. BUILDING SETBACKS: FRONT 30'
   SIDE 10'
   REAR 10'
3. THIS DEVELOPMENT WILL BE A MIXED USE WITH RESIDENTIAL AND COMMERCIAL.
4. TOTAL PARKING SPACES PROVIDED 224; 7 HANDICAP SPACES WITH 2 BEING VAN ACCESSIBLE.
5. THIS PROPERTY IS ZONED MUE IN THE CITY OF TUPELO.
6. THIS PROPERTY IS LOCATED IN ZONE X – OTHER AREAS, WHICH IS DEFINED AS, "AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOODPLAIN," AS SHOWN ON FIRM MAP NUMBER 28081C0226F, EFFECTIVE DATE OF OCTOBER 16, 2013.
7. ALL CONSTRUCTION WILL BE IN ACCORDANCE WITH THE CITY OF TUPELO SPECIFICATIONS.
8. DOMESTIC WATER SERVICE, FIRE PROTECTION, AND SEWER SERVICE WILL BE PROVIDED BY CITY OF TUPELO.
9. ALL SIGNING AND STRIPING SHALL CONFORM TO CITY OF TUPELO SPECIFICATIONS.
10. ALL RADIUSES AND DIMENSIONS ARE MEASURED TO THE FACE OF CURB, UNLESS NOTED OTHERWISE.

Revisions				
#	Date	Nature	By	App'd.

Project No. M-3475	Designed By R.C.M.		
Date 9-1-26	Drawn By C.L.		
Scale SEE ABOVE	Checked By R.C.M.		

GARFIELD COMMONS
BY IRON BRIDGE CAPITAL

800 BLOCK GARFIELD STREET
TUPELO, MISSISSIPPI

McMASTER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
212 WATERFORD SQUARE
SUITE 300
MADISON, MS 39110
601.605.1090

RONALD C. McMASTER, JR. LICENSED PROFESSIONAL ENGINEER AND SURVEYOR 15605 STATE OF MISSISSIPPI

SITE PLAN

C1.1

GARFIELD COMMONS – Garfield Road, Tupelo MS.

Garfield Commons is a master-planned mixed-use residential community located at **Garfield Street, Tupelo, Mississippi 38801**, within **Climate Zone 3**. The development is designed as a multi-phase neighborhood revitalization project that combines multifamily housing, duplex residences, healthcare services, open space, and supporting site infrastructure to create a comprehensive residential community. The project is purpose-built for the nearby hospital with their financial support to serve both community revitalization of the project site with newer development and provide critical workforce housing to assist with needs of the staffing for the hospital and new clinic.

The primary phase of development includes a **five-story multifamily podium building** situated along the eastern portion of the site. The podium building contains a **medical clinic on the first floor** with four residential levels above. The residential component consists of **56 dwelling units**, including a mix of one-bedroom (832sf – 887sf) and two-bedroom (985sf – 1,068sf) apartments designed to serve a variety of household sizes and accessibility needs. Residential units are distributed across Levels 2 through 5 and include standard, accessible, and HVI-designated unit types.

The podium building encompasses approximately **82,460 gross square feet (GSF)** and includes residential living areas, vertical and horizontal circulation systems, ancillary support spaces, business areas, and resident storage facilities. The building is served by surface parking areas surrounding the structure, providing convenient access for residents, visitors, and medical clinic patrons.

The overall site plan extends beyond the podium building and incorporates a total network of **48 independent cottage living units in duplex configurations, internal roadways, parking courts, landscaped open spaces, and community park areas**. These cottage living units are separated into 4 total duplex configurations containing both two-bedroom (1,123sf) and three-bedroom (1,376sf – 1,812sf) layouts. The duplex neighborhoods are organized around walkable streets and shared green spaces, creating a connected residential environment that complements the higher-density multifamily component. Future development phases are identified throughout the site, allowing for continued expansion of housing opportunities while maintaining a cohesive community layout.

Stormwater management is provided through strategically located **retention ponds** situated on the eastern and southeastern portions of the development. These features are integrated into the site design to support drainage requirements and enhance long-term site sustainability. The project also includes sidewalks, pedestrian connections, and

landscaped buffers that improve accessibility and connectivity between residential buildings, community amenities, and surrounding neighborhoods.

The multifamily podium building serves as the focal point of the Garfield Commons development, providing a combination of affordable housing and healthcare services within a single structure. Collectively, the podium building, duplex residences, open-space amenities, parking facilities, and future development areas establish a mixed-income, mixed-density community designed to support long-term residential growth and neighborhood revitalization in Tupelo, Mississippi.

COLORS SCHEDULE

- HARDIE: ARCTIC WHITE
- HARDIE: AGED PEWTER
- ACME BRICK: QUORUM



1 SOUTH ELEVATION
3/32" = 1'-0"

4 EAST ELEVATION
3/32" = 1'-0"

2 WEST ELEVATION
3/32" = 1'-0"

3 NORTH ELEVATION
3/32" = 1'-0"

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GARFIELD COMMONS

GARFIELD STREET
TUPELO, MS 38801

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SEAL

NOT FOR CONSTRUCTION

ISSUE	BY	DATE	DESCRIPTION

PROJECT INFORMATION BLOCK

JOB #	250054
DATE:	10/5/2026
DRAWN BY:	BMC
CHECKED BY:	AME

SHEET TITLE

EXTERIOR ELEVATIONS

SHEET NUMBER

A200

GENERAL NOTES - EXTERIOR ELEVATIONS

TYPICAL ROOF CONSTRUCTION : FIBERGLASS SHINGLES ON 1 LAYER 15# ROOFING FELT ON NOM. 1/2" OSB SHEATHING ON PRE-ENGINEERED WOOD ROOF TRUSSES

TYPICAL EXTERIOR WALL CONSTRUCTION : FIBER CEMENT SIDING ON WEATHER RESISTANT BARRIER ON SHEATHING ON INSULATED WOOD STUDS

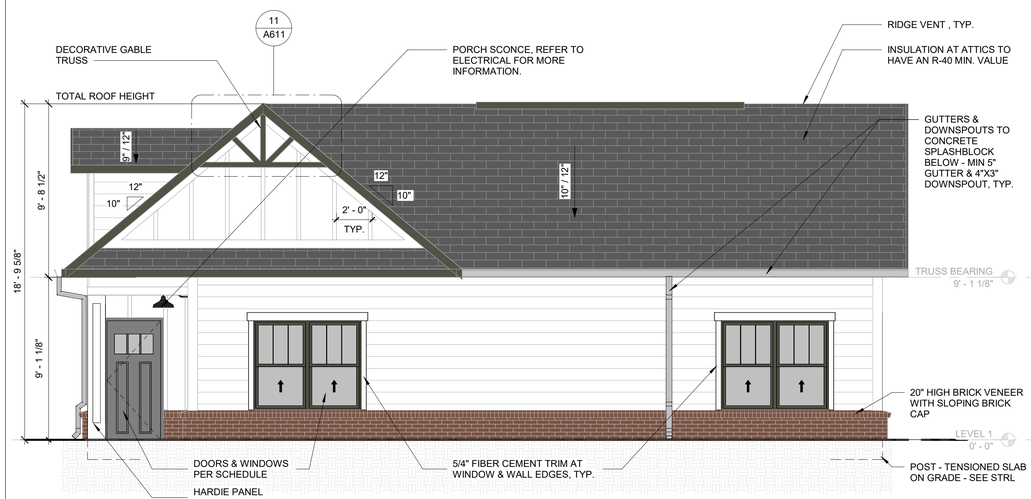
TYPICAL EXTERIOR WALL FINISH: FIBER CEMENT BOARDS & BATTENS ON WEATHER RESISTANT BARRIER ON NOM. 1/2" PLYWOOD SHEATHING ON 2X WOOD FRAMING

COLORS SCHEDULE

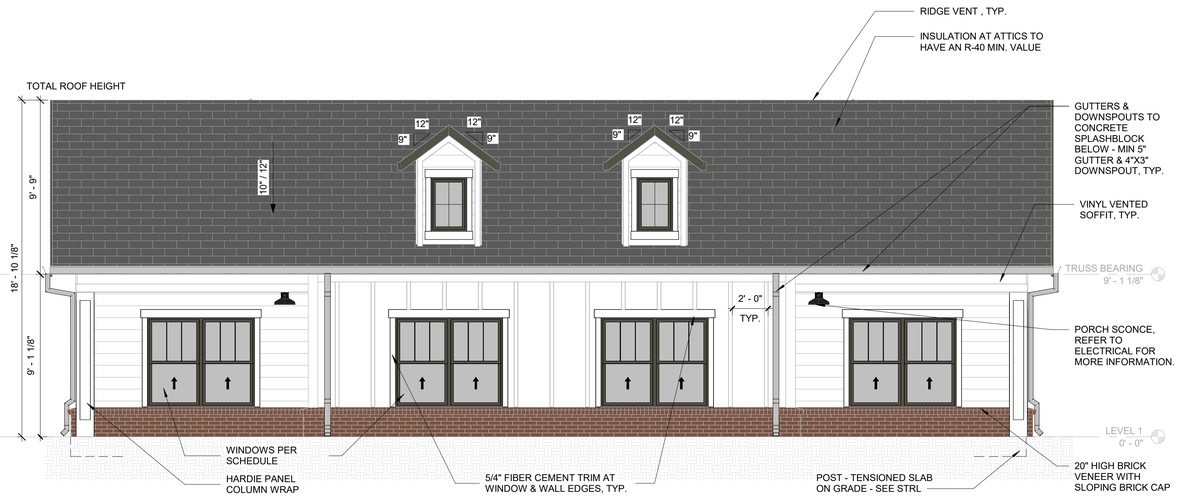
- HARDIE: ARCTIC WHITE
- HARDIE: AGED PEWTER
- ACME BRICK: QUORUM
- ASPHALT SHINGLES: ATLAS PROLAM
- METAL ROOF : MBCI LOK SEAM OR APPROVED EQUAL



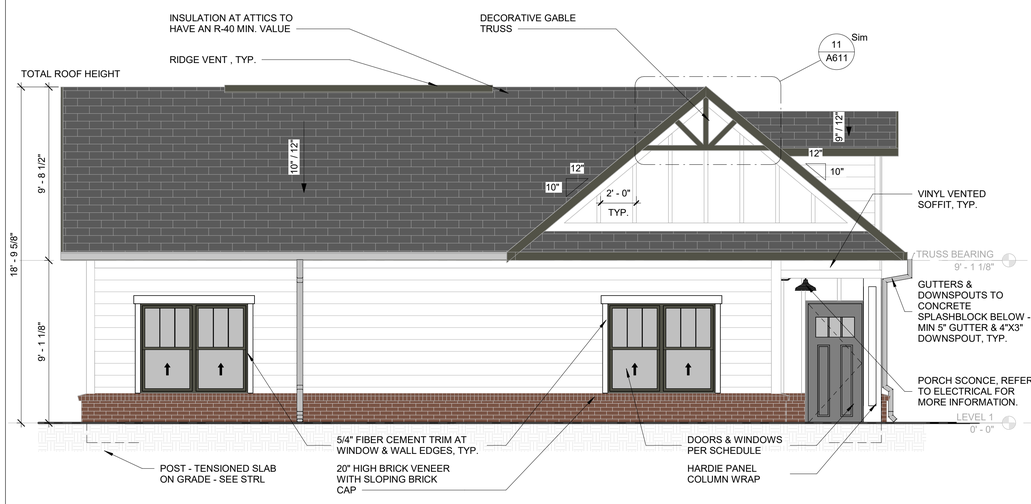
5 3D PERSPECTIVE - COTTAGE 1A



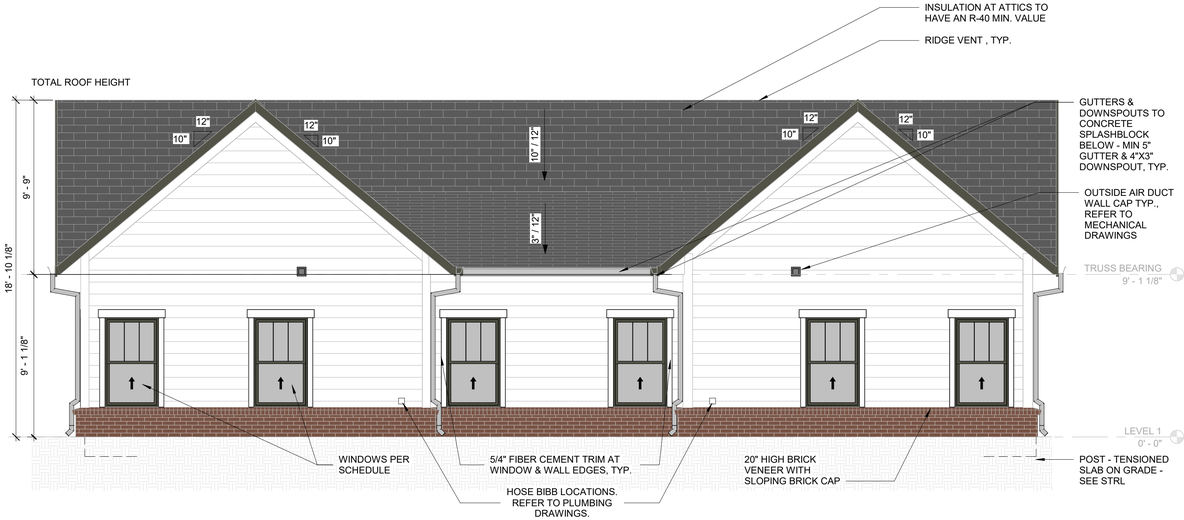
3 COTTAGE 1 - 2BR DUPLEX SIDE ELEVATION 1
1/4" = 1'-0"



1 COTTAGE 1 - 2BR DUPLEX FRONT ELEVATION
1/4" = 1'-0"



4 COTTAGE 1 - 2BR DUPLEX SIDE ELEVATION 2
1/4" = 1'-0"



2 COTTAGE 1 - 2BR DUPLEX REAR ELEVATION
1/4" = 1'-0"

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ISSUE	BY	DATE	DESCRIPTION

PROJECT INFORMATION BLOCK

JOB #	**250054**
DATE:	**06/24/2026**
DRAWN BY:	**BMC**
CHECKED BY:	**AME**

SHEET TITLE

COTTAGE 1A - EXTERIOR ELEVATIONS

SHEET NUMBER

A113



5 3D PERSPECTIVE - COTTAGE 1B

GENERAL NOTES - EXTERIOR ELEVATIONS

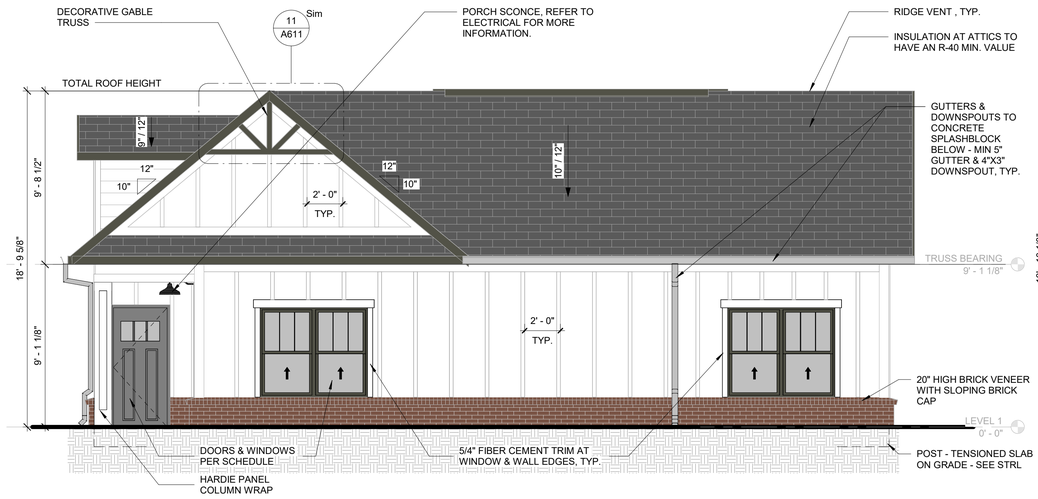
TYPICAL ROOF CONSTRUCTION : FIBERGLASS SHINGLES ON 1 LAYER 15# ROOFING FELT ON NOM. 1/2" OSB SHEATHING ON PRE-ENGINEERED WOOD ROOF TRUSSES

TYPICAL EXTERIOR WALL CONSTRUCTION : FIBER CEMENT SIDING ON WEATHER RESISTANT BARRIER ON SHEATHING ON INSULATED WOOD STUDS

TYPICAL EXTERIOR WALL FINISH: FIBER CEMENT BOARDS & BATTENS ON WEATHER RESISTANT BARRIER ON NOM. 1/2" PLYWOOD SHEATHING ON 2X WOOD FRAMING

COLORS SCHEDULE

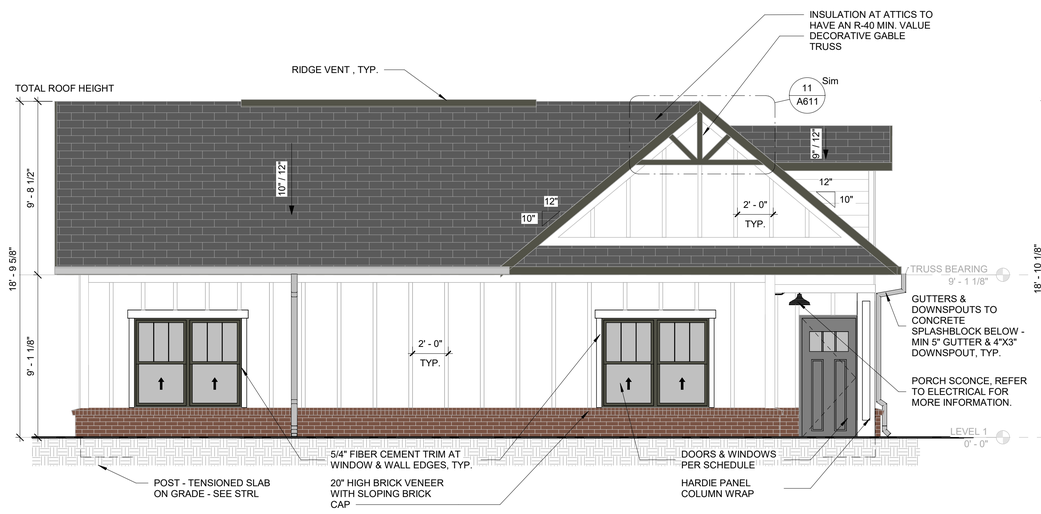
- HARDIE: ARCTIC WHITE
- HARDIE: AGED PEWTER
- ACME BRICK: QUORUM
- ASPHALT SHINGLES: ATLAS PROLAM
- METAL ROOF : MBCI LOK SEAM OR APPROVED EQUAL



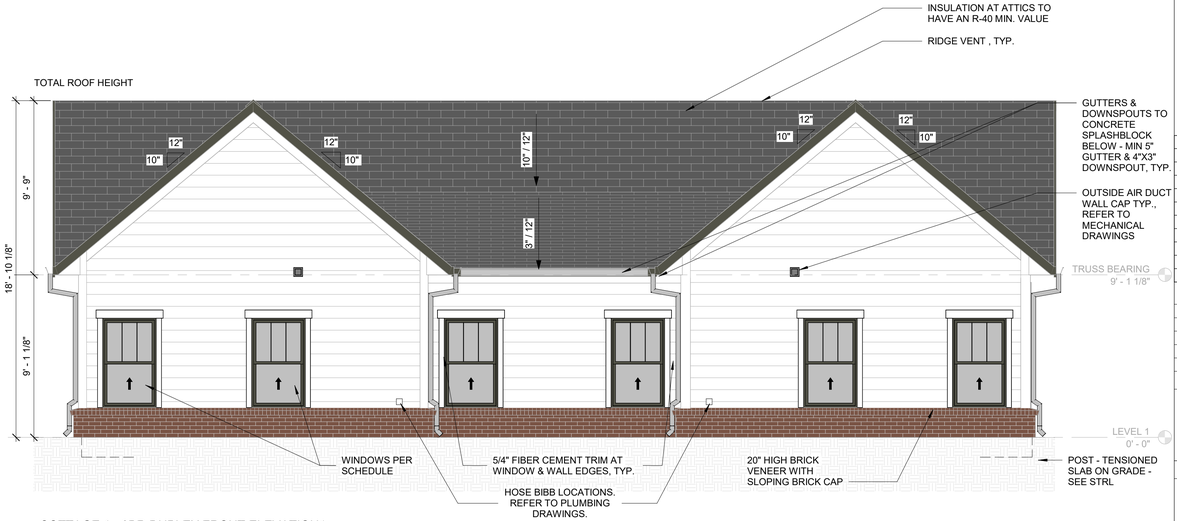
3 COTTAGE 1 - 2BR DUPLEX SIDE ELEVATION 3
1/4" = 1'-0"



1 COTTAGE 1 - 2BR DUPLEX REAR ELEVATION1
1/4" = 1'-0"



4 COTTAGE 1 - 2BR DUPLEX SIDE ELEVATION 4
1/4" = 1'-0"



2 COTTAGE 1 - 2BR DUPLEX FRONT ELEVATION1
1/4" = 1'-0"

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ISSUE	BY	DATE	DESCRIPTION

PROJECT INFORMATION BLOCK

JOB #	250054
DATE:	06/24/2026
DRAWN BY:	BMC
CHECKED BY:	AME

SHEET TITLE

COTTAGE 1B - EXTERIOR ELEVATIONS

SHEET NUMBER

A114



5 3D PERSPECTIVE - COTTAGE 2A

GENERAL NOTES - EXTERIOR ELEVATIONS

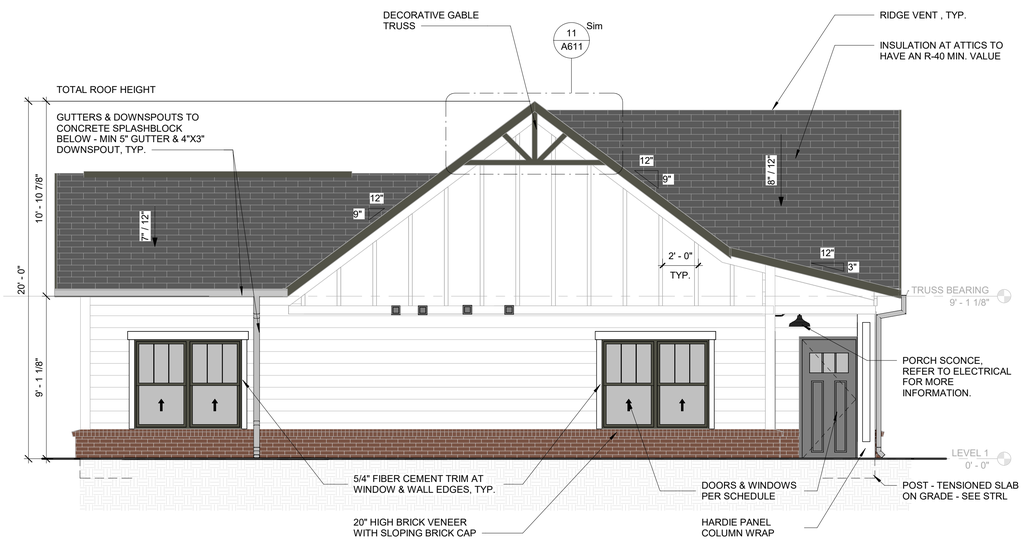
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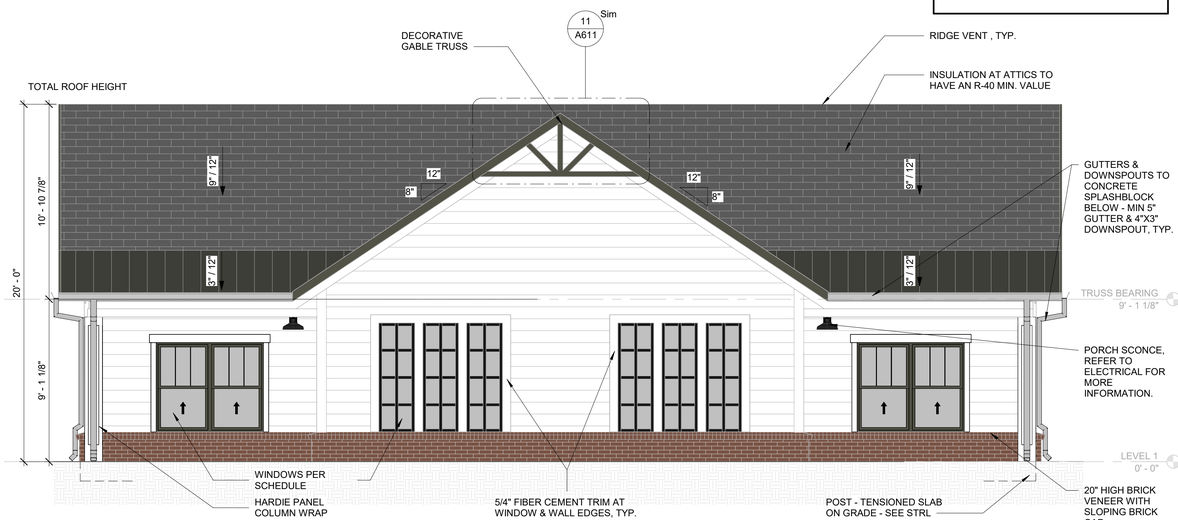
TYPICAL EXTERIOR WALL FINISH: FIBER CEMENT BOARDS & BATTENS ON WEATHER RESISTANT BARRIER ON NOM. 1/2" PLYWOOD SHEATHING ON 2X WOOD FRAMING

COLORS SCHEDULE

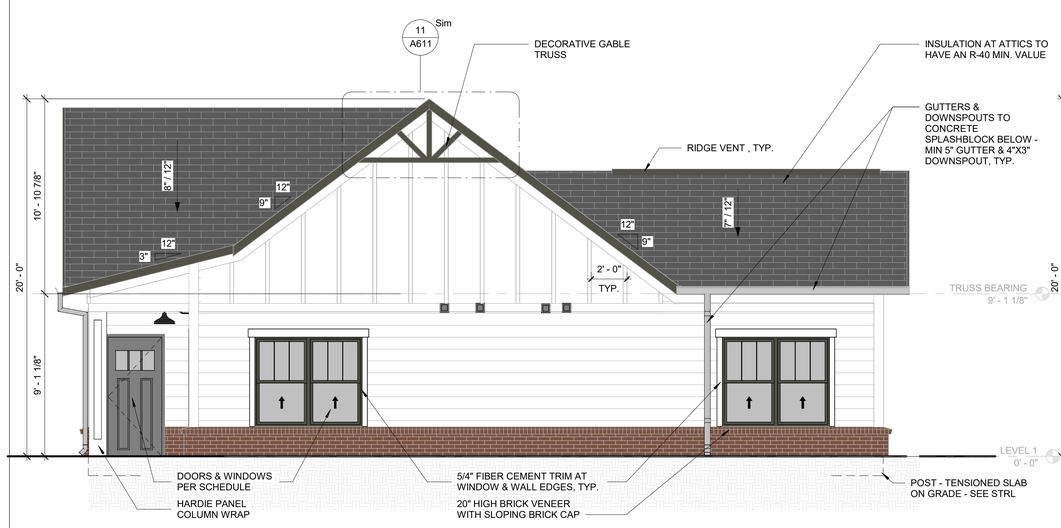
- HARDIE: ARCTIC WHITE
- HARDIE: AGED PEWTER
- ACME BRICK: QUORUM
- ASPHALT SHINGLES: ATLAS PROLAM
- METAL ROOF : MBCI LOK SEAM OR APPROVED EQUAL



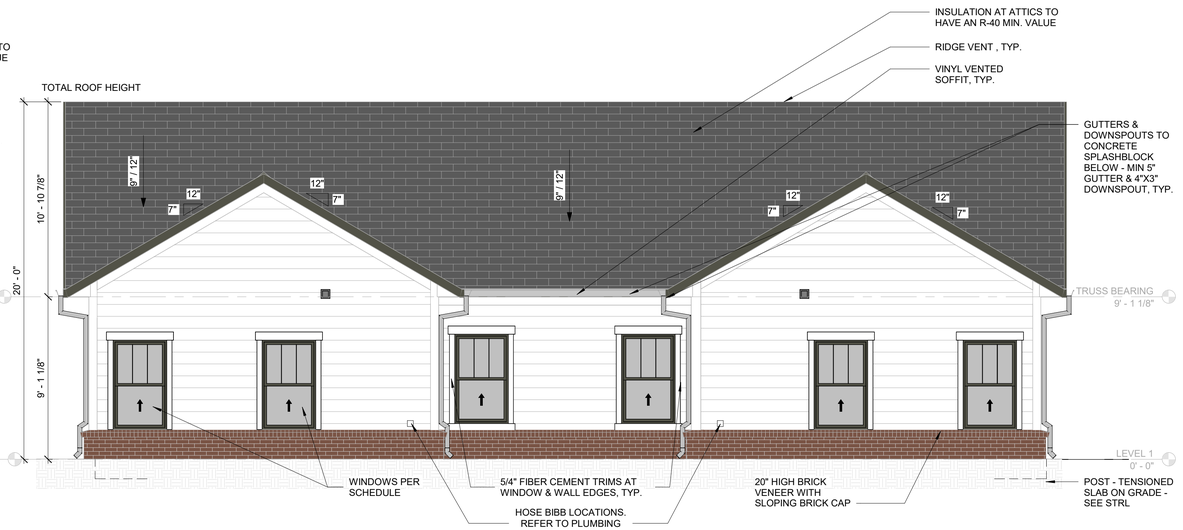
4 COTTAGE 2 - 2BR DUPLEX SIDE ELEVATION 2
1/4" = 1'-0"



2 COTTAGE 2 - 2BR DUPLEX FRONT ELEVATION
1/4" = 1'-0"



3 COTTAGE 2 - 2BR DUPLEX SIDE ELEVATION 1
1/4" = 1'-0"



1 COTTAGE 2 - 2BR DUPLEX REAR ELEVATION
1/4" = 1'-0"

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JOB #	250054
DATE:	06/24/2026
DRAWN BY:	BMC
CHECKED BY:	AME

SHEET TITLE

COTTAGE 2A - EXTERIOR ELEVATIONS

SHEET NUMBER

A123



5 3D PERSPECTIVE - COTTAGE 2B

GENERAL NOTES - EXTERIOR ELEVATIONS

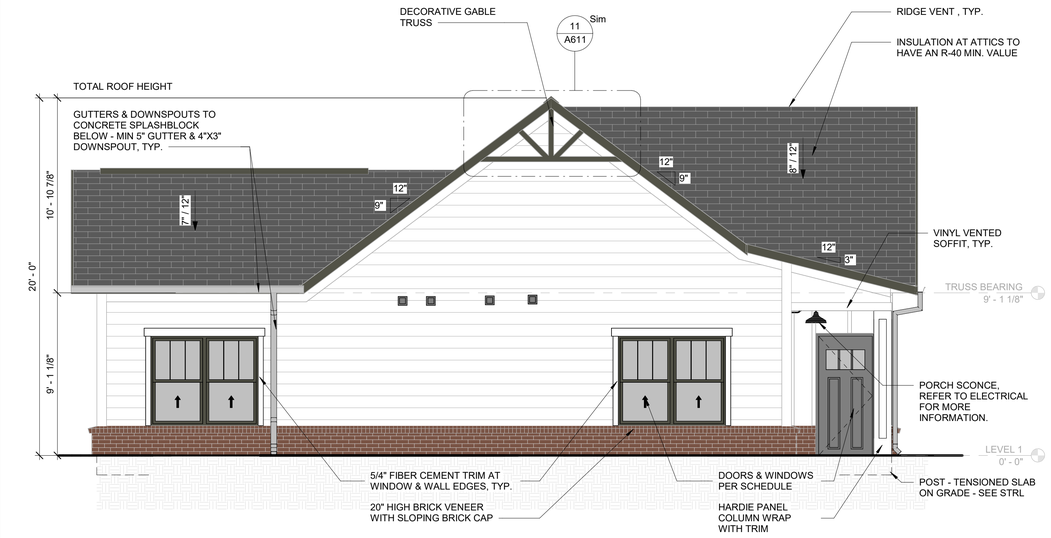
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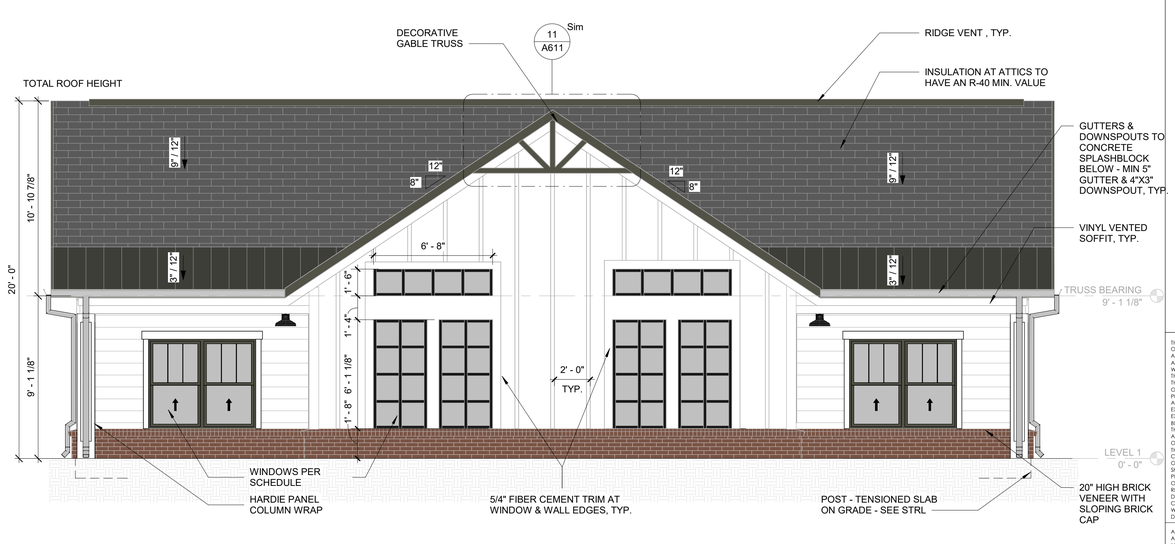
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COLORS SCHEDULE

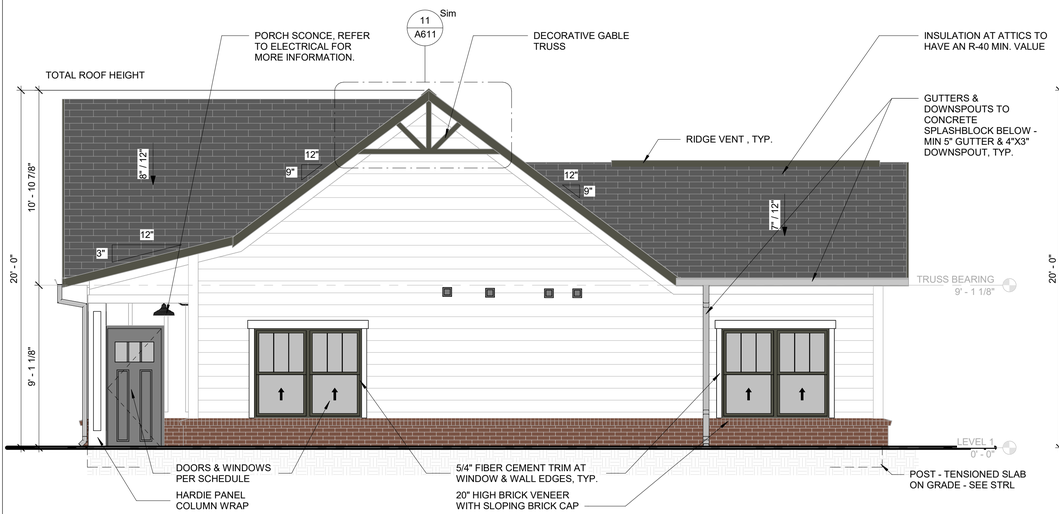
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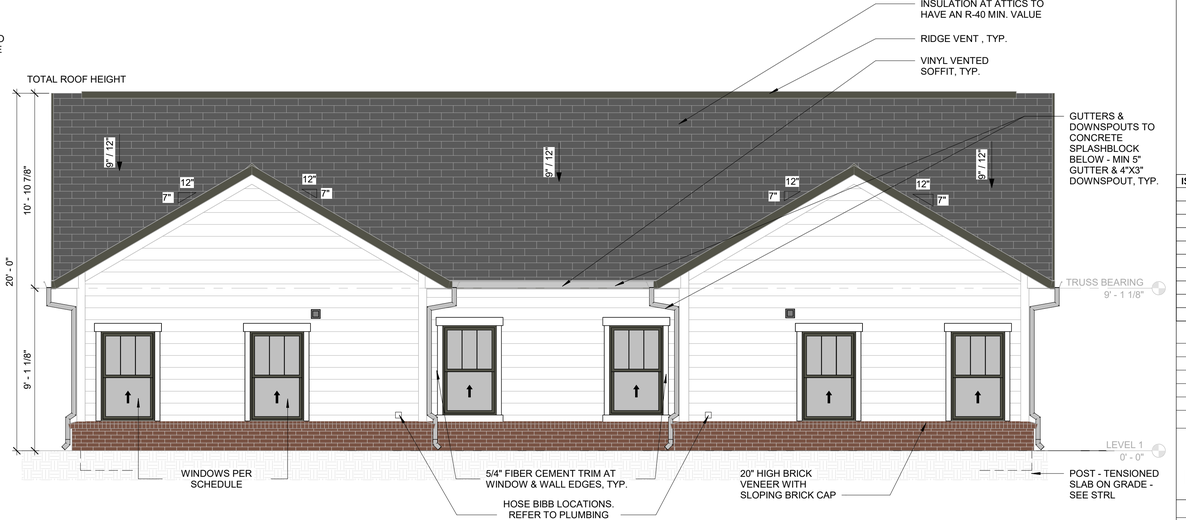
4 COTTAGE 2 - 2BR DUPLEX SIDE ELEVATION 3
1/4" = 1'-0"



1 COTTAGE 2 - 2BR DUPLEX FRONT ELEVATION1
1/4" = 1'-0"



3 COTTAGE 2 - 2BR DUPLEX SIDE ELEVATION 4
1/4" = 1'-0"



2 COTTAGE 2 - 2BR DUPLEX REAR ELEVATION1
1/4" = 1'-0"

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NOT FOR CONSTRUCTION

ISSUE	BY	DATE	DESCRIPTION

PROJECT INFORMATION BLOCK

JOB #	250054
DATE:	06/24/2026
DRAWN BY:	BMC
CHECKED BY:	AME

SHEET TITLE

COTTAGE 2B - EXTERIOR ELEVATIONS

SHEET NUMBER

A124



5 3D PERSPECTIVE - COTTAGE 3A

GENERAL NOTES - EXTERIOR ELEVATIONS

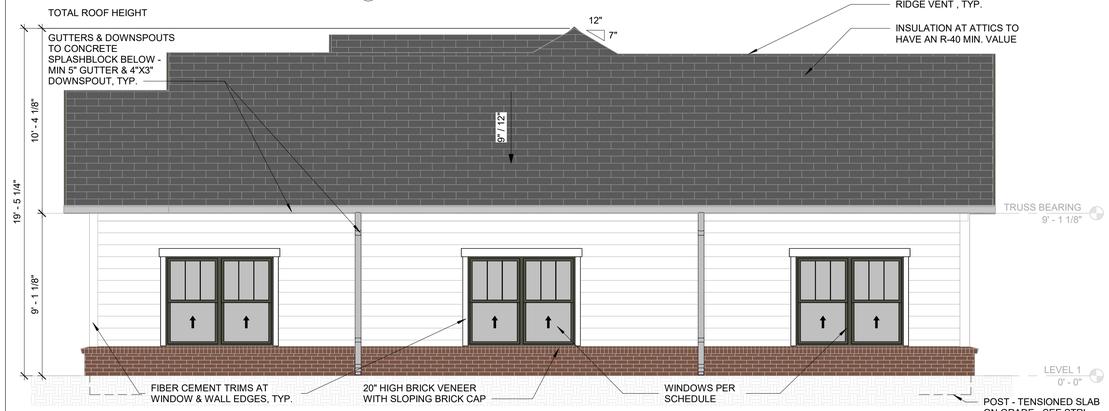
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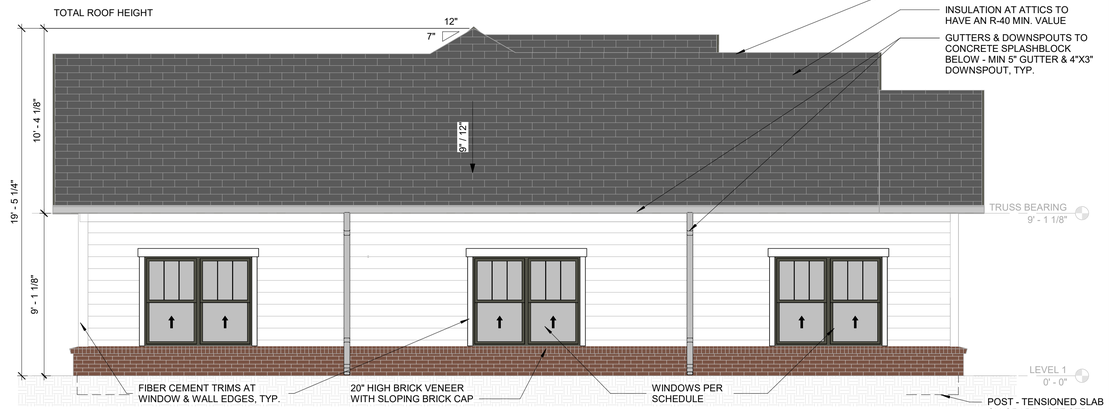
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COLORS SCHEDULE

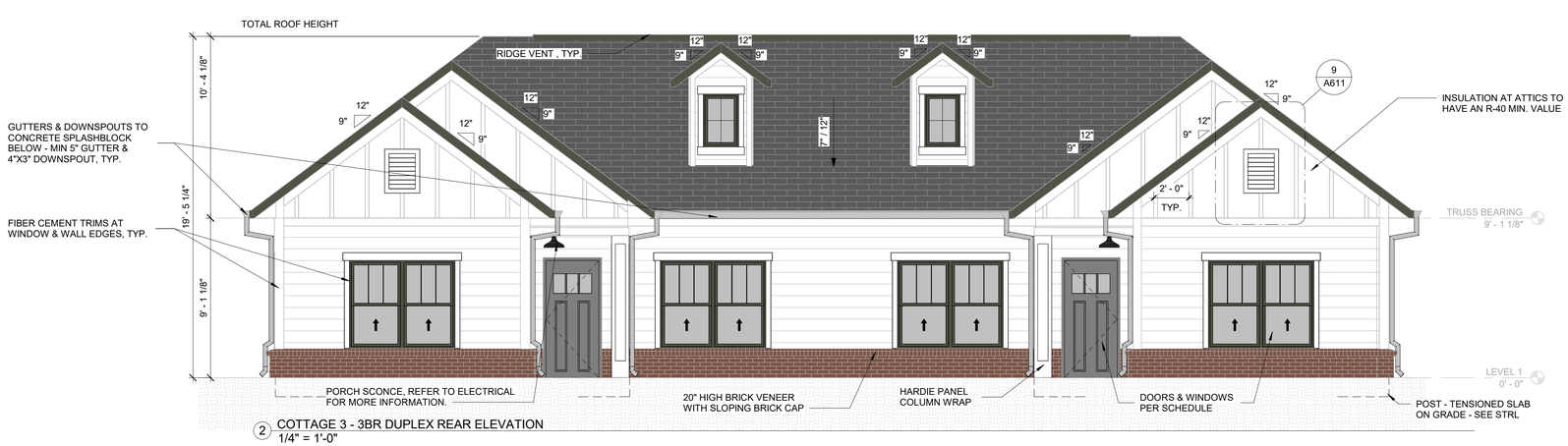
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- HARDIE: AGED PEWTER
- ACME BRICK: QUORUM
- ASPHALT SHINGLES: ATLAS PROLAM
- METAL ROOF : MBCI LOK SEAM OR APPROVED EQUAL



4 COTTAGE 3 - 3BR DUPLEX SIDE ELEVATION 2
1/4" = 1'-0"



3 COTTAGE 3 - 3BR DUPLEX SIDE ELEVATION 1
1/4" = 1'-0"



2 COTTAGE 3 - 3BR DUPLEX REAR ELEVATION
1/4" = 1'-0"



1 COTTAGE 3 - 3BR DUPLEX FRONT ELEVATION
1/4" = 1'-0"

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CHECKED BY:	**AME**

SHEET TITLE

COTTAGE 3A - EXTERIOR ELEVATIONS

SHEET NUMBER

A133

GENERAL NOTES - EXTERIOR ELEVATIONS

TYPICAL ROOF CONSTRUCTION : FIBERGLASS SHINGLES ON 1 LAYER 15# ROOFING FELT ON NOM. 1/2" OSB SHEATHING ON PRE-ENGINEERED WOOD ROOF TRUSSES

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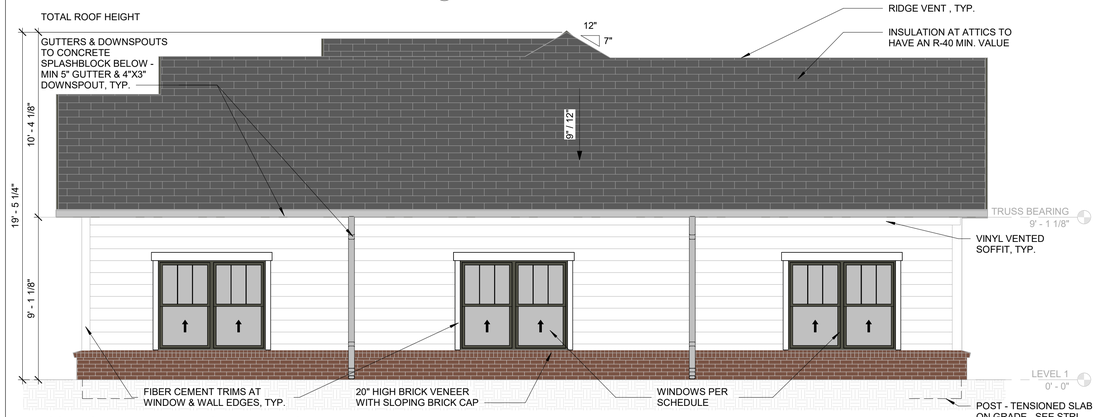
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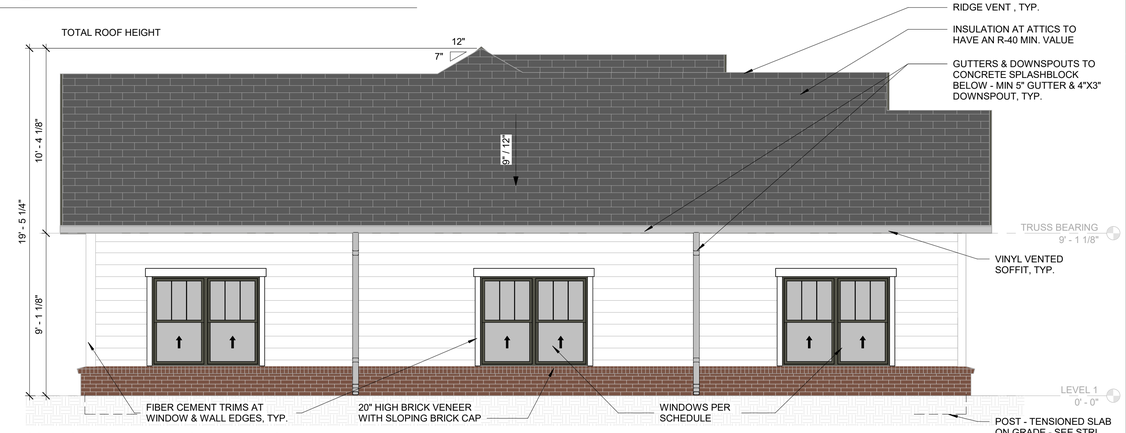
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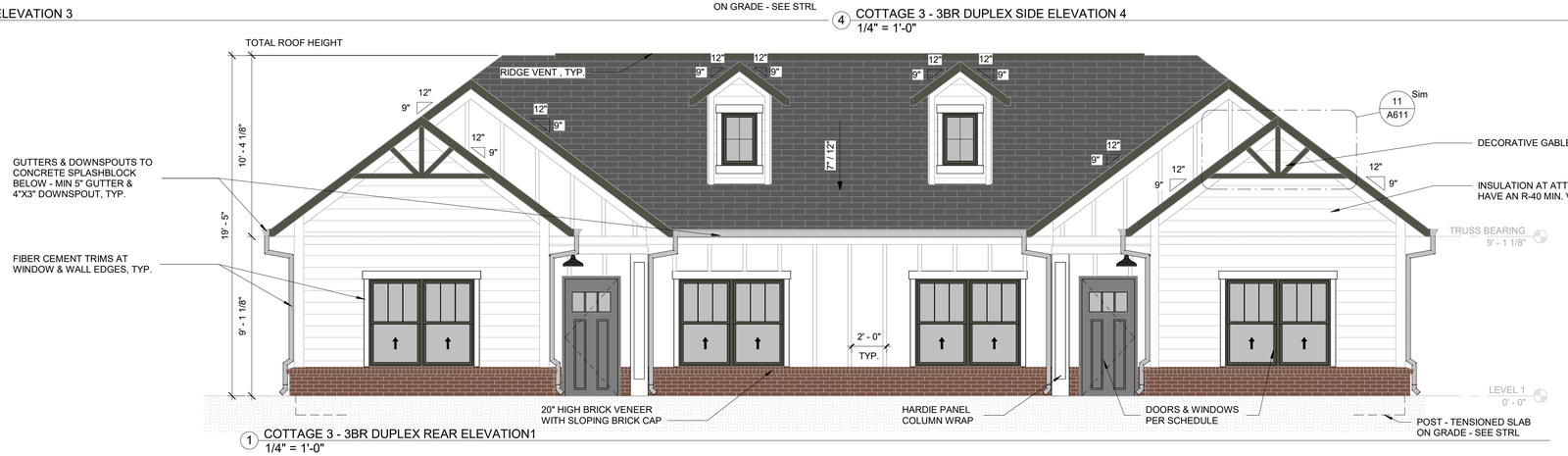
5 3D PERSPECTIVE - COTTAGE 3B



3 COTTAGE 3 - 3BR DUPLEX SIDE ELEVATION 3
1/4" = 1'-0"



4 COTTAGE 3 - 3BR DUPLEX SIDE ELEVATION 4
1/4" = 1'-0"



1 COTTAGE 3 - 3BR DUPLEX REAR ELEVATION1
1/4" = 1'-0"



2 COTTAGE 3 - 3BR DUPLEX FRONT ELEVATION1
1/4" = 1'-0"

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CHECKED BY:	AME

SHEET TITLE

COTTAGE 3B - EXTERIOR ELEVATIONS

SHEET NUMBER

A134

GENERAL NOTES - EXTERIOR ELEVATIONS

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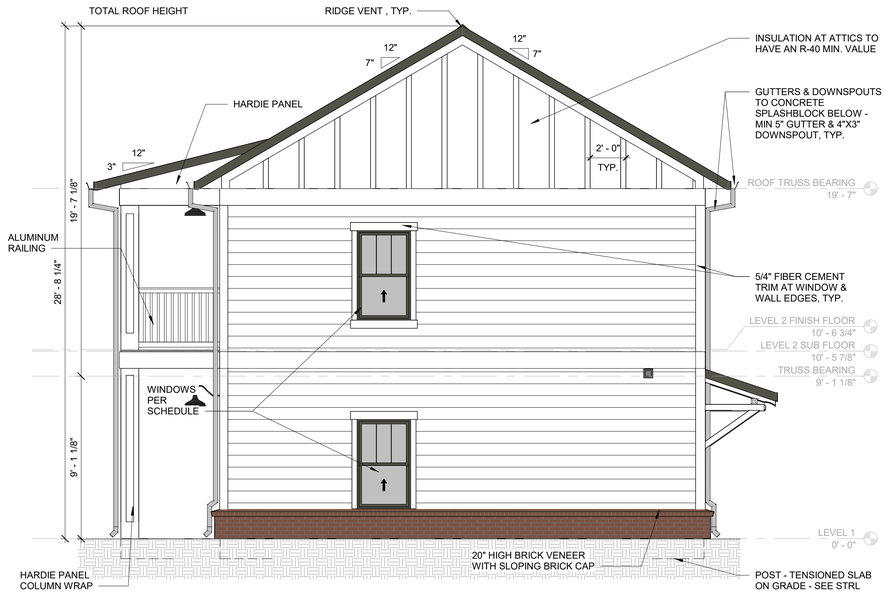
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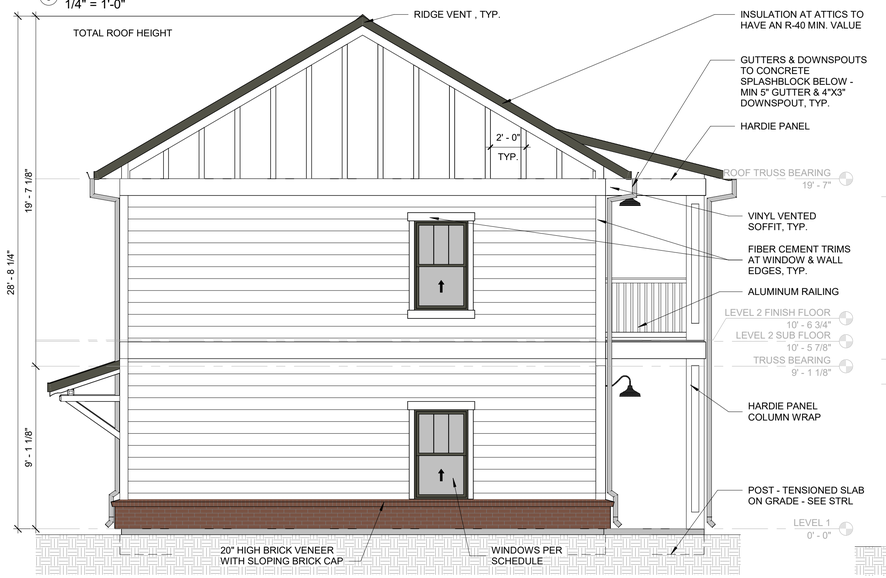
4 3D PERSPECTIVE - COTTAGE 4A



3 COTTAGE 4 - 3BR DUPLEX SIDE ELEV. LEFT AND RIGHT COTTAGE A
1/4" = 1'-0"



2 COTTAGE 4 - 3BR DUPLEX FRONT ELEVATION
1/4" = 1'-0"



5 COTTAGE 4 - 3BR DUPLEX SIDE ELEVATION 1
1/4" = 1'-0"



1 COTTAGE 4 - 3BR DUPLEX REAR ELEVATION
1/4" = 1'-0"

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SHEET TITLE

COTTAGE 4A - EXTERIOR ELEVATIONS

SHEET NUMBER

A143

CITY OF TUPELO

DEPARTMENT OF DEVELOPMENT SERVICES

STAFF ANALYSIS

MAJOR SITE PLAN- DEVELOPMENT PLAN
MIXED USE EMPLOYMENT

Application No.:	**MSP26-01**
Meeting Date:	**Oct. 5, 2026**
Parcel No.:	**101H-01-076-00; PART OF 101H-01-079-00; 101H-01-142-00; 113E-06-137-00; 113E-06-139-00**

PROPERTY INFORMATION

Property Location:	836 Circle, 805, 901, and a portion of 915 Garfield St.
Parcel Number:	101H-01-076-00; PART OF 101H-01-079-00; 101H-01-142-00; 113E-06-137-00; 113E-06-139-00
Application Type:	Major Site Plan/Major Subdivision Development Plan
Purpose:	Redevelop former site of One Deville apartments as mixed-use, primarily residential
Current Zoning:	Mixed Use Employment
Current Land Use:	Vacant
Surrounding Zoning	MUCC on east side, MDR on north, west, and east
Setback Requirements:	Front: minimum 10', maximum 30', side and rear 10'
Applicant:	IBCP Garfield LLC
Status of Applicant:	Developer



Subject Property **– 836 Circle, 805, 901, and a portion of 915 Garfield St.**

REQUEST SUMMARY

Request:	Approve Development Plan under the standards in Development Code section 12.9.
Applicable Regulations:	4.12.1, Purpose and Objectives of Mixed-Use Residential zoning district; 4.12.3, Pedestrian Scale Development; 12.9 Development Plans
Committee Action Required:	Approve, approve with conditions, deny, or table the request.
Staff Recommendation:	Approval

SITE CONTEXT

Driving Directions:	Take South Gloster past Crossover Road; right on Garfield Street; subject property is on left behind three commercial properties facing Garfield.

Special information: This project is being reviewed as a Development Plan under the standards in Development C section 12.9. The Development Plan concept is intended to accommodate master-planned projects which include elements of both commercial site plans and subdivisions and which involve requests for modification of multiple zoning standards. Review and decision on a Development Plan serves as a record of recommendations that can include site plan approval, subdivision preliminary plat approval, modification of allowable uses, compatible or flexible use approval, and variance of development standards. The Development Plan process also requires a Development Agreement outlining the applicant's commitment to completing the project as described in the application materials. A development agreement between the applicant/developer and the City of Tupelo has been completed.

Because of the scale of the project, and the extent of master-planning already included in the development agreement, overall impact and value is taken to be the primary consideration. Specific details are to be handled with flexibility rather than as representing non -compliance or deficiency. Code Section 4.12.1, Purpose and Intent of Mixed Use Residential Zoning District, reads as follows:

> The objective of the Mixed-Use Employment District (MUE) is to provide concentrated areas of high-quality employment facilities that may be integrated with or adjacent to complementary retail and commercial uses and medium density residential uses. Mixed-use employment areas should have direct access to arterial or collector streets and shall be compatible with and connected to the surrounding development as well as any nearby parks, open space, and pathways. Mixed use employment areas may include corporate office headquarters, hospitals and medical centers, research and development facilities, business parks, and educational facilities in planned, campus-like settings. Secondary uses such as live-work units, medium-density residential housing, and complementary commercial uses are encouraged. Developers in the MUE districts may choose between pedestrian - scaled standards (MUE-1) and conventional standards (MUE-2), with the exception that properties adjoining pedestrian-oriented development shall use that set of standards.

The project has been designed in compliance primarily with pedestrian-scale development standard (MUE-1), as described in Code Section 4.12.3:

> A developer who chooses walkable development will be allowed significantly higher density as well as reduced landscaping and no open space requirements. Landscaping requirements may be reduced for a development with side and rear parking areas. In general, dimensional standards may be adjusted to allow increases in the intensity of use if such increase is compatible with existing development. Buffer requirements between non-residential and residential areas may be replaced by architectural transition and pedestrian connections. Tree replacement requirements may be reduced for pedestrian-oriented development. Vertically mixed uses are encouraged. Standards for building design or materials may be reduced if additional landscaping is provided. Sidewalk requirements may be waived if a system of internal pedestrian circulation or another pedestrian amenity is more appropriate. Requests for flexibility considerations that reduce the pedestrian accessibility or appeal of a proposed development will not normally be considered. A development that consists of at least 50 percent residential uses shall be built with the walkable set of standards (MUE-1).

Plan elements that may require flexibility include the dimensions of boundary buffer on the northwest, between a multi-use building planned for a future phase and the Lee Acres residential zoning district; the height of the three multi-use buildings; and the 3% open space requirement. Some of these points may be resolved as construction plans, including final dimensions of project elements, for the future phases are prepared.

The total impact of the project includes the elimination of the deteriorated apartment complex that formerly occupied part of the site. The first phase will see the production of 56 single family dwelling units and 48 upper-floor apartments. The residential units are intended to provide housing for personnel of North Mississippi Medical Center and its associated facilities. Creating this new cluster of population near the medical employment Planning Department Staff Analysis / Tupelo Planning Committee 3 area will substantially and positively impact the South Gloster commercial zone, as well as improving the value of the nearby Lee Acres residential area. The project also represents a major investment in the tax base of the city.

Recommendation: Approval

AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 20, 2026

SUBJECT: IN THE MATTER OF THE DRAFT TUPELO 2040 COMPREHENSIVE PLAN **TN**

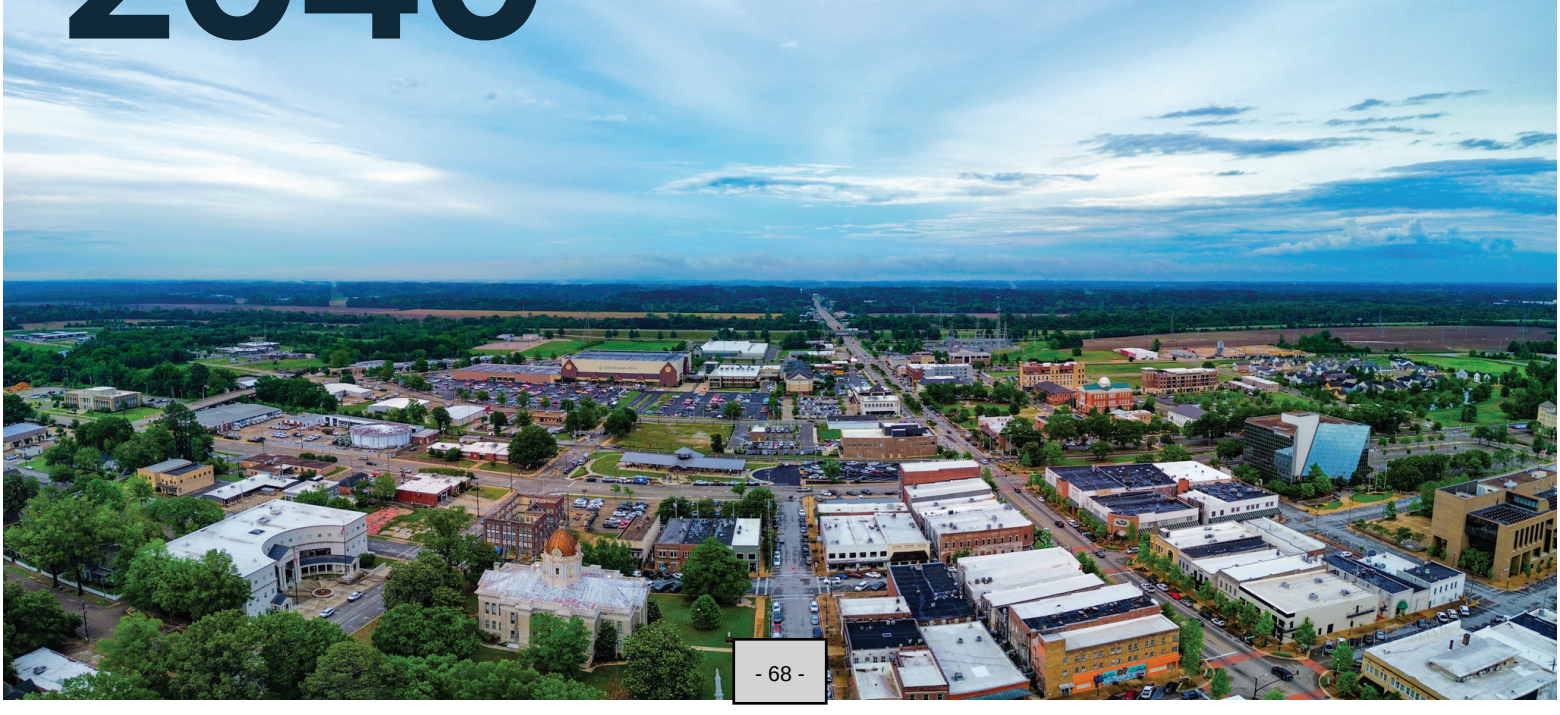
Request: Review and consider the draft Tupelo 2040 Comprehensive Plan and the accompanying 20-page Public Facing Overview.

Attachments:

1. Tupelo 2040 Comprehensive Plan – Full Document (104 pages)
2. Tupelo 2040 Comprehensive Plan – Public Facing Overview (20 pages)

Tupelo 2040

A Focused Overview of Our Community's Long-Term Vision




TUPELO HARDWARE CO.

This community-focused overview offers a concise look at Tupelo City Plan 2040—our roadmap for how the city will grow, invest, and improve quality of life over the next 15 years.

It highlights the full plan's vision, priorities, and recommended actions, from housing and neighborhoods to infrastructure, economic opportunity, and the culture that makes Tupelo special.

At its heart, the plan reflects our community's commitment to collaboration, civic pride, and opportunity for everyone who calls Tupelo home.

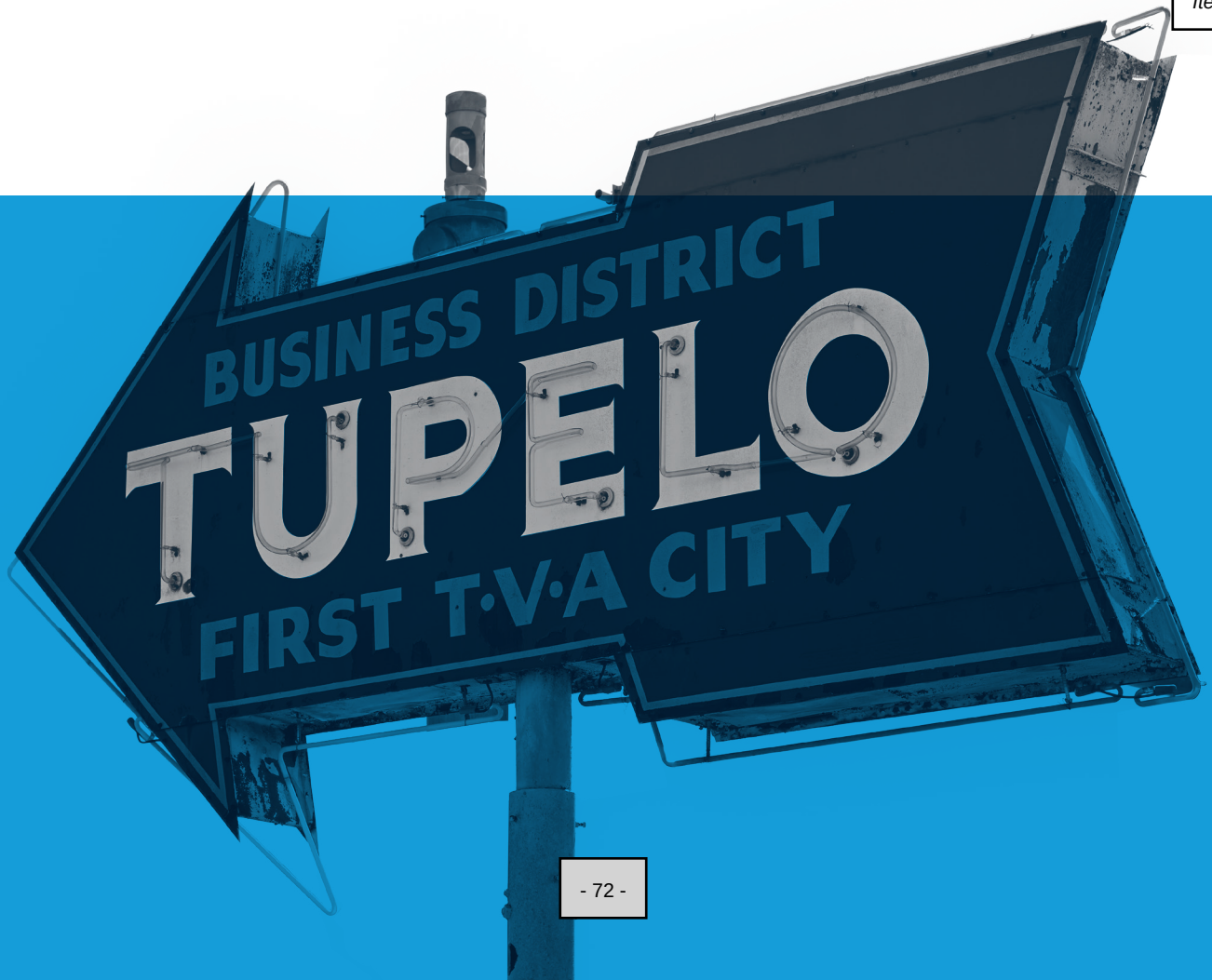
Want to explore the full plan?
Scan the QR code to view or download the complete plan.

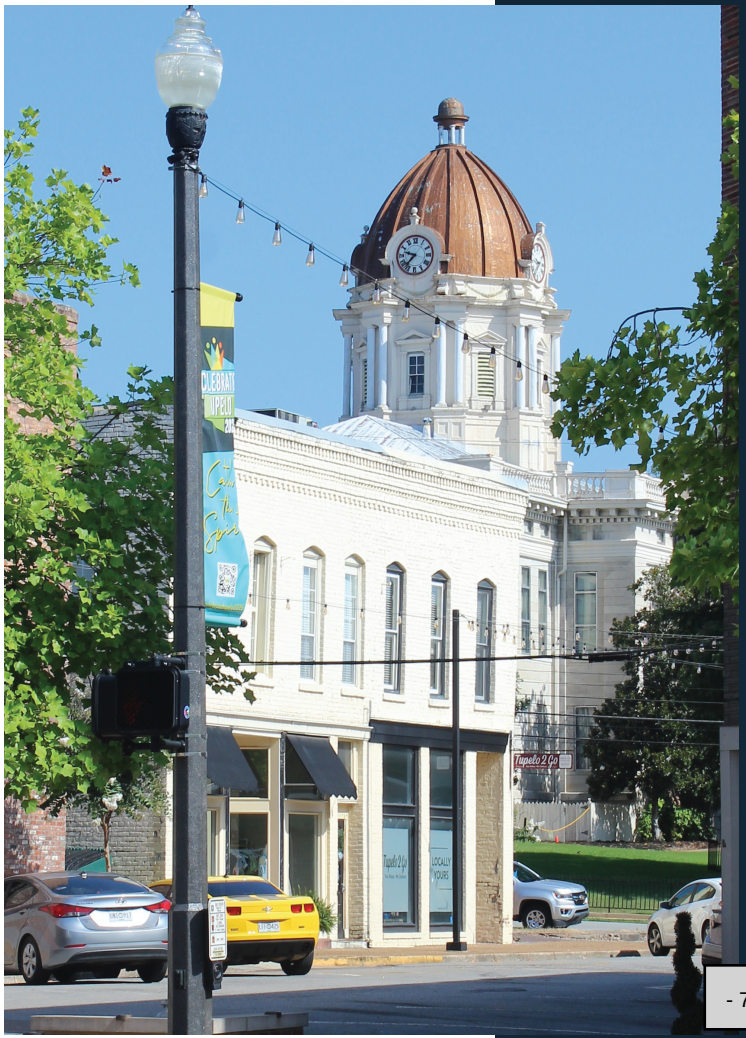
Our Vision

Tupelo serves as the economic and cultural center of a much larger region. This plan strengthens that role while protecting the accessibility, relationships, and community character that make Tupelo unique.

Tupelo will be a thriving, inclusive, and authentic community where:

- Diverse and attainable housing options are available
- Quality jobs and business opportunities continue to grow
- Families feel safe, connected, and supported
- Arts, culture, parks, and recreation enrich daily life
- People are connected to their neighborhoods, nature, and the city
- Residents can build careers, raise families, start businesses, and belong


BUSINESS DISTRICT
TUPELO
FIRST T·V·A CITY



What We Heard from the Community

Surveys, public meetings, workshops, and steering committee discussions revealed several consistent priorities.

We need more housing choices.

Residents want more starter homes, attainable workforce housing, quality rental options, senior-friendly housing, and opportunities for homeownership. The plan also emphasizes reinvestment in established neighborhoods, construction on vacant lots, stronger rental standards, and the rehabilitation of homes that can be preserved.

People want walkability, recreation, and green space.

Residents want safer sidewalks, crossings, trails, and connections between neighborhoods, parks, schools, downtown, and other destinations. Better access to parks, greenways, waterways, and natural areas can make recreation a more convenient part of everyday life.

People want more ways to enjoy downtown.

Downtown has become one of Tupelo's most active business, cultural, and social centers. Residents want to continue that momentum by adding activity, housing, businesses, events, and stronger connections to surrounding streets and neighborhoods.

We must attract and retain young families and skilled workers.

Jobs matter, but people also choose communities based on housing, childcare, recreation, culture, neighborhood quality, and a sense of opportunity. Tupelo's future growth depends on creating a city where younger residents can build careers and establish lasting roots.

Corridors and gateways need improvement.

Areas such as South Gloster, Crosstown, East Main, West Main, and McCullough offer opportunities for reinvestment, stronger identities, safer access, and better design.

We value safety, community programs, and strong partnerships.

Residents want continued investment in public safety, emergency preparedness, youth and family programs, neighborhood conditions, and communication between the city and its residents.

Five Pillars of the Tupelo City Plan 2040

The plan is organized around five connected pillars that will guide decisions and investments through 2040.



Housing & Neighborhoods

Tupelo will expand and diversify its housing supply while strengthening neighborhoods throughout the city.

Key focus areas include:

- Revitalizing older neighborhoods
- Supporting infill development in areas such as Park Hill and West Jackson
- Increasing starter and workforce housing
- Strengthening code enforcement and rental standards
- Encouraging a wider range of housing types
- Expanding pathways to homeownership
- Helping older residents remain in their communities
- Partnering with housing organizations, institutions, lenders, and developers

Housing plays a direct role in workforce growth, neighborhood stability, and Tupelo's ability to attract the next generation of residents.

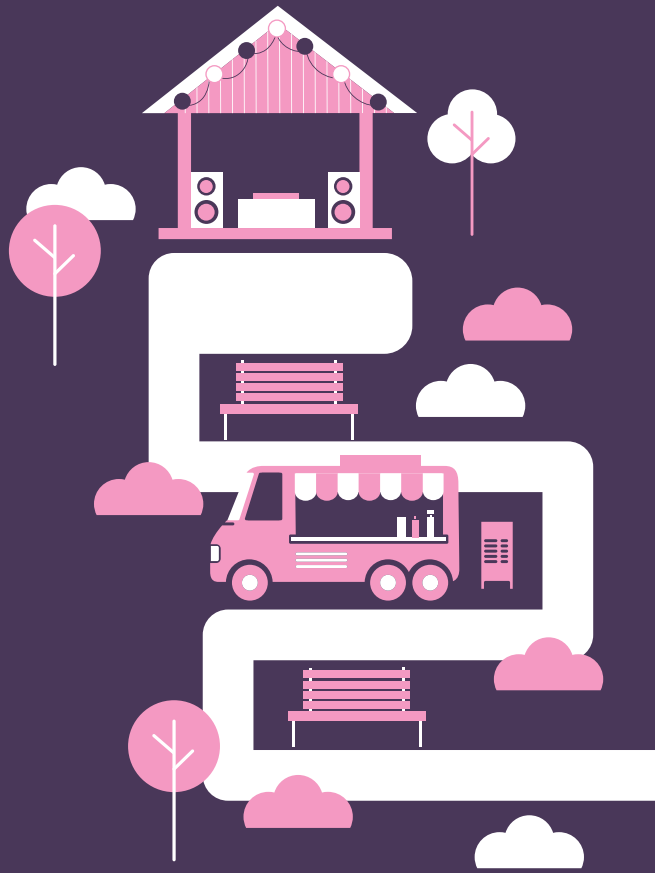
Quality of Life & Community Identity

Tupelo's parks, culture, events, public spaces, and natural assets help shape the experience of living here.

This plan supports:

- Expanded events, arts, and cultural programming
- Identity districts such as Gateway East, Gateway West, Midtown, and the Hospital Area
- A walkable and active downtown
- Beautification, landscaping, and public art
- Improvements to parks and recreational facilities
- Expansion of greenways and trail connections
- Better signage and wayfinding
- Stronger connections to the Natchez Trace and other natural assets

These investments strengthen neighborhood pride, create more opportunities for residents to gather, and reinforce Tupelo's identity as a regional destination.





Economic Development

Tupelo has a strong regional economy built around healthcare, manufacturing, retail, financial services, tourism, and local enterprise.

The plan supports:

- Business recruitment and expansion
- Entrepreneurship and small-business development
- Innovation and technology-driven opportunities
- Continued growth of the Renasant Center for IDEAs
- Redevelopment of major commercial corridors
- Workforce development and talent retention
- Downtown and destination-based development
- Tourism connected to the Elvis Presley Birthplace, museums, events, and the Natchez Trace

Economic development will connect job creation with the housing, infrastructure, and quality-of-life improvements that help businesses recruit and retain people.

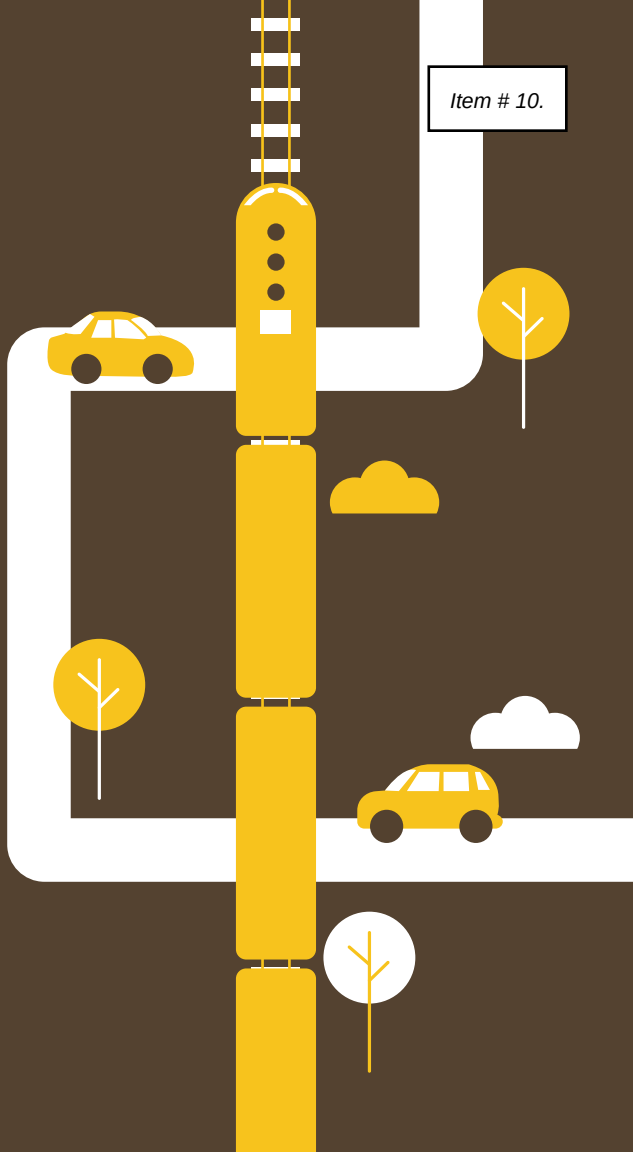
Infrastructure, Mobility, & Transportation

Reliable infrastructure supports neighborhoods, businesses, public safety, and future growth.

Key initiatives include:

- A more complete network of streets, sidewalks, crossings, and bicycle connections
- Better access to parks, schools, neighborhoods, and greenways
- Continued roadway maintenance and corridor improvements
- Long-term airport planning
- Modernized stormwater, water, utility, and broadband systems
- Support for public transit and regional transportation coordination
- Rail improvements through the BRIDGE, QUIET, and SWITCH initiatives.
  BRIDGE improves emergency and vehicle access through a new overpass.
  QUIET adds crossing improvements that allow quiet zones.
  SWITCH relocates rail-switching activity away from Crosstown.

Together, these investments can improve safe bility, connectivity, and the movement of people and





Public Safety & Community Well-Being

Public safety includes emergency response, dependable infrastructure, stable neighborhoods, and strong community partnerships.

This plan supports:

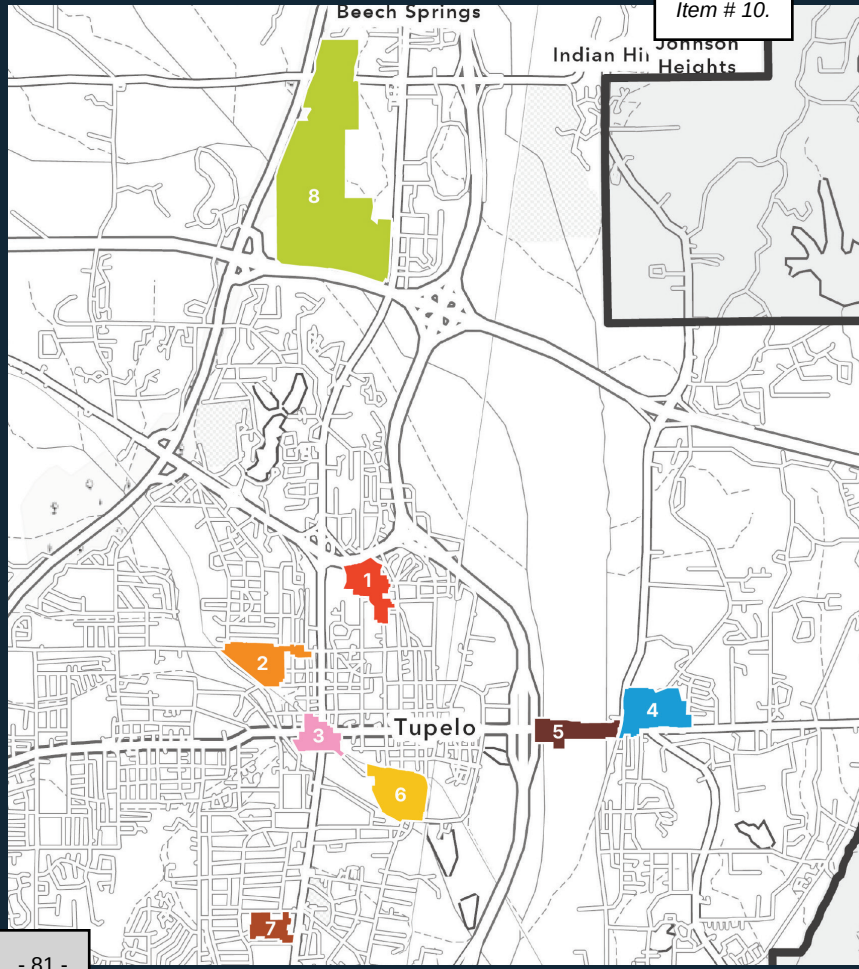
- Police, fire, and emergency preparedness
- Replacement and modernization of public-safety facilities
- A new Emergency Operations Center
- Community-centered policing and engagement
- Crisis-intervention and homelessness partnerships
- Youth, family, and childcare initiatives
- Stronger code enforcement and rental standards
- Improved communication between residents and city leadership

Public safety is both a physical and community commitment. It depends on trusted relationships, prepared responders, well-maintained neighborhoods, and s that help residents remain stable and ed.

Shaping the Future

Land Use & Priority Areas

The Future Land Use Plan gives Tupelo a clear path for growth and reinvestment. It protects established neighborhoods, directs development to areas that can support it, and targets new investment where it can make the biggest impact. By responding to each area's unique needs and opportunities, Tupelo can strengthen neighborhoods and create lasting benefits across the city.



1 Park Hill

Invest in housing, infrastructure, and new development that fits the neighborhood.

2 West Jackson and Surrounding Neighborhoods

Improve housing, strengthen the neighborhood, and encourage investment that supports current residents.

3 Downtown and Crosstown

Create more opportunities for housing, businesses, and new uses for older buildings while making the area easier to explore on foot.

4 The Birthplace District

Build on the area's cultural importance, support nearby businesses, and create stronger connections to surrounding neighborhoods.

5 East Main Street

Bring new life to underused properties, support local businesses, and make the corridor more attractive and accessible.

6 Mill Village

Preserve the neighborhood's unique character while improving homes and welcoming thoughtfully designed new housing.

7 The Hospital District

Make room for healthcare-related growth and other complementary uses while improving access and connections.

8 Barnes Crossing and North Tupelo

Plan for continued commercial and residential growth by coordinating roads, utilities, access, and stormwater improvements.

How We Make It Happen

Tupelo 2040 includes a 15-year vision supported by five-year implementation cycles and annual planning.

The plan is intended to be used, reviewed, and updated as work moves forward. Its value will come from consistent action over time.

The city will:



Prioritize feasible, high-impact projects



Adjust strategies as conditions change



Assign responsibility for specific actions



Partner with institutions, nonprofits, state agencies, businesses, developers, neighborhoods, and residents



Connect projects to annual budgets and capital planning



Evaluate future decisions against the plan's guiding principles



Measure and report progress

Help Shape What Comes Next

Tupelo's future will take shape project by project, neighborhood by neighborhood, and year by year. The city will continue sharing updates, holding public meetings, and providing opportunities for you to understand proposed projects and participate in decisions.

Tupelo 2040 provides the direction. Your continued involvement will help turn that direction into meaningful progress grounded in the Tupelo Spirit.

Want to explore the full plan?
Scan the QR code to view or download the complete plan.


GREETINGS FROM
TUPELO
FRISCO
MISSISSIPPI

Want to explore the full plan?
Scan the QR code to view or download the complete plan.



AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: SANDY SHUMAKER, COUNCIL CLERK

DATE NOVEMBER 3, 2026

SUBJECT: IN THE MATTER OF REVIEW/APPROVE CITY COUNCIL MEETING MINUTES OF OCTOBER 20, 2026

REQUEST: REVIEW AND APPROVE

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: TODD JORDAN, MAYOR

DATE NOVEMBER 3, 2026

SUBJECT: IN THE MATTER OF ADDITIONAL STATE-APPROVED HOLIDAYS FOR CITY EMPLOYEES **TJ**

Request:

Thanksgiving Holiday:	Friday, November 28, 2026
Christmas Holiday	Thursday, December 24, 2026

STATE OF MISSISSIPPI

Office of the Governor

PROCLAMATION

WHEREAS, pursuant to Mississippi Code Ann. § 3-3-7(1), Thanksgiving Day, Christmas Day and New Year's Day are declared legal holidays in the State of Mississippi; and

WHEREAS, during the Thanksgiving holiday and the Christmas and New Year's season, many state employees will spend time with their families in Mississippi and in other states; and

WHEREAS, let us be mindful of the words of President Ronald Reagan during the upcoming holiday season: *"Let us pause from our many activities to give thanks to Almighty God for our bountiful harvests and abundant freedoms. Let us call upon Him for continued guidance and assistance in all our endeavors. And let us be mindful of the faith and spiritual values that have made our Nation great and that alone can keep us great."*

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, and consistent with the Federal holiday schedule, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 26, 2026, in observance of THANKSGIVING DAY; on Friday, December 25, 2026, in observance of CHRISTMAS DAY; and on Friday, January 1, 2027, in observance of NEW YEAR'S DAY.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi for part or the full day on Friday, November 27, 2026, in further observance of the Thanksgiving holiday and on Thursday, December 24, 2026, in further observance of the Christmas season, and to staff their respective agencies as needed during the Thanksgiving holiday and the Christmas and New Year's season.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 6th day of October in the year of our Lord, two thousand and twenty-six, and of the Independence of the United States of America, the two hundred and fifty-first.

Tate Reeves

TATE REEVES
GOVERNOR

BY THE GOVERNOR

Michael Watson

MICHAEL WATSON
SECRETARY OF STATE

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: KIM HANNA, CFO

DATE 11/03/26

SUBJECT: IN THE MATTER OF BILL PAY **KH**

Request:

COUNCIL MEMBER TRAVIS BEARD
COUNCIL MEMBER JANET GASTON
COUNCIL MEMBER NETTIE DAVIS

AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE November 3, 2026

SUBJECT: IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

Request:

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

ITEMS:

PPI	$1,175.00	Splash Brochures
MS Radio Group	$ 299.00	Thanksgiving ads from the City of Tupelo
MS Rado Group	$ 299.00	Christmas ads from the City of Tupelo

AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE November 3, 2026

SUBJECT: IN THE MATTER OF BUDGET AMENDMENT #2 FOR FY 2027. **KH**

Request:

Please review and approve amendment #2 which includes:

- To increase the capital & infrastructure fund for carry over balances from fiscal year 2026. $25,197,214
- To also increase the capital & infrastructure fund for the purchase of properties and use additional funds to be donated from the Elvis Presley Birthplace.
- To increase the Library Fund for the tax revenue received in fiscal year 2026 which was over and above what was budgeted in the prior fiscal year.
- To increase the CVB Fund for donations accepted by the Council (13,000) and additional funds that are presented in this amendment for acceptance (8,000) all to be used for the legislative event in November 2026.

ITEMS:
Amendment #2

City of Tupelo
Fy 2027 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 2027 Budget as follows:

	Original Budget	Amendment	Amended Budget
Fund #327			
Tupelo Capital & Infrastructure Fund			
Revenues			
Grants	-		-
Transfer from Other Funds	9,358,974		9,358,974
State Funds	2,200,000		2,200,000
Miscellaneous Income	158,397	195,000	353,397
Bond Proceeds	-		-
Unreserved Fund Balance	3,312,115	25,197,214	28,509,329
Total Revenues	**15,029,486**	**25,392,214**	**40,421,700**
Expenditures			
Other Services & Charges			
Maintenance Projects	350,000	401,292	751,292
Street Overlay	5,679,000	2,379,169	8,058,169
Neighborhood Revitalization	500,000	(179,744)	320,256
Traffic Calming	60,000	259,874	319,874
Contingies/Grant Matches	-	-	-
Total Other Services & Charges	**6,589,000**	**2,860,591**	**9,449,591**
Capital			
Infrastructure Improvements	1,961,702	11,327,356	13,289,058
Purchase of Property	100,000	407,535	507,535
Equipment	683,784	699,646	1,383,430
Building Improvements	3,405,000	8,954,991	12,359,991
Park Improvements	100,000	461,211	561,211
Vehicles	240,000	130,528	370,528
Police Vehicles/Equipment	350,000		350,000
Fire Equipment/Trucks	1,600,000	25,356	1,625,356
Contingencies(Grant Matches)	-	-	-
Total Capital	**8,440,486**	**22,006,623**	**30,447,109**
Other Financing Uses	**-**	**525,000**	**525,000**
Total Expenditures	**15,029,486**	**25,392,214**	**40,421,700**

Purpose: To carryover funds remaining in the prior year budget. (25,197,214)
To move funds from blight to purchase property. (190,000)
To accept funds from the Elvis Presley Birthplace to purchase property.(195,000)

	Original Budget	Amendment	Amended Budget
Fund 102			
2% - Tourism Fund			
Revenues			
Intergovernmental Revenue	6,835,075		6,835,075
Federal Grants	-		-
Interest & Miscellaneous Income	225,000	21,000	246,000
Unreserved Fund Balance	-	-	-
Total Revenues	**7,060,075**	**21,000**	**7,081,075**
Expenditures			
Personnel Services	1,007,114		1,007,114
Supplies	24,500		24,500
Other Services & Charges	4,165,961	21,000	4,186,961
Capital Outlay	562,500		562,500
Other Financing Uses	1,300,000	-	1,300,000
Total Expenditures	**7,060,075**	**21,000**	**7,081,075**

Purpose: To budget for donations accepted by the City Council in a previous meeting (13,000) to be used for a legislative event in November and to accept additional donations of $8,000 from various vendors to be used for the same purpose.

Fund 101			
Library Fund			
Revenues			
Ad Valorem Taxes	589,469	9,415	598,884
Interest & Miscellaneous Income	-		-
Unreserved Fund Balance	-	-	-
Total Revenues	**589,469**	**9,415**	**598,884**
Expenditures			
Other Services & Charges	589,469	9,415	598,884
Other Financing Uses	-	-	-
Total Expenditures	**589,469**	**9,415**	**598,884**

Purpose: To budget to transfer tax funds received over the expenditures for fiscal year 2026.

	Voting
Councilman Chad Mims	
Councilman Lynn Bryan	
Councilman Travis Beard	
Councilman Nettie Davis	
Councilman Bentley Nolan	
Councilman Janet Gaston	
Councilman Rosie Jones	

Approved:

President of the Council
City of Tupelo

Attest:

Clerk of the Council

Mayor
City of Tupelo

Attest:

City Clerk

AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE November 3, 2026

SUBJECT: IN THE MATTER OF THE ELECTRIC FUND AUDIT FOR FY 2026 **KH**

Request:

I am requesting the approval of Electric Audit for the fiscal year ending 6/30/2026

TO BE EMAILED
Copy of the 2026 Audited Financial Statements for the Electric Fund

AGENDA REQUEST

TO: Mayor and City Council

FROM: Walter Tucker, Technology Services Manager

DATE November 3, 2026

SUBJECT: IN THE MATTER OF RATIFICATION OF A CONTRACT BETWEEN THE CITY OF TUPELO AND BUSINESS COMMUNICATIONS, INC. (BCI) AWARDED ON OCTOBER 6, 2026, FOR THE PURCHASE OF SERVER MIGRATION HARDWARE AND SOFTWARE AND PROCURED PURSUANT TO I.T. HARDWARE EPO 4671 (KH/WT)

Request:
To ratify the contract between the City of Tupelo and Business Communications, INC. for Azure Data Migration RFP206-042BA that was awarded at the October 6,2026 Council Meeting, for the purchase of Server migration hardware and software procured pursuant of IT Hardware EPO 4671.

ITEMS:
Executed Contract

Date:
10/28/2026

Scale Computing 3YR

Prepared for:
City of Tupelo

Quote #: 059070 Version: 3

Business Communications, Inc.
Josh Sullivan, Account Executive
442 Highland Colony Parkway
Ridgeland, MS 39157
Office: 601.898.1890 / 800.748.6317
Fax 601.898.1310
Email: jsullivan@bcianswers.com
Website: http://bcianswers.com/



3YR		Price	Qty	Ext. Price
CHA-1-31-HC1650-16C-512GB-55.68TB	SC//HYPERCORE HC1650 HARDWARE	$41,143.97	3	$123,431.91
ADTM-PROMO-20	WINDOWS/LINUX SERVERS ONLYPROMO SCALE COMPUTING MOVE	$986.84	1	$986.84
CPU-1-37	INTEL XEON 6517P 16C/32T 3.2GHZ 6400MT/S	$0.01	3	$0.03
RAM-1-2E	64GB DDR5 RDIMM	$0.01	24	$0.24
NVM-1-27	7.68TB 2.5 VA U.3 NVME SSD	$0.01	3	$0.03
HDD-1-06	16TB 3.5 SAS HDD 16TB 3.5 SAS HDD	$0.01	9	$0.09
NIC-1-16	4-PORT INTERL 10GBE	$0.01	3	$0.03
QSPI	SCALE CARE SERVICE-ADVANCED INSTALLSUP-ADVANCED INSTALL	$2,863.39	1	$2,863.39
HW-3	3 YRSHW WARRANTY	$7,405.91	1	$7,405.91
		Subtotal:		**$134,688.47**

Software		Price	Qty	Ext. Price
HCOS-S-3-16C-PS	SC//HYPERVORE - 16C-PS 3 YEAR LICENSE AND SOFTWARE	$11,550.23	3	$34,650.69
		Subtotal:		**$34,650.69**

Project Labor		Price	Qty	Ext. Price
BCI-LABOR-PROJECT-FIXED-FEE	Fixed Fee Project Labor	$32,800.00	1	$32,800.00
		Subtotal:		**$32,800.00**

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Exhibit A	Price	Qty	Ext. Price
Master Services Agreement			
Service Attachment for Managed Services			
Service Attachment for Managed AV Services			
Service Attachment for Managed Video Surveillance Services			
Service Attachment for Managed Access Control Services			
Service Attachment for Managed Print Services			
Service Attachment for Compliance Services			
Service Attachment for Co-Managed Services			
Service Attachment for Penetration Testing			
Service Attachment for Colocation Services			
Schedule of Services			
Data Processing Agreement			
Service Level Objectives			
Schedule of Third-Party Services			

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BCI

Quote #: 059070 Version: 3
Prepared for: City of Tupelo

Scale Computing 3YR

Quote Information:

Quote #: 059070
Version: 3
Delivery Date: 10/28/2026

Bill To:

City of Tupelo
P.O. Box 1485
Tupelo, MS 38802
Walter Tucker
walter.tucker@tupeloms.gov
(662) 841-6456

Ship To:

City of Tupelo
71 E Troy Street
Tupelo, MS 38804
Walter Tucker
walter.tucker@tupeloms.gov
(662) 841-6513



Quote Summary	Amount
3YR	$134,688.47
Software	$34,650.69
Project Labor	$32,800.00
Total	**$202,139.16**

Return Policy

All requests to return merchandise and/or materials purchased are subject to manufacturer's authorization and return policy. If purchased materials and/or merchandise is damaged, defective, and/or non-functional on arrival, customers have 30 days from date of invoice to request a return. All returned materials and/or merchandise must be complete with all manuals, cables, warranty cards, static bags, etc., just as the Customer received them. All other materials and/or merchandise can only be returned if the box and/or packaging has not been opened. Authorization of these returns are subject to the manufacturer's approval and are subject to a restocking fee.

Payment Options	Periods	Payments	Amount
Term Options			

Summary of Selected Payment Options	Amount
Term Options: One Year - Monthly Payments	
Total of One-Time Payments	**$.00**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

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Exhibit A

Master Services Agreement
Service Attachment for Managed Services
Service Attachment for Managed AV Services
Service Attachment for Managed Video Surveillance Services
Service Attachment for Managed Access Control Services
Service Attachment for Managed Print Services
Service Attachment for Compliance Services
Service Attachment for Co-Managed Services
Service Attachment for Penetration Testing
Service Attachment for Colocation Services
Schedule of Services
Data Processing Agreement
Service Level Objectives
Schedule of Third-Party Services

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Quote #: 059070 Version: 3
Prepared for: City of Tupelo

By signing this document the customer acknowledges that they have received and read a copy of the BCI General Customer Agreement and agrees to all the terms contained therein. While we strive to honor quoted pricing, all prices remain subject to change until the product ships.

Customer signature and acceptance of this quote serves as authorization for BCI to procure the products and services detailed in the quote on behalf of the customer and to invoice customer accordingly.

Pricing includes 3% discount for payments made by cash, check or ACH.

BCI will generate an invoice for the customer when the hardware ships from the supplier.

City of Tupelo		Business Communications, Inc	
Accepted By: Signature	Todd Jordan	**By: Signature**	
Name	Todd Jordan	**Name**	Josh Sullivan
Title	Mayor	**Title**	Account Executive
Date	10.29.2026	**Date**	October 28, 2026

Josh Sullivan, Account Executive

442 Highland Colony Parkway
Ridgeland, MS 39157

Office: 601.898.1890 / 800.748.6317
Fax 601.898.1310
Email: jsullivan@bcianswers.com
http://bcianswers.com/

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AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Writer

DATE 3 Nov 2026

SUBJECT: IN THE MATTER OF APPROVAL TO SUBMIT FY27 COUNTER UNMANNED AIRCRAFT SYSTEMS (C-UAS) GRANT PROGRAM APPLICATION **AC**

Request: Seeking approval to submit a grant for the funding to purchase a permanent mounted drone tracker receiver (2).

Agency: U.S. Department of Homeland Security (DHS)/Federal Management Agency (FEMA)

Grant: FY27 C-UAS Grant Program

Match: N/A

Amount: $42,000.00

Mississippi Office of Homeland Security
Counter Unammnned Aircraft Systems (C-UAS) Grant Program
Notice of Funding Announcement
October 20, 2026

The Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) announced on October 17, 2026, the FY2027 C-UAS Grant Program under the authority of the *Working Families Tax Cut Act. 2025*. This program provides a total of $250 million in funding for FY2027 to support state, local, tribal and territorial governments combatting the unlawful use of unmanned aircraft systems that threaten the safety and security of the American people, communities, and institutions.

Eligibility for FY2027 funding is limited to local, tribal, and territorial government entities located in Mississippi, including city and county agencies, law enforcement, fire services, emergency medical services, emergency management, and other qualifying public safety organizations.

FEMA Resources for Grant Program:

FY27 FEMA Counter-Unmanned Aircraft System Grant Program Notice of Funding:
https://www.fema.gov/fact-sheet/notice-funding-opportunity-nofo-counter-unmanned-aircraft-systems-c-uas-grant-program

FY27 FEMA Counter-Unmanned Aircraft Systems Fact Sheet:
https://www.fema.gov/sites/default/files/documents/fema_gpd_c-uas-tranche-2-fact-sheet_102026.pdf

FY27 FEMA Counter-Unmanned Aircraft Systems Frant Program Frequently Asked Questions:
https://www.fema.gov/sites/default/files/documents/fema_gpd_c-uas-tranche-2-faqs_102026.pdf

Program Goals and Objectives: The C-UAS Grant Program's primary objective is to ensure SLTT agencies and public safety entities have the resources, training, and operational capacity to detect, track, and identify UAS threats.

The program's goals are to:
1. Strengthen national preparedness by equipping SLTT agencies with C-UAS Grant Program's capabilities.
2. Protect critical infrastructure, mass gatherings, and sensitive government operations from UAS threats.
3. Support the deployment of fixed or portable systems for UAS detection, tracking, and identification consistent with applicable laws.

FEMA created the C-UAS Grant Program to ensure that SLTT agencies receive funds to purchase DTI equipment or services for the detection, tracking, and identification, of UA and UAS signals consistent with the legal authorities of those SLTTs. Under this grant program, SLTT entities and first responder and/or public safety entities may use federal funds through grant programs to purchase fixed or portable systems that can detect, track, and identify UAS threats consistent with applicable laws.

Eligibility: Eligibility requirements are for local jurisdictions only. Non-Profits and state agencies are not eligible for this award. The MOHS is the only eligible applicant and will apply for all sub-recipients through the formal FEMA process.

Application Release:

The Mississippi Office of Homeland Security (MOHS) will release the Counter Unammnned Aircraft Systems (C-UAS) Grant Program grant application on **Wednesday, October 20, 2026**. The SC-UAS application, along with the funding guidance document will be available on the MOHS website at: https://www.homelandsecurity.ms.gov/.

This is a FEMA designed application, that is formatted into Excel, must be filled out and submitted back in the Excel format.

FY2027 Application Requirement: For funding consideration, the following required documents must include the following:

- FEMA Investment Justification (IJ) Form;
- Local Consent Agreement
- Mission Statement
- Audit (Most Recent)
- NIMS Certifications
- Registration and Certification- Proof of National Counter-Unmanned Aircraft Systems Training Center registration and, where applicable, certification.

Instructions and Deadlines:

All Applications and required documentation **must be** submitted electronically to the MOHS email address at mohsgrants@dps.ms.gov by **November 6, at 5:00 p.m.** All fields are required to be completed and must include all required information and signatures for a completed Application.

The MOHS requests that all jurisdictions prioritize funding requests to address the gaps and vulnerabilities identified through a needs assessment. **Please note, due to limited funding, it is likely that only projects addressing high-priority gaps, vulnerabilities and meeting the state priorities will be funded. Applicants should prioritize the use of grant funds to maintain/sustain current capabilities.**

Applications and required documentation submitted after the deadlines **will not** be considered for funding but may be considered if additional funding is awarded or reallocation funding becomes available**. Application submission does not guarantee funding.** MOHS will review Applications that fully align with the funding priorities of the agency.

Questions: For questions related to the grant application, guidelines or need technical assistance, please contact the MOHS email address at mohsgrants@dps.ms.gov.

AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Writer

DATE 3 Nov 2026

SUBJECT: IN THE MATTER OF APPROVAL FOR THE MAYOR TO EXECUTE A MOU BETWEEN THE CITY OF TUPELO AND THE MISSISSIPPI OFFICE OF HOMELAND SECURITY FOR THE FY27 COUNTER UNMANNED AIRCRAFT SYSTEMS (C-UAS) GRANT PROGRAM APPLICATION **AC**

Request: Seeking approval for the Mayor to execute a MOU providing consent given with the understanding that the City will receive state support in line with the FY27 Counter Unmanned Aircraft Systems (C-UAS) Grant Program-purpose, goals, objectives, performance measures and targets of the program.

Agency: U.S. Department of Homeland Security (DHS)/Federal Management Agency (FEMA)

Grant: FY27 C-UAS Grant Program

Fiscal Year 2027
Counter Unmanned Aircraft Systems (C-UAS) Grant Program
Local Consent Agreement

I, _____ a duly authorized official of _____,
Full Name **Jurisdiction**

(the "Local Governmental Entity"), located at: _____
Address of Entity

hereby expressly consent to the State Administrating Agency, the Mississippi Office of Homeland Security, undertaking the following acts in accordance with the Counter Unmanned Aircraft Systems (C-UAS) Grant Program for federal Fiscal Year 2027, as authorized by Section 2004 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. § 605):

1. Retain **$108,526.92** at the state level for allowable management and administration costs; and

2. Utilize **$3,509,037.08** in FY27 Counter Unmanned Aircraft Systems (C-UAS) Grant Program funds as follows:

   a. **$2,894,051.20** to local government agencies for the C-UAS Grant Program.

   b. **$614,985.88** to be retained by the state, for other costs such as equipment, services, training and supplies for the SAA, on behalf of the local government agencies.

This consent is given with the understanding that the Local Government Entity will receive state support in line with the FY27 Counter Unmanned Aircraft Systems (C-UAS) Grant Program-purpose, goals, objectives, performance measures and targets of the program.

This support is for both planned events and emergency threats through a mobile, scalable, and sustainable capability, increasing public safety and protecting critical infrastructure in lieu of direct funding (cash) under FY27 Counter Unmanned Aircraft Systems (C-UAS) Grant Program. This consent is only effective for the FY27 Counter Unmanned Aircraft Systems (C-UAS) Grant Program.

Signature: _____ Date: _____

AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Writer

DATE 3 Nov 2026

SUBJECT: IN THE MATTER OF APPROVAL TO SUBMIT FY26 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM – LOCAL FORMULA GRANT APPLICATION **AC**

Request: Seeking approval to submit a grant for the funding to purchase:

Tupelo – Cyber – Lab equipment. Unlocks and skim-scan ATM & POS skimmer detectors

Lee County – Body Armor to replace out of date armor.

Agency: U.S. Department of Justice (DOJ), Office of Justice Programs (OJP)

Grant: FY26 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula

Match: N/A

Amount: Tupelo $23,696, Lee County $10,309

*In Department of Justice (DOJ) grant management, a **disparate jurisdiction** refers to a statutory funding disparity between a county and its associated cities/municipalities under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program*

AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Writer

DATE 3 November 2026

SUBJECT: IN THE MATTER OF APPROVAL FOR THE MAYOR TO EXECUTE A MOU BETWEEN THE CITY OF TUPELO AND LEE COUNTY SHERIFF'S OFFICE FOR THE BJA FY25 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (JAG) PROGRAM LOCAL FORMULA GRANT **AC**

Request: This grant is a "disparate jurisdiction" grant and must be administered by the City of Tupelo for funding from a joint grant for Lee County and the City.

Agency: U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance

Grant: BJA FY25 Edward Byrne Memorial Justice Assistance Grant (Jag) Program

Match: N/A

Amount: $38,340.00

AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Writer

DATE 03 November 2026

SUBJECT: IN THE MATTER OF APPROVAL FOR THE MAYOR TO EXECUTE A MATCHING GRANT AGREEMENT BETWEEN THE CITY OF TUPELO, THE TUPELO AIRPORT AUTHORITY, AND THE MISSISSIPPI TRANSPORTATION COMMISSION TO PAY 2.5 PERCENT OF THE TOTAL PROJECT COST FOR PROJECT NUMBER 3-28-0070-057-2025 – AIR TRAFFIC CONTROL TOWER REHABILITATION (PHASE 2) **AC**

Agency: Mississippi Transportation Commission

Grant: Airport Federal Matching Grant Agreement

Match: 1.25%

Amount: $12,865.50

MISSISSIPPI TRANSPORTATION COMMISSION
AIRPORT FEDERAL MATCHING GRANT AGREEMENT
Project No. AIG-3-28-0070-057-2025
Tupelo Regional Airport

PART I - OFFER

TO: **City of Tupelo, Mississippi and Tupelo Airport Authority**
(hereinafter referred to as the RECIPIENT)

FROM: **The Mississippi Transportation Commission**
(hereinafter referred to as the COMMISSION)

WHEREAS, Title 61 of the Mississippi Code of 1972, as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid in the acquisition, development, operation or maintenance of airports and to aid in the establishment, development, and maintenance of the civil air patrol program; and,

WHEREAS, The RECIPIENT submitted an Application for Federal Assistance (hereinafter referred to as Application) to the Federal Aviation Administration (hereinafter referred to as FAA) for federal financial assistance for development of the Tupelo Regional Airport (hereinafter referred to as Airport), and the FAA subsequently issued a Grant Offer of federal funds, dated July 8, 2025 for Airport Infrastructure Grant No. 3-28-0070-057-2025 (hereinafter referred to as Project) consisting of the following:

Air Traffic Control Tower Rehabilitation (Phase 2)

all as more particularly described in the plans and specifications for the Project which were approved by the FAA; and,

WHEREAS, the Application included a request to the COMMISSION for financial assistance in payment of the RECIPIENT'S five percent (5%) share of the Project costs;

NOW, THEREFORE, The COMMISSION hereby offers and agrees to pay as the COMMISSION'S share, **$25,731.00**, of the eligible costs incurred in accomplishing the Project, subject to the following terms and conditions:

1. The maximum obligation of the COMMISSION payable under this offer shall be fifty (50%) of the RECIPIENT'S share of the final eligible Project costs.

2. The RECIPIENT shall:

   a. expend an amount equal to, or greater than, two and one-half percent (2.5%) of the final Project costs.

   b. carry out and complete the project by December 30, 2029, and in accordance with the approved plans and specifications or contracts for the project, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.

3. The RECIPIENT is obligated to pay the full 5% recipient share of any FAA Grant Amendments to increase the FAA funding participation in the Project.

4. Project payments pursuant to this Grant will be made for eligible costs documented by invoices for the work or services incurred in accomplishing the project within the period set forth in 2(b) above. Final payment will be made after final review and approval of the completed Project by the FAA and the COMMISSION and after all conditions relating to the Project have been satisfied.

5. The COMMISSION reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the RECIPIENT.

6. The RECIPIENT shall establish and maintain financial records of the Project in accordance with applicable State audit requirements and will make them available to personnel of the COMMISSION upon request.

7. All terms, conditions, and assurances contained in the FAA Grant Agreement for the project are incorporated herein by reference.

8. The RECIPIENT shall carry out and complete (physical and financial) the project without undue delays and in accordance with the terms herein.

9. The RECIPIENT will comply with the E-Verify Program described in the attached Supplemental Condition and by executing the form in Attachment C.

The RECIPIENT'S acceptance of this Offer shall be evidenced by execution of this instrument by the RECIPIENT and said offer and acceptance shall comprise an Airport Development Agreement, as provided by the COMMISSION constituting the obligations and rights of the COMMISSION and the RECIPIENT with respect to the accomplishment of the Project. Such Airport Development Agreement shall become effective upon the RECIPIENT'S acceptance of this Offer.

The COMMISSION executes all its orders and directives through the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the Project identified in this Agreement shall be directed to the Director, Aeronautics Division, Mississippi Department of Transportation.

This Agreement shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi, shall be null and void.

Witness this my signature in execution hereof this the ____ day of _____, 2025.

MISSISSIPPI TRANSPORTATION COMMISSION, BY AND THROUGH THE DULY AUTHORIZED EXECUTIVE DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

_____

Brad White, Executive Director

Bk ____, Pg _____

PART II - ACCEPTANCE

The **City of Tupelo, Mississippi** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the ____ day of _____, 2025.

City of Tupelo, Mississippi

Attest: _____ By: _____

_____ _____

(Title) (Title)

The **Tupelo Airport Authority** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the ____ day of _____, 2025.

Tupelo Airport Authority

Attest: _____ By: _____

_____ _____

(Title) (Title)

SUPPLEMENTAL CONDITIONS

Immigrant Status Certification/ E-Verify

The RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, **Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008),** and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The RECIPIENT agrees to maintain records of such compliance and, upon request of the State **and approval of the Social Security Administration or Department of Homeland Security, where required,** to provide a copy of each such verification to the State. The RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The RECIPIENT understands and agrees that any breach of these warranties may subject the RECIPIENT to the following: (a) termination of this GRANT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the RECIPIENT by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the RECIPIENT would also be liable for any additional costs incurred by the State due to GRANT cancellation or loss of license or permit. **The RECIPIENT is required to provide the certification on Attachment "C" to this GRANT to the COMMISSION verifying that the RECIPIENT and SUB-RECIPIENTS (Contractors, Subcontractors, Consultants), if any, are registered and participating in E-Verify prior to execution of this GRANT.**

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this GRANT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

ATTACHMENT C

CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Tupelo Regional Airport

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603,100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any sub-consultant(s) and/or subcontractor(s) in connection with the performance of this GRANT, the undersigned will secure from such sub-consultant(s) and/or sub-contractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this GRANT.

_____

EV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the GRANT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the GRANT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:_____ _____

Authorized Officer or Agent — Date

_____ _____

Printed Name of Authorized Officer or Agent of the RECIPIENT — Title of Authorized Officer or Agent of the RECIPIENT

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20___.

_____

NOTARY PUBLIC

My Commission Expires:_____

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Writer

DATE 03 November 2026

SUBJECT: IN THE MATTER OF APPROVAL FOR THE MAYOR TO EXECUTE A MATCHING GRANT AGREEMENT BETWEEN THE CITY OF TUPELO, THE TUPELO AIRPORT AUTHORITY, AND THE MISSISSIPPI TRANSPORTATION COMMISSION TO PAY 2.5 PERCENT OF THE TOTAL PROJECT COST FOR PROJECT NUMBER 3-28-0070-058-2026 – CONSTRUCTION OF SERVICE ROAD **AC**

Agency: Mississippi Transportation Commission

Grant: Airport Federal Matching Grant Agreement

Match: 1.25%

Amount: $11,145.50

MISSISSIPPI TRANSPORTATION COMMISSION
AIRPORT FEDERAL MATCHING GRANT AGREEMENT
Project No. AIP-3-28-0070-058-2026
Tupelo Regional Airport

PART I - OFFER

TO: **City of Tupelo, Mississippi and Tupelo Airport Authority**
(hereinafter referred to as the RECIPIENT)

FROM: **The Mississippi Transportation Commission**
(hereinafter referred to as the COMMISSION)

WHEREAS, Title 61 of the Mississippi Code of 1972, as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid in the acquisition, development, operation or maintenance of airports and to aid in the establishment, development, and maintenance of the civil air patrol program; and,

WHEREAS, The RECIPIENT submitted an Application for Federal Assistance (hereinafter referred to as Application) to the Federal Aviation Administration (hereinafter referred to as FAA) for federal financial assistance for development of the Tupelo Regional Airport (hereinafter referred to as Airport), and the FAA subsequently issued a Grant Offer of federal funds, dated August 20, 2026 for Airport Improvement Project No. 3-28-0070-058-2026 (hereinafter referred to as Project) consisting of the following:

Construct Service Road

all as more particularly described in the plans and specifications for the Project which were approved by the FAA; and,

WHEREAS, the Application included a request to the COMMISSION for financial assistance in payment of the RECIPIENT'S five percent (5%) share of the Project costs;

NOW, THEREFORE, The COMMISSION hereby offers and agrees to pay as the COMMISSION'S share, **$22,292.00**, of the eligible costs incurred in accomplishing the Project, subject to the following terms and conditions:

1. The maximum obligation of the COMMISSION payable under this offer shall be fifty (50%) of the RECIPIENT'S share of the final eligible Project costs.

2. The RECIPIENT shall:

   a. expend an amount equal to, or greater than, two and one-half percent (2.5%) of the final Project costs.

   b. carry out and complete the project **by December 30, 2030**, and in accordance with the approved plans and specifications or contracts for the project, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.

3. The RECIPIENT is obligated to pay the full 5% recipient share of any FAA Grant Amendments to increase the FAA funding participation in the Project.

4. Project payments pursuant to this Grant will be made for eligible costs documented by invoices for the work or services incurred in accomplishing the project within the period set forth in 2(b) above. Final payment will be made after final review and approval of the completed Project by the FAA and the COMMISSION and after all conditions relating to the Project have been satisfied.

5. The COMMISSION reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the RECIPIENT.

6. The RECIPIENT shall establish and maintain financial records of the Project in accordance with applicable State audit requirements and will make them available to personnel of the COMMISSION upon request.

7. All terms, conditions, and assurances contained in the FAA Grant Agreement for the project are incorporated herein by reference.

8. The RECIPIENT shall carry out and complete (physical and financial) the project without undue delays and in accordance with the terms herein.

9. The RECIPIENT will comply with the E-Verify Program described in the attached Supplemental Condition and by executing the form in Attachment C.

The RECIPIENT'S acceptance of this Offer shall be evidenced by execution of this instrument by the RECIPIENT and said offer and acceptance shall comprise an Airport Development Agreement, as provided by the COMMISSION constituting the obligations and rights of the COMMISSION and the RECIPIENT with respect to the accomplishment of the Project. Such Airport Development Agreement shall become effective upon the RECIPIENT'S acceptance of this Offer.

The COMMISSION executes all its orders and directives through the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the Project identified in this Agreement shall be directed to the Director, Aeronautics Division, Mississippi Department of Transportation.

This Agreement shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi, shall be null and void.

Witness this my signature in execution hereof this the ____ day of _____, 2026.

MISSISSIPPI TRANSPORTATION COMMISSION, BY AND THROUGH THE DULY AUTHORIZED EXECUTIVE DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

_____
Brad White, Executive Director

Bk ____, Pg _____

PART II - ACCEPTANCE

The **City of Tupelo, Mississippi** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the ____ day of _____, 2026.

City of Tupelo, Mississippi

Attest: _____ By: _____

_____ _____
(Title) (Title)

The **Tupelo Airport Authority** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the ____ day of _____, 2026.

Tupelo Airport Authority

Attest: _____ By: _____

_____ _____
(Title) (Title)

SUPPLEMENTAL CONDITIONS

Immigrant Status Certification/ E-Verify

The RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, **Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008),** and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The RECIPIENT agrees to maintain records of such compliance and, upon request of the State **and approval of the Social Security Administration or Department of Homeland Security, where required,** to provide a copy of each such verification to the State. The RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The RECIPIENT understands and agrees that any breach of these warranties may subject the RECIPIENT to the following: (a) termination of this GRANT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the RECIPIENT by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the RECIPIENT would also be liable for any additional costs incurred by the State due to GRANT cancellation or loss of license or permit. **The RECIPIENT is required to provide the certification on Attachment "C" to this GRANT to the COMMISSION verifying that the RECIPIENT and SUB-RECIPIENTS (Contractors, Subcontractors, Consultants), if any, are registered and participating in E-Verify prior to execution of this GRANT.**

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this GRANT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

ATTACHMENT C

CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Tupelo Regional Airport

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603,100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any sub-consultant(s) and/or subcontractor(s) in connection with the performance of this GRANT, the undersigned will secure from such sub-consultant(s) and/or sub-contractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this GRANT.

_____
EV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the GRANT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the GRANT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:_____ _____
, Authorized Officer or Agent Date

_____ _____
Printed Name of Authorized Officer or Agent of the RECIPIENT Title of Authorized Officer or Agent of the RECIPIENT

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20___.

_____
NOTARY PUBLIC
My Commission Expires:_____

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Writer

DATE 03 November 2026

SUBJECT: IN THE MATTER OF APPROVAL FOR THE MAYOR TO EXECUTE A MATCHING GRANT AGREEMENT BETWEEN THE CITY OF TUPELO, THE TUPELO AIRPORT AUTHORITY, AND THE MISSISSIPPI TRANSPORTATION COMMISSION TO PAY 2.5 PERCENT OF THE TOTAL PROJECT COST FOR PROJECT NUMBER 3-28-0070-059-2026 – CONSTRUCTION OF SERVICE ROAD **AC**

Agency: Mississippi Transportation Commission

Grant: Airport Federal Matching Grant Agreement

Match: 1.25%

Amount: $4,232.00

MISSISSIPPI TRANSPORTATION COMMISSION
AIRPORT FEDERAL MATCHING GRANT AGREEMENT
Project No. AIG-3-28-0070-059-2026
Tupelo Regional Airport

PART I - OFFER

TO: **City of Tupelo, Mississippi and Tupelo Airport Authority**
(hereinafter referred to as the RECIPIENT)

FROM: **The Mississippi Transportation Commission**
(hereinafter referred to as the COMMISSION)

WHEREAS, Title 61 of the Mississippi Code of 1972, as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid in the acquisition, development, operation or maintenance of airports and to aid in the establishment, development, and maintenance of the civil air patrol program; and,

WHEREAS, The RECIPIENT submitted an Application for Federal Assistance (hereinafter referred to as Application) to the Federal Aviation Administration (hereinafter referred to as FAA) for federal financial assistance for development of the Tupelo Regional Airport (hereinafter referred to as Airport), and the FAA subsequently issued a Grant Offer of federal funds, dated August 20, 2026 for Airport Infrastructure Grant No. 3-28-0070-059-2026 (hereinafter referred to as Project) consisting of the following:

Construct Service Road

all as more particularly described in the plans and specifications for the Project which were approved by the FAA; and,

WHEREAS, the Application included a request to the COMMISSION for financial assistance in payment of the RECIPIENT'S five percent (5%) share of the Project costs;

NOW, THEREFORE, The COMMISSION hereby offers and agrees to pay as the COMMISSION'S share, **$8,466.00,** of the eligible costs incurred in accomplishing the Project, subject to the following terms and conditions:

1. The maximum obligation of the COMMISSION payable under this offer shall be fifty (50%) of the RECIPIENT'S share of the final eligible Project costs.

2. The RECIPIENT shall:

   a. expend an amount equal to, or greater than, two and one-half percent (2.5%) of the final Project costs.

   b. carry out and complete the project **by December 30, 2030**, and in accordance with the approved plans and specifications or contracts for the project, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.

3. The RECIPIENT is obligated to pay the full 5% recipient share of any FAA Grant Amendments to increase the FAA funding participation in the Project.

4. Project payments pursuant to this Grant will be made for eligible costs documented by invoices for the work or services incurred in accomplishing the project within the period set forth in 2(b) above. Final payment will be made after final review and approval of the completed Project by the FAA and the COMMISSION and after all conditions relating to the Project have been satisfied.

5. The COMMISSION reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the RECIPIENT.

6. The RECIPIENT shall establish and maintain financial records of the Project in accordance with applicable State audit requirements and will make them available to personnel of the COMMISSION upon request.

7. All terms, conditions, and assurances contained in the FAA Grant Agreement for the project are incorporated herein by reference.

8. The RECIPIENT shall carry out and complete (physical and financial) the project without undue delays and in accordance with the terms herein.

9. The RECIPIENT will comply with the E-Verify Program described in the attached Supplemental Condition and by executing the form in Attachment C.

The RECIPIENT'S acceptance of this Offer shall be evidenced by execution of this instrument by the RECIPIENT and said offer and acceptance shall comprise an Airport Development Agreement, as provided by the COMMISSION constituting the obligations and rights of the COMMISSION and the RECIPIENT with respect to the accomplishment of the Project. Such Airport Development Agreement shall become effective upon the RECIPIENT'S acceptance of this Offer.

The COMMISSION executes all its orders and directives through the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the Project identified in this Agreement shall be directed to the Director, Aeronautics Division, Mississippi Department of Transportation.

This Agreement shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi, shall be null and void.

Witness this my signature in execution hereof this the ____ day of _____, 2026.

MISSISSIPPI TRANSPORTATION COMMISSION, BY AND THROUGH THE DULY AUTHORIZED EXECUTIVE DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

_____
Brad White, Executive Director

Bk ____, Pg _____

PART II - ACCEPTANCE

The **City of Tupelo, Mississippi** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the ____ day of _____, 2026.

City of Tupelo, Mississippi

Attest: _____ By: _____

_____ _____
(Title) (Title)

The **Tupelo Airport Authority** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the ____ day of _____, 2026.

Tupelo Airport Authority

Attest: _____ By: _____

_____ _____
(Title) (Title)

SUPPLEMENTAL CONDITIONS

Immigrant Status Certification/ E-Verify

The RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, **Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008),** and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The RECIPIENT agrees to maintain records of such compliance and, upon request of the State **and approval of the Social Security Administration or Department of Homeland Security, where required,** to provide a copy of each such verification to the State. The RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The RECIPIENT understands and agrees that any breach of these warranties may subject the RECIPIENT to the following: (a) termination of this GRANT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the RECIPIENT by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the RECIPIENT would also be liable for any additional costs incurred by the State due to GRANT cancellation or loss of license or permit. **The RECIPIENT is required to provide the certification on Attachment "C" to this GRANT to the COMMISSION verifying that the RECIPIENT and SUB-RECIPIENTS (Contractors, Subcontractors, Consultants), if any, are registered and participating in E-Verify prior to execution of this GRANT.**

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this GRANT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

ATTACHMENT C

CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Tupelo Regional Airport

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603,100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any sub-consultant(s) and/or subcontractor(s) in connection with the performance of this GRANT, the undersigned will secure from such sub-consultant(s) and/or sub-contractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this GRANT.

_____
EV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the GRANT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the GRANT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:_____ _____
, Authorized Officer or Agent Date

_____ _____
Printed Name of Authorized Officer or Agent of the RECIPIENT

Title of Authorized Officer or Agent of the RECIPIENT

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20___.

_____
NOTARY PUBLIC
My Commission Expires:_____

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Writer

DATE 03 November 2026

SUBJECT: IN THE MATTER OF APPROVAL FOR THE MAYOR TO EXECUTE A MATCHING GRANT AGREEMENT BETWEEN THE CITY OF TUPELO, THE TUPELO AIRPORT AUTHORITY, AND THE MISSISSIPPI TRANSPORTATION COMMISSION TO PAY 2.5 PERCENT OF THE TOTAL PROJECT COST FOR PROJECT NUMBER 3-28-0070-060-2026 – REHABILITATE RUNWAY 18/36 (PHASE 1 – DESIGN) **AC**

Agency: Mississippi Transportation Commission

Grant: Airport Federal Matching Grant Agreement

Match: 1.25%

Amount: $6,736

not on email

MISSISSIPPI TRANSPORTATION COMMISSION
AIRPORT FEDERAL MATCHING GRANT AGREEMENT
Project No. AIG-3-28-0070-060-2026
Tupelo Regional Airport

PART I - OFFER

TO: **City of Tupelo, Mississippi and Tupelo Airport Authority**
(hereinafter referred to as the RECIPIENT)

FROM: **The Mississippi Transportation Commission**
(hereinafter referred to as the COMMISSION)

WHEREAS, Title 61 of the Mississippi Code of 1972, as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid in the acquisition, development, operation or maintenance of airports and to aid in the establishment, development, and maintenance of the civil air patrol program; and,

WHEREAS, The RECIPIENT submitted an Application for Federal Assistance (hereinafter referred to as Application) to the Federal Aviation Administration (hereinafter referred to as FAA) for federal financial assistance for development of the Tupelo Regional Airport (hereinafter referred to as Airport), and the FAA subsequently issued a Grant Offer of federal funds, dated August 13, 2026 for Airport Infrastructure Grant No. 3-28-0070-060-2026 (hereinafter referred to as Project) consisting of the following:

Rehabilitate Runway 18/36 (Phase 1 – Design)

all as more particularly described in the plans and specifications for the Project which were approved by the FAA; and,

WHEREAS, the Application included a request to the COMMISSION for financial assistance in payment of the RECIPIENT'S five percent (5%) share of the Project costs;

NOW, THEREFORE, The COMMISSION hereby offers and agrees to pay as the COMMISSION'S share, **$13,472.00**, of the eligible costs incurred in accomplishing the Project, subject to the following terms and conditions:

1. The maximum obligation of the COMMISSION payable under this offer shall be fifty (50%) of the RECIPIENT'S share of the final eligible Project costs.

2. The RECIPIENT shall:

   a. expend an amount equal to, or greater than, two and one-half percent (2.5%) of the final Project costs.

   b. carry out and complete the project **by December 30, 2030**, and in accordance with the approved plans and specifications or contracts for the project, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.

3. The RECIPIENT is obligated to pay the full 5% recipient share of any FAA Grant Amendments to increase the FAA funding participation in the Project.

4. Project payments pursuant to this Grant will be made for eligible costs documented by invoices for the work or services incurred in accomplishing the project within the period set forth in 2(b) above. Final payment will be made after final review and approval of the completed Project by the FAA and the COMMISSION and after all conditions relating to the Project have been satisfied.

5. The COMMISSION reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the RECIPIENT.

6. The RECIPIENT shall establish and maintain financial records of the Project in accordance with applicable State audit requirements and will make them available to personnel of the COMMISSION upon request.

7. All terms, conditions, and assurances contained in the FAA Grant Agreement for the project are incorporated herein by reference.

8. The RECIPIENT shall carry out and complete (physical and financial) the project without undue delays and in accordance with the terms herein.

9. The RECIPIENT will comply with the E-Verify Program described in the attached Supplemental Condition and by executing the form in Attachment C.

The RECIPIENT'S acceptance of this Offer shall be evidenced by execution of this instrument by the RECIPIENT and said offer and acceptance shall comprise an Airport Development Agreement, as provided by the COMMISSION constituting the obligations and rights of the COMMISSION and the RECIPIENT with respect to the accomplishment of the Project. Such Airport Development Agreement shall become effective upon the RECIPIENT'S acceptance of this Offer.

The COMMISSION executes all its orders and directives through the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the Project identified in this Agreement shall be directed to the Director, Aeronautics Division, Mississippi Department of Transportation.

This Agreement shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi, shall be null and void.

Witness this my signature in execution hereof this the ____ day of _____, 2026.

MISSISSIPPI TRANSPORTATION COMMISSION, BY AND THROUGH THE DULY AUTHORIZED EXECUTIVE DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

_____

Brad White, Executive Director

Bk ____, Pg _____

PART II - ACCEPTANCE

The **City of Tupelo, Mississippi** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the ____ day of _____, 2026.

City of Tupelo, Mississippi

Attest: _____ By: _____

_____ _____

(Title) (Title)

The **Tupelo Airport Authority** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the ____ day of _____, 2026.

Tupelo Airport Authority

Attest: _____ By: _____

_____ _____

(Title) (Title)

SUPPLEMENTAL CONDITIONS

Immigrant Status Certification/ E-Verify

The RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, **Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008),** and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The RECIPIENT agrees to maintain records of such compliance and, upon request of the State **and approval of the Social Security Administration or Department of Homeland Security, where required,** to provide a copy of each such verification to the State. The RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The RECIPIENT understands and agrees that any breach of these warranties may subject the RECIPIENT to the following: (a) termination of this GRANT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the RECIPIENT by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the RECIPIENT would also be liable for any additional costs incurred by the State due to GRANT cancellation or loss of license or permit. **The RECIPIENT is required to provide the certification on Attachment "C" to this GRANT to the COMMISSION verifying that the RECIPIENT and SUB-RECIPIENTS (Contractors, Subcontractors, Consultants), if any, are registered and participating in E-Verify prior to execution of this GRANT.**

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this GRANT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

ATTACHMENT C

CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Tupelo Regional Airport

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603,100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any sub-consultant(s) and/or subcontractor(s) in connection with the performance of this GRANT, the undersigned will secure from such sub-consultant(s) and/or sub-contractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this GRANT.

_____
EV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the GRANT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the GRANT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:_____ _____
, Authorized Officer or Agent Date

_____ _____
Printed Name of Authorized Officer or Agent of the RECIPIENT

Title of Authorized Officer or Agent of the RECIPIENT

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20___.

_____
NOTARY PUBLIC
My Commission Expires:_____

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: TANNER NEWMAN, DIRECTOR OF DEVELOPMENT SERVICES

DATE NOVEMBER 3, 2026

SUBJECT: IN THE MATTER OF REVIEW/APPROVE MINUTES OF THE AUGUST 31, 2026 PLANNING COMMITTEE MEETING **TN**

REQUEST:

CITY OF TUPELO

PLANNING COMMITTEE MEETING MINUTES

Date: August 31, 2026, 6:00 P.M.
Location: City Council Chambers, City Hall, 71 East Troy Street, Tupelo, MS

CALL TO ORDER

Chairman Mark Williams called the meeting to order at 6:00 P.M.

- **Invocation:** Ms. Patti Thompson
- **Pledge of Allegiance:** Mr. Aaron Washington

Committee members and staff introduced themselves for the record.

Committee Members Present:
Mr. Mark Williams, Mr. Victor Fleitas, Ms. Leslie Mart, Mr. Lindsey Leake, Ms. Patti Thompson, Mr. Scott Davis, Mr. Aaron Washington

Staff Present:
Mr. Tanner Newman, Director of Development Services, Mr. Pat Falkner, Planning Consultant, Ms. Kim Rushing, Community Development and Outreach Coordinator, Mr. Patrick Reagan, Chief Building Inspector

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APPROVAL OF MINUTES

- **Action:** Motion made by Ms. Patti Thompson to approve the minutes of the August 3, 2026, meeting as submitted.
- **Second:** Mr. Lindsey Leake
- **Vote:** Approved by show of hands; motion carried.

REPORT OF COUNCIL ACTION

Mr. Newman reported that the FLEX 26-03 flexible use for the daycare at 205 Commerce St. had been appealed, with three appeals received. A public hearing before the City Council is scheduled for September 10th at 4:00 PM in the City Council chambers.

OLD BUSINESS

RZ26-03 (PARCEL 106S-14-036-012) (Rezoning of 20 acres off South Thomas St.) application has been withdrawn by the applicant. Ms. Leslie Mart moved to pull and remove RZ 26-03 from consideration. Mr. Victor Fleitas seconded the motion. The committee voted unanimously to remove this item from the agenda.

FLEX26-04 (PARCEL 072N-09-046-01) (Flexible use for a 240-unit apartment complex off McCullough/I-22) No new action or information was received from the applicant. The item will remain on the table unless the applicant formally withdraws it.

NEW BUSINESS

There were two applications and three text amendments on tonight's agenda. Chairman Williams reviewed public comment procedures for applicants and citizens.

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1. RZ 26-04 (PARCEL 075V-22-00-01) off Coley Rd.

Request: Request to rezone 3.4 acres from Agriculture/Open Space to Mixed Use Activity Center.

Notifications:
Mr. Newman confirmed surrounding property owners were notified. No responses had been received.

Applicant:
Scott Hendrix, 1346 Auburn Rd. Tupelo, MS, CEO and General Counsel for Tombigbee Electric Power Association.

Mr. Hendricks explained that Tombigbee Electric purchased the property approximately 25 years ago with the intention of developing a joint substation with the City. That project was never developed, and the property has remained unused.
He stated that Tombigbee Electric has determined the property is no longer an ideal location for a substation and intends to market the property. North Mississippi Health Services has expressed

interest in potentially developing a medical clinic on the property, contingent upon the appropriate zoning.
Mr. Hendricks stated that the property is well suited for mixed-use development along Coley Road and that Tombigbee Electric supports rezoning the property.

Zoning Designation Committee Discussion

The Committee discussed whether the appropriate designation should be Mixed Use Activity Center (MUAC) or Mixed-Use Commercial Corridor (MUCC).
Mr. Hendricks stated that Tombigbee Electric would have no objection to changing the request to Mixed Use Commercial Corridor if that designation was more appropriate under the City's current planning direction.
Staff explained that MUCC would accomplish the applicant's intended use and would be more consistent with the City's upcoming Comprehensive Plan.

Public Comment:
The public comment period was opened. No members of the public spoke for or against the request.

The public comment period was closed.

Staff Analysis:
Mr. Newman stated that staff originally recommended MUAC based on the zoning designation most appropriate at the time of the application. Following further review, staff recommended Mixed Use Commercial Corridor (MUCC) as being more consistent with the City's upcoming Comprehensive Plan.

Staff reported no objection to the rezoning request and recommended that the Planning Committee forward the MUCC recommendation to the City Council.

Motion and Vote:

- **Action:** Motion by Mr. Fleitas to amend the application to request the **Mixed-Use Commercial Corridor (MUCC)** designation and to **approve RZ26-04**.
- **Second:** Mr. Leake
- **Vote:** Approved by show of hands.

Next Steps:
Mr. Newman advised that the request would proceed to the City Council, likely at the second meeting in September, with a public hearing to be held as part of the Council's consideration.

2. Flex26-06: Flexible Use – (Parcel 089J-31-276-00) 620 West Main St. Tupelo

Request: Flexible Use to open a vehicle services business in the former Goodyear location.

Notifications:
Mr. Newman reported that the applicant had withdrawn the request after the prospective business identified an alternative property.

Motion and Vote:

- **Action:** Motion by Ms. Mart to remove FLEX 26-06 from the Planning Committee agenda.
- **Second:** Mr. Victor Fleitas
- **Vote:** Motion carried unanimously.

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3. TEXT AMENDMENTS

TA26-02- Chapter 4, Use by Compatibility, MUCC-2

Notifications:
Mr. Newman confirmed notices were sent; no responses received.

Committee Discussion:
Mr. Newman explained that the proposed amendment originated from a recent economic development/recruitment effort and concerns regarding permitted uses within the MUCC zoning district.

The proposed amendment would:

- Add **light manufacturing** as a compatible use in MUCC-2;
- Add **warehouse, indoor distribution, and/or freight facilities** as compatible uses in MUCC-2; and
- Add **heavy manufacturing** as a flexible use in MUCC-2, requiring additional review.

The Committee discussed the distinction between compatible and flexible uses and the review process associated with each.

Public Comment
The public comment period was opened. No members of the public spoke for or against the amendment.
The public comment period was closed.

Motion and Vote:

- **Action:** Motion by Ms. Mart to **approve TA26-02** proposed amendment to Chapter 4, Section 11, regarding light manufacturing as a compatible use and heavy manufacturing as a flexible use, as presented.
- **Second:** Mr. Davis
- **Vote:** Approved by show of hands.

TA26-03- Chapter 6, Section 6.7.4.7- Curb and Gutter Improvements

Notifications:
Mr. Newman confirmed notices were sent; no responses received.

Committee Discussion:
Mr. Newman explained that the amendment would require commercial site developments to provide curb and gutter improvements along all adjoining public streets where such improvements are not already in place.

Staff noted that this formalizes the existing practice and makes the requirement part of the City's commercial design standards.

Public Comment
The public comment period was opened. No members of the public spoke for or against the amendment.
The public comment period was closed.

Motion and Vote:

- **Action:** Motion by Mr. Leake to **approve TA26-03** as presented.
- **Second:** Mr. Davis
- **Vote:** Approved unanimously

TA26-04- Chapter 11, Section 11.11.10- Abandonment of Commercial Property

Notifications:
Mr. Newman confirmed notices were sent; no responses received.

Committee Discussion:

Mr. Newman provided an overview of the proposed amendment.
The proposed ordinance would establish a formal process for the City to determine when a commercial occupancy has been abandoned. Once the City formally establishes abandonment,

the previous use would be considered discontinued, and any subsequent use would be reviewed as a new or changed use under the current building and development codes.
The proposal would also address abandoned nonconforming uses. Following a determination of abandonment, a former nonconforming use would lose its protected status, and reestablishment would be subject to the current development code.
Staff emphasized that the intent is to provide a documented process, advance notice, and an opportunity for appeal while helping return abandoned commercial properties to productive, safe, and compliant use.

The Committee discussed language in the explanatory summary referring to "older buildings." Staff clarified that the explanatory document was intended as a plain-language explanation for the public and City Council and was not the ordinance itself.
The Committee further discussed that the proposed ordinance focuses on conditions and abandonment rather than the age of a building.

Public Comment
The public comment period was opened. No members of the public spoke for or against the amendment.
The public comment period was closed.

Motion and Vote:

- **Action:** Motion by Mr. Davis to **approve TA26-04** as presented.
- **Second:** Mr. Fleitas
- **Vote:** Motion carried unanimously.

COMPREHENSIVE PLAN REVIEW

Mr. Newman reported that the Comprehensive Plan was substantially complete.
Staff requested that the Planning Committee **not take formal action on the Comprehensive Plan at this meeting**. Instead, staff recommended scheduling a separate Planning Committee meeting/work session for a thorough review and formal presentation of the plan prior to taking a vote.
Staff noted that the City Council was expected to consider the Comprehensive Plan in October and that the Planning Committee would need to complete its review prior to that time.

Public Comment
The public comment period was opened for the Comprehensive Plan.
No members of the public spoke for or against the plan.
The public comment period was closed.

Next Steps
The Committee discussed scheduling a separate meeting/work session to review the Comprehensive Plan in detail and receive a full staff presentation.

The Committee took no formal vote on the Comprehensive Plan.
The Committee also discussed coordinating the Comprehensive Plan review with other outstanding matters requiring a work session.

OTHER BUSINESS

Mr. Newman announced expected applications for the next meeting and projected submission of the Comprehensive Plan.

- **Work Session:** 5:00 P.M., September 28, 2026; the Comprehensive Plan will be presented to the public at 6:00 P.M.
- **Public Session:** October 5, 2026

ADJOURNMENT

- **Action:** Motion by Ms. Thompson to adjourn
- **Second:** Mr. Washington
- **Vote:** Motion carried

Meeting adjourned.

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: TANNER NEWMAN, DIRECTOR OF DEVELOPMENT SERVICES

DATE NOVEMBER 3, 2026

SUBJECT: IN THE MATTER OF REVIEW/APPROVE MINUTES OF THE OCTOBER 3, 2026 PLANNING COMMITTEE MEETING **TN**

REQUEST:

CITY OF TUPELO

PLANNING COMMITTEE MEETING MINUTES

Date: October 5, 2026, 6:00 P.M.
Location: City Council Chambers, City Hall, 71 East Troy Street, Tupelo, MS

CALL TO ORDER

Acting Chairman Victor Fleitas called the meeting to order at 6:00 P.M.

- **Invocation:** Mr. Scott Davis
- **Pledge of Allegiance:** Ms. Patti Thompson

Committee members and staff introduced themselves for the record.

Committee Members Present:
Mr. Victor Fleitas, Ms. Leslie Mart, Mr. Lindsey Leake, Ms. Patti Thompson, Mr. Scott Davis, Mr. Aaron Washington

Staff Present:
Mr. Tanner Newman, Director of Development Services, Mr. Pat Falkner, Planning Consultant, Ms. Kim Rushing, Community Development and Outreach Coordinator, Mr. Patrick Reagan, Chief Building Inspector

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APPROVAL OF MINUTES

- **Action:** Motion made by Ms. Patti Thompson to approve the minutes of the August 31, 2026, meeting as submitted.
- **Second:** Ms. Leslie Mart
- **Vote:** Approved by show of hands; motion carried.

REPORT OF COUNCIL ACTION

Mr. Newman reported that the City Council was scheduled to consider the rezoning request for the Coley Road parcel the following evening. He also reported that the City Council had remanded appeal FLEX26-03, concerning the proposed Kids World Daycare at 205 Commerce Street, to the Planning Committee for further review.

OLD BUSINESS

1. FLEX26-04 (PARCEL 072N-09-046-01) (Flexible use for a 240-unit apartment complex off McCullough/I-22) No new action or information was received from the applicant. The item will remain on the table unless the applicant formally withdraws it.

Motion and Vote:

- **Action:** Motion by Ms. Thompson that FLEX26-04 continues to be tabled.
- **Second:** Mr. Leake
- **Vote:** Motion carried unanimously.

The application remains tabled until the next Planning Committee meeting.

2. Flex26-03: Flexible Use - 205 Commerce Street (Parcel 089L-32-013-00)

- **Request:** Flexible use to allow an established daycare (Kids World Daycare of Tupelo) to occupy space previously used by Tupelo Academy of Cosmetology.
- **Notifications:**
  Mr. Newman confirmed surrounding property owners were notified. No additional responses were received.
- **Applicant:**
  Melissa (Missy) Bell, 1279 CR 87, New Albany, Owner of Kids World Daycare.

Missy Bell, owner of Kids World Daycare, presented the revised site plan and addressed concerns regarding parking and traffic circulation. She explained that relocating the playground fencing could provide approximately 22 on-site parking spaces without relying on parking across Huntington Arena/Commerce Street. She stated that the facility would generally operate Monday through Friday from 6:30 a.m. to 5:30 p.m., with later hours being considered but not currently planned.

Ms. Bell explained that employees and visitors would use the on-site parking, while parents would follow a drop-off and pick-up procedure similar to the facility's current operation. She questioned the applicability of the City's parking requirement to children who do not drive.

Staff clarified that the applicable standard requires 0.35 parking spaces per approved occupant. Based on 159 students and 13 employees, approximately 61 spaces would be required. Staff explained that the standard applies to daycare centers and includes all approved occupants.

Public Comments:

The public hearing was opened, and the following comments and concerns were presented:

- **Michael Walden, property owner:** Supported approval and expressed concern about the additional parking requirement being identified late in the review process. He stated that the project had been under consideration since July, that previous discussions had addressed parking, and that the applicant had responded to earlier concerns. He maintained that the proposed 22 spaces would adequately serve the facility's anticipated employees and visitors, with parents using the drop-off procedure. He also questioned the consistency of parking requirements for other downtown businesses and raised concerns about shared parking arrangements and children crossing the street.
- **Carla Enis, Gumtree Realty:** Supported the proposed daycare and encouraged the City to reconsider zoning regulations along Commerce Street. She stated that the area contains a mix of businesses and that a daycare would be compatible with nearby uses, including Tupelo Ballet. She also emphasized the community's need for more childcare options and noted that existing parking and zoning restrictions could limit the property's future uses.
- **Louise Pearson, 178 Prairie Cove:** Expressed support for additional childcare services, particularly for families in East Tupelo, and questioned whether the parking requirement was practical for daycare facilities.

Staff Review and Committee Discussion:

Mr. Newman explained that the previous approval was contingent upon meeting applicable parking standards. The precise parking requirement was clarified during the subsequent review process. Staff stated that the Coliseum subdistrict does not qualify for the general downtown parking exemption and that shared parking agreements cannot cross a thoroughfare. Adjacent property owners may establish shared parking arrangements where permitted by code, but staff confirmed that the neighboring property owners had declined to provide additional shared parking.

Staff further explained that a change in occupancy or use triggers review under applicable development-code requirements. Staff also clarified that state law does not permit daycare centers, kindergartens, or schools to waive their protected status regarding liquor sales as previously contemplated. Although the applicant had agreed to waive the applicable distance requirements, that agreement could not eliminate the statutory restriction. Staff confirmed that the proposed daycare could affect nearby properties' ability to pursue certain alcohol-related business uses within the protected distance.

Committee members discussed the two principal issues affecting the application:

- **Parking compliance:** The revised site plan provided approximately 22 spaces, which remained below the 61 spaces calculated under the applicable standard. Clarified that any shared parking agreement must be written, must be with adjacent properties, and cannot cross a designated thoroughfare.
- **Protected status and surrounding development:** The daycare's location could restrict future liquor-related uses on nearby properties, and the applicant could not waive the applicable statutory protection under state law.

Members also discussed whether the City should review its parking regulations for daycare centers and the Coliseum subdistrict in the future. The Chair acknowledged that these issues may warrant further consideration but emphasized that the committee must evaluate the application under the existing code. Staff recommended denial based on the revised findings.

Before the vote, Mr. Walden was given an additional opportunity to comment. He reiterated that the applicant had addressed prior concerns, questioned the consistency of parking enforcement among nearby businesses, and requested a variance from the parking and distance requirements.

Motion and Vote:

- **Action:** Ms. Mart moved to **deny** FLEXVAR26-03 based on the revised information provided (parking deficiency and inability to waive liquor-license setback)
- **Second:** Mr. Leake
- **Vote:** Five members voted in favor. Ms. Thompson abstained. No one opposed.

Next Steps: Mr. Newman advised the applicant and interested parties that an appeal of the Planning Committee's decision could be filed with the City Council Clerk within three days.

NEW BUSINESS

There were four applications and one text amendment on tonight's agenda. Acting Chairman Fleitas reviewed public comment procedures for applicants and citizens.

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1. Development Plan- MSP26-01 and MAJSUB26-04 (PARCEL(S) 113E-06-139-00, 113E-06-137-00, 101H-01-076-00, 101H-01-142-00, and a portion of 101H-01-079-00) 836 Circle, 805, 901, and 915 Garfield St.

Request: Approval of a major site plan and major subdivision for the first phase of Garfield Commons, a proposed mixed-use residential development.

Notifications:
Mr. Newman confirmed surrounding property owners were notified. No responses had been received.

Applicant:
Ann Ellis, 41190 US HWY 231, Steele, AL, Representative for the applicant IBCP Garfield, LLC, 997 Morrison Dr., Charleston, SC, 29403

Ann Ellis, representing the applicant, presented the proposed Garfield Commons development as a multiphase neighborhood revitalization project intended to provide housing and services near the hospital. The development would combine multifamily housing, duplex residences, healthcare services, open space, and supporting infrastructure.

Phase One includes:

- **Podium building:** An approximately 82,000-square-foot building with a medical clinic and commercial space on the first floor, four stories of residential units above, and associated support and storage areas. The building would contain 56 dwelling units.

- **Cottage and duplex residences:** A planned series of duplexes within the development, totaling 48 dwelling units.
- **Parking:** The applicant proposed 125 spaces for the podium building, using shared parking provisions based on differing peak-use periods for residential and commercial uses. The duplexes would have two parking spaces per unit.
- **Site design:** A walkable neighborhood layout with the podium building closer to Garfield Street and the residential cottages positioned farther behind it. Landscape buffers and site infrastructure were included in the overall plan.

Ms. Ellis reported that discussions with Tupelo Power and Light regarding electrical easements and transformer locations had occurred the previous week. The applicant was preparing an updated plat reflecting the electrical plan for submission.

Committee Questions and Discussion:

Committee members asked whether the proposed retention ponds and wet areas could be modified if additional parking were required. Ms. Ellis said underground parking was unlikely, but the retention ponds could potentially be deepened to reduce their footprint and accommodate additional parking.

The committee clarified that the application before it was for major site plan and major subdivision approval (development plan), not a rezoning request or a parking or landscaping variance.

Mr. Newman explained that the City had entered into a development agreement with the developer and the hospital addressing streets, sidewalks, and related improvements. The plat identified public and private streets, sidewalks, and curbs. He further explained that the MUE zoning district permitted the multifamily residential component by right as upper-story residential and that the development also included single-family cottage uses.

Staff expressed support for the project, noting its compliance with applicable development-plan standards and its potential benefits to the surrounding area. The City had also agreed to provide certain sidewalk and parking connections between the development and the hospital.

Ms. Mart emphasized that the City would need to address any necessary parking modifications separately and that the current approval did not grant variances for parking, sidewalks, or landscaping.

Public Comment:
The public comment period was opened. No members of the public spoke for or against the request.

The public comment period was closed.

Staff Analysis:
Mr. Pat Falkner explained that the development-plan process allows flexibility not otherwise available under standard code provisions and includes review of both the site plan and subdivision. He noted that the project incorporates pedestrian-scale development principles, recognizing that some trips may occur on foot and allowing reduced parking requirements where applicable.

Mr. Falkner also described the project as part of the broader redevelopment of South Gloster Street. He cited the area's major employment center, the housing needs of hospital employees, and potential benefits to the nearby West Lee Acres residential neighborhood.

Staff confirmed the plans showed sidewalks and that they would review landscaping details during construction planning. No variances for sidewalks or landscaping were proposed.

Motion and Vote:

- **Action:** Mr. Davis moved to approve MSP26-01 and MAJSUB26-04 for Garfield Commons, Phase One.
- **Second:** Ms. Thompson
- **Vote:** Approved by show of hands. Motion passed unanimously.

Next Steps:
The applicant was directed to submit completed construction plans and an updated plat incorporating the electrical plan. Mr. Newman advised that the plat would be forwarded to the City Council for approval in the coming weeks. Ms. Ellis stated that the updated electrical information was available for review and that the applicant intended to submit for a permit the following day.

The committee confirmed that one motion could cover both the major site plan and major subdivision because the application was processed as a development plan.

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2. RZ26-05: Rezoning Request – (Parcel 079K-30-057-00) tract adjoining Prairie Cove off Chesterville Rd.

Request: Rezone 4.56 acres of the 36.60-acre parent parcel from A/O to LDR to allow continuation of the adjoining existing residential subdivision along Prairie Cove.

Notifications:
Mr. Newman reported that surrounding property owners had been notified of the request and that no responses had been received by staff.

Applicant:
Larry McCord, 6201 Chesterville Rd., Tupelo, MS.

Applicant Larry McCord addressed the Committee and explained that he was requesting rezoning of 4.56 acres adjoining Prairie Cove to allow for potential additional residential development.

Committee members clarified that the request was limited to rezoning the property and did not include approval of a subdivision plat.

During questions, Ms. Mart asked about the pond located within the requested area. Mr. McCord estimated the pond covers approximately 1.4 to 1.5 acres and said he did not intend to fill it. He indicated that portions of the pond could be included within individual lots.

Public Comment:

The public hearing was opened, and the following comments and concerns were presented:

Carol Palmer – 154 Prairie Cove

- Asked whether existing neighborhood deed restrictions regarding minimum home sizes would apply to future development.
- Expressed concern about drainage, explaining that ditches along her property direct water beneath the road and into the pond.
- Raised concerns that filling or reducing the pond could affect drainage for surrounding properties.
- Expressed concern that smaller homes or lots could negatively affect existing property values.

Staff explained that the current request was only for rezoning. Staff will review specific lot sizes and subdivision details during the future platting process. Mr. Newman stated that new lots would need to be compatible with the existing neighborhood, including consideration of surrounding lot sizes.

Robert Hurdle – 146 Prairie Cove

- Expressed concern about existing drainage problems and described water flowing from portions of Chesterville Road and surrounding properties toward the area.
- Raised concerns about the capacity and width of the existing streets to accommodate additional traffic.
- Asked that future development preserve the character of the neighborhood and avoid creating lots that would negatively affect surrounding property values.
- Noted that he would miss the existing pasture and horses on the property.

Phil and Donna Timmons – 172 Prairie Cove

- Expressed concern about losing the existing pasture, pond, and rural views from their home.
- Raised concerns about the potential placement and height of future homes, including the possibility of two-story houses obstructing their view.
- Asked about applicable roof-pitch requirements. Mr. Newman confirmed that the applicable requirements had not changed since 2013.

Louise Pearson – 178 Prairie Cove

- Expressed concern about the pond's appearance and condition during periods when water levels are low.
- Noted that the pond can appear attractive during wetter seasons but may become muddy during late summer and early fall.
- Emphasized the importance of considering the pond's maintenance and drainage function when future lots are designed.

Mr. Newman explained that the pond and its use would be evaluated during the future platting and development review. He noted that ponds may be divided among lots or retained as a separate parcel, depending on the proposed development.

Staff and Committee Discussion:

Mr. Davis clarified that rezoning approval would not authorize the applicant to subdivide or develop the property without further review. The applicant would be required to return to the Committee with a preliminary plat for the proposed subdivision.

Staff explained that the next review would allow evaluation of proposed lot lines, lot sizes, drainage, and other development considerations. Engineering staff may also need to assess the existing street conditions and determine whether additional analysis, such as a traffic study, is necessary.

Mr. Newman stated that the Department of Development Services had no objection to the rezoning request. He reiterated that rezoning would allow the applicant to seek future subdivision approval, and that the proposed lots must be compatible with the surrounding neighborhood.

Committee members acknowledged that rezoning was the first step and that they would address detailed development concerns during subsequent reviews.

Motion and Vote:

- **Action:** Motion by Mr. Davis to **approve** RZ26-05 rezoning request.
- **Second:** Mr. Washington
- **Vote:** Motion carried unanimously.

Next Steps:

Mr. Newman explained that the rezoning request would proceed to the City Council for consideration, likely at the first meeting in November. Development Services will contact the applicant about the meeting schedule, and property owners who received notice of the Planning Committee hearing will also receive notice of the City Council hearing.

If the rezoning is approved by the City Council, the applicant may submit a preliminary plat for the proposed subdivision. Staff would review the plat and present it to the Planning Committee, and surrounding property owners would be notified of the subsequent hearing.

The future review will provide an opportunity to consider subdivision layout, lot sizes, drainage, the pond, street conditions, and compatibility with the existing neighborhood.

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3. RZ26-06: Rezoning Request – (Parcel 076K-23-064-00) landlocked tract adjoining McCullough Blvd.

Request: Rezone 1.023 acres to MUCC to allow coordinated use with the adjoining MUCC property fronting McCullough Blvd.

Notifications:
Mr. Newman reported that surrounding property owners had been notified of the request and that no responses had been received by staff.

Applicant:
Dennis Bonds, Bonds Properties, LLC, 5072 Lackey Lane, Tupelo

Applicant Dennis Bonds explained that the subject property is a landlocked, triangular tract that became separated from the original property during development of the Northshire subdivision to the east. The

frontage property along McCullough Boulevard was subsequently developed for commercial use and is now occupied by Busy Lad.

The owner of the adjoining commercial property expressed interest in purchasing the landlocked tract. Mr. Bonds explained that rezoning would be necessary to facilitate the potential sale and coordinated use of the properties.

During questions, Ms. Mart asked whether the prospective purchaser understood the landscaping buffer requirements between the commercial property and the adjoining residential lots.

Mr. Bonds confirmed that he had discussed the requirement with Zoning staff and that the prospective purchaser was aware of and agreeable to maintaining the required **30-foot landscape buffer**.

Public Comment:

The public hearing was opened, and the public was invited to speak for or against the application. No public comments were received.

The public hearing was subsequently closed.

Staff and Committee Discussion:

Mr. Newman stated that the Department of Development Services had no objection to the request. He explained that the parcel is currently zoned Low-Density Residential but is landlocked between an established residential subdivision and the commercial development along McCullough Boulevard. The existing subdivision plat has left the property without direct frontage access.

Staff supported rezoning the parcel to Mixed Use Commercial Corridor to accommodate its potential combination with the adjoining commercial property.

Ms. Mart asked whether the motion should specifically address the required landscaping buffer. Mr. Newman responded that the Committee could include such a notation, but staff would enforce the buffer requirement as part of the applicable development review process.

No further questions or discussion were recorded.

Motion and Vote:

- **Action:** Motion by Mr. Davis to **approve** RZ26-06 rezoning request.
- **Second:** Mr. Washington
- **Vote:** Motion carried unanimously.

Next Steps:

Mr. Newman stated that Development Services would notify the applicant of the City Council hearing date. Staff anticipated scheduling the matter for the first Tuesday in November.

4. FLEXVAR26-06: Flexible Variance Request – (Parcel 089P-31-228-00) 300 Elliott St.

Request: Flexible variance from the 100- foot residential separation requirement for a proposed establishment with on-premises beer and light wine activity at 300 Elliott St.

Notifications:
Mr. Newman confirmed that surrounding property owners had been notified of the application. Staff had received inquiries from individuals seeking information about the request, and neighborhood residents were present at the meeting.

Before the applicant's presentation, Mr. Newman clarified that the Committee was considering only the requested variance from the 100-foot residential separation requirement, not approval of the overall project. Five residential units were identified within the applicable 100-foot buffer.

Applicant:
David Jones, 211 Second Ave., Saltillo, Architect and representative for the applicant (Kem Coleman)

Mr. Jones explained that 1817 Brewery, currently located in Okolona, plans to relocate its microbrewery operations to The Mill in Tupelo. The project has been divided into phases. The initial phase would focus on beer manufacturing and distribution, without a taproom or on-site beer sales.

Although the taproom and restaurant components are not part of the initial phase, the applicant requested that the board consider the variance now, anticipating a potential second phase that could include a bar and restaurant.

Mr. Jones identified the proposed brewery space as being in the northeast portion of The Mill, near the railroad tracks and the existing event center. He also discussed potential future development on the building's eastern side, including a restaurant and a possible beer garden.

During questions, Mr. Jones clarified that distribution would occur through the parking lot, with trucks loading and unloading products and receiving deliveries of brewing materials. He anticipated relatively infrequent truck activity, possibly about twice per week, and generally involving local delivery or cargo trucks rather than semitrailers. He noted that the brewery's owner was not present to provide exact distribution-volume estimates.

Public Comment:

The public hearing was opened, and the following comments were received:

Jimmy Blaylock – 350 Elliott Street

- Stated that he has lived in the Mill Village neighborhood throughout his life and that his home is among those closest to the project.
- Asked about the location of distribution activities, anticipated truck traffic, and operating hours.
- Mr. Jones explained that distribution would take place in the parking lot and that deliveries and pickups were expected to be relatively infrequent.
- Mr. Blaylock stated that he did not object to the initial distribution operation but wanted clarification that future bar and restaurant phases would receive any additional review required by city code.

The Chairman explained that the Committee would review future phases according to applicable city requirements and return to the Committee if needed.

Greg Pirkle – 4216 Ridgemont, Belden

- Supported the project and stated that the brewery's initial operations would involve distribution.
- Noted that a variance had previously been granted for The Mill in 2017 for the same type of use.
- Expressed confidence that the proposed location would not increase activity in a manner detrimental to surrounding residents.
- Stated that efforts were being made to reduce noise and improve conditions for the surrounding neighborhood.

Laura Dickey – 543 Magazine Street

- Expressed enthusiasm for the proposed development but raised concerns about neighborhood safety, pedestrian safety, traffic, and existing infrastructure.
- Noted that the traffic signal previously located at Elliott and Green Streets had been removed.
- Reported water-main leaks near Magazine and Madison Streets and along the 500 block of Green Street.
- Also raised concerns about playground equipment recently removed from Mill Town Park and the lack of a clear plan for replacement or future park improvements.

The Chairman encouraged Ms. Dickey and other residents to contact Public Works regarding infrastructure concerns. Ms. Mart suggested that Development Services follow up with the appropriate department concerning the park equipment.

Deborah Tierce – 510 South Broadway Street

- Expressed support for the proposed development.
- Stated that the brewery and potential future restaurant would be positive additions to the neighborhood and could attract visitors to Tupelo.
- Expressed interest in seeing the project advance to include a restaurant or similar gathering place.

No further public comments were received, and the public hearing was closed.

Staff and Committee Discussion:

Mr. Newman explained that the property is located in the Mixed-Use Downtown zoning district, while the residential properties within the 100-foot buffer are located in the Mixed Use Residential district. He noted that the separation requirement would not apply in the same manner if the affected residences were located within the Mixed-Use Downtown district.

Staff also confirmed that a variance had been issued in 2017 for The Mill involving the same use. Based on that precedent, the Department of Development Services had no objection to granting the requested variance.

Committee members expressed support for the proposal. The discussion acknowledged that the variance was an initial step in a potentially multiphase development.

Motion and Vote:

- **Action:** Motion by Mr. Leake to **approve** FLEXVAR26-06.
- **Second:** Ms. Mart
- **Vote:** Motion carried unanimously.

Next Steps:

Mr. Newman explained that any appeal must be filed with the City Council Clerk within three days, beginning the day after the meeting. If no appeal is filed, the application will proceed to the City Council for consideration.

Future project phases, including any proposed taproom, bar, restaurant, or beer garden, will be subject to applicable city requirements and any additional review required under the city code.

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5. Proposed Text Amendment

TA26-05- Amend Table 5.3.4.3(2), regarding permitted nonresidential uses within the Mixed-Use Downtown Overlay, specifically the Coliseum Subdistrict.

Notifications:
Mr. Newman confirmed that the required public notice had been published in the newspaper in accordance with applicable requirements. He clarified that individual property-owner notification was not required for this proposed text amendment.

Staff Presentation:

Mr. Newman presented the proposed amendments on behalf of the Department of Development Services. He explained that staff had been working with Downtown Main Street and Lucia Randall to identify needed revisions to the allowed uses within the Coliseum Subdistrict.

Staff indicated that the proposed changes were intended to correct omissions from previous code amendments, streamline development review, and better accommodate existing and anticipated commercial uses in the downtown area.

The following amendments were presented:

Land Use	Proposed Classification
Retail Sales	Use by Right
Restaurants	Change from Compatibility to Use by Right
Financial Institutions	Change from Compatibility to Use by Right
Offices	Change from Compatibility to Use by Right
Medical Offices	Change from Compatibility to Use by Right
Outdoor Dining	Change from Compatibility to Use by Right
Microbreweries and Brewpubs	Add as Use by Right
Offices with Storage	Add as Use by Compatibility
Drive-Through Services	Add as Use by Compatibility

Mr. Newman provided the following explanations:

- **Retail Sales:** Currently not listed as an allowed use within the Coliseum Subdistrict. Staff believes this was an unintended omission from the 2022 code amendments and recommended allowing retail sales by right.
- **Restaurants, Financial Institutions, Offices, Medical Offices, and Outdoor Dining:** Staff recommended changing these uses from compatibility review to uses by right to eliminate unnecessary public hearings for routine commercial activities.
- **Microbreweries and Brewpubs:** Staff recommended adding these uses by right to support downtown commercial development.
- **Offices with Storage:** Staff recommended allowing these uses by compatibility to accommodate existing downtown buildings with office frontage and rear storage areas while retaining oversight.
- **Drive-Through Services:** Staff recommended allowing these uses by compatibility rather than by right, permitting case-by-case review. The proposed bank development in the Coliseum Subdistrict was cited as an example of the need for this provision.

Committee Discussion:
Ms. Mart questioned whether allowing medical offices by right could create conflicts with alcohol-sales distance restrictions, particularly when medical facilities serve children.

City Attorney Ben Logan clarified that pediatric medical offices are not considered protected places under the applicable city ordinance or state law for these purposes. He further explained that medical marijuana establishments are not permitted within the Downtown Overlay District.

Mr. Logan distinguished between local beer-related variance provisions and state statutory restrictions involving protected places such as schools and kindergartens. He confirmed that allowing medical offices by right would not, in itself, create the alcohol-sales conflict raised by Ms. Mart.

Ms. Mart also asked whether the proposed amendments would permit churches. Staff confirmed that the proposed amendments did not add churches as an allowed use within the Coliseum Subdistrict.

Mr. Logan provided additional clarification regarding religious uses within the city, explaining that churches are permitted in various zoning districts but are not listed as allowed uses in certain Downtown Overlay subdistricts and other specified districts. He stated that staff and legal counsel had reviewed these provisions in connection with previous inquiries and potential federal religious land-use considerations.

No additional questions were raised.

Public Comment
The public comment period was opened. No members of the public spoke for or against the amendment.
The public comment period was closed.

Motion and Vote:

- **Action:** Motion by Ms. Mart to **approve TA26-06** the proposed text amendments to Table 5.3.4.3(2) as presented.
- **Second:** Ms. Thompson
- **Vote:** Approved by show of hands.

Additional Business

City Council Review

Acting Chairman Fleitas stated that the City Council would review the Committee's decisions and that Development Services would report the Council's actions at the next Planning Committee meeting.

Upcoming Applications

Mr. Newman reported that at least one application involving the Spring Lake Overlay Design District was anticipated for the next meeting.

Next Meeting Schedule

The following meeting dates were confirmed:

- **Work Session:** Monday, October 26, 2026, at 5:15 p.m.
- **Regular Public Meeting:** Monday, November 2, 2026, at 6:00 p.m.

ADJOURNMENT

- **Action:** Motion by Ms. Mart to adjourn
- **Second:** Ms. Thompson
- **Vote:** Motion carried

Meeting adjourned.

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: BRAD ROBINSON, FIRE CHEIF

DATE 11/03/26

SUBJECT: IN THE MATTER OF THE SURPLUS AND DEMOLITION OF OLD FIRE STATION #5 LOCATED AT 2667 SOUTH GREEN STREET **BR**

Request:

ORDER

AN ORDER DECLARING AS SURPLUS THE STRUCTURE(S) KNOWN AS "OLD FIRE STATION #5 AND LOCATED AT 2613 SOUTH GREEN STREET AND TO AUTHORIZE THE DEMOLITION OF THE SURPLUSED STRUCTURE(S).

WHEREAS, the governing authorities of the City of Tupelo, Mississippi are empowered to act with respect to the care, management and control of municipal affairs and its properties for which no provision has been made by general law and which is not inconsistent with existing law pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972), as amended, including the authority to sell, convey or lease real property on such terms as it may elect that are consistent with statutory authority; and

WHEREAS, the Subject Property to be deemed surplus encompasses all structures lying and being in the Southeast corner of Section 12, Township 10S, Range 5 East, Lee County, Mississippi and located at 2613 South Green Street, known as the "Old Fire Station #5; and

WHEREAS, the Subject Property is no longer needed for municipal or related purposes and is not to be used in the operation of the municipality; and

WHEREAS, it is the desire of the City of Tupelo to demolish the structure(s) located on the Subject Property for the proper municipal purpose of removing blighted conditions and to make the real property marketable for purchase.

NOW, THEREFORE, it is hereby resolved and ordered by the City Council of the City of Tupelo the following:

1. The prefatory paragraphs of this Order are hereby found and determined to be in accordance with the necessary and warranted exercise of its authority regarding the care, management and control of real property, and is in the best interest of the health, safety and welfare of the citizens of the City of Tupelo.

2. The Subject Property and the structures thereon are not needed for governmental or related purposes of the municipality and are hereby found to be declared surplus.

3. The Mayor and City Clerk are authorized to execute all documents necessary for the demolition of the structure(s) located on the Subject Property, subject to the provisions contained in Miss. Code Ann. § 31-7-13 (1972, as amended).

After a full discussion of this matter, Council Member _____moved that the foregoing Order 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 Bryan voted _____
Councilmember Beard voted _____

Councilmember Davis voted _____
Councilmember Nolan 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 order adopted.

WHEREUPON, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the 3rd day of November, 2026.

CITY OF TUPELO, MISSISSIPPI

_____
LYNN BRYAN, City Council President

ATTEST:

_____
SANDY SHUMAKER, Clerk of the Council

APPROVED:

_____
TODD JORDAN, Mayor

_____
DATE

AGENDA REQUEST

TO: Mayor and City Council

FROM: Kelly Knight, Public Works Director

DATE October 26, 2026

SUBJECT: IN THE MATTER OF BID AWARD APPROVAL BID NO. 2026-040PW GLENWOOD CEMETERY RENOVATIONS - **KWK**

Request:

We are requesting the approval to award to the lowest and best bidder for the Glenwood Cemetery Renovations Bid No. 2026-040PW based on the recommendation from Shipman Sloan, Sloan Landscape Architecture to the following –

E3 Construction Corporation dba Master Craft Builders
Bid Amount $330,355.00

Other submittals –

Landscape Services	$338,818.36
CBLA Management	$358,861.57
3D Construction Co.	$486,000.00
Grinder Taber & Grinder Inc.	$537,416.77
Swayze Construction	$684,000.00

Sloan Landscape Architecture

October 23rd, 2026

Kelly Knight, Director of Public Works
City of Tupelo
71 East Troy Street
Tupelo, MS 38804

RE: City of Tupelo, Department of Public Works –
Glenwood Cemetery Renovations, CBN:2026-40PW

Dear Mr. Knight:

Bids were received on October 22nd, 2026, on the above-noted project. The apparent low bidder for this project is E3 Construction Corporation dba Master Craft Builders with a Base Bid of $330,355.00, for a Total Bid amount $330,355.00.

After discussions with yourself and key representatives from the low bidder, it is my recommendation to accept the Base Bid from E3 Construction Corporation dba Master Craft Builders based upon their submitted proposal for the **Total Bid amount of $330,355.00.**

If you have any questions or concerns, please feel free to give me a call at (662) 610-5588.

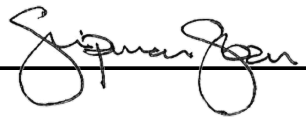
Sincerely,

Shipman Sloan, PLA

pc: Don Lewis, COO; Kim Hanna, Finance; Missy Shelton, Council Clerk
File PN: 25017.00, CBN: 2026-40PW

Contractor:	CBLA Management	Landscape Services	Master Craft Builders	Southwest Design & Landscape	Structural Waterproofing & Restoration
Certificate of Responsibility	26497-MC	09052-SC	23861-MC		
Surety Company	The Ohio Casualty Insurance Company	FCCI Insurance Company	Palomar Casualty and Surety Company		
Addendum Acknowledged	Yes	Yes	Yes		
Base Bid:	$358,861.57	$338,818.36	$330,355.00		

Contractor:	Swayze Construction	Conlee's Landscaping	3D Construction Co	Grinder Taber & Grinder Inc.	J.M. Duncan, Inc.
Certificate of Responsibility	26960-MC		15355-MC	07101-MC	
Surety Company	Palomar Casualty and Surety Company		Palomar Casualty and Surety Company	Liberty Mutual Insurance Company	
Addendum Acknowledged	Yes		Yes	Yes	
Base Bid:	$684,000.00		$486,000.00	$537,416.77	

Certified Correct By: 

P. N. 25017.00
C.B.N 2026-40PW Sloan Landscape Architecture, LLC 09/15/2026

SECTION 00 42 00 PROPOSAL FORM
(Submit in Duplicate)

Bidder's Name: E3 Construction Corp. dba Master Craft Builders

Address: 3905 RC Lane Tupelo, MS 38801

Date: 10/22/26

Project Owner: City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Project Name: Glenwood Cemetery Renovations

Having carefully examined the Contract Documents and all addenda for the referenced Project, as well as the premises and conditions affecting the work, I, the undersigned, propose to furnish all labor, materials, and services required by the Contract Documents in accordance with the conditions of said Contract Documents for the sums set forth below:

Base Bid: Three hundred thirty thousand, three hundred fifty five dollars ($330,355).

I (We) agree to hold our bid open for acceptance for **Forty Five (45) calendar days** from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in **Ninety (90) Calendar Days,** subject to the terms and conditions of the Contract.

By signing this letter, E3 Construction Corp. (insert company name) is certifying that neither E3 Construction Corp. (insert company name) nor any potential subcontractors are debarred or suspended or are otherwise excluded or ineligible for participation in Federal Assistance Programs.

The attached Non-Collusive Form must also be completed, notarized and included when submitting this Proposal. Any requested information not submitted may cause Proposal to be rejected.

Liquidated Damages:
For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; **$500.00 per calendar day.** NO EXTENSIONS WILL BE ALLOWED

As required by Section 00 21 13 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall become the property of the Owner in the event the Agreement and required Bonds are not

executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

Addendum Receipt:
The receipt of the following Addenda to the Bidding Documents is hereby acknowledged:

Addendum No.:	1	Dated:	9/23/26
Addendum No.:	2	Dated:	10/16/26
Addendum No.:	NA	Dated:	NA
Addendum No.:	NA	Dated:	NA

List of Suppliers and Sub-Contractors:
The low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds $50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 00 22 13, Paragraph 5.2.5:

P. N. 25017.00
C.B.N 2026-40PW Sloan Landscape Architecture, LLC 09/15/2026

(complete if a corporation)
Our Corporation is chartered under the laws of the State of Mississippi,
and the names, titles and business addresses of the principal officers are as follows (non-residents Bidders see Section 00 21 13, Paragraph 1.5):

Name	Address (City, State Zip)	Title
Clay Evans	3905 RC Lane Tupelo, MS 38801	President

(complete if in if a partnership)
Our Partnership is composed of the following individuals:

Name	Address (City, State Zip)	Title

Notice of Acceptance of Our Bid May Be Delivered To:

Company Name: E3 Construction Corp. dba Master Craft Builders

Address: 3905 RC Lane Tupelo, MS 38801

Email Address: aidan@mcbuildersms.com **Fax Number:** 662-728-8118

Signed:

Title: President

Certificate of Responsibility Number: 23861-MC

Surety Company Name: Palomar Casualty and Safety

P. N. 25017.00
C.B.N 2026-40PW

Sloan Landscape Architecture, LLC

09/15/2026

Directions for Mailing:
Submit bid papers in sealed envelope marked as indicated in the Instructions to Bidders, inserted in opaque sealed envelope marked as follows:

Address To:

City of Tupelo
City Hall - 1st Floor - Tax Office
Attn: Mrs. Kim Hanna
71 East Troy Street
Tupelo, MS 38804

Project Name:

Glenwood Cemetery Renovations
to be opened at **2:00 p.m. on Thursday October 22nd, 2026**.

P. N. 25017.00
C.B.N 2026-40PW

Sloan Landscape Architecture, LLC

09/15/2026

Subcontractor and Supplier List:

Work Category or Product Description by Section	Subcontractor or Supplier Name	Subcontractor Certificate of Responsibility Number
Landscape	Beauty Lawn & Landscape LLC	20694-SC
Earth work / Demo	Hodges Construction	13510-MC
Fencing	Ivy Fence Co.	24688-SC

P. N. 25017.00
C.B.N 2026-40PW Sloan Landscape Architecture, LLC 09/15/2026

Form of Non-Collusive Affidavit:

AFFIDAVIT

(Prime Bidder shall include this form, completed, with his bid)

State of: Mississippi

County of: Lee

Wesley Clay Evans, being first duly sworn, deposes and says:

That he or she is President the party making the (a partner or officer of the firm of, etc.) foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Tupelo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of: _____
Bidder, if the bidder is an individual:

_____
Partner, if the bidder is partnership

_____
Officer, if the bidder is a corporation:

Subscribed and sworn to before me the 22nd day of October, 2026

_____

My commission expires 1-8-29

STATE OF MISSISSIPPI
BROOK R. LAMBERT
NOTARY PUBLIC
Prentiss County
Commission Expires
January 8, 2029
COMMISSION NUMBER 118758

P. N. 25017.00
C.B.N 2026-40PW Sloan Landscape Architecture, LLC 09/15/2026

SECTION 004516 – BIDDER'S QUALIFICATIONS

QUALIFICATION FORM

As part of their bid, the contractor is required to submit this form. Submission of this form does not constitute qualification. Qualification may be denied for any reasons the Owner deems necessary for the successful completion of the project. In the Owner's absolute discretion, if the prior work of the contractor is deemed unacceptable or if false information is provided, the contractor will be declared a non-responsive bidder. Qualifications shall be given for the current contractor or any associated/prior companies affiliated with the contractor.

PRIOR PROJECT QUESTIONNAIRE

1. In the past 10 (ten) years has the contractor proposed changes to a project to increase the project cost with the request being unapproved?
   YES☐ or **NO**☑
2. In the past 10 (ten) years has the owner or owner's representative given the contractor a notice of default?
   YES☐ or **NO**☑
3. In the past 10 (ten) years has an assessment of liquidated damages on a project been made against the contractor?
   YES☐ or **NO**☑
4. In the past 10 (ten) years has the contractor been accused of submitting pay application request for materials not installed?
   YES☐ or **NO**☑
5. In the past 10 (ten) years has the contractor been accused of deviating from contract documents without following proper procedures required by contract documents?
   YES☐ or **NO**☑
6. In the past 10 (ten) years has the contractor failed to provide a project schedule as required by contract documents?
   YES☐ or **NO**☑
7. In the past 10 (ten) years has the contractor excluded materials and workmanship from project warranties?
   YES☐ or **NO**☑
8. In the past 10 (ten) years has the contractor included wording in closeout documents that contradict warranty requirements specified in contract documents?
   YES☐ or **NO**☑
9. In the past 10 (ten) years has the contractor had a verbal altercation with a project owner or owner's representative?
   YES☐ or **NO**☑

END OF SECTION 004516

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE E3 Construction Corp. dba Master Craft Builders
3905 RC Lane, Tupelo, MS 38801
as Principal, hereinafter called the Principal, and Palomar Casualty and Surety Company
1625 West Causeway Approach, Mandeville, LA 70471
a corporation duly organized under the laws of the State of LA
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Tupelo
71 East Troy Street, Tupelo, MS 38804
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Glenwood Cemetery Renovations Project Number: 25017.00 City Bid Number: 2026-40PW

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22nd day of October , 2026

Brook Rw
(Witness)

E3 Construction Corp. dba Master Craft Builders
(Principal) (Seal)

(Title)

Jordan Carter
(Witness)

Palomar Casualty and Surety Company
(Surety) (Seal)

By:
Attorney-in-Fact Jordan Carter (Title)

AIA DOCUMENT A310 ● BID BOND ● AIA ● FEBRUARY 1970 ED. ● THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

PALOMAR SPECIALTY INSURANCE COMPANY
PALOMAR CASUALTY AND SURETY COMPANY

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Bond Number: Bid Bond **Principal:** E3 Construction Corp. dba Master Craft Builders

Description: Glenwood Cemetery Renovations Project Number: 25017.00 City Bid Number: 2026-40PW

KNOW ALL BY THESE PRESENTS, THAT Palomar Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of Oregon ("***PSIC***"), and Palomar Casualty and Surety Company, duly organized and existing under the laws of Louisiana, ("***PCSC***" and together with PSIC, the "***Companies***" or each "***Company***"), do hereby make, constitute, and appoint:

Jordan Carter

on behalf of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $75,000,000.00.

This Power of Attorney is granted and is signed by facsimile or other electronic transmission under and by the authority of the following Joint Resolutions adopted by the Boards of Directors of Palomar Specialty Insurance Company and Palomar Casualty and Surety Company at meetings duly called and held on the 13th day of March, 2026.

RESOLVED, that any President, or any Executive Vice President, or any Secretary specially authorized to do so by the Boards of Directors of the Companies, and Cullen S. Piske, President of PCSC, be and each of them hereby is authorized and empowered to appoint Attorneys-in-Fact as the business of the Companies may require, or to authorize any person(s) to execute and deliver on behalf of the Companies any bonds, undertakings, and all contracts relating to the surety business of the Companies, and that each or any of them is further authorized to attest to the execution of such Power of Attorney, and to attach the seal of each respective Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of each Company may be affixed to any such Power of Attorney or to any certificate relating thereto by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon each Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

Cullen S. Piske
President
Palomar Casualty and Surety Company

PALOMAR CASUALTY AND SURETY — SEAL — 0001

State of Louisiana
Parish of St. Tammany
On this 13th day of March, 2026, before me, a Notary Public, personally appeared Cullen S. Piske, President of Palomar Casualty and Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the Company as an officer of, and acknowledged said instrument to be the voluntary act and deed, of the Company.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing Joint Resolutions were adopted by the Boards of Directors of the Companies and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Joint Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 13th Day of March, 2026.

Dated and effective this 22nd day, of October, 2026.

PALOMAR SPECIALTY — SEAL — 0001

Angela Grant
Secretary

City of Tupelo, MS, Department of Public Works
Glenwood Cemetery Renovations
PN: 25017.00; CBN: 2026-40PW
October 22, 2026 at 2:00 pm
Bid Opening Sign-In Form

Name/Company Name:	Address:	Phone #:	Fax #:	Email Address:
Jon Todd Duncan 3D Construction	1096 CR 400 Corinth MS	662-665-1296		Jtdunk3dcc@yahoo.com
Chris Bennett / CBLA Management	2309 Hwy 145 Saltillo	662-397-4207		cbennett@cornerstonelandscapes.com
Josh Morgan / Master Craft	3905 RC Lane Tupelo	662-416-3333		Josh@mcbuilders.com
ELLEN HARRISON LANDSCAPE SERVICES	4229 WESTSIDE DR TUPELO, MS	6628424245		ellen@pinktrucks.com
Kelly Knight / COT				Kelly.Knight@tupelo.ms.gov
Suzanne Sloan SLA				
Sue Sloan				
Cole Sutton				
COT				

Huntington Bank
ARENA AND
CONFERENCE CENTER

Tupelo Coliseum Commission
Regular Meeting Minutes
September 28, 2026

Be it is known that the Tupelo Coliseum Commission did meet in regular session on Monday, September 28, 2026, at 3:00 p.m. in the Commerce Room with the following present:

Chair- Darrell Marecle
Vice Chair- Stephanie Coomer
Commission Secretary- Cooper Miller
Commissioner- Keith Henley
Commissioner- Neal McCoy
Commissioner-Jessica Hollinger
Commissioner- Courtney Philpot

Representatives of the City of Tupelo Present:
Kevan Kirkpatrick –Executive Director -Huntington Bank Arena and Conference Center
Leslie Bailey-Office Manager-Huntington Bank Arena
Kim Hanna- CFO

Chair Darrell Marecle called the meeting to order at 3:00 p.m.

Approval of the minutes from August 2026 were discussed. Commission Vice Chair Stephanie Coomer made a motion to approve the minutes as written, seconded by Commissioner Keith Henley. All commission members voted aye; the motion passed.

Financial Report
Kim Hanna discussed the financial report.

Director's Report
Kevan began his report by letting us know he would be traveling to Nashville, October 4th-6th for the 2026 IEBA Conference.

Kevan gave us an update on our past events. We had the 9/11 Memorial Stair Climb on 09/12, and 32 meeting events including Wingate, Charlotte and Missouri football teams.

Kevan also gave an update on our upcoming events. We have 26 meeting events including Digital Information Conference 09/29-30, Missouri Football 10/16-17 and we will be making the ice floor 09/28-10/11

We also announced the Globetrotters today for Feb 1, 2027.

Huntington Bank
ARENA AND
CONFERENCE CENTER

Old Business:
None was discussed

New Business
Disposal of an obsolete 65" tv monitor was discussed to remove from the asset list. Commissioner Cooper Miller made a motion to approve, seconded by Commissioner Jessica Hollinger. All commission members voted aye; the motion passed.

Check Approval:
Check approval of August 2026 was discussed. Commissioner Neal McCoy made a motion to approve, seconded by Commissioner Jessica Hollinger. All commission members voted aye; the motion passed.

Adjournment:
Chair Darrell Marecle adjourned the meeting at approximately 3:20 p.m.

Cooper Miller
Secretary

Darrell Marecle
Chair

AGENDA REQUEST

TO: Mayor and City Council

FROM: Kevan Kirkpatrick, Director Huntington Bank Arena

DATE October 26, 2026

SUBJECT: IN THE MATTER OF APPROVAL OF HUNTINGTON BANK ARENA MINUTES OF SEPTEMBER 28, 2026 **KK**

Request:

PLEASE REVIEW AND ACCEPT MINUTES OF SEPTEMBER 28, 2026 **KK**

AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE October 28, 2026

SUBJECT: IN THE MATTER OF AN EMERGENCY PURCHASE OF THREE (3) 150 kVA THREE PHASE PADMOUNT TRANSFORMERS **JT**

Request:

I respectfully request your approval of an emergency purchase for the following:

- Three (3) 150 kVA 12870 Delta/120/208Y three phase padmount transformers – On October 28, 2026, Howard Industries submitted the lowest quote for these three transformers at $14,402.00 each, for a total of $43,206.00. This cost is subject to review at the time of shipment. The lead time for these transformers is 6-8 weeks ARO.

  Note: The second quote received was from Arkansas Electric in the amount of $14,499.10 each with a lead time of 16-18 weeks.

This emergency purchase is requested due to the following factors:

- Volatility of the metals market and key transformer cost factors beyond the manufacturer's control
- Lead/delivery times

Please let me know if you have any questions.

HOWARD HI INDUSTRIES

Howard Industries, Inc.
Utility Transformer Division
P.O. Box 1588
Laurel, MS 39441-1588
Phone: 601 425 3151
Fax: 601 649 8090

QUOTATION

CUSTOMER COPY

CASEY TURNER
TUPELO WATER & LT. DEPT
PO BOX 1485 ACCT PAYABLE
TUPELO, MS 38802

FOB: DESTINATION
PRICING: * SEE STATEMENT BELOW *
AGENT: HOWARD AGENCY

VALIDITY: 30 DAYS
TERMS: NET 30 DAYS
INQUIRY:

QUOTATION NO: ME-8036
QUOTATION DATE: 10/28/2026
PAGE NO: 1

Item	Qty	Description	Unit Price	Shipment ARO
ITEM 1	3	PRODUCT: 3-PHASE PADMOUNT ANSI C57.12.34 DEAD FRONT SINGLE VOLTAGE KVA: 150 KVA HV: 12870 DELTA 95KV BIL LV: 208Y/120 30KV BIL TAPS: (2) 2-1/2 ABOVE & BELOW IMPED = 4.1 OIL TYPE: MINERAL STOCK NUMBER: CU/CU	$14,402.00	06-08 WKS
ITEM 2	3	PRODUCT: 3-PHASE PADMOUNT ANSI C57.12.34 DEAD FRONT SINGLE VOLTAGE KVA: 150 KVA HV: 12870 DELTA 95KV BIL LV: 208Y/120 30KV BIL TAPS: (2) 2-1/2 ABOVE & BELOW IMPED = 3.6 OIL TYPE: MINERAL STOCK NUMBER: CU/AL QUOTED PER CUSTOMER INQUIRY DATED 9/9/26 NON EVALUATED THREE PHASE PAD DEAD FRONT LOOP FEED SPLIT TAPS WELLS/INSERTS BAYONET FUSING 8 HOLE SPADES ITEM 1 QUOTED WITH COPPER PRIMARY AND SECONDARY WINDINGS ITEM 2 QUOTED WITH COPPER PRIMARY AND ALUMINUM SECONDARY WINDINGS ---------- UPDATING QUOTE TO EXTEND BID VALIDITY UNTIL NOV 15, 2026 **NOTE**	$13,494.00	06-08 WKS

CONTINUED ON NEXT PAGE

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Revision: 1
Authorized: R

Item # 31.

HOWARD HI INDUSTRIES

Howard Industries, Inc.
Utility Transformer Division
P.O. Box 1588
Laurel, MS 39441-1588
Phone: 601 425 3151
Fax: 601 649 8090

QUOTATION

CUSTOMER COPY

CASEY TURNER
TUPELO WATER & LT. DEPT
PO BOX 1485 ACCT PAYABLE
TUPELO, MS 38802

FOB: DESTINATION
PRICING: * SEE STATEMENT BELOW *
AGENT: HOWARD AGENCY

VALIDITY: 30 DAYS
TERMS: NET 30 DAYS
INQUIRY:

QUOTATION NO: ME-8036
QUOTATION DATE: 10/28/2026

Item	Qty	Description	Unit Price	Shipment ARO
		* DUE TO CURRENT COST VOLATILITY, HOWARD INDUSTRIES RESERVES THE RIGHT TO CHANGE PRICES AT ANY TIME TO COVER INCREASES IN THE KEY TRANSFORMER COST FACTORS BEYOND THE COMPANY'S CONTROL. DUE TO COVID-19, LABOR AND RAW MATERIAL SHORTAGES, AS WELL AS OTHER SUPPLY CHAIN DISRUPTIONS, HOWARD INDUSTRIES RESERVES THE RIGHT TO MODIFY LEAD TIMES AT ANY TIME ON BOTH ORDERS THAT HAVE ALREADY BEEN PLACED AND ON FUTURE ORDERS. ORDERS REQUIRING APPROVAL DRAWINGS: LEADTIMES QUOTED ASSUME THAT APPROVAL DRAWINGS WILL BE SIGNED AND RETURNED TO HOWARD INDUSTRIES WITHIN TWO WEEKS OF RECEIPT OF SAID DRAWING. SHOULD THE PROCESS REQUIRE ANY ADDITIONAL TIME BEYOND THESE TWO WEEKS, THAT ADDITIONAL TIME WILL BE ADDED TO THE QUOTED LEADTIME. TRANSFORMERS ON THIS QUOTATION ARE DESIGNED TO COMPLY WITH DOE EFFICIENCY REQUIREMENTS EFFECTIVE FOR COVERED TRANSFORMERS COMPLETING MANUFACTURE BEGINNING JANUARY 1, 2016.		

LAST PAGE

Mary Ellis
SUBMITTED BY MARY ELLIS

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Document: 2
Revision: 1
Authorized: R

Item # 31.

AECI Utility Solutions

sales@aeci.com

800- 451- 8061

QUOTE

Entered By

JAROD KREBS

jarod.krebs@aeci.com

Created On: 10/24/26

Quote: 20018379

Customer Info: CITY OF TUPELO

320 N FRONT ST TUPELO MS 38804-4014

Notes:

Invoice Text:

Line Item High Level	Item Number Item Description	Customer Item# Est. Delivery	Qty UOM	Unit Price	Ext Price
10	NEW_INV_DIRECT NEW INVENTORY DIRECT SHIP MATERIAL ITEM NOTES:- ERMCO 150KVA 12870-208/120 W/TAPS 3PH PAD 16-18 WK LEAD	 10/08/26	3.000 EA	$14,499.10 1 EA	$43,497.30
				Sub Total	$43,497.30
				Freight and Surcharge	$0.00
				Quote Total	$43,497.30

Jared Krebs

Standard Terms and Conditions apply to any sale of goods by Arkansas Electric Cooperatives, Inc. Sales tax is NOT included. You can find out Terms and Conditions at https://www.poweredbyaeci.com/wp-content/uploads/Sales-Contract-Final.pdf. These terms shall be incorporated by reference into any order or other agreement for sale and purchase of goods between AECI and our customers of any such goods.

ORDER

ORDER AUTHORIZING EMERGENCY PURCHASE OF
THREE (3) 150 kVA THREE PHASE PADMOUNT TRANSFORMERS

WHEREAS, the Tupelo Water and Light Department has nearly exhausted its supply of 150 kVA three phase padmount transformers; and

WHEREAS, in order to replenish these transformers, quotes for three (3) 150 kVA three phase padmount transformers were obtained, and on October 28, 2026, Howard Industries submitted the lowest and best quote for these three (3) transformers at $14,402.00 each, for a total of $43,206.00; and

WHEREAS, due to the lead time of six (6) to eight (8) weeks for these transformers, Howard Industries would not hold the quote, and the cost is subject to review at the time of shipment; and

WHEREAS, the manufacturer cited the volatility of the metals market and other key factors beyond the manufacturer's control for being unable to guarantee the pricing; and

WHEREAS, an emergency purchase is authorized by Miss. Code Ann. § 31-7-13(k) to allow governing authorities to emergency purchase where it would otherwise be a detriment to the interest of the municipality to allow time for obtaining firm quotes and issuing purchase orders; and

WHEREAS, these materials and supplies are critical to placement of new and replacement of existing electrical projects, and the lead times involved between order and delivery pose an emergency of running out of these supplies and materials.

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

SECTION 1. The prefatory clauses above are incorporated in the findings of the City Council.

SECTION 2. The City Council finds that further delay will be detrimental to the city, and an emergency purchase is required to order the materials and supplies without a firm delivery price.

SECTION 3. The Water and Light Department is authorized on an emergency basis to order these transformers without a firm delivery price.

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

Councilman Chad Mims	_____
Councilman Lynn Bryan	_____
Councilman Travis Beard	_____
Councilwoman Nettie Davis	_____
Councilman Bentley Nolan	_____
Councilwoman Janet Gaston	_____
Councilwoman Rosie Jones	_____

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance has been passed and adopted on this the _____ day of November, 2026.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Lynn Bryan, President

ATTEST:

_____
Sandy Shumaker, Clerk of the Council

APPROVED:

_____
Todd Jordan, Mayor

Date: _____

AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE October 29, 2026

SUBJECT: IN THE MATTER OF APPROVAL OF AN ORDER AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT OR NEAR 320 S. CHURCH STREET **SR**

Request:

This property is presently owned by the St. Luke Food Pantry, and it is no longer needed for their purposes. The City desires to purchase the property for the purchase of incorporating it into adjacent developable property owned by the City.

AN ORDER AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PURCHASE AGREEMENT WITH THE ST. LUKE FOOD PANTRY FOR THE PURCHASE OF REAL PROPERTY LOCATED AT OR NEAR 320 SOUTH CHURCH STREET

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

WHEREAS, the City of Tupelo desires to purchase the following described real property (the "Subject Property") presently owned by the St. Luke Food Pantry:

TRACT A:
Commencing at the Southwest Corner of the intersection of Magazine and Church Streets, and run thence South along the West line of Church Street for 120.00 feet to an iron pin (set) for a point of beginning; thence run South 89 degrees 42 minutes 48 seconds West parallel with Magazine Street for a distance of 250.00 feet to an iron pin (set) on the East line of Frisco Alley; thence run South along the East line of Frisco Alley for a distance of 102.00 feet to an iron pin (set); thence run North 89 degrees 42 minutes 48 seconds East for a distance of 250.00 feet to an iron pin (set) on the West line of Church Street; thence run North along the West line of Church Street for a distance of 102.00 feet to the point of beginning.

All lying and being in the Southeast Quarter of Section 31, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi, and containing 0.585 acres, more or less.

Being that property conveyed by Franklin Collection Service, Inc., to the Trustees of First United Methodist Church of Tupelo by Warranty Deed dated December 30, 2002, and recorded as Instrument Number 0221621 in the Land Records of Lee County, Mississippi, and conveyed to First United Methodist Church of Tupelo, Inc., by Warranty Deed dated November 9, 2010, and recorded as Instrument Number 2010014795 in the Land Records of Lee County, Mississippi.

TRACT B:
Commencing at the Southwest Comer of the intersection of Magazine and Church Streets, and run thence South along the West line of Church Street for 222.00 feet to an iron pin (set) for a point of beginning; thence run South 89 degrees 42 minutes 48 seconds West parallel with Magazine Street for a distance of 250.00 feet to an iron pin (set) on the East line of Frisco Alley; thence run South along the East line of Frisco Alley for a distance of 51.00 feet to an iron pin (set); thence run North 89 degrees 42 minutes 48 seconds East for a distance of 250.00 feet to an iron pin (set) on the West line of Church Street; thence run North along the West line of Church Street for a distance of 51.00 feet to the point of beginning,

All lying and being in the Southeast Quarter of Section 31, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi, and containing 0.29 acres, rnore or less,

Being that property conveyed by Rufus W. Caldwell, Sr. and Lee Pryor Caldwell to the Trustees of First United Methodist Church of Tupelo by Warranty Deed dated December 31, 2002, and recorded as Instrument Number 0300005 in the Land Records of Lee County, Mississippi, and conveyed to First United Methodist Church of Tupelo, Inc., by Warranty Deed dated November 9, 2010, and recorded as Instrument Number 2010014795 in the Land Records of Lee County, Mississippi.

WHEREAS, in compliance with the provision of Miss. Code Ann. § 43-37-3 (1972), as amended, governing the acquisition of real property using public funds, the City of Tupelo has negotiated a contract (*see* **Exhibit "A"**) for the purchase of the Subject Property from the St. Luke Food Pantry, for the best negotiated price of One Hundred and Ninety Thousand Dollars ($190,000); and

WHEREAS, the City of Tupelo finds the purchase of property located at 320 South Church Street in the City of Tupelo to be in accordance with the proper municipal purpose of blight elimination and the addition of green space to be in the best interest of the economic development and economic interests of the city; and

WHEREAS, the City of Tupelo has obtained an appraisal of the real property located at 320 South Church Street, and said appraisal valuing the same at Two Hundred Forty Thousand Dollars and Zero Cents ($240,000.00) (attached as **Exhibit "B"**).

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

1. The prefatory paragraphs of this Order are hereby found and determined to be in accordance with the necessary and warranted exercise of the authority of the City of Tupelo by purchasing necessary interests in the real property for the purposes of elimination of a blighted area and are therefore incorporated herein.

2. The Mayor and City Clerk for the City of Tupelo are hereby authorized by the City Council to enter into the Purchase Agreement attached herewith to purchase the Subject Property in accordance with the terms of the Agreement.

3. The Mayor and City Clerk are further authorized to execute any documents necessary to effectuate the purchase of the Subject Property. The contract and acceptance of deed will be ratified subsequent to closing.

After a full discussion of this matter, Council Member _____ moved that the foregoing Order be adopted and said motion was seconded by Council Member

_____ and with there being no request that it be read aloud, the question as put to a vote, with the results were as follows:

Councilmember Mims voted	_____
Councilmember Bryan voted	_____
Councilmember Beard voted	_____
Councilmember Davis voted	_____
Councilmember Nolan 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 order adopted.

WHEREUPON, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the _____day of _____, 2026.

CITY OF TUPELO, MISSISSIPPI

By: _____
LYNN BRYAN
City Council President

ATTEST:

_____
SANDY SHUMAKER, Clerk of the Council

APPROVED:

_____
TODD JORDAN, Mayor

_____
DATE

EXHIBIT "A"

CONTRACT OF PURCHASE

THIS AGREEMENT entered into this the _____ day of _____, 2026, by and between **ST. LUKE FOOD PANTRY,** (hereinafter referred to as "Seller" or "Grantor"), and the **CITY OF TUPELO, MISSISSIPPI**, a municipal corporation existing under the laws of the State of Mississippi **(**hereinafter referred to as "Purchaser" or "Buyer" or "Grantee"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

The Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to certain real property located at or near 314 CHURCH STREET in the City of Tupelo, Mississippi, hereinafter the "Subject Property," and the purchase shall be subject to the terms stated herein. The Subject Property is more particularly described below:

EXHIBIT "A"

1. PRICE. The purchase price of the Subject Property shall be One Hundred Ninety Thousand Dollars ($190,000) being the best negotiated price and the fair market value as determined by a Mississippi licensed real estate appraiser. The Seller acknowledges this to be just compensation. The purchase price is due and payable at closing.

2. CLOSING. Seller shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property free of all liens, encumbrances, defects and clouds on title, whether of record or not, and with taxes not delinquent. If any defects to title exist, Seller shall have the right to cure any such defects at closing. In the event that any defects to title cannot be cured by the date of closing, or if the curing of any defects would be otherwise impracticable, Purchaser shall have the right to terminate its obligations under this agreement. The Subject Property shall be subject to covenants, zoning, and other regulations of record in effect in the City of Tupelo, Lee County, Mississippi, and rights of way and easements for public roads, flowage and utilities whether of record or not.

3. CLOSING COSTS. Buyer and Seller shall split all closing costs. The closing of the Subject Property shall be facilitated by a licensed Mississippi attorney of the Buyer's choosing.

4. PROPERTY TAXES. Property taxes shall be prorated as of the date of closing.

5. PROPERTY CONDITION. The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing.

6. CLOSING AND POSSESSION. Seller and Purchaser shall work together to reasonably set a time for closing, November 30, 2026, or at the earliest time for each party. Possession shall take place immediately at closing.

7. SPECIAL PROVISIONS. The Grantor and the Grantee agree that as additional consideration for the purchase of the Subject Property, the Grantee agrees subsequent to closing to relocate at its own expense, a metal carport presently located on the Subject Property to a location of the Grantor's choosing within the city limits of Tupelo, Mississippi.

8. COMMISSION. Seller and Purchaser each represent and warrant that they are not represented by a real estate broker and that no real estate commissions are due in regard to the sale of the subject property as detailed in this agreement.

9. GOVERNING LAW. This agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.

10. VENUE. In the event that either party brings any action concerning the terms of this agreement, the jurisdiction for such action shall vest in the state courts of Mississippi having jurisdiction over the City of Tupelo, Lee County, Mississippi.

11. DEFAULT. If the sale of the Real Property does not close as a result of default by either party hereunder, the non-defaulting party may seek specific performance and/or recover its damages.

12. SEVERABILITY. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

13. ACCEPTANCE AND RATIFICATION. The terms of this agreement shall be subject to ratification by the governing authorities of the City of Tupelo, Mississippi. The Deed to the Subject Property is subject to acceptance by the Buyer's governing authorities.

14. NOTICE. All notices concerning this Agreement shall be sent via United States Mail First Class, postage prepaid to the persons and addresses listed below.

PURCHASER:	**SELLER:**
City of Tupelo, Mississippi	ST. Luke Food Pantry
Attn: Stephen N. Reed	412 W Main Street
PO Box 1485	Tupelo, MS 38804
Tupelo, MS 38802-1485	_____

15. AMENDMENT. Any amendments to this agreement shall be made in writing and signed by both the Buyer and Seller.

16. ENTIRE AGREEMENT. This writing contains the entire Agreement of the Parties signed in two (2) duplicate originals.

IN WITNESS WHEREOF, each of the Parties hereto have signed this Agreement on this the _____ day of _____, 2026.

BUYER:

CITY OF TUPELO, MISSISSIPPI

_____
Todd Jordan, its mayor

ATTEST:

_____
Kim Hanna, CFO/City Clerk

SELLER:

ST. LUKE FOOD PANTRY

By:_____

Its: _____

EXHIBIT "A"

TRACT A:
Commencing at the Southwest Corner of the intersection of Magazine and Church Streets, and run thence South along the West line of Church Street for 120.00 feet to an iron pin (set) for a point of beginning; thence run South 89 degrees 42 minutes 48 seconds West parallel with Magazine Street for a distance of 250.00 feet to an iron pin (set) on the East line of Frisco Alley; thence run South along the East line of Frisco Alley for a distance of 102.00 feet to an iron pin (set); thence run North 89 degrees 42 minutes 48 seconds East for a distance of 250.00 feet to an iron pin (set) on the West line of Church Street; thence run North along the West line of Church Street for a distance of 102.00 feet to the point of beginning.

All lying and being in the Southeast Quarter of Section 31, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi, and containing 0.585 acres, more or less.

Being that property conveyed by Franklin Collection Service, Inc., to the Trustees of First United Methodist Church of Tupelo by Warranty Deed dated December 30, 2002, and recorded as Instrument Number 0221621 in the Land Records of Lee County, Mississippi, and conveyed to First United Methodist Church of Tupelo, Inc., by Warranty Deed dated November 9, 2010, and recorded as Instrument Number 2010014795 in the Land Records of Lee County, Mississippi.

TRACT B:
Commencing at the Southwest Comer of the intersection of Magazine and Church Streets, and run thence South along the West line of Church Street for 222.00 feet to an iron pin (set) for a point of beginning; thence run South 89 degrees 42 minutes 48 seconds West parallel with Magazine Street for a distance of 250.00 feet to an iron pin (set) on the East line of Frisco Alley; thence run South along the East line of Frisco Alley for a distance of 51.00 feet to an iron pin (set); thence run North 89 degrees 42 minutes 48 seconds East for a distance of 250.00 feet to an iron pin (set) on the West line of Church Street; thence run North along the West line of Church Street for a distance of 51.00 feet to the point of beginning,

All lying and being in the Southeast Quarter of Section 31, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi, and containing 0.29 acres, rnore or less,

Being that property conveyed by Rufus W. Caldwell, Sr. and Lee Pryor Caldwell to the Trustees of First United Methodist Church of Tupelo by Warranty Deed dated December 31, 2002, and recorded as Instrument Number 0300005 in the Land Records of Lee County, Mississippi, and conveyed to First United Methodist Church of Tupelo, Inc., by Warranty Deed dated November 9, 2010, and recorded as Instrument Number 2010014795 in the Land Records of Lee County, Mississippi.

EXHIBIT "B"

Appraisal Report of



MIXED-USE PROPERTY

314 S. CHURCH STREET
TUPELO, MISSISSIPPI 38804

RESTRICTED APPRAISAL REPORT

Requested By

Mr. Tanner Newman
City of Tupelo

Effective Date of Appraisal

August 27, 2026

Appraised By

C. Kyle Rogers
Rogers Appraisal Company
State Certified General Appraiser
License Number GA-943

ROGERS APPRAISAL COMPANY
Real Estate Appraisals / Consultation / Review

C. KYLE ROGERS
JERRY HOLLINGSWORTH

www.rogersappraisals.com

112 SOUTH BROADWAY
TUPELO, MS 38804
662. 842.9200
FAX 662.844.4324

August 28, 2026

Mr. Tanner Newman
City of Tupelo

Re: Mixed-Use Property
314 S. Church Street
Tupelo, Mississippi 38804

Mr. Newman:

In accordance with your request, I personally inspected the above captioned property on August 27, 2026, and have considered available data pertinent to the estimation of its fee simple market value. The following restricted appraisal report is intended to be used internally by you, our client, or your representatives. This appraisal is contingent upon the information as shown in this report, as carefully gathered by the appraiser and provided by parties such as the client, being correct and accurate. Further, the appraiser did not inspect the interior of the improvements; it is assumed the size, layout, finish and condition of the interior is as described in this report. These contingencies are considered to be extraordinary assumptions, which are defined on page 15 of this report. No other extraordinary assumptions or hypothetical conditions are applicable.

The subject property has access to all typical city utilities of sufficient capacity and municipal services are available to the sites. No easements or encroachments are known to exist that would adversely affect the marketability or legal uses of the subject property. According to FEMA Flood Map 28081C0164F, dated October 16, 2013, the subject property is located in Flood Zone X, an area not inundated by 100-year flooding. A flood map is located in the addenda of this report.

The subject, which is located at 314 S. Church Street, involves approximately 0.88 acres of generally level land that is at road grade. The acreage amount was taken from provided data and the Lee County Tax Assessor's office. The subject is improved with an approximate 6,892 square foot building. Further description is on a later page.

As requested, I have completed an appraisal analysis of the subject real estate and this letter provides you with an opinion of its current market value based on our research of quantitative and qualitative data within the subject real estate market. We have employed all generally accepted valuation techniques relevant to valuing the subject property, which in this case involves the Sales Comparison Approach. To report the opinion of values developed, we have performed a restricted appraisal as defined by the Uniform Standards of Professional Appraisal Practice. Our scope of work in determining the overall market value opinion for the property under appraisement is

outlined within our report. This restricted appraisal report sets forth only our conclusions and all other supporting documentation is retained within our work file. Because this is a restricted appraisal report, its use is intended for the specific needs of the client which were given to the appraisers as a scope of work. That use is for internal business decisions by the City of Tupelo. Reliance on this appraisal report or the information or conclusions within it by a third-party is strictly prohibited.

The highest and best use of the subject, as vacant and improved, is for single-family residential purposes. The zoning of the subject is MUR, Mixed-Use Residential District, as shown by the City of Tupelo.

The Sales Comparison Approach to value was utilized. A number of similar sales that have transacted in the comparable real estate market have been compared directly with the property under appraisement. The sales data utilized has been verified by the appraisers and is considered the best available for indication a range of current market value for the subject property.

The last phase of any valuation assignment in which indications derived from market data are resolved into a final value opinion, is the reconciliation process. The reconciled value indication may be either a final range of value or a single point estimate. The value indications are tested for the appropriateness of the approaches, adjustments applied, accuracy of the data considered, and the quantity of evidence is analyzed. As a result of our analysis, after considering all those factors which affect value, it is concluded that the market value of the subject, as of August 27, 2026, and subject to the attached assumptions and limiting conditions, is as follows:

$240,000
TWO HUNDRED FORTY THOUSAND DOLLARS

The market value opinion set forth in this appraisal report assumes responsible ownership and professional management and marketing of the subject property. This valuation is also subject to the hypothetical conditions, extraordinary assumptions, and additional limiting conditions as attached herein. At the request of the client, we will form an opinion of the market value for the subject property for internal business decisions.

Respectfully submitted,

C. Kyle Rogers
State Certified General Appraiser
License Number GA-943

AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE October 29, 2026

SUBJECT: IN THE MATTER OF APPROVAL OF AN ORDER AUTHORIZING THE PURCHASE OF PROPERTY AT 296 ELVIS PRESLEY DRIVE **SR**

Request:

The Elvis Presley Memorial Foundation is donating $196,000 to the City of Tupelo to assist in the purchase of real property located adjacent to the Elvis Presley Birthplace with a physical address of 296 Elvis Presley Drive. The purchase of this property will assist the City and the Elvis Presley Memorial Foundation in the expansion of the Birthplace grounds to allow for additional parking.

AN ORDER AUTHORIZING THE PURCHASE CERTAIN REAL PROPERTY LOCATED AT 296 ELVIS PRESLEY DRIVE

WHEREAS, the governing authorities of the City of Tupelo are empowered to act with respect to the care, management and control of municipal affairs and its properties for which no provision has been made by general law and which is not inconsistent with existing law pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972), as amended, including the authority to purchase real property as determined by the city to be for a proper municipal purpose; and

WHEREAS, Twinnette Wallace is the owner of real property identified as Lee County Tax Parcel # 088J-33-052-00, located at 296 Elvis Presley Drive, lying in the City of Tupelo, Lee County, Mississippi ("Subject Property") and fully described as follows:

> COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 33. TOWNSHIP 9 SOUTH, RANGE 6 EAST, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI; AND RUN SOUTH 150 FEET; THENCE WEST 656.5 FEET; THENCE SOUTH 174.5 FEET; THENCE NORTH 70 DEGREES 30 MINUTES WEST 92.2 FEET FOR A POINT OF BEGINNING; THENCE NORTH 29 DEGREES, 30 MINUTES EAST 167.7 FEET; THENCE NORTH 38 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SHADY LAKE ROAD; THENCE NORTH 69 DEGREES, 07 MINUTES WEST ALONG SAID RIGHT-OF-WAY LINE, 101.9 FEET TO THE EAST RIGHT-OF-WAY LINE OF ELVIS PRESLEY BOULEVARD; THENCE SOUTH 70 DEGREES, 07 MINUTES WEST ALONG SAID RIGHT-OF-WAY LINE 193 FEET; THENCE SOUTH 57 DEGREES. 40 MINUTES EAST ALONG THE NORTH LINE OF THE DUNN LINE 143 FEET; THENCE SOUTH 27 DEGREES, 20 MINUTES WEST ALONG THE EAST LINE OF THE DUNN LOT 50 FEET TO AN OLD IRON PIPE; THENCE SOUTH 70 DEGREES 30 MINUTES EAST 102.8 FEET TO THE POINT OF BEGINNING. SAID LOT LYING AND BEGINNING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 9 SOUTH, RANGE 6 EAST, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI.

WHEREAS, in compliance with the provision of Miss. Code Ann. § 43-37-3 (1972), as amended, governing the acquisition of real property using public funds, the City of Tupelo has negotiated a contract (attached as **Exhibit "A"**) for the purchase of the Subject Property, for the best negotiated price of Two Hundred and Neinty-Five Thousand Dollars ($295,000); and

WHEREAS, the City of Tupelo finds the purchase of the Subject Property to be in accordance with the proper municipal purpose of encouraging tourism, travel and contributing to an increased quality of life for residents by expanding the grounds, parking and visitors' spaces at the Elvis Presley Birthplace and Museum; and

WHEREAS, the City of Tupelo has obtained an appraisal of the Subject Property and said appraisal valuing the same at Two Hundred and Ninety-Five Thousand Dollars ($295,000) (attached as **Exhibit "B"**).

NOW THEREFORE, it is hereby resolved and ordered by the City Council of Tupelo as follows:

1. The prefatory paragraphs of this Order are hereby found and determined to be in accordance with the necessary and warranted exercise of the authority of the City of Tupelo by securing necessary interests in the real property for the purpose of expanding recreational and tourism opportunities in the City of Tupelo by expanding the grounds of the Elvis Presley Birthplace and Museum.

2. The Mayor and City Clerk are hereby authorized to execute the attached purchase contract and to purchase from TWINETTE WALLACE, the Subject Property for the amount of Two Hundred and Ninety Five Thousand Dollars and No Cents, ($295,000.00), plus the costs of closing as stipulated in the attached agreement.

After a full discussion of this matter, Council Member _____moved that the foregoing Order be adopted and said motion was seconded by Council Member _____ and with there being no request that it be read aloud, the question was put to a vote and the results were as follows:

Councilmember Mims voted _____
Councilmember Bryan voted _____
Councilmember Beard voted _____
Councilmember Davis voted _____
Councilmember Nolan 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 Order adopted.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the __ day of _____ 2026.

CITY OF TUPELO, MISSISSIPPI

By: _____
LYNN BRYAN
City Council President

ATTEST:

_____
SANDY SHUMAKER, Clerk of the Council

APPROVED:

_____
TODD JORDAN, Mayor

_____
DATE

EXHIBIT "A"

CONTRACT OF PURCHASE

THIS AGREEMENT entered into this the _____ day of _____, 2026, by and between **TWINETTE WALLACE,** (hereinafter referred to as "Seller"), and the **CITY OF TUPELO, MISSISSIPPI**, a municipal corporation existing under the laws of the State of Mississippi **(**hereinafter referred to as "Purchaser" or "Buyer"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

The Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to certain real property located at or near 296 ELVIS PRESLEY DRIVE in the City of Tupelo, Mississippi, hereinafter the "Subject Property," and the purchase shall be subject to the terms stated herein. The Subject Property is more particularly described below:

EXHIBIT "A"

1. PRICE. The purchase price of the Subject Property shall be Two Hundred Ninety-Five Thousand Dollars ($295,000) being the best negotiated price and the fair market value as determined by a Mississippi licensed real estate appraiser. The Seller acknowledges this to be just compensation. The purchase price is due and payable at closing.

2. CLOSING. Seller shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property free of all liens, encumbrances, defects and clouds on title, whether of record or not, and with taxes not delinquent. If any defects to title exist, Seller shall have the right to cure any such defects at closing. If any defects to title cannot be cured by the date and time of closing, or if the curing of any defects would be otherwise impracticable, Purchaser shall have the right to terminate its obligations under this agreement. The Subject Property shall be subject to covenants, zoning, and other regulations of record in effect in the City of Tupelo, Lee County, Mississippi, and rights of way and easements for public roads, flowage and utilities whether of record or not.

3. CLOSING COSTS. Buyer and Seller shall split all closing costs. The closing of the Subject Property shall be facilitated by a licensed Mississippi attorney of the Buyer's choosing.

4. PROPERTY TAXES. Property taxes shall be prorated as of the date of closing.

5. PROPERTY CONDITION. The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing.

6. CLOSING AND POSSESSION. Seller and Purchaser shall work together to reasonably set a time for closing to occur not later than November 30, 2026. Possession will take place immediately at closing.

7. COMMISSION. Seller and Purchaser each represent and warrant that they are not represented by a real estate broker and that no real estate commissions are due regarding the sale of the subject property as detailed in this agreement.

8. GOVERNING LAW. This agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.

9. VENUE. If either party brings any action concerning the terms of this agreement, the jurisdiction for such action shall vest in the state courts of Mississippi having jurisdiction over the City of Tupelo, Lee County, Mississippi.

10. DEFAULT. If the sale of the Real Property does not close because of default by either party hereunder, the non-defaulting party may seek specific performance and/or recover its damages.

11. SEVERABILITY. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

12. ACCEPTANCE AND RATIFICATION. The terms of this agreement shall be subject to ratification by the governing authorities of the City of Tupelo, Mississippi. The Deed to the Subject Property is subject to acceptance by the Buyer's governing authorities.

13. NOTICE. All notices concerning this Agreement shall be sent via United States Mail First Class, postage prepaid to the persons and addresses listed below.

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

SELLER:
Twinette Wallace
296 Elvis Presley Drive
Tupelo, MS 38804
_____

14. AMENDMENT. Any amendments to this agreement shall be made in writing and signed by both the Buyer and Seller.

15. ENTIRE AGREEMENT. This writing contains the entire Agreement of the Parties signed in two (2) duplicate originals.

IN WITNESS WHEREOF, each of the Parties hereto have signed this Agreement on this the _____ day of _____, 2026.

SIGNATURES ON FOLLOWING PAGE

BUYER:

City of Tupelo, Mississippi

_____
Todd Jordan, its Mayor

ATTEST:

_____
Kim Hanna, CFO/City Clerk

SELLER:

_____
Twinette Wallace

EXHIBIT "A"

296 Elvis Presley Drive (Parcel No. 088J-33-052-00)

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 33. TOWNSHIP 9 SOUTH, RANGE 6 EAST, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI; AND RUN SOUTH 150 FEET; THENCE WEST 656.5 FEET; THENCE SOUTH 174.5 FEET; THENCE NORTH 70 DEGREES 30 MINUTES WEST 92.2 FEET FOR A POINT OF BEGINNING; THENCE NORTH 29 DEGREES, 30 MINUTES EAST 167.7 FEET; THENCE NORTH 38 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SHADY LAKE ROAD; THENCE NORTH 69 DEGREES, 07 MINUTES WEST ALONG SAID RIGHT-OF-WAY LINE, 101.9 FEET TO THE EAST RIGHT-OF-WAY LINE OF ELVIS PRESLEY BOULEVARD; THENCE SOUTH 70 DEGREES, 07 MINUTES WEST ALONG SAID RIGHT-OF-WAY LINE 193 FEET; THENCE SOUTH 57 DEGREES. 40 MINUTES EAST ALONG THE NORTH LINE OF THE DUNN LINE 143 FEET; THENCE SOUTH 27 DEGREES, 20 MINUTES WEST ALONG THE EAST LINE OF THE DUNN LOT 50 FEET TO AN OLD IRON PIPE; THENCE SOUTH 70 DEGREES 30 MINUTES EAST 102.8 FEET TO THE POINT OF BEGINNING. SAID LOT LYING AND BEGINNING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 9 SOUTH, RANGE 6 EAST, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI.

EXHIBIT "B"



[redacted]

APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

296 Elvis Presley Drive
Tupelo, MS 38801

for

Twinette Wallace

as of

05/28/2026

by

Joel Zimmerman
PO Box 2972
Tupelo, MS 38803

Zimmerman Appraisal Co. LLC

Zimmerman Appraisal Co. LLC
PO Box 2972
Tupelo, MS 38803
(662) 322-3698

June 1, 2026

Twinette Wallace

Property -	296 Elvis Presley Drive Tupelo, MS 38801
Borrower -	N/A
File No. -	ZA260530
Case No. -	

In accordance with your request, I have prepared an appraisal of the real property located at 296 Elvis Presley Drive, Tupelo, MS.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the Summary Appraisal which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 05/28/2026 is :

$295,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. I look forward to serving you in the future.

Respectfully submitted,

Zimmerman Appraisal Co., LLC

Joel Zimmerman
MS Certification #RA-781

AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE October 29, 2026

SUBJECT: IN THE MATTER OF APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TUPELO AND THE ELVIS PRESLEY MEMORIAL FOUNDATION CONCERNING THE PURCHASE OF PROPERTY AT 296 ELVIS PRESLEY DRIVE **SR**

Request:

The Elvis Presley Memorial Foundation is donating $196,000 to the City of Tupelo to assist in the purchase of real property located adjacent to the Elvis Presley Birthplace with a physical address of 296 Elvis Presley Drive. The purchase of this property will assist the City and the Elvis Presley Memorial Foundation in the expansion of the Birthplace grounds to allow for additional parking.

MEMORANDUM OF AGREEMENT

BETWEEN THE ELVIS PRESLEY MEMORIAL FOUNDATION

AND THE CITY OF TUPELO, MISSISSIPPI

This Memorandum of Agreement ("Agreement") is entered into as of the ____ day of _____, 2026 ("Effective Date"), by and between THE ELVIS PRESLEY MEMORIAL FOUNDATION ("Foundation") and the CITY OF TUPELO, MISSISSIPPI, a municipal corporation organized under the laws of the State of Mississippi ("City"). The Foundation and the City may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City owns certain real property located at 306 Elvis Presley Drive, Tupelo, Mississippi, commonly referred to as the Elvis Presley Birthplace and Museum, its associated improvements, and the grounds/campus upon which which said improvements are located ("Birthplace Property"); and

WHEREAS, the Foundation is the present tenant of the Birthplace Property as evidence by that Lease Agreement executed by the Parties on or about June 7, 2011 and being on file in the land records of Lee County, Mississippi in the office of the Lee County Chancery Clerk as Document No. 2011007352; and

WHEREAS, the Parties mutually desire to expand the footprint of the Birthplace Property by acquiring adjacent property located at 296 Elvis Presley Boulevard (Lee County Tax Parcel No. 088J-33-052-00) ("Subject Property") to be used for the benefit of the Elvis Presley Birthplace and Museum; and

WHEREAS, the Foundation desires to provide financial support to the City in the amount of One Hundred Ninety-Five Thousand Dollars ($195,000.00) to assist the City in purchasing the Subject Property for the proper municipal purpose of expanding the Birthplace Property; and

WHEREAS, the City desires to accept the donation subject to the terms and conditions set forth in this Agreement and to use the donated funds solely for the real property acquisition described in this Agreement; and

WHEREAS, the Parties wish to memorialize their respective understandings concerning the donation and its permitted use;

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the Parties agree as follows:

1. Donation

The Foundation agrees to donate to the City the sum of One Hundred Ninety-Five Thousand Dollars ($195,000.00) (the "Donation"). The Donation shall be paid by check or wire transfer to the City in accordance with payment instructions provided by the City. The City shall acknowledge receipt of the Donation in writing. This Donation shall be subject to acceptance by the governing authorities of the City.

2. Restricted Purpose

The City shall use the Donation solely to purchase the Subject Property described as follows:

296 Elvis Presley Drive (Parcel No. 088J-33-052-00)

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 33. TOWNSHIP 9 SOUTH, RANGE 6 EAST, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI; AND RUN SOUTH 150 FEET; THENCE WEST 656.5 FEET; THENCE SOUTH 174.5 FEET; THENCE NORTH 70 DEGREES 30 MINUTES WEST 92.2 FEET FOR A POINT OF BEGINNING; THENCE NORTH 29 DEGREES, 30 MINUTES EAST 167.7 FEET; THENCE NORTH 38 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SHADY LAKE ROAD; THENCE NORTH 69 DEGREES, 07 MINUTES WEST ALONG SAID RIGHT-OF-WAY LINE, 101.9 FEET TO THE EAST RIGHT-OF-WAY LINE OF ELVIS PRESLEY BOULEVARD; THENCE SOUTH 70 DEGREES, 07 MINUTES WEST ALONG SAID RIGHT-OF-WAY LINE 193 FEET; THENCE SOUTH 57 DEGREES. 40 MINUTES EAST ALONG THE NORTH LINE OF THE DUNN LINE 143 FEET; THENCE SOUTH 27 DEGREES, 20 MINUTES WEST ALONG THE EAST LINE OF THE DUNN LOT 50 FEET TO AN OLD IRON PIPE; THENCE SOUTH 70 DEGREES 30 MINUTES EAST 102.8 FEET TO THE POINT OF BEGINNING. SAID LOT LYING AND BEGINNING IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 9 SOUTH, RANGE 6 EAST, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI.

Unless the Parties agree otherwise in a written amendment, the Donation may be used toward the total purchase price, which shall not exceed Two Hundred Ninety-Five Thousand Dollars ($295,000.00), and reasonable closing costs directly related to the acquisition.

3. City Responsibilities

The City shall be responsible for evaluating, negotiating, approving, and completing the acquisition of the Property; conducting or obtaining appropriate title work, surveys, inspections, appraisals, and other due diligence as the City determines necessary; and complying with applicable federal, state, and local laws, ordinances, resolutions, and municipal procedures. Nothing in this Agreement requires the City to acquire the Property if the City determines that the acquisition is not legally permissible, the City is reasonably unable to obtain clear and valid title to the Subject Property, or it is not in the City's best interests.

4. Administration and Accounting

The City shall administer and account for the Donation in accordance with its ordinary financial controls and applicable law. Upon reasonable written request, the City shall provide the Foundation with a written summary showing the amount of the Donation received and the amount applied to the acquisition of the Property. The City shall retain records relating to the receipt and expenditure of the Donation in accordance with applicable records-retention requirements.

5. Unused Funds; Acquisition Not Completed

If the acquisition of the Property is not completed, or if any portion of the Donation remains unspent after the acquisition and payment of eligible acquisition costs, the City shall notify the Foundation in writing. The Parties shall confer in good faith regarding the disposition of the unspent funds. Any return or alternative use of unspent funds may be requested by the Foundation in writing and shall be carried out in a manner consistent with applicable law. The City shall not be required to take any action prohibited by law.

6. No Partnership or Agency

Nothing in this Agreement creates a partnership, joint venture, employment relationship, or agency relationship between the Parties. Neither Party may bind the other Party except as expressly authorized in a separate written instrument.

7. Compliance with Law; Approvals

Each Party shall perform its obligations under this Agreement in accordance with applicable law. The City's obligations are subject to by the City's governing authorities. No provision of this Agreement shall be construed as requiring the City to waive any governmental immunity, defense, discretion, or legal protection available to it.

8. Term and Termination

This Agreement becomes effective on the Effective Date and remains in effect until the Donation has been applied to the purpose stated herein and any remaining funds have been addressed under Section 5, unless earlier terminated by a written agreement signed by both Parties. Provisions concerning accounting, records, and the disposition of unspent funds shall survive to the extent necessary to carry out their purpose.

9. Notices

Any notice under this Agreement shall be in writing and delivered personally, by nationally recognized overnight courier, or by certified United States mail, return receipt requested, to the addresses below, or to any replacement address designated by written notice.

If to the Foundation:

Elvis Presley Memorial Foundation

Attn: _____

Address: _____

_____

If to the City:

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

10. Entire Agreement; Amendments

This Agreement constitutes the entire agreement between the Parties concerning the Donation and supersedes prior discussions or understandings on that subject. Any amendment must be in writing and signed by authorized representatives of both Parties.

11. Governing Law; Severability

This Agreement shall be governed by the laws of the State of Mississippi. If any provision is held invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

12. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures transmitted electronically or in a commonly used electronic format shall be effective to the extent permitted by law.

SIGNATURES

ELVIS PRESLEY MEMORIAL FOUNDATION

By: _____
Greg Burks, Chairman

Date: _____

CITY OF TUPELO, MISSISSIPPI

By: _____
Todd Jordan, its mayor

Date: _____

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: TANNER NEWMAN, DIRECTOR OF DEVELOPMENT SERVICES

DATE 11/03/26

SUBJECT: IN THE MATTER OF REVIEW / APPROVE FINAL LOT MOWING LIST **TN**

REQUEST:

PRELIMINARY LOT MOWING LIST 11-03-26

RECORD #	PARCEL ID	VIOLATION ADDRESS	OWNER NAME	OWNER ADDRESS	OWNER CITY/STATE/ZIP			CODE INSP
LM-26-607	101G-01-234-00	1507 WINTER VALLEY DRIVE, TUPELO, MS 38801	NAVRAN IAN D	1507 WINTER VALLEY DR	TUPELO	MS	38801	JLB
LM-26-605	089F-30-047-00	505 WEST BARNES STREET, TUPELO, MS 38804	HILL JIMMY & TONI	30218 CENTRAL GROVE RD	NETTLETON	MS	38858	EG
LM-26-604	077G-25-031-00	909 DESOTO DRIVE, TUPELO, MS 38801	KRISTINA DUNIGAN	909 DESOTO DRIVE	TUPELO	MS	38801	JTL
LM-26-602	101B-02-101-00	618 MAYNARD DRIVE, TUPELO, MS 38801	LIVINGSTON JAGER SAMUEL	618 MAYNARD DRIVE	TUPELO	MS	38801	RS
LM-26-601	101B-02-039-00	618 ANDERSON STREET, TUPELO, MS 38801	SPEARMAN JOEY RENTALS LLC	173 RD 13	TUPELO	MS	38801	RS
LM-26-600	077K-35-139-00	207 SOUTH IONE STREET, TUPELO, MS 38801	SMITH KEITH O	207 S IONE STREET	TUPELO	MS	38801	RS