

# **Tupelo Redevelopment Agency**

## **Agenda**

**September 29, 2022**

- 1. Review Ratify TRA Minutes of July 6, 2022  
Exhibit A**
- 2. Review/Approve Invoice 1752817 for Salsbury Industries in the amount of \$6100.00 for postal receptacles Fairpark Phase IV.  
Exhibit B**
- 3. Review/Approve Amendments to Fairpark Residential Guidelines for Phase II and IV.  
Exhibit C**
- 4. Executive Session**

**Tupelo Redevelopment Agency**

**Agenda**

**July 6, 2022**

- 1. Review Ratify TRA Minutes of March 29, 2022  
Exhibit A**
  
- 2. Review/Approve Invoice from Allen and Hoshall for Design  
Engineering Services for Fairpark Phase IV in the amount of \$620.00  
Exhibit B**
  
- 3. Review/Discuss Tri-Vista Property Fairpark Phase I Lot 3 B**
  - A. Back taxes for irregular lot. Exhibit C**
  - B. Possible mold issues**
  - C. Payment of Invoice Slayton Concrete in the amount of \$5,166.25  
Exhibit D**
  
- 4. Review/Ratify Naming Rights Agreement for BancorpSouth Arena  
Exhibit E**

# **Tupelo Redevelopment Agency**

## **Minutes**

**July 6, 2022**

A meeting of the Tupelo Redevelopment Agency convened at 4:00 pm on July 6, 2022 in Conference Room B, Tupelo City Hall. Agency Members participating were Reed Hillen, Chair, Cheryl Rainey and Amy Tate via call in. Ben Logan, City Attorney and Stephen Reed, Assistant City Attorney, COO, Don Lewis, Neal McCoy, Dennis Bonds, City Engineer and TRA Project Director, Debbie Brangenberg, were present representing the City of Tupelo.

Finding that a quorum was present, the meeting was called to order by Chair, Reed Hillen.

**1. Review Ratify TRA Minutes of March 29, 2022**

**Exhibit A**

Upon a motion by Cheryl Rainey and a second by Amy Tate, the Agency voted unanimously to approve the TRA Minutes of March 29, 2022.

Exhibit "A"

**2. Review/Approve Invoice from Allen and Hoshall for Design Engineering Services for Fairpark Phase IV in the amount of \$620.00**

**Exhibit B**

Upon a motion by Amy Tate and a second by Cheryl Rainey, the Agency voted unanimously to approve payment of Allen and Hoshall Invoice #316786 for Design Engineering Services for Fairpark Phases IV in the amount of \$620.00.

Exhibit "B"

**3. Review/Discuss Tri-Vista Property Fairpark Phase I Lot 3 B**

**A. Back taxes for irregular lot. Exhibit C**

Upon a motion by Cheryl Rainey and a second by Amy Tate, the Agency voted unanimously to approve paying up to \$600 in property taxes for irregular lot Fairpark Phase I that has been transferred back to TRA

**B. Possible mold issues**

City Engineer, Dennis Bonds updated the Agency on a drainage issue that has arisen adjacent to TriVista Rehab Fairpark Phase I. After an assessment, it was determined that concrete drain should be install to alleviate the issue. Slayton Concrete did the work. There have been no claims filed to date on any mold issues. Mr. Bonds will follow up with Dr. Boutin to assure that the issue has been resolved.

**C. Payment of Invoice Slayton Concrete in the amount of \$5,166.25**

Upon a motion by Amy Tate and a second by Cheryl Rainey, the Agency voted unanimously to approve payment of Invoice #071 to Slayton Concrete in the amount of \$5,166.25.

**Exhibit D**

**4. Review/Ratify Naming Rights Agreement for BancorpSouth Arena**

**Exhibit E**

Upon a motion by Amy Tate and a second by Cheryl Rainey, the Agency voted unanimously to ratify documents signed by Chair, Reed Hillen for the name change only in the naming right agreement for BancorpSouth Arena to Cadence Arena.

Being no further business upon a motion by Cheryl Rainey and a second by Amy Tate the Agency members voted to adjourn.

Reed Hillen, Chair

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Debbie Brangenberg, Project Director

*Debbie Brangenberg*

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# **Tupelo Redevelopment Agency**

## **Minutes**

**September 29, 2022**

A meeting of the Tupelo Redevelopment Agency convened at 4:00 pm on October 11, 2022 in Conference Room B, Tupelo City Hall. Agency Members participating were Reed Hillen, Chair, Cheryl Rainey, and Shane Homan. Ben Logan, City Attorney and Stephen Reed, Assistant City Attorney, COO, Don Lewis and Mayor Todd Jordon were present representing the City of Tupelo.

Finding that a quorum was present, the meeting was called to order by Chair, Reed Hillen.

**1. Review/Ratify TRA Minutes of July 6, 2022**

Upon a motion by Cheryl Rainey and a second by Shane Homan, the Agency unanimously approved the Minutes of the July 6, 2022 meeting.

**Exhibit A**

**2. Review/Approve Invoice 1752817 for Salsbury Industries in the amount of \$6100.00 for postal receptacles Fairpark Phase IV.**

Upon a motion by Shane Homan and a second by Cheryl Rainey, the Agency members voted unanimously to approve the payment of \$6,100 to Salsbury Industries for the purchase of postal receptacles for Fairpark Phase IV.

**Exhibit B**

**3. Review/Approve Amendments to Fairpark Residential Guidelines for Phase II and IV.**

Upon a motion by Shane Homan and a second by Cheryl Rainey, the Agency voted unanimously to approve the updated Fairpark Residential Design Guidelines for Phase II and IV.

**Exhibit C**

**4. Executive Session**

Upon a motion by Reed Hillen and a second by Shane Homan, the Agency voted unanimously to close the regular session to determine the need for Executive Session.

Stephen Reed advised the Agency that there were items concerning the transaction of business and discussion regarding the prospective purchase, sale or leasing of lands in Fairpark. (Miss. Code. Ann. § 25-41-7)

Having determined that this is an appropriate matter to discuss in Executive Session, and upon a motion by Reed Hillen and a second by Cheryl Rainey, the Agency voted unanimously to enter into Executive Session.

After having discussed matters regarding the prospective purchase, sale or leasing of lands, the Agency voted unanimously to return to Regular Session upon a motion by Shane Homan and a second by Cheryl Rainey. No action was taken.

**5. Approve an offer to ShortCo., LLC for a prorated refund**

TRA was notified by Clay Short of ShortCo., LLC's desire to terminate its purchase contract for Lot 10 and to be refunded their \$4,000 deposit. Upon a motion by Shane Homan and a second by Cheryl Rainey, the Board voted unanimously to offer a prorated refund of ShortCo., LLC's deposit. Because ShortCo wishes to terminate the agreement prior to the expiration of the 1-year option term, the Board would offer to refund a partial refund of the \$4,000 in earnest money, based on a per diem rate. The per diem value of the \$4,000 Option Price for a 12-month option is \$10.96. As of the date of September 29, 2022, there were 114-days remaining on the option. TRA will grant a refund for the amount of 1,249.32. The motion was approved unanimously.

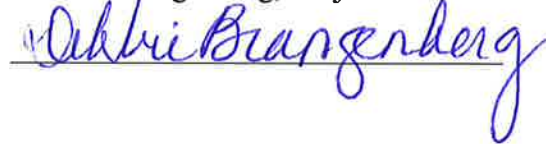
**Exhibit D**

Being no further business, Chair Reed Hillen called for a motion to adjourn. Upon a motion by Shane Homan and a second by Cheryl Rainey, the agency voted unanimously to adjourn.

Reed Hillen, Chair

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Debbie Brangenberg, Project Director



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## Exhibit A

### Tupelo Redevelopment Agency

### City Hall, Conference Room B

March 29, 2022

### Minutes

A meeting of the Tupelo Redevelopment Agency convened at 11:00 am on March 29, 2022 in Conference Room B, Tupelo City Hall. Agency Members participating were Reed Hillen, Chair, Shane Homan, Vice-Chair, and Cheryl Rainey; Ben Logan, City Attorney and Stephen Reed, Assistant City Attorney, Mayor Todd Jordan, COO, Don Lewis, CFO, Kim Hanna, Neal McCoy, and TRA Coordinator, Debbie Brangenberg, were present representing the City of Tupelo.

Finding that a quorum was present, the meeting was called to order by Chair, Reed Hillen.

#### 1.0 Review/Approve Minutes of January 21, 2022

Upon a motion by Cheryl Rainey and a second by Shane Homan, the Agency voted unanimously to approve the TRA Minutes of January 21, 2022.

#### 1.1 Exhibit "A"

#### 2.0 Review/Approve Payment to Nena Lowe for Refund of \$2000 Deposit on Lots 4/18 and 4/19 Phase IV Fairpark

Upon a motion by Shane Homan and a second by Cheryl Rainey, the Agency voted unanimously to approve a \$2,000 refund to Nena Lowe for Lots 4-18 and 4-19 Phase IV Fairpark.

#### 2.1 Exhibit "B"

#### 3.0 Transaction of business and discussion regarding the prospective purchase, sale or leasing of lands. Miss Code Ann. § 25-41-7 (4) (g)

3.1 Commercial Real Estate Proposal A-*In the matter of Lot 8, Phase III B Fairpark Maloney Properties*: At the December closing of Lot 8, Phase III B Fairpark, Maloney Properties amended the closing documents to state that in the event that TRA elected to utilize the buyback provision contained in the Warranty Deed, the buyback price would be equal to the purchase price plus an added "5% per year." TRA rejected this offer during its previously held meeting.

During discussions with Mr. Maloney, an offer was proposed and presented to the TRA Board. The terms of the offer were as follows: that TRA would have first right of refusal to repurchase lot 8B after 18-months from the date of purchase. The repurchase amount

would be the original purchase price plus One Thousand and Nine Hundred Dollars (\$1,900). It should be noted that Maloney Properties has potential tenants for Lot 8B, but no leases have been signed.

The Chair entertained a motion to accept the offer as presented. That Maloney shall purchase lot 8B conditioned on the following:

- TRA shall have a first right of refusal on the property beginning 18-months from the date of purchase; and
- If TRA elects to exercise its first right of refusal, the price to purchase shall be the sum of the original purchase price paid by Maloney plus One Thousand and Nine Hundred Dollars (\$1,900).

Based upon a motion by Shane Homan and a second by Cheryl Rainey. The Agency voted unanimously to accept the counter offer stated.



Reed Hillen, Chair



Debbie Brangenberg, TRA Coordinator





REMIT TO:

Allen & Hoshall  
1661 International Drive, Suite 100  
Memphis, Tennessee 38120  
Attn: Accounts Receivable

Tupelo Redevelopment Agency  
108 South Broadway  
Tupelo, MS 38801  
Debbie Brangenberg

Invoice number 316786  
Date 06/08/2022

Project **81820 Tupelo Redevelopment-Fairpark  
UG Phase IV**

For Professional Services Rendered through: 05/27/2022

Engineering Services for the design of Fairpark Phase IV residential underground electric utilities.

**Professional Fees**

	Hours	Rate	Billed Amount
Project Engineer	4.00	155.00	620.00

Invoice total 620.00

*OMB*

Bobby Davidson  
Project Manager

STATE OF MISSISSIPPI  
Lee County Chancery Clerk  
PO BOX 7127  
TUPELO MS 38802  
662-432-2100

Exhibit C

NOTICE OF FORFEITURE TO LAND OWNERS  
PPIN/YR 41767 2018 Notice 113365 22 Batch 427

TO: TUPELO REDEVLOPEMENT AGENCY  
PO BOX 468  
TUPELO, MS 38802

You will take notice that  
FAIRVIEW COURT CONDOMINIUMS COMMON AREA  
DEED BOOK 2020 PAGE 014376  
S/T/R 31 -09S-06E BLOCK  
PARCEL: 089P-31-029-02

2016  
2017  
Armt. #224.27 2018

assessed to you or supposed to be owned by you, was, on August 26th, 2019  
sold to STATE OF MISSISSIPPI for the county taxes of 2018  
and that the title to said land will become absolute in  
STATE OF MISSISSIPPI  
unless redemption from said tax sale be made by 5:00 o'clock p.m.  
on or before August 26th, 2021.  
THIS IS FOR 2018 TAXES ONLY. PLEASE CALL US AT 662-432-2100 FOR  
A CURRENT AMOUNT TO PAY. WE TAKE CHECK, CASH, MO'S AND CARDS.  
THERE IS A 2.9% FEE FOR CREDIT/DEBIT CARDS. FINAL DAY TO PAY IS  
08/26/2021.

Witness my hand and seal of office, this the 10th day of May, 2021.

\_\_\_\_\_  
BILL BENSON  
CHANCERY CLERK

By: LESLIE PITTS

, D.C.

Sheriff County 41



Exhibit D

# SLAYTON'S CONCRETE CONSTRUCTION, LLC

110 Garrett Cove  
Saltillo, Ms 38866  
662-891-0147  
slaytonsconcrete@ymail.com

Date: 6/20/22

**INVOICE NO. 071**

Customer Purchase Order No.

Bill To: City of Tupelo

Address:

City: Tupelo

State: Ms.

Zip:

Phone:

Fax:

Job Name: Concrete Construction

Job Location: Clark Street

Description of Work: Form, pour and finish 19 linear feet of curb & gutter @ \$18.75 per linear foot = \$356.25. Form, pour and finish 962 sq ft of concrete flatwork with flume in center @ \$5.00 per sq ft = \$4,810.00. Concrete and Labor included.

Price: \$5,166.25

Amount Due: \$5,166.25

*RMB* *WR*

Terms: COD

# THANK YOU FOR YOUR BUSINESS

**2022 AMENDMENT TO LICENSE AND NAMING AGREEMENTS**

This document (2022 Amendment) amends the License and Naming Agreement entered into between the Tupelo Coliseum Commission (TCC) and Cadence Bank, formerly known as BancorpSouth Bank (BXS), dated September 23, 1999 (the Original License and Naming Agreement)<sup>1</sup>, that one certain Modification and Extension of License and Naming Agreement between TCC and BXS executed in September, 2007 (the Modification and Extension Agreement)<sup>2</sup> and the Amendment to License and Naming Agreement between TCC and BXS executed October 17, 2019 to which the Tupelo Redevelopment Agency was also a party as follows:

**WITNESSETH**

WHEREAS, on October 29, 2021 BXS merged with Cadence Bank, and as a result of that transaction, BXS is now known as Cadence Bank; and

WHEREAS, the parties wish to amend the License and Naming Agreements to reflect this name change; and

WHEREAS, TCC executed the Original License and Naming Agreement, but the 2007 Modification and Extension of License and Naming Agreement was signed by TCC and the two Joining Additional Parties, the Tupelo Redevelopment Agency (TRA) and the City of Tupelo, Mississippi (City); and

WHEREAS, this 2022 Amendment is therefore signed by Cadence Bank, formerly BXS, TCC, TRA and the City; and

WHEREAS, this 2022 Amendment continues in effect as to all of the terms and conditions of the Original License and Naming Agreements except where expressly modified to the contrary heretofore and herein, and the rights and obligations previously granted to BXS in the Original License and Naming Agreements (the Prior Rights), as amended, are restated, renewed and continued in full force and effect as to Cadence Bank.

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<sup>1</sup> The Original License and Naming Agreement was approved by the City of Tupelo by signature of the City Council and the Mayor.

<sup>2</sup> The Original License and Naming Agreement, the 2007 Modification and Extension of License and Naming Agreement, and the 2019 Amendment to Licensing and Naming Agreement are hereafter jointly referred to as "the License and Naming Agreements." The term "the License and Naming Agreements" includes any other amendments or agreements (whether mentioned here or not) which refer in any way to the subject matter of those documents as it is the intention and agreement of the parties that Cadence Bank will have sole and exclusive rights under the License and Naming Agreements.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein, and for good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The License and Naming Agreements are hereby amended to the extent that at each place where the name "BancorpSouth Bank," BancorpSouth or "BXS" appears, the name "Cadence Bank" shall be substituted; and

2. Cadence Bank may use the names of any of its subsidiaries at the Property (as defined in the License and Naming Agreements), or any abbreviation of same, including but not limited to: "Cadence," "Cadence Insurance" or "Cadence Mortgage;" and

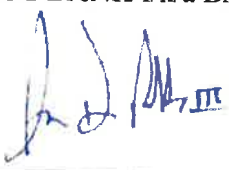
3. In replacement of any contrary provisions in the License and Naming Agreements, and in exchange for the consideration paid by BXS and to be paid by Cadence Bank under the modified, amended and extended License and Naming Agreements, Cadence Bank, formerly BXS, shall continue to hold those obligations and sole and exclusive use and enjoyment of the Prior Rights under same; and

4. In the event of a conflict between the terms of the License and Naming Agreements and this Amendment, the terms of this Amendment shall prevail; and

5. In all other respects, said Licensing and Naming Agreements are ratified and shall remain in full force and effect.

EXECUTED on this the 1<sup>ST</sup> day of July, 2022

CADENCE BANK f/k/a BANCORPSOUTH  
BANK

By:  \_\_\_\_\_

TUPELO COLISEUM COMMISSION

By:  \_\_\_\_\_

CITY OF TUPELO MISSISSIPPI

By: *Todd Juda*

TUPELO REDEVELOPMENT AGENCY

By: *Steph Allen, Chairman*



**City of Tupelo**  
 P.O. Box 1485  
 Tupelo, MS 38802-1485  
 (662) 841-6456

**REPRINT**

# Purchase Order

Fiscal Year 2022

Page: 1 of: 1

Revisions 001

Expiration Date

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	<b>00002553-001</b>

Exhibit B

**VENDOR**

0  
**SALSBURY INDUSTRIES**  
 1010 E. 62ND ST  
 LOS ANGELES, CA 900001

**SHIP TO**

920  
**TUPELO WATER & LIGHT DEPT.**  
 320 NORTH FRONT ST  
 TUPELO, MS 38804

City of Tupelo is Exempt from all taxes Mississippi Code 1972 - Title 27-65-29C

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		2778	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
08/10/2022	21287			031-BUDGET_ & _ACCT_DEPT

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	PO Requisitioner Name: Jennifer Shempert				
1	CLUSTER MAIL BOXES	1.0	EACH	\$6,100.00000	\$6,100.00
	307 - 700002 - 30093			\$6,100.00	
	307 - 700002 - 30093			\$6,100.00	

Receiving Department By	Goods Received By	Freight charges	Date Goods Checked
Car No.	Date	Transportation Company	Goods Checked By
Packing List No.	Date	Date Goods Received	Date Goods Cleared

By Debbie Brangenberg

**RECEIVING COPY**

<b>Purchase Order Total</b>
<b>\$6,100.00</b>



18300 Central Avenue  
 Carson, CA 90746-4008  
 accounting@mailboxes.com  
 (800) 624-5269 Fax (800) 624-5299

# INVOICE 1752817

Exhibit B

INVOICE NO 1752817  
 INVOICE / SHIP DATE 9/2/2022  
 ORDER NO CS-1044992  
 ORDER DATE 8/10/2022  
 CUST. NO 297279  
 CUST. P.O. NO 00002553-001

**S  
O  
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D**  
 TUPELO REDEVELOPMENT AGENCY  
 DEBBIE BRANGENBERG  
 PO BOX 1485  
 TUPELO, MS 388021485  
**T  
O** PH: (662) 231-2496

SHIPPING METHOD XPO  
 SHIPPING TERMS PREPAID  
 TRACKING NUMBER 849528562  
 SHIPPING INFO

**S  
H  
I  
P**  
 TUPELO WATER & LIGHT DEPT.  
 920  
 DEBBIE BRANGENBERG  
 320 N FRONT ST  
 TUPELO, MS 38804-4014

PAYMENT TERMS NET 30 DAYS  
 PAYMENT DUE DATE 10/2/2022

QTY.	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL
1	3316BLK-U	CLUSTER BOX UNIT (INCLUDES PEDESTAL)-16 A SIZE DRS-TYPE III-BLACK-USPS	\$0.00	\$0.00
1	3313BLK-U	CLUSTER BOX UNIT (INCLUDES PEDESTAL)-13 B SIZE DRS-TYPE IV-BLACK-USPS	\$0.00	\$0.00
1	3306BLK-U	CLUSTER BOX UNIT (INCLUDES PEDESTAL)-8 A SIZE DRS-4 PARCELS-TYPE VI-BLACK-USPS	\$0.00	\$0.00
44	3367	CUSTOM ENGRAVED SELF ADHESIVE PLACARD-FOR CLUSTER BOX UNIT & OUTDR PARCEL LOCKER DR	\$0.00	\$0.00
1	999	PRICE PER QUOTE - PROMOTIONAL PRICING	\$6,100.00	\$6,100.00
1	1001-M	CATALOG / MAILBOXES.COM	\$0.00	\$0.00

**New 2022 catalog available now  
Thank you for your order!**

*Debbie Brangenberg*

CALL B4 DEL 662-231-2496

SALES AMOUNT	\$6,100.00
CREDIT	\$0.00
<b>SUBTOTAL</b>	<b>\$6,100.00</b>
TAX	\$0.00
FREIGHT	\$0.00
<b>TOTAL</b>	<b>\$6,100.00</b>

NO PRODUCTS MAY BE RETURNED FOR CREDIT WITHOUT PRIOR APPROVAL BY SALSBUURY INDUSTRIES. ALL RETURNS MUST BE ACCOMPANIED BY PACKING SLIP. ANY CLAIM MUST BE MADE WITHIN 10 DAYS OF RECEIPT OF GOODS, A 2% PER MONTH LATE PAYMENT CHARGE WILL BE ACCESSED ON ALL ACCOUNTS 30 DAYS OR MORE PAST DUE. WE IMPOSE A SURCHARGE OF 3% ON CREDIT CARD PAYMENTS, WHICH IS NOT GREATER THAN OUR COST OF ACCEPTANCE.





Quote | BudgetMailboxes.com  
 Quote Number: WL-Q-23979  
 Valid Until: Aug 30, 2022

Project: **Front St**  
 Delivery Zip Code: **38804**  
 Company: **Tupelo Redevelopment Agency**  
 Contact: **Debbie Brangenberg**

Rep: **Monica L.**  
 Email: **sales@weblifestores.com**  
 Phone: **866.707.0008**  
 Fax: **916.672.0333**

Item	Product Details	Qty	List Price	Total
1.	<b>Name</b> CBU - 16 Tenant Boxes Cluster Mailbox In Black <b>SKU</b> 1570-16BKAF <b>Additional Details</b> - USPS Approved - Color: Black - Door ID: Custom Decals	1	\$ 2,199.00	\$ 2,199.00
2.	<b>Name</b> CBU - 13 Tenant Boxes Cluster Mailbox In Black <b>SKU</b> 1570-13BKAF <b>Additional Details</b> - USPS Approved - Color: Black - Door ID: Custom Decals	1	\$ 2,159.00	\$ 2,159.00
3.	<b>Name</b> CBU - 8 Tenant Boxes Cluster Mailbox In Black <b>SKU</b> 1570-8BKAF <b>Additional Details</b> - USPS Approved - Color: Black - Door ID: Custom Decals	1	\$ 1,999.00	\$ 1,999.00
4.	<b>Name</b> CBU Expansive Wedge Anchor Bolt Kit - to Connect Pedestal Stand to Existing Concrete (4 Bolts) <b>SKU</b> B-CBU-BOLT-KIT-EXP <b>Additional Details</b> CBU Expansive Wedge Anchor Bolt Kit - to Connect Pedestal Stand to Existing Concrete (4 Bolts)	3	\$ 34.13	\$ 102.39
5.	<b>Name</b> CBU Vandal-Proof Fastener for Added Security (Qty. 1) <b>SKU</b> SINGLE-CBU-VANDAL-PROOF-NUT <b>Additional Details</b> CBU Vandal-Proof Fastener for Added Security (Qty. 1)	6	\$ 7.95	\$ 47.70
			Sub Total	<b>\$ 6,507.09</b>
			Tax	\$ 0.00
			Discount	\$ 370.67
			Shipping	\$ 0.00
			<b>Check/ACH Total</b>	<b>\$ 6,136.42</b>

**Product Options:**

**Color:** Black | **Total Tenant Doors:** 37 | **Total Parcel Doors:** 5 | **Total Outgoing Slots:** 3

**Door Identification:** Custom Decals  
**Door Numbering:** Custom Decals - TBD

**Quote Description:**

- 1 x CBU - 16 Tenant Boxes Cluster Mailbox in Black
- 1 x CBU - 13 Tenant Boxes Cluster Mailbox in Black
- 1 x CBU - 8 Tenant Boxes Cluster Mailbox in Black
- 3 x CBU Expansive Wedge Anchor Bolt Kit - to Connect Pedestal Stand to Existing Concrete (4 Bolts)
- 6 x CBU Vandal-Proof Fastener for Added Security (Qty. 1)

- Free Curbside Delivery
- Pedestals Included
- Locks w/3 keys included

Lead Time According to Vendor: 3-6 Weeks

\*\*\*You can get these mailboxes from another manufacturer for faster shipping, but the pricing is higher- please let us know if you wish to receive this quote from another manufacturer for faster shipping but higher costs.\*\*\*

Ships directly from the factory floor to ensure the quickest available delivery.

Shipping Options:

Curbside Delivery w/ Liftgate (included): The freight carrier is responsible for offloading the shipment from the truck via liftgate, but is not required to move the merchandise beyond the curbside.

Liftgate & Driveway Delivery: The freight carrier is responsible for offloading the shipment from the truck via liftgate. In addition, the merchandise may be moved beyond the curbside to a driveway or garage. The carrier is not responsible for moving merchandise into a residence or building (\$300, if selected).

---

**Terms and Conditions**

This quote was made under the standard terms and conditions of sale for BudgetMailboxes.com, property of WebLife Stores LLC. Price is based on payment via Check or ACH. Please make checks payable to **WebLife Stores LLC** and mail to:

<p><b>Non-Expedited Payments:</b></p> <p>WebLife Stores LLC          PO Box 931455          Atlanta, GA 31193-1455</p>	<p><b>Overnight/Expedited Payments:</b></p> <p>Lockbox Services 931455          WebLife Stores LLC          3585 Atlanta Ave          Hapeville, GA 30354-1705</p>
--	--

**Credit Card Payments:** The quote price above is based on a mailed check or electronic ACH debit payment. To account for credit card processing fees, your price when paying by card would be: **\$6289.83**. On occasion, the website shopping cart price may be lower and you may wish to go that route instead.



People Committed to Quality Since 1936



1-800-MAILBOX

MANUFACTURING & DISTRIBUTION  
18300 Central Avenue  
Carson, CA 90746-4008

Phone (800) 624-5269  
Int'l Phone (323) 846-6700  
Fax (800) 624-5299  
Int'l Fax (323) 846-6800  
quotes@mailboxes.com  
www.mailboxes.com

# Mailbox Quotation MB-235296

Attention: DEBBIE BRANGENBERG

Reference: FAIRPARK PHASE IV

Customer # 297279 Type: 1 Date: 8/8/2022

*Thank you for the opportunity to submit this proposal.*

### CUSTOMER:

TUPELO REDEVELOPMENT AGENCY  
PO BOX 1485

TUPELO MS 388021485  
Phone: (662) 231-2496  
Fax: (000) 000-0000

### SHIP TO:

TUPELO REDEVELOPMENT AGENCY  
DEBBIE BRANGENBERG

TUPELO MS 38802-1485

QTY	MODEL #	DESCRIPTION (Give color, options or specifications when required)	UNIT PRICE	PRICE
1	3316BLK-U	CLUSTER BOX UNIT (INCLUDES PEDESTAL)-16 A SIZE DRS-TYPE III-BLACK-USPS	\$0.00	\$0.00
1	3313BLK-U	CLUSTER BOX UNIT (INCLUDES PEDESTAL)-13 B SIZE DRS-TYPE IV-BLACK-USPS	\$0.00	\$0.00
1	3306BLK-U	CLUSTER BOX UNIT (INCLUDES PEDESTAL)-8 A SIZE DRS-4 PARCELS-TYPE VI-BLACK-USPS	\$0.00	\$0.00
44	3367	CUSTOM ENGRAVED SELF ADHESIVE PLACARD-FOR CLUSTER BOX UNIT & OUTDR PARCEL LOCKI	\$0.00	\$0.00
1	*	CBU'S AND 4C MAILBOXES INCLUDE A FIVE (5) YEAR WARRANTY	\$0.00	\$0.00
1	999	PRICE PER QUOTE - PROMOTIONAL PRICING	\$6,100.00	\$6,100.00
1	*	FREE FREIGHT INCLUDED WITH THIS QUOTE	\$0.00	\$0.00
1	*	IN STOCK, READY TO SHIP	\$0.00	\$0.00

See mailboxes.com website for product specifications, terms & conditions. Quote valid for 30 days.

ALL ALUMINUM CONSTRUCTION, USPS APPROVED  
TOTAL: 24 A DOORS, 13 B DOORS, 7 PARCELS

Sales Amt	\$6,100.00
Subtotal	\$6,100.00
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$6,100.00

Shipping Date IN STOCK  
(approximate)

Submitted By ALEX ZAMORA

*To order, please complete the information below and submit to Salsbury Industries.*

### METHOD OF PAYMENT

Check or Money Order Enclosed

Total Order \$ \_\_\_\_\_

Net 30 Days PO # \_\_\_\_\_ (upon approved credit)

Credit Card Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Cardholder Name \_\_\_\_\_ Authorized Signature \_\_\_\_\_

**Exhibit C**

**PHASE II and IV  
FAIRPARK DISTRICT  
RESIDENTIAL COMMUNITY  
TUPELO, MISSISSIPPI**

**DESIGN GUIDELINES  
CONSTRUCTION RULES AND REGULATIONS  
DESIGN REVIEW PROCEDURES**

August 17, 2004

Revision 4- December 1, 2004

Revision 5 – December 19, 2019

Revision 6 – TBD, 2022

Commented [dB1]: Date to be determined

## STATEMENT OF INTENT

These Guidelines are intended to reinforce the design concept developed by the Fairpark Master Plan. They address the quality of compatibility of the residences and the elements that comprise the public spaces as well as the commercial and mixed-use development of Phase I.

The Guidelines establish design criteria for owners, architects and builders that encourage design creativity while establishing a framework that promotes consistent design character.

The Design review Process is intended to establish a positive and harmonious working relationship between the Tupelo Redevelopment Agency (TRA), Owners, Architects, Builders and the Design Review Committee of the Downtown Tupelo Main Street Association (DTMSA) Architect (DRA). Those participating in the design review process can expect a consistent approach by DTMSA, DRA to promote quality and compatibility throughout the Fairpark District.

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## DESIGN REVIEW REQUIREMENTS

- Site Plan      Must include the following information:
- a) Drawn to a scale of  $1/8" = 1"$
  - b) North arrow
  - c) Property lines
  - d) Proposed contours a 1'-0" intervals
  - e) Build-to/setback lines
  - f) Driveways and walkways
  - g) All applicable easements
  - h) Dwelling outline with rook overhangs and porches  
Indicated by dashed lines
  - i) General landscape ideas
  - j) Screening of utility meter centers and garbage areas
  - k) Fencing
- Floor Plans    Illustrating indoor/outdoor relationships and including:
- a) All floor levels drawn at  $1/4"-1'-0"$  scale
  - b) All interior partitions
  - c) All rooms labeled as to use
  - d) Location of all windows and doors
  - e) Decks, balconies and other interior/exterior spaces
  - f) Dimensions of overall plan
  - g) Ground level plan to include immediate exterior treatment (i.e. walks, drives, landscape features, screening, etc.)
  - h) Building area summary listing each floor level
- Exterior  
Elevations    Illustrating all four building facades and including:
- a) Drawn at  $1/4"$  or  $1/8" = 1'-0"$  scale
  - b) Location of all windows, doors and shutters
  - c) All finish materials illustrated and located
  - d) Height of roof lines
  - e) Roof pitches

**Building**

**Section:** Building section should be cut thru a location that best illustrates the general vertical relationship of the structure and must include:

- a) Height of finished floor above grade
- b) Floor to floor height of all levels
- c) Roof pitch

**Landscape Plan**

A general planting plan should illustrate trees, shrubs and landscape features and be drawn at a scale of 1/8"=1'0.

**Material**

**Sample:** Submit any materials that might be considered unusual in either texture, finish or make-up.

**Design Review Submittal:**

The following form should be completed by the applicant and submitted along with two (2) copies ~~three (3) copies~~ of the required drawings, and a design review of \$100.00 ~~made payable to the Tupelo Redevelopment Agency (TRA).~~

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The three (3) page Design Review Report will be prepared by DTMSA, the Design Review Architect (DRA) ~~and the~~ two (2) sets ~~three (3) sets~~ of the noted plans will returned to the TRA who shall retain on copy for the file, forward on copy to the Tupelo Development Services Planning Department and distribute on copy to the Owner along with an authorization allowing commencement of construction upon receipt if a Building Permit from the City of Tupelo.

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**BULK REGULATIONS**

**MINIMUM AREA:**

The following area re presents the minimum square footage allowed for each lot grouping listed below:

Lots 2-1 thru 2-9	2,000 Sq. Ft.
Lots 2-10 thru 2-14	1,750 Sq. Ft.
Lots 2-15 thru 2-18	1,550 Sq. Ft.
Lots 2-19 thru 2-14	1,350 Sq. Ft.
Lots 4-1 thru 4-39	1,800 Sq. Ft. with maximum of 3,125 Sq. Ft.

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**MAXIMUM HEIGHT:**

The maximum building height shall be thirty-five feet (35') measured from the average grade to the center of the roof plane. The home should not exceed 2- ½ exclusive of any basement.

**AUTOMOBILE GARAGES:**

A double garage is required with each home. Garages facing the street must be set back a minimum of twenty-two feet (22') from the property line and be at least six feet (6') behind the face of the home exclusive of any project porches. Garage doors that are visible from the street shall be recessed at least two feet of be shielded by an arbor, trellis or a second floor to place the garage door in shadow and shield them from view.

## ARCHITECTURAL CHARACTER & INFLUENCES

Design Guidelines are not mandates but are in fact “guidelines” which are intended to address featured elements of each lot that will influence the character of the streetscape along with the character of the private residence,

The guidelines are intended to reinforce and clarify the intent of the design program while reducing the possibility of unacceptable conditions, forms and features being incorporated into the design. They are not intended to limit creativity. However, the architectural character of the building is very important and ultimately, it should represent an attitude consistent with the design of the master plan.

Appropriate precedents for building design are found in the regional architectural traditions. Residential architecture of the Mississippi region has been influenced primarily by the Greek Revival style. The gracious mansions as well as modest cottages that commonly represent architecture incorporate elements derived from the Greek Revival period as well as climactic influences. Elevated entries permit air to circulate and cool under the building. Large porches or galleries shade the building walls from the summer sun. Floor length windows, usually designed as operable doors, compensate for the lack of direct sunlight and extend the interior to the exterior. Most windows are designed with operable shutters. Roofs have generally low pitch, necessary to shed water only since it seldom snows in any concentrated amount. Dormers project from the roof of the house, indicating an upper level under the roof or allowing light inside. Cupolas often are incorporated to allow light into central space as well. Many of these elements, particularly the large porches, have come to represent a spirit of community.

Although the replication of large southern mansions is not a realistic or appropriate design solution for the Tupelo Fairpark District, elements of the regional architectural style should be consistently incorporated in the building design to tie this new residential community to its local history as well as provide a consistency within the District.

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~~(Description of regional architectural influences taken from the Design Guidelines for the Memphis Harbor Town Planned Development originally RTKL for Island Properties Associates.)~~

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## SITE CONSIDERATIONS

### FENCES

A fence or hedge if provided in a front yard should be located within three (3') feet of the property line along street edges and should not exceed 3'-6" in height. The fence design shall be at least fifty percent (50%) open and be compatible with the character of the architectural design. Metal, PVC or wood pickets and decorative wrought iron would be considered appropriate materials for fences located in front yards.

Privacy fencing if provided shall be located in the rear and side yards only and should not exceed seven feet (7') in height. Wood, cement siding and panels or brick would be considered appropriate materials. Privacy fencing visible from the street shall be compatible with the design of the residence. Privacy fencing is not permitted in the front yard of any lot or in the side front yard of a corner lot.

Landscaping is encouraged as an alternative to privacy fencing.

Chain link fencing is not permitted anywhere in the Fairpark Residential District.

### UTILITIES

Either electric transformers, cable TV and telephone pedestals and/or relay boxes may be located on some lots behind the building line and with the five (5') side yard setback. Landscaping should be used to screen and minimize their visual impact from the street.

### LIGHTING

Outdoor light fixtures whether pole mounted or mounted on the residence shall be compatible with the architectural character of the residence. Security and accent lighting are allowed but care should be taken in the selection and placement so as not to negatively impact neighbors. Only incandescent lighting is allowed.

**Commented [dB2]:** This should be updated to advances in lighting options now available.

#### **DRIVE CURB CUTS, DRIVEWAYS AND SIDEWALKS**

A driveway, whether accessed from the front (Pond Lots) or rear (Alley Lots), shall be at least three feet (3') from the side property line. Where practical the width of the drive curb cut when accessed from the front of the lot shall be minimized in width. The drive curb cut apron shall slope up to the street side of the sidewalk and the drive shall commence on the lot side of the sidewalk. Under no circumstances should a driveway cut thru a sidewalk. The sidewalk ribbon is continuous and is not to be interrupted by either component of the driveway.

Driveway curb-cuts shall be broom finished concrete. The driveway commencing at the back of the sidewalk and extending to the garage may be decorative paving (i.e. brick, stone or other textured surface).

On front accessed corner lots, the driveway shall be located off of the secondary street. On lots served by alley, the driveway access shall be from the alley and parking areas should be within the building lot. (These lots include but are no limited to, Lots 2-15 through 28 and 2-19 through 2-24 as well as 4-20-4-26, 4-29-4-32, 4-33-4-39, 4-17-19). Garage door facing alleys shall by equipped with motion or infrared activated lights over or adjacent to the garage doors to illuminate the alley when a vehicle passes.

#### **ENTRY WALK**

An entry walk should connect the sidewalk along the public right-of-way to the front porch or stoop of the residence. Use of decorative paving such as brick or stone is encouraged.

#### **LANDSCAPE**

Landscaping should be used to enhance the design of the residence and soften the relationship between the building and the ground plane. Loose stone or like materials shall not be used as a substitute for lawn or planting beds. Landscaping is encouraged as an alternative to fencing to create privacy.

## **BUILDING CONSIDERATIONS**

### **FOUNDATIONS/PORCH/ENTRY**

Elevated entries are an important element in regional architectural tradition. The residence entry should be located on a front porch. A front porch should contain at least sixty-four (64) square feet and be a minimum of six (6) feet deep. The porch should be elevated a minimum of twenty-four (24) inches above the ground plane immediately adjacent to the building. The front porch should be covered and the slope of the roof and the roofing material should be consistent with the slope and materials used in the main roof. On corner lots, special consideration should be given to the design and location of the entry porch so as to further emphasize the corner location. Foundations should be conventional or other foundation construction method that allows for a minimum elevation of twenty-four (24) inches above the ground plane.

### **BALCONIES**

Balconies are encouraged and should be consistent in design, proportion, material and detail to the front porch design.

### **WINDOWS**

Floor length windows should be provided when opening onto a porch or balcony. Windows other than floor length windows should be vertically oriented. Shutters are encouraged and should be operable and of an appropriate scale, material and design compatible with the design of the residence and style of the window. The mounting of the shutters is important and should be mounted at the window jamb and not directly to the adjacent wall surface. Single shutters on double windows are not allowed.

### **FINISHES**

Brick, wood, composite or cement siding should be primary building material. Stucco may be used as a primary building material if it is appropriate to the design and character of the residence. The use of vinyl or aluminum siding along with artificial stucco is discouraged.

### **ROOF**

Sloped roofs should be a minimum of 4/14 and a maximum of 12/12 pitch and should be consistent on all structures on the property including the garage and porches.

Acceptable roofing materials include wood shakes, quality wood-like composite shingles, octagonal shingles, slate and stand seam metal. If composite shingles are used, it is recommended that they be architectural grade.

A flat roof may be acceptable if the design of the residence warrants it.

**DORMER/CUPOLA**

Dormers should project from the roof plane and should not be “let in” to the roof in keeping with regional architectural tradition.

Cupolas are encouraged where appropriate and can add height to buildings located on corner lots and can provide variety to the roofscape on interior lots.

Fairpark District  
Design Review Application  
(To be completed by the Applicant)

Date: \_\_\_\_\_ Lot # \_\_\_\_\_

Owner's Name:

\_\_\_\_\_

Owner's Address:

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Architect: \_\_\_\_\_

Telephone: \_\_\_\_\_

Architect's Address \_\_\_\_\_

Email: \_\_\_\_\_

Builder: \_\_\_\_\_

Telephone \_\_\_\_\_

Builder's Address \_\_\_\_\_

Email: \_\_\_\_\_

Plans Dated: \_\_\_\_\_

Number of Sheets: \_\_\_\_\_

Applicant:

\_\_\_\_\_

Fairpark District

Design Review Checklist

(To be completed by the Design Review Committee of Downtown Tupelo Main Street Association Architect)

Date: \_\_\_\_\_ Lot # \_\_\_\_\_

Property Address: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Site Issues:

Setbacks:

Front: \_\_\_\_\_ L. Side: \_\_\_\_\_ R. Side: \_\_\_\_\_ Rear: \_\_\_\_\_

Fences: Height \_\_\_\_\_ Materials \_\_\_\_\_ Open: \_\_\_\_\_ Solid: \_\_\_\_\_

Allowable Porch Encroachment into Setback: \_\_\_\_\_

Front Driveway Apron: \_\_\_\_\_ Curbcut: \_\_\_\_\_

Rear Driveway Apron @ Alley: \_\_\_\_\_

Infrared or motion activated light over garage doors: \_\_\_\_\_

Arbor or trellis over garage doors facing street: \_\_\_\_\_

Trash Receptacles shielded from street view: Yes \_\_\_\_\_ No \_\_\_\_\_ Req'd \_\_\_\_\_

A/C condensers shielded from street view: Yes \_\_\_\_\_ No \_\_\_\_\_ Req'd \_\_\_\_\_

Utility meters shielded from street view: Yes \_\_\_\_\_ No \_\_\_\_\_ Req'd \_\_\_\_\_

Building Issues:

Foundation height above finished grade: \_\_\_\_\_ Material: \_\_\_\_\_

Floor to floor height: 1st floor \_\_\_\_\_ 2nd floor \_\_\_\_\_ 3rd floor \_\_\_\_\_

Front Porch: \_\_\_\_\_ Side Porch: \_\_\_\_\_ Rear Porch: \_\_\_\_\_

Depth: \_\_\_\_\_ Open: \_\_\_\_\_ Covered: \_\_\_\_\_ Screened: \_\_\_\_\_

Ceiling Fans: \_\_\_\_\_

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**Commented [dB3]:** Add Design Review Committee of Downtown Tupelo Main Street Association and Remove Architect

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Fairpark District  
Design Review Checklist

(To be completed by the Design Review Architect)

Date: \_\_\_\_\_ Lot # \_\_\_\_\_

Property Address: \_\_\_\_\_

Windows:

Location: \_\_\_\_\_ Size: \_\_\_\_\_ Transoms: \_\_\_\_\_

Material: \_\_\_\_\_ Type: \_\_\_\_\_

Shutters: \_\_\_\_\_ Mounting: \_\_\_\_\_

Roof:

Pitch: \_\_\_\_\_ Type: Gable: \_\_\_\_\_ Hip: \_\_\_\_\_

Dormers: \_\_\_\_\_

Materials: \_\_\_\_\_

Facade Materials:

Siding Type: \_\_\_\_\_ Brick: \_\_\_\_\_ Trim: \_\_\_\_\_

Stucco: \_\_\_\_\_ EIFS: \_\_\_\_\_ Other: \_\_\_\_\_

Landscaping Submitted: \_\_\_\_\_

Additional Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

**Commented [dB4]:** Add Committee of Downtown Tupelo Main Street and remove architect

## Fairpark District Design Review Checklist

(To be completed by the Design Review Architect)

Date: \_\_\_\_\_ Lot # \_\_\_\_\_

Property Address: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Site Issues: \_\_\_\_\_

Setbacks: \_\_\_\_\_

Front: \_\_\_\_\_ L. Side: \_\_\_\_\_ R. Side: \_\_\_\_\_ Rear: \_\_\_\_\_

Fences: Height \_\_\_\_\_ Materials \_\_\_\_\_ Open: \_\_\_\_\_ Solid: \_\_\_\_\_

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Utility meters shielded from street view: Yes \_\_\_\_\_ No \_\_\_\_\_ Req'd \_\_\_\_\_

Building Issues: \_\_\_\_\_

Foundation height above finished grade: \_\_\_\_\_ Material: \_\_\_\_\_

Floor to floor height: 1st floor \_\_\_\_\_ 2nd floor \_\_\_\_\_ 3rd floor \_\_\_\_\_

Front Porch: \_\_\_\_\_ Side Porch: \_\_\_\_\_ Rear Porch: \_\_\_\_\_

Depth: \_\_\_\_\_ Open: \_\_\_\_\_ Covered: \_\_\_\_\_ Screened: \_\_\_\_\_

Ceiling Fans: \_\_\_\_\_

**Commented [dB5]:** Add Committee of Downtown Tupelo  
Main Street Association and remove Architect

14

Fairpark District

Design Review Checklist

(To be completed by the Design Review Architect)

Date: \_\_\_\_\_ Lot #: \_\_\_\_\_

Property Address: \_\_\_\_\_

Windows: \_\_\_\_\_

Location: \_\_\_\_\_ Size: \_\_\_\_\_ Transoms: \_\_\_\_\_

Material: \_\_\_\_\_ Type: \_\_\_\_\_

Shutters: \_\_\_\_\_ Mounting: \_\_\_\_\_

Roof: \_\_\_\_\_

Pitch: \_\_\_\_\_ Type: Gable: \_\_\_\_\_ Hip: \_\_\_\_\_ Dormers: \_\_\_\_\_

Materials: \_\_\_\_\_

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Siding Type: \_\_\_\_\_ Brick: \_\_\_\_\_ Trim: \_\_\_\_\_

Stucco: \_\_\_\_\_ EIFS: \_\_\_\_\_ Other: \_\_\_\_\_

Landscaping Submitted: \_\_\_\_\_

Additional Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Commented [dB6]: Add Committee of Downtown Tupelo Main Street and remove Architect

**Exhibit C**

**PHASE II and IV  
FAIRPARK DISTRICT  
RESIDENTIAL COMMUNITY  
TUPELO, MISSISSIPPI**

**DESIGN GUIDELINES  
CONSTRUCTION RULES AND REGULATIONS  
DESIGN REVIEW PROCEDURES**

**August 17, 2004**

**Revision 4- December 1, 2004**

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**Sample:** Submit any materials that might be considered unusual in either texture, finish or make-up.

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# City of Tupelo

Todd Jordan

Mayor

## REQUEST FOR PAYMENT

DATE: 11/1/82022

PAYEE: ShortCo, LLC

ADDRESS: 321 Troy St

ACCOUNT: 317-392001

Tupelo, MS

VENDOR: 34930

38804

AMOUNT: \$1,249.32

REQUESTED BY: Tupelo Redevelopment Agency

APPROVED BY: Debbie Brangenberg/Don Lewis



EXPLANATION: Reimbursement of pro-rata earnest money per contract for Lot 3-10 Fairpark

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V-34930

317-392001

**SHORTCO LLC**  
324 TROY ST  
TUPELO, MS 38804

1003  
ES-129/842

1/13/22

Date

CHECK AMOUNT

Pay to the  
Order of

TRA

\$ 4000

Four Thousand

Dollars



Photo  
Safe  
Deposit  
Box icon

**RENASANT**  
BANK

1-800-680-1801  
www.renasantbank.com

For Fairbanks E.M.

⑆084201294⑆ 8010684031⑆ 01003

# **Tupelo Redevelopment Agency**

## **Minutes**

**September 29, 2022**

A meeting of the Tupelo Redevelopment Agency convened at 4:00 pm on October 11, 2022 in Conference Room B, Tupelo City Hall. Agency Members participating were Reed Hillen, Chair, Cheryl Rainey, and Shane Homan. Ben Logan, City Attorney and Stephen Reed, Assistant City Attorney, COO, Don Lewis and Mayor Todd Jordon were present representing the City of Tupelo.

Finding that a quorum was present, the meeting was called to order by Chair, Reed Hillen.

**1. Review/Ratify TRA Minutes of July 6, 2022**

Upon a motion by Cheryl Rainey and a second by Shane Homan, the Agency unanimously approved the Minutes of the July 6, 2022 meeting.

**Exhibit A**

**2. Review/Approve Invoice 1752817 for Salsbury Industries in the amount of \$6100.00 for postal receptacles Fairpark Phase IV.**

Upon a motion by Shane Homan and a second by Cheryl Rainey, the Agency members voted unanimously to approve the payment of \$6,100 to Salsbury Industries for the purchase of postal receptacles for Fairpark Phase IV.

**Exhibit B**

**3. Review/Approve Amendments to Fairpark Residential Guidelines for Phase II and IV.**

Upon a motion by Shane Homan and a second by Cheryl Rainey, the Agency voted unanimously to approve the updated Fairpark Residential Design Guidelines for Phase II and IV.

**Exhibit C**

**4. Executive Session**

Upon a motion by Reed Hillen and a second by Shane Homan, the Agency voted unanimously to close the regular session to determine the need for Executive Session.

Stephen Reed advised the Agency that there were items concerning the transaction of business and discussion regarding the prospective purchase, sale or leasing of lands in Fairpark. (Miss. Code. Ann. § 25-41-7)

Having determined that this is an appropriate matter to discuss in Executive Session, and upon a motion by Reed Hillen and a second by Cheryl Rainey, the Agency voted unanimously to enter into Executive Session.

After having discussed matters regarding the prospective purchase, sale or leasing of lands, the Agency voted unanimously to return to Regular Session upon a motion by Shane Homan and a second by Cheryl Rainey. No action was taken.

**5. Approve an offer to ShortCo., LLC for a prorated refund**

TRA was notified by Clay Short of ShortCo., LLC's desire to terminate its purchase contract for Lot 10 and to be refunded their \$4,000 deposit. Upon a motion by Shane Homan and a second by Cheryl Rainey, the Board voted unanimously to offer a prorated refund of ShortCo., LLC's deposit. Because ShortCo wishes to terminate the agreement prior to the expiration of the 1-year option term, the Board would offer to refund a partial refund of the \$4,000 in earnest money, based on a per diem rate. The per diem value of the \$4,000 Option Price for a 12-month option is \$10.96. As of the date of September 29, 2022, there were 114-days remaining on the option. TRA will grant a refund for the amount of 1,249.32. The motion was approved unanimously.

**Exhibit D**

Being no further business, Chair Reed Hillen called for a motion to adjourn. Upon a motion by Shane Homan and a second by Cheryl Rainey, the agency voted unanimously to adjourn.

Reed Hillen, Chair

---

Debbie Brangenberg, Project Director

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STATE OF MISSISSIPPI

COUNTY OF LEE

OPTION AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

This OPTION AGREEMENT is entered into by and between **TUPELO REDEVELOPMENT AGENCY** (hereinafter called the "Owner" or "TRA"), and ShortCo, LLC (hereinafter called the "Buyer").

DESCRIPTION OF REAL PROPERTY:

Lot 10 located in the Fairpark District at the southeast corner of Monaghan Street and East Troy Street in Tupelo, Mississippi. The real property consisting of approximately 28,000 +/- square feet, (Described on Exhibit A attached hereto).

OPTION PRICE

In exchange for this option, Buyer has paid to Owner an option payment in the sum of Four Thousand Dollars (\$4,000.00) (the "Option Price"), which amount shall be treated as earnest money credited to the Purchase Price in the event Buyer exercises the Option and closes on the purchase of the Property. Owner hereby acknowledges receipt of the Option Price. If Buyer does not exercise the Option before the end of the term of the option, then this agreement shall automatically terminate, Owner shall retain the Option Price and no party shall have any further rights, duties, liabilities or obligations under this Agreement except as specifically set forth herein.

PURCHASE PRICE:

The purchase price to be paid for said property, in the event the Option is exercised, is Fifteen Dollars (\$15.00) per foot, with the total purchase price will be based on the actual surveyed square feet. The Buyer will provide an updated survey of said real property upon exercise of option.

TERM OF OPTION

The term of this Option will begin on the date of execution of this Option Agreement and will expire in twelve (12) months from said date.

TERMS OF PAYMENT OF PURCHASE PRICE

In the event this Option is exercised, Owner and Buyer will determine a method of payment for the property described herein.

WARRANTY DEED

In the event this Option is exercised, upon the closing of this transaction, the Owner shall be responsible for the preparation of and payment for the Warranty Deed necessary to close this transaction, and will make conveyance of the real property described herein to the Buyer by General Warranty Deed, free and clear of any and all liens and encumbrances whatsoever, except the following, to-wit:

1. Mineral reservations and conveyances, if any, by prior owners.
2. Taxes for the year wherein Option is exercised, which will be prorated as of the date of the closing of this transaction.
3. All rights-of-way and easements for public roads and public utilities.
4. Reservation of option to repurchase to Tupelo Redevelopment Authority.

TITLE CERTIFICATE

If this Option Agreement is exercised, Buyer will be responsible for the title certificate, soil test, environmental study and historical and archeology studies as needed.

If said title certificate reflects defects, encumbrances or lack of marketability of the real property described herein, then owner shall have thirty (30) days from date of receipt of written notice from Buyer of such defect or unmarketability, to cure same. If the title

cannot be cured within said thirty-day period, then this Option Agreement shall terminate and Owner shall return the Option Money to Buyer. The parties agree that the following shall not be considered a defect, encumbrance or lack of marketability:

- (a) Ad Valorem taxes, if any, for year of sale;
- (b) Any prior mortgage, if any, which Owner agrees shall be satisfied at closing out of payment of the purchase price;
- (c) Any zoning ordinance or building restriction which may apply;
- (d) All oil, gas and other mineral interests reserved by prior owners;
- (e) Any rights-of-way for public roads or public utility easements.

#### AD VALOREM TAXES

If this Option is exercised, the ad valorem taxes, if any, due on the above described property will be prorated between the Owner and Buyer as of the date of closing of this transaction for that one (1) year.

#### DUE DILIGENCE

Buyer shall have the right and access to the site to undertake, at Buyer's expense, any and all physical inspections, studies, and other investigations of and concerning the site as Buyer, in its sole discretion, may deem appropriate. In the event that any of the results of the investigations are not satisfactory to Buyer, in its sole discretion, Buyer shall notify Owner in writing and this Option shall be terminated.

#### MISCELLANEOUS PROVISIONS

- 1) This Option cannot be exercised until Buyer meets the following conditions:
  - a) TRA approval of a general plan of lot utilization in keeping with the stated goals and objectives of TRA to develop Fairpark as a mixed use district with employment and shopping opportunities, housing opportunities, parks, lodging and civic uses, such plan to include the number, square footage and proposed use of buildings.
  - b) The project will go under construction within 90 days of closing.
  - c) The Buyer has provided and satisfied all building design approvals needed for the project.

d) Parties' mutual agreement on terms of payment, phasing and incentives for commencing work, and potential buyback provisions.

- 2) If this Option is exercised, Owner will certify to Buyer that there are no leases or easements in effect on the real property described herein. However, if there are any leases or easements in effect on the real property described herein, Owner will disclose this to Buyer. Owner will not grant any easements or leases on the real property described herein during the term of this Option Agreement.
- 3) If this Option is exercised, Owner will convey all mineral rights owned by Owner, to Buyer.
- 4) If this Option is exercised, Owner agrees, at closing, to pay Buyer's real estate agent, TRI Inc. a commission fee of 6% of the total sale price.

This Option Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, legal representatives, successors and assigns. This Option Agreement contains the entire agreement of Owner and Buyer with regard to the subject matter of this Option Agreement, and no prior agreement or understanding, whether written or oral, with regard to the same shall be valid or of any force and effect. This Option Agreement may be modified or amended only by a written agreement executed by both Owner and Buyer.

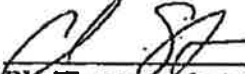
EXECUTED IN DUPLICATE ORIGINALS, on this, the 21 day of <sup>January, 2022</sup> ~~March, 2019~~.

SIGNATURES FOLLOW:



BUYER:

SHORTCO, LLC

  
BY: JEFFERY CLAYTON SHORT, JR.  
SOLE MEMBER

STATE OF MISSISSIPPI

COUNTY OF LEE


Personally appeared before me, the undersigned authority in and for the said county and state, on this 13<sup>TH</sup> of JANUARY, 2022 within my jurisdiction, the within named JEFFERY CLAYTON SHORT, JR. who acknowledged that he is the SOLE MEMBER of ShortCo, LLC., as his act and deed, he signed, executed and delivered the above and foregoing instrument, and is duly authorized so to do.

  
NOTARY PUBLIC

My Commission Expires:



OWNER.

  
REED HILLEN  
Chairman, TRA

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for said county and state, on this the 21st day of January 2022, within my jurisdiction, the within named REED HILLEN, who acknowledged that he is the Chairman of the Tupelo Redevelopment Agency, and that for and on behalf of said Tupelo Redevelopment Agency, and as its act and deed, he signed, executed and delivered the above and foregoing instrument, after first having been duly authorized by said Tupelo Redevelopment Agency so to do.

  
NOTARY PUBLIC

My Commission Expires:



## Tiffany May

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**From:** Debbie Brangenberg  
**Sent:** Thursday, September 29, 2022 10:45 AM  
**To:** Tiffany May; Ben Logan; Stephen Reed; Kim Hanna; Don Lewis; Scott Costello  
**Subject:** Fwd: Option Agreement for Lot 10, Fairpark

This just cam in from Shane Homan.

Debbie

Sent from my iPhone

Begin forwarded message:

**From:** Debbie Brangenberg <debbie.brangenberg@tupeloms.gov>  
**Date:** September 29, 2022 at 10:44:31 AM CDT  
**To:** Shane Homan <shoman@cdfms.org>  
**Subject:** Re: Option Agreement for Lot 10, Fairpark

Yes was not aware of this. I will get in on the list.  
Debbie

Sent from my iPhone

On Sep 29, 2022, at 10:42 AM, Shane Homan <shoman@cdfms.org> wrote:

Do we need to take action this request at our meeting today. Thanks.

Shane Homan  
Chief Operating Officer  
**Community Development Foundation**

Creating jobs. Developing communities. Fostering business.  
P.O. Box A | 398 E Main St., CDF Center | Tupelo, MS 38802-1210 | (O) 662-842-4521  
| [www.cdfms.org](http://www.cdfms.org)

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**From:** Clay Short <cshort@trirealestate.net>  
**Date:** Thursday, September 29, 2022 at 9:19 AM

To: Shane Homan <shoman@cdfms.org>, Ben Logan  
<ben.logan@tupeloms.gov>, Reed Hillen <wrh@hillenwicker.com>  
Subject: Option Agreement for Lot 10, Fairpark

Guys,

Unfavorable market conditions have made it increasingly difficult to take the project discussed, regarding the above mentioned Lot, to fruition like we hoped when we signed our Option Agreement. Unfortunately we're requesting that our Option Agreement be terminated and our \$4,000 be returned. We'll be happy to discuss other options, but definitely want to notify before our one-year agreement terminates

Best regards,

Clay Short  
Commercial Brokerage  
TRI Inc - Commercial  
662-231-4262 m

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11/1/2022

INV/ACCT	VENDOR	AMOUNT	APPROVAL
TRAVEL	MS VEGETATION MGMT ASSN	\$ 79.22	<u>TR</u>
TRAVEL	ALEX WOODS	\$ 665.00	<u>TR</u>
TRAVEL	JAYSON TREADWELL	\$ 665.00	<u>TR</u>
TRAVEL	REED PRIEST	\$ 665.00	<u>TR</u>
TRAVEL	LEIGH ANN MATTOX	\$ 508.52	<u>TR</u>
3018810608	ATMOS	\$ 85.11	<u>TR</u>
TRAVEL - REED	MMA	\$ 225.00	<u>TR</u>
TRAVEL - LOGAN	MMA	\$ 225.00	<u>TR</u>
	DEEPIKA DEY	\$ 135.00	<u>TR</u>
TAG	MS DEPARTMENT OF REV	\$ 12.00	<u>TR</u>
TAG	MS DEPARTMENT OF REV	\$ 12.00	<u>TR</u>
TAG	MS DEPARTMENT OF REV	\$ 12.00	<u>TR</u>
REFUND	SHORTCO LLC	\$ 1,249.32	<u>TR</u>
601043083R	WHITTINGTON OFFICE	\$ 4,375.00	<u>TR</u>
TRAVEL	PENNY JOLLY	\$ 95.00	<u>TR</u>
TRANSLATOR	SUSANNA LARIS	\$ 100.00	<u>TR</u>
	STATE TREASURER	\$ 29,655.51	<u>TR</u>
	DPS FUND 3747	\$ 1,151.00	<u>TR</u>
	CRIMESTOPPERS	\$ 181.17	<u>TR</u>