

Tupelo Redevelopment Agency

Agenda

June 18, 2024

1. **Review/Approve Minutes of May 8, 2024**
Exhibit A
2. **Ratify Approval to Amend Contract with Sportsman Lawn and Landscape for an additional \$325.00**
Exhibit B
3. **Ratify/Approve Invoice #104740424 Sportsman Lawn and Landscape for Fairpark Residential in the amount of \$2,500 for June.**
Exhibit C
4. **Review/Approve Quote from Sportsman Lawn and Landscape for \$900 for Spraying and Ditch Clean Up.**
Exhibit D
5. **Review/Approve Rebate of \$9,840 for Thomas R. Burchfield and Lisa J Burchfield**
Exhibit E
6. **Accept Purchase Contract from Dustin Dabbs for 4-2 Fairpark Phase IV in the amount of \$25,000**
Exhibit F
5. **Possible Executive Session in the Matter of Land Sales/Purchase**

Tupelo Redevelopment Agency

Minutes

May 8, 2024

A meeting of the Tupelo Redevelopment Agency convened at 2:00 pm on May 8, 2024 in Conference Room B, Tupelo City Hall. Agency Members participating were Shane Homan, Vice Chair, Cheryl Rainey, Brannon Kahlstorf, Ben Logan, City Attorney and Stephen Reed, Assistant City Attorney, COO, CFO Kim Hanna, 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 Agency Vice Chair, Shane Homan.

Review/Approve Minutes of March 28, 2024

Upon a motion by Brannon Kahlstorf and a second by Cheryl Rainey the Minutes of March 28, 2024 unanimously approved.

Exhibit A

Review/Approve Invoice 111608 James Hinds in the amount of \$600.00 for Beaver Trapping.

Upon a motion by Brannon Kahlstorf and a second by Cheryl Rainey the Agency unanimously approved Invoice 111608 to James Hinds in the amount of \$600.00 for Beaver Trapping.

Exhibit B

Review/Approve Invoice #104740425 Sportsman Lawn and Landscape for Fairpark Residential Mowing in the amount of \$2,500 for May.

Upon a motion by Cheryl Rainey and a second by C Brannon Kahlstorf the Agency unanimously approved Invoice #104740425 Sportsman Lawn and Landscape for Fairpark Residential Mowing in the amount of \$2,500 for May.

Exhibit C

Review/Approve Rebates:

Upon a motion by Brannon Kahlstorf and a second by Cheryl Rainey the Agency unanimously approved the following rebates.

**Lot 4-5 Fairpark Investment Group, LLC in the
Amount of \$9,664.00.**

Exhibit D

**Lot 4-6 Fairpark Investment Group, LLC in the
Amount of \$9,840.00.**

Exhibit E

**Lot 4-8 Fairpark Investment Group, LLC in the
Amount of \$9,840.00.**

Exhibit F

**Rebate for Lot 4-4 T & W Development, LLC in the
Amount of \$7,400.00.**

Exhibit G

Discuss drainage on south end of property.

COO Don Lewis and Debbie Brangenberg reported to the Agency that recent heavy rains had created some back up of water in Phase IV. There was one yard that had water back up briefly and the property owner has requested compensation for repairs. Ms. Brangenberg reported that the ditch sloped in two directions, to the west and to the east. There was a beaver dam but upon inspection it was determined that this may or may not have added to the back up of water. Mr. Lewis stated that if this was in any other area of the city that no compensation would be made. Mr. Lewis also reported that measures had been taken to review the area on the south end of the property to assure that what drainage that was in place was adequate. This rain event was one where there was a great deal of rain in a short amount of time which does create at times a temporary back up of water. Ms. Brangenberg reported that once the rain slowed and stopped the water receded within a short period of time.

Options were presented to the Agency to pave the ditch with concrete or to have the maintenance crew mow to a shorter length. Ms. Brangenberg is to get Cook Coggin to send a letter confirming that the drainage is sufficient. After a brief discussion, it was determined that this area would be monitored, and until the area is fully built out, it would not be prudent to make improvements. No action was taken.

Exhibit F

Review/Approve Professional Services Arnett Muldrow and Associates to develop a Master Plan in the amount of \$10,000 for Threlkeld Property.

COO, Don Lewis informed the Agency that projects were being delegated to various members of the Administration Team and that City Attorney, Ben Logan would be the Project Manager with Debbie Brangenberg serving as the liaison for TRA. Mr. Logan reported to the Agency that before transfer of property from the City to TRA, there is a statutory requirement to have a Master Plan for development and sale of property.

Upon a motion by Shane Homan and second by Brannon Kahlstorf, the Agency voted **unanimously to approve Professional Services with Arnett Muldrow and Associates** in the amount of \$10,000 to develop a Master Plan for the Threlkeld Property with the condition that the concept, that is client specific, for a portion of the property be included with the overall Master Plan. The friendly amendment was made Brannon Kahlstorf and accepted by Shane Homan with a second by Cheryl Rainey to amend the previous motion to authorize City Attorney, Ben Logan to move forward with discussions with potential client and consultants to include an updated development agreement from the client and that the consultants work with concepts already in place.

Exhibit H

Review/Approve Professional Services Contract with Cook Coggin for Phase I Environmental, Threlkeld Property in the amount of \$4,475.

Upon a motion by Cheryl Rainey and a second by Brannon Kahlstorf the Agency unanimously approved Professional Services Contract with Cook Coggin for Phase I Environmental, Threlkeld Property in the amount of \$4,475.00.

Exhibit I

Discuss overall maintenance of Fairpark.

COO, Don Lewis and Project Director, Debbie Brangenberg provided an update on Fairpark Maintenance. Shipman Sloan was the original designer of Fairpark Plaza and a Master Tree Planting plan. Shipman will be conducting an assessment, providing information on repairs to irrigation, and plant materials and making recommendations for the area. What exists is the original landscaping and tree planting and updates need to be made. Mr. Lewis reported that there is an overall need to make needed repairs and new landscaping installed in Fairpark. There is also a need to move toward an HOA in the residential areas in the future. No action was taken.

A quote was presented from Precision Machine and Metal Fab, Inc. in the amount of \$22,125.00 for the construction of a dumpster enclosure on the western end of East Troy Street.

Exhibit J

Upon a motion by Brannon Kahlstorf and a second by Cheryl Rainey the Agency unanimously approved the construction of a dumpster enclosure contingent on sufficient funds available.

Possible Executive Session in the Matter of Land Sales/Purchase

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

Project Director, Debbie Brangenberg reported to 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 Brannon Kahlstorf and a second by Cheryl Rainey, the Agency voted unanimously to enter into Executive Session.

Upon a motion by Brannon Kahlstorf and a second by Cheryl Rainey, the Agency voted unanimously to return to Regular Session.

The following actions were taken:

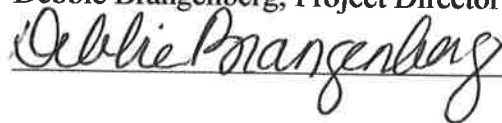
4-30 – Nic Nichols Owner. Upon a motion by Brannon Kahlstorf and a second by Cheryl Rainey, the Agency voted unanimously to enter into a one year buy back provision with the current owner and new purchaser and TRA would pay up to \$2,700 for a new sewer tap installation on the property.

With no further action, Vice Chair, Shane Homan called for a motion to adjourn. Upon a motion by Brannon Kahlstorf and a second by Cheryl Rainey, the Agency voted unanimously to adjourn.

Shane Homan, Vice Chair

A handwritten signature in black ink, appearing to read "Shane Homan", written over a horizontal line.

Debbie Brangenberg, Project Director

A handwritten signature in black ink, appearing to read "Debbie Brangenberg", written over a horizontal line.

Spartan Lawn & Landscape
For The Neatest Yard Around
322 North Eason Blvd
P.O. Box 2127
Tupelo, MS 38803-2127
[662] 844-6539

PROPOSAL

Number 10089

Page No. 1 Of 1 Pages

PROPOSAL SUBMITTED TO Fair Park District PHONE 662-231-2496 DATE 05/22/2024

STREET 71 East Troy Street JOB NAME Per Time Lawn Maintenance

CITY, STATE AND ZIP CODE Tupelo, MS 38804 JOB LOCATION 71 East Troy Street

We hereby submit specifications and estimates for:
This agreement includes the following items:

- 1. Mowing on a weekly basis during the growing season for additional lots. **\$325.00 per month**
 - a. Weedeating as needed during each mowing
 - b. Edging all concrete with a steel blade stick edger.
 - c. Blowing all driveways, walks, etc. off during each mowing
 - d. Pickup any litter, etc. during each mowing.

Any service performed outside of this agreement will be billed in addition to the service amount.

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for sum of: Dollars (\$)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. 30-Day written notice required for cancellation.

Authorized Signature: Josh Logan

Note: This proposal may be withdrawn By us if not accepted within 60 days

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Signature: _____

Exhibit C

City of Tupelo

Todd Jordan

Mayor

REQUEST FOR PAYMENT

DATE: 5/31/2024

PAYEE: Sportsman Lawn and Landscape

ADDRESS: PO Box 2127

ACCOUNT: _____

Tupelo, MS 38803

VENDOR: _____

AMOUNT: \$2,500.00

REQUESTED BY: Debbie Brangenberg/Tupelo Redevelopment Agency

APPROVED BY: _____

EXPLANATION: Jun-24

invoice

SPORTSMAN LAWN & LANDSCAPE

"For the neatest yard around, call us"

P.O. Box 2127

TUPELO, MS 38803-2127

(662) 844-6539

Invoice # 104740524

ACCOUNT NO. 1047	DATE 05/24/24
TOTAL AMOUNT DUE	
\$ 2,500.00	

Date Due: 06/08/24

Debbie Brangenberg

71 East Troy Street

Tupelo, MS 38804

Services Rendered At: FAIRPARK RESIDENTIAL DISTRICT
71 East Troy Street
TUPELO MS 38804

AMOUNT ENCLOSED \$ _____

RETURN THIS PORTION WITH PAYMENT

Page # 1 REMIT TO: SPORTSMAN LAWN & LANDSCAPE PREVIOUS BALANCE ► 2,500.00

DATE		DESCRIPTION	AMOUNT		
05/24/24		CHECK #00426052	2,500.00		
04/29/24	18	M,W,E,B,WC - GROWING SEASON	0.00		
05/06/24	19	M,W,E,B,WC - GROWING SEASON	0.00		
05/13/24	20	M,W,E,B,WC - GROWING SEASON	0.00		
05/20/24	21	M,W,E,B,WC - GROWING SEASON	0.00		
05/20/24	1	STARTUP/EVALUATION OF IRRIGATION SYSTEM	0.00		
05/24/24		Installment for the month of Jun	2,500.00		
<i>Debbie Brangenberg</i>					
Current		Over 30	Over 60	Over 90	TOTAL AMOUNT DUE
2,500.00					\$ 2,500.00

MESSAGES / COMMENTS

May has been a great month! We will be closed on Monday, May 27th, to celebrate Memorial Day with our families. We hope you have a safe and happy holiday!

Thank You

Sportsman Lawn & Landscape

For The Neatest Yard Around
322 North Eason Blvd.
P.O. Box 2127
Tupelo, MS 38803-2127
(662) 844-6539

PROPOSAL

Number 100133

Page No. 1 Of 1 Pages

PROPOSAL SUBMITTED TO Fairpark Residential District	PHONE 662-401-0175	DATE 6/12/2024
STREET 71 East Troy Street	JOB NAME Retention Pond Cleanup	
CITY, STATE AND ZIP CODE Tupelo, MS 38804	JOB LOCATION 71 East Troy Street	

We hereby submit specifications and estimates for:

This proposal is for the landscape rip out for the Fairpark Residential District at 71 East Troy Street Tupelo, MS

- We will: Cut and line trim around retention pond on Elizabeth St.
- Cleanup ditch along south side of property
- Spray selective herbicide in areas where allowed.

Any service performed outside of this agreement will be billed in addition to the service amount.

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for sum of:
One thousand eight hundred dollars and no/100 *Dollars (\$1,800.00)*

Payment to be made as follows:
Fifty percent due upon proposal acceptance. **\$900.00**
Final payment due upon completion and receipt of invoice.

Applicable sales taxes are not included. 3% convenience fee charged with all credit/debit card transaction.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. 30-Day written notice required for cancellation.

Authorized Signature: Josh Logan

Note: This proposal may be withdrawn By us if not accepted within 60 days

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Signature: _____

City of Tupelo

Todd Jordan

Mayor

REQUEST FOR PAYMENT

DATE: 5/6/2024

PAYEE: Thomas R. Burchfield and Lisa J Burchfield

ADDRESS: PO Box 3157

ACCOUNT: _____

Tupelo, MS 38803

VENDOR: _____

AMOUNT: \$9,840.00

REQUESTED BY: Debbie Brangenberg

APPROVED BY: _____

EXPLANATION: Rebate 4-19, Phase IV Fairpark Residential

**Tupelo Redevelopment Agency
Payment Request**

**Rebate of Lot 4-16, Phase IV Fairpark
Residential**

Pay to the order of:

Thomas R. Burchfield and Lisa J Burchfield
PO Box 3157
Tupelo, MS 38803

Tupelo, MS 38801

Lot Price	\$25,000
House Heated and Cooled Square Footage X \$8.00	-\$15,160
Rebate	\$ 9,840

PROPERTY OPTION AND SALE AGREEMENT

THIS AGREEMENT entered into this the 17 day of May, 2024, by and between the **TUPELO REDEVELOPMENT AGENCY**, the urban renewal agency of the City of Tupelo, Mississippi, organized and existing under the laws of the State of Mississippi (hereinafter referred to as "SELLER"), and DC Development LLC, (hereinafter referred to as "PURCHASER"), for and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

1.

OPTION. Upon Purchaser's payment and Seller's acceptance of a non-refundable option/earnest money fee in the amount of \$ 300⁰⁰, Purchaser agrees to purchase and Seller agrees to sell Lot 4-2 of the Fairpark District, Phase IV residential subdivision as depicted on the Plat for said subdivision on file in the office of the Chancery Clerk of Lee County, Mississippi in Plat Cabinet C at Slide 145, subject to the terms and conditions contained herein.

2.

PRICE. The purchase price of the property shall be Twenty-Five Thousand Dollars (\$25,000.00) less \$ _____ of the option/earnest money paid, and shall be due and payable from Purchaser at the closing of the lot.

3.

TITLE. Seller will provide Purchaser with a title certificate for each lot from an attorney of Seller's choice, free and clear of all liens and encumbrances. If said title certificate, survey or environmental study of the subject real property reflects defects, encumbrances or other matters which affect the marketability of the real property described herein, then Seller may, at its option, either: (a) Return all sums paid by Purchaser and declare this Agreement void, or (b) Seller shall have thirty (30) days from date of receipt of written notice from Purchaser of such defect to cure

same. If the title cannot be cured within said thirty (30) day period, then this Agreement shall terminate and Seller shall return any earnest money to Purchaser. The Seller shall furnish a good and sufficient Warranty Deed at time of closing conveying title to the subject property to the Purchaser herein. Notwithstanding the above, this conveyance is and shall be subject to the following:

(a) Subject to applicable Declaration of Covenants, Conditions and Restrictions to the above-described real property filed for record in the Office of the Chancery Clerk of Lee County, Mississippi.

(b) Easements, restrictive covenants and other matters as shown on the plat of Fairpark District Phase Four - Cabinet C- Slide 145, as same are recorded in the records of maps and plats on file in the office of the Chancery Clerk of Lee County, Mississippi.

(c) Reservation by the Grantor of a perpetual easement of ingress and egress for pedestrian and vehicular traffic and shared parking over the driving lanes, parking areas and walkways of the parking lots developed or to be developed by Grantee. The easements reserved hereby shall run with the land.

(d) Other matters contained in this agreement, including, but not limited to, those considered in Sections 10-13 below which shall be made part of and included in the Warranty Deed.

4.

INSPECTION. Prior to closing, Purchaser shall have the right to go upon the property for the purpose of making engineering studies, surveys, topographical surveys, determination of water, street and sewer layouts, test boring, and sub-surface inspections. Purchaser will, at his expense, repair any damage caused by its activities on the Property.

5.

2

POSSESSION. Possession of the subject property shall be delivered to Purchaser at time of closing unless mutually agreed otherwise.

6.

CLOSING. The closing (the "Closing") of the transaction(s) contemplated in Paragraph 2 above shall be No more than sixty (60) days from the effective date of this Agreement. Seller has advised Purchaser that the subject lot can be conveyed by Seller pursuant to the terms and conditions set forth herein, and said lot is suitable in Seller's opinion for Purchaser to immediately commence construction thereon.

7.

CLOSING COSTS. Seller shall be responsible for the expense of preparation of the warranty deed and certificate of title. Purchaser shall be responsible for all other closing costs. It is further agreed and understood that each party hereto shall be responsible for their respective attorney's fees and other costs incurred in connection with the closing.

8.

TAXES. Taxes for any current year of closing, if any, shall be pro-rated.

9.

REAL ESTATE COMMISSION. Seller and Purchaser each represent to the other that neither is represented by a real-estate broker, and that no real estate commissions are due in connection with the sale of the subject lot or parcel.

10.

ADDITIONAL CONDITIONS: REIMBURSEMENT INCENTIVES.

Seller will provide an incentive rebate on each lot based on the difference of cost at \$8 per square foot in a building floor plan of 3125 square feet down to a minimum of 1800 square feet. (E.g. final cost of lot 3125 sq. ft. or greater - \$25,000; final cost of lot 1800 sq. ft. - \$14,400;

final cost of lot 2500 sq. ft. - \$20,000.) Square footage will be based on the heated/cooled portion of the structure as confirmed by the building permit filed by the developer. The purchaser is eligible to apply for the rebate upon design approval, issuance of building permit and verification of square footage by a constructed foundation. The developer will provide a copy of the approved permit with approved square footage to TRA to apply for the rebate.

11.

ADDITIONAL CONDITIONS: DESIGN REVIEW.

All houses built are subject to design approval of each house constructed by the Design Review Committee of Tupelo Redevelopment Agency and the development and building codes of the City of Tupelo, Mississippi.

12.

ADDITIONAL CONDITIONS: SELLER'S OPTION TO REPURCHASE

Construction shall begin on the subject lot within one year from the date of the execution of a Warranty Deed. Should construction fail to commence within this time period, Tupelo Redevelopment Agency shall have the option for a period of twelve (12) months thereafter to repurchase the subject real property from Purchaser, its successors and/or assigns, at the original purchase price less any incentives previously paid to Purchaser

13.

ADDITIONAL CONDITIONS: SELLER'S FIRST RIGHT OF REFUSAL

In the event Purchaser elects to sell or otherwise dispose of said property within twelve (12) months from the date of closing, Purchaser shall, before completing such sale or other disposition, provide a written notice (the "Right of First Refusal Notice") of such sale to Seller. Seller shall have fourteen (14) days from receipt of written notice to purchase the property at the original purchase price. If Seller elects not to purchase the property, it will cause a written notice of its refusal to be recorded in the land records of Lee County,

Mississippi within the fourteen (14) day period. Seller's Right of First Refusal shall terminate upon Purchaser's commencement of construction or twelve (12) months from the date of closing, whichever occurs first. Termination of Seller's Right of First Refusal shall have no effect upon Seller's Right to Repurchase as contained in paragraph 12 above.

14.

ACCEPTANCE. Excluding those ADDITIONAL CONDITIONS above, it is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement.

SIGNATURE PAGE FOLLOWS

EXECUTED IN DUPLICATE ORIGINALS, on this the 17 day of May, 2024.

TUPELO REDEVELOPMENT AGENCY

Reed Hillen, Chairman

PURCHASER

W. Hill

~~*W. Hill*~~
W. Hill

CASH RECEIPT
CITY OF TUPELO

DATE 5-22-21

NO. 50202

RECEIVED FROM

IRA

Lot 4-2, earnest money

FUND NO.

ACCOUNT NO.

AMOUNT REC'D
\$300 (cash)

RECEIVED BY [Signature]

TOTAL \$300

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