

REGULAR CITY COUNCIL MEETING
MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
DECEMBER 05, 2023

Be it remembered that a regular meeting of the Tupelo City Council was held in the Church Street School auditorium on Tuesday, December 5, 2023, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney, and Missy Shelton, Clerk of the Council. Council Member Bryan led the invocation. Council Member Davis led the pledge of allegiance.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Council Member Davis moved, seconded by Council Member Palmer, to amend the agenda and agenda order as follows:

DELETE # 13 IN THE MATTER OF TRA MINUTES OF SEPTEMBER 21, 2023

ADD # 16 IN THE MATTER OF APPROVAL OF SOLICITATIONS OF RFPs FOR
DEPOSITORY BID

The vote was unanimous in favor.

EMPLOYEE RECOGNITION

Mayor Todd Jordan recognized the following for their employment with the City of Tupelo:

Michael Bowens - Police Department - 20 years

Davis Manning - Police Department - 10 years

PUBLIC RECOGNITION

Council Member Nettie Davis thanked the Outreach Committee for the Thanksgiving service held at the Link Center. She also reminded everyone that the Reed's Christmas Parade is scheduled for December 8.

Council Member Rosie Jones asked for all to keep the family of Lacey Elkins in their prayers.

Council Member Janet Gaston invited everyone to attend the 10th anniversary of the Aqua-Thon Celebration on Saturday, December 9. The money raised will go towards the purchase of lighting upgrades to LEDs and upgrades to the sound system.

Council Member Travis Beard thanked Alex and the Park and Recreation team for the outstanding event of the Lighting of the Park and the Oren Dunn Museum event with Mr. and Mrs. Clause.

MAYOR'S REMARKS

Mayor Todd Jordan invited everyone to join in at the Christmas Parade on Friday night at 6:00 PM. He also shared that Council Member Janet Gaston will be swimming in the Aqua-Thon on Saturday.

IN THE MATTER OF MINUTES OF NOVEMBER 21, 2023 MEETING

Council Member Davis moved, seconded by Council Member Bryan, to approve the minutes of the November 21, 2023 regular Council meeting. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Council Member Palmer moved, seconded by Council Member Jones, to approve the advertising and promotional items, as follows:

MS Radio Group \$299.00 Christmas Greeting radio ads from City of Tupelo

IN THE MATTER OF BUDGET AMENDMENT #3 FOR FY 2023-2024

Council Member Palmer moved, seconded by Council Member Jones, to approve budget amendment #3 for the 2023-2024 budget. The vote was unanimous in favor. APPENDIX B

IN THE MATTER OF LICENSE COMMISSION MINUTES OF OCTOBER 24, 2023

Council Member Davis moved, seconded by Council Member Jones, to approve the License Commission minutes of October 24, 2023. The vote was unanimous in favor. APPENDIX C

IN THE MATTER OF PLANNING COMMITTEE MINUTES OF OCTOBER 2, 2023

Council Member Gaston moved, seconded by Council Member Mims, to approve the Planning Committee minutes of October 2, 2023. The vote was unanimous in favor. APPENDIX D

IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – SIGNS (TABLED AT NOVEMBER 7, 2023 MEETING)

This item was unanimously left on the table.

IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – MULTIFAMILY (TABLED AT NOVEMBER 7, 2023 MEETING)

This item was unanimously left on the table.

IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – CONGREGATE LIVING (TABLED AT NOVEMBER 7, 2023 MEETING)

This item was unanimously left on the table.

IN THE MATTER OF DISPOSAL OF PERSONAL PROPERTY (PARKING CURBS) BY AGREEMENT WITH CITY OF SALTILLO

Council Member Palmer moved, seconded by Council Member Gaston, to find that 80 parking curbs from the Park and Recreation Department had ceased to be used for public purposes, and an agreement to dispose of them to the City of Saltillo would promote the best interest of the governing authority. The vote was unanimous in favor. APPENDIX E

IN THE MATTER OF AWARD OF ROW LINE CLEARANCE CONTRACT (BID NO. 2023-015WL)

Council Member Gaston moved, seconded by Council Member Palmer, to approve a contract between the Tupelo Water and Light Department and R.O.W. Pro, LLC, for bid # 2023-051WL. The vote was unanimous in favor. APPENDIX F

IN THE MATTER OF APPROVAL OF CHANGE ORDER # 1 & SUMMARY FOR THE NORTH GREEN STREET SUBSTATION (BID NO 2023-033WL)

Council Member Davis moved, seconded by Council Member Bryan, to find as commercially reasonable and not made to circumvent the purchasing laws and to approve change order #1 and summary for Bid 2023-033WL - North Green Street Substation. This change order decreases the total amount by \$39,484.65 based on final quantities. The vote was unanimous in favor. APPENDIX G

IN THE MATTER OF APPROVAL OF SOLID WASTE DISPOSAL SERVICE AGREEMENT BETWEEN THREE RIVERS SOLID WASTE AUTHORITY AND CITY OF TUPELO, MISSISSIPPI AND AUTHORIZATION OF MAYOR TO SIGN ON BEHALF OF THE CITY

Council Member Bryan moved, seconded by Council Member Davis, to approve a Solid Waste Disposal Service Agreement Between Three Rivers Solid Waste Authority and City of Tupelo, Mississippi and Authorization of Mayor to Sign on Behalf of the City. The vote was unanimous in favor. APPENDIX H

IN THE MATTER OF THE APPROVAL OF AN APPLICATION MADE BY THE NEIGHBORHOOD DEVELOPMENT CORPORATION FOR CONDITIONAL AMNESTY OF LIENS ASSESSED AGAINST REAL PROPERTY LOCATED OWNED BY IT AT 1100 CHAPMAN DRIVE

Council Member Davis moved, seconded by Council Member Jones, to approve an Order Authorizing Conditional Amnesty of Liens Assessed Against Real Property Owned by the Neighborhood Development Corporation and Located at 1100 Chapman Drive in Accordance with MISS Code Ann.

§21-19-12 (1972, as Amended). The liens total \$8,922.73. The vote was unanimous in favor.
APPENDIX I

IN THE MATTER OF APPROVAL OF AUTHORIZATION OF THE SOLICITATION OF BIDS FOR THE SELECTION OF ONE OR MORE MUNICIPAL DEPOSITORIES OF THE CITY OF TUPELO

Council Member Palmer moved, seconded by Council Member Mims, to Authorize the Solicitation of Bids from Qualified Financial Institutions, to be Received at the January 16, 2024 Regular Meeting of the Tupelo City Council, for the Selection of One or More Municipal Depositories of the City of Tupelo in Accordance with Miss. Code Ann § 21-105-305 and 27-105-353 (1972, as Amended). The vote was unanimous in favor. APPENDIX J

IN THE MATTER OF APPROVAL OF BID 2023-048DS – COMPREHENSIVE PLAN 2025-2040 - REQUEST FOR PROPOSALS

Upon the unanimous agreement of the City Council, the Matter of Approval of Bid 2023-048DS - Comprehensive Plan 2025-2040 - Request for Qualifications is moved from the Study Agenda to the Active Agenda at the next regular meeting of the City Council.

ADJOURNMENT

There being no further business to come before the Council at this time, Council Member Palmer moved, seconded by Council Member Jones, to adjourn the meeting. The vote was unanimous in favor at 6:19 PM.

This the 5th day of December, 2023.


Travis Beard, Council President

ATTEST:


Missy Shelton, Council Clerk

APPROVED


Todd Jordan, Mayor

12-20-2023
Date

**CHECK INFORMATION FOR COUNCIL MEETING
December 5, 2023**

FUND	CHECK NUMBERS
POOL CASH EFT TWL ADJUSTMENTS	ID-422209-422216;422217-422482 50002539-50002560 1-26

ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET

INVOICES AS SHOWN ON FACE OF DOCKET

City of Tupelo
Fy 2024 Budget Revision #3

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 2024 Budget as follows:

	Original Budget	Amendment	Amended Budget
General Fund Revenues			
Local Taxes	8,718,760		8,718,760
Licenses & Permits	1,125,000		1,125,000
Intergovernmental Revenues	36,524,238	619,806	37,144,044
Charges for Services	698,000		698,000
Fines & Forfeits	577,000		577,000
Interest Income & Misc. Revenues	1,023,962		1,023,962
Other Financing Resources	224,209		224,209
Unreserved Fund Balance	-	-	-
Total General Fund Revenues	48,891,169	619,806	49,510,975

Purpose: To budget for the expected increase in sales tax collections.

Expenditures:

City Council

Personnel	307,461	3,311	310,772
Supplies	6,000		6,000
Other Services & Charges	196,250		196,250
Capital	-	-	-
Total City Council	509,711	3,311	513,022

Purpose: To budget for cost-of-living and insurance increases.

Executive Dept.

Personnel	1,128,882	22,607	1,151,489
Supplies	23,500		23,500
Other Services & Charges	289,850		289,850
Capital	-	-	-
Total Executive Dept.	1,442,232	22,607	1,464,839

Purpose: To budget for cost-of-living and insurance increases.

City Court

Personnel	977,461	22,555	1,000,016
Supplies	32,300		32,300
Other Services & Charges	107,342		107,342
Capital	-	-	-
Total City Court	1,117,103	22,555	1,139,658

Purpose: To budget for cost-of-living and insurance increases.

	Original Budget	Amendment	Amended Budget
<u>Finance Department</u>			
Personnel	872,613	19,154	891,767
Supplies	31,600		31,600
Other Services & Charges	624,325		624,325
Capital	326,400	-	326,400
Total Finance Department	1,854,938	19,154	1,874,092

Purpose: To budget for cost-of-living and insurance increases.

<u>Human Resources</u>			
Personnel	342,060	7,808	349,868
Supplies	4,100		4,100
Other Services & Charges	131,400		131,400
Capital	-	-	-
Total Human Resources	477,560	7,808	485,368

Purpose: To budget for cost-of-living and insurance increases.

<u>Development Services</u>			
Personnel	1,405,535	29,970	1,435,505
Supplies	37,172		37,172
Other Services & Charges	190,960		190,960
Capital	-	-	-
Total Development Services	1,633,667	29,970	1,663,637

Purpose: To budget for cost-of-living and insurance increases.

<u>Police Dept</u>			
Personnel	9,808,674	221,317	10,029,991
Supplies	783,486		783,486
Other Services & Charges	2,335,455		2,335,455
Capital	398,600	-	398,600
Total Police Dept.	13,326,215	221,317	13,547,532

Purpose: To budget for cost-of-living and insurance increases.

<u>Fire Dept</u>			
Personnel	7,073,594	160,015	7,233,609
Supplies	415,288		415,288
Other Services & Charges	345,286		345,286
Capital	-	-	-
Total Fire Dept.	7,834,168	160,015	7,994,183

Purpose: To budget for cost-of-living and insurance increases.

	Original Budget	Amendment	Amended Budget
<u>Public Works</u>			
Personnel	3,266,834	73,077	3,339,911
Supplies	406,100		406,100
Other Services & Charges	2,375,258		2,375,258
Capital	17,000	-	17,000
Total Public Works	<u>6,065,192</u>	<u>73,077</u>	<u>6,138,269</u>

Purpose: To budget for cost-of-living and insurance increases.

<u>Parks & Recreation</u>			
Personnel	2,323,289	50,075	2,373,364
Supplies	457,000		457,000
Other Services & Charges	1,179,533		1,179,533
Capital	31,659	-	31,659
Total Parks & Rec	<u>3,991,481</u>	<u>50,075</u>	<u>4,041,556</u>

Purpose: To budget for cost-of-living and insurance increases.

<u>Aquatics Facility</u>			
Personnel	480,474	6,753	487,227
Supplies	103,500		103,500
Other Services & Charges	512,000		512,000
Capital	10,000	-	10,000
Total Aquatics Facility	<u>1,105,974</u>	<u>6,753</u>	<u>1,112,727</u>

Purpose: To budget for cost-of-living and insurance increases.

<u>Museum</u>			
Personnel	145,944	3,166	149,110
Supplies	9,000		9,000
Other Services & Charges	37,600		37,600
Capital	4,000	-	4,000
Total Museum	<u>196,544</u>	<u>3,166</u>	<u>199,710</u>

Purpose: To budget for cost-of-living and insurance increases.

Community Services	<u>1,065,600</u>	<u>-</u>	<u>1,065,600</u>
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Purpose:

Debt Service	<u>325,480</u>	<u>-</u>	<u>325,480</u>
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Purpose:

Other Financing Uses	<u>7,889,804</u>	<u>-</u>	<u>7,889,804</u>
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Purpose

Reserves	<u>55,500</u>	<u>-</u>	<u>55,500</u>
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Total General Fund Expenditures	<u>48,891,169</u>	<u>619,806</u>	<u>49,510,975</u>
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	Original Budget	Amendment	Amended Budget
Fund 102			
Convention & Visitors Bureau			
Revenues			
Intergovernmental Revenue	5,941,848		5,941,848
Federal Grants	-		-
Interest & Miscellaneous Income	60,000	21,096	81,096
Unreserved Fund Balance	-	-	-
Total Revenues	<u>6,001,848</u>	<u>21,096</u>	<u>6,022,944</u>
Expenditures			
Personnel Services	952,974	21,096	974,070
Supplies	19,500		19,500
Other Services & Charges	3,614,252		3,614,252
Capital Outlay	62,500		62,500
Other Financing Uses	1,352,622	-	1,352,622
Total Expenditures	<u>6,001,848</u>	<u>21,096</u>	<u>6,022,944</u>
Purpose	To budget for cost-of-living and insurance increases.		

Fund 335			
Major Thoroughfare Fund Phase VII			
Revenues			
Ad Valorem Taxes	5,757,254		5,757,254
Homestead	196,181		196,181
Interest & Miscellaneous Income	-	2,687	2,687
Unreserved Fund Balance	5,651,811	-	5,651,811
Total Revenues	<u>11,605,246</u>	<u>2,687</u>	<u>11,607,933</u>
Expenditures			
Personnel Services	117,635	2,687	120,322
Other Services & Charges	2,737,860		2,737,860
Capital Outlay	8,749,751		8,749,751
Other Financing Uses	-	-	-
Total Expenditures	<u>11,605,246</u>	<u>2,687</u>	<u>11,607,933</u>
Purpose	To budget for cost-of-living and insurance increases.		

Voting

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

Aye
Aye
Aye
Aye
Aye
Aye
Aye

Approved:

Travis Beard
 President of the Council
 City of Tupelo

Attest:

Missy Shelton
 Clerk of the Council

Todd Jordan
 Mayor
 City of Tupelo

Attest:

Kim Larua
 City Clerk



Tupelo License Commission Minutes

Date: 10/24/2023 **Time:** 5:30 PM **Call to Order:** Tony Carroll **Meeting Adjourned:** 6:04 PM

In Attendance

LICENSE COMMISSION MEMBERS PRESENT:

Tony Carroll, General Contractor Randy Hanlon, Plumber Matt Wiley, Mechanical Engineer
Jay Scruggs, Residential Builder Thomas Walker, Fire Safety Code Richard Rhudy, Electrician

LICENSE COMMISSION MEMBERS NOT PRESENT:

None

CITY OF TUPELO STAFF PRESENT:

Patrick Reagan, Chief Building Inspector Jennifer Roberson, DDS Office Manager
Kristian Skou, Fire Marshall Mark Nowell, Fire Marshal Tyler Scott, Fire Marshal

OTHERS PRESENT:

Kenneth Estes, Contractor (Estes Building & Remodeling, LLC)
David Jones, Architect (DSJ Creative Designs, LLC)

Approval of Minutes

Chairman Tony Carroll asked the Committee to review and approve the minutes of the April 20, 2023 Tupelo License Commission meeting. Thomas Walker made a motion to approve the minutes. Richard Rhudy seconded the motion.

The motion carried with all in favor.

Old Business

1. **ADOPTION OF 2021 INTERNATIONAL CODE COUNCIL (ICC) BUILDING CODE SERIES**
 - a. Tony Carroll opened the discussion and asked if anyone had any information or discussion regarding the code.
 - i. The License Commission Members and others present discussed the difference between the 2021 Code Series and the 2024 Code Series.
 1. Matt Wiley and Kenneth Estes agreed that the Energy Code is the biggest change in the 2021 Code Series.

2. A lot of States and Municipalities are forgoing the 2021 adoption because the 2024 Code Series is supposed to fix a lot of the issues in the 2021 Code Series.
- b. Tony Carroll asked the Tupelo License Commission members if the commission was ready to make a vote on the 2021 Code Series or if the commission needed more time.
 - i. After discussing the issue, the commission members decided to revisit the adoption of the 2021 Code Series at a later date.
 1. Date was set for January 23, 2024 @ 5:30 PM.

New Business

1. GFCI's FOR ISLAND COUNTERTOP SPACES

- a. Patrick Reagan opened the discussion with the Tupelo License Commission members and those present the issue of GFCI's being mandatory for kitchen islands. Patrick said he would like to follow the 2023 electrical code, where it is an option and if you are going to have an outlet, it is the surface mount.
- b. After a brief discussion, Patrick said he will discuss this with the City Attorney, Ben Logan, and bring the topic back up at the next commission meeting.

2. ROOF INSPECTIONS & ROOF PERMITS

- a. Kenneth Estes opened the discussion of roof inspections and roof permits with the Tupelo License Commission and those present.
 - i. Currently, the City of Tupelo does not require a roof inspection or permit.
 - ii. If the city starts doing roof inspections, then the inspectors will have to climb in the attic and count vents, then climb on the roof to see if the same number of vents can be located. Otherwise, the applicant will have to provide before and after photos of the vents to make sure the vents are not getting covered up.
 - iii. If the city starts doing roof inspections, then the city will become liable.
 - iv. Jay Scruggs said issues like board rot under drip edges could be avoided if the city did roof inspections.
 - v. After a brief discussion, Tony Carroll said he felt like the discussion should be continued at the next commission meeting.

3. EMERGENCY KEY BOX - KNOX RAPID ACCESS SYSTEM

- a. Kristian discussed the city ordinance amendment made in the 2018 code regarding the fire department approved access box (knox box).
 - i. Currently all commercial businesses must install a fire department approved access box (knox box). No stipulations or exemptions.
 - ii. The access box was not enforced until recently, so there is pushback.
 - iii. Kristian would like to change the wording in the code to something along the lines of "you are required to have a knox box if you are electronically monitored, with the exception of businesses that are open 24/7."
 1. Occupancy requirement when a new occupant takes over a building

- iv. Tony asked Kristian to make a motion on how he would like the update to the code to be worded.
 1. Kristian said he would like to discuss this again at the next License Commission meeting in January and present the new wording then.

Open Discussion

1. COMMERCIAL BUILDING APPROVAL REQUIREMENTS

- a. David Jones, Architect for DSJ Creative Designs, LLC, brought up the requirements for having an architect and the issues with not having an architect for projects under 5000 sq ft. Would like to propose that all commercial buildings or public buildings require an architect or engineer be involved.
 - i. Anything under 5000 sq ft does not require an architect.
 - ii. Patrick Reagan said there is a possible proposal at the state level to send the plans to the State of MS Board of Architect to decide if an architect should be involved before issuing any permits.
 - iii. The Tupelo License Commission members and others present briefly discussed this topic and Tony Carroll said he would like to do some research on this topic.

Announcements

Kristian Skou, Fire Marshal, introduced himself and Mark Nowell, Deputy Chief of Administration, to the Tupelo License Commission members.

Next Meeting

DATE: 01/23/2024

TIME: 5:30 PM

LOCATION: Development Department, 3rd Floor Conference Room, 71 East Troy St

Chairman Tony Carroll

Recorded by Jennifer Roberson

Submitted by Tanner Newman

**MINUTES OF THE
TUPELO PLANNING COMMITTEE
OCTOBER REGULAR MEETING
Monday, October 2, 2023
6:00 PM Tupelo Convention & Visitors Bureau**

CALL TO ORDER

The meeting was held at Tupelo Convention and Visitors Bureau, 399 East Main Street, due to ongoing renovations at City Hall. Chair Lindsey Leake called the meeting to order. Other committee members present included Mark Williams, Bentley Nolan, Leslie Mart, Patti Thompson, Victor Fleitas and Scott Davis. Committee members Pam Hadley and Gus Hildenbrand were not present. Staff members present included City Planner Jenny Savely and Zoning Administrator Russ Wilson. Chair Leake asked Bentley Nolan to open with a prayer and Scott Davis to lead the pledge. Chair Leake then presented an opening statement of the committee purpose and reviewed how the committee would conduct its business. The Staff and Committee were then asked to introduce themselves and did so.

REVIEW OF MINUTES

Scott Davis made a motion to approve with a second by Bentley Nolan. The motion carried unanimously.

REPORT ON COUNCIL ACTIONS

City Planner Jenny Savely said there was nothing to report at this time.

OLD BUSINESS

Planner Savely mentioned old business TA-22-02, Billboards and Multi-Family Housing remains in review with changes expected to be presented to the committee at the November meeting.

NEW BUSINESS

Leake then explained the meeting procedures that would be followed for tonight's meeting. Chair Leake then read a prepared statement. "We appreciate all of you that have shown up tonight to participate in helping make Tupelo a great place to live. We have one item on tonight's agenda. We know that your presence here with us tonight is important to you and is equally important to those that serve on this committee. With as many of you that we anticipate that want to speak, we must adhere to the 3 minute limit and thank you in advance for your respect for this process and the respect that you will show to others that want to participate in tonight's meeting. A few additional comments before we begin as it relates to FLEX23-07 Prevail Duplexes. Comments from the August meeting for those that were unable to attend tonight's meeting will still be taken into consideration by this committee tonight. It's also important to note that it is necessary for members of the planning department to work with developers in advance of an item that comes before this committee. It takes interaction with the developers and the City to properly address the requests and to try to insure that initiatives are properly vetted. With that said, some in the August public meeting during public comments inferred that these actions by the City and this committee that we were working in secret. That is incorrect. We request that your comments tonight pertain strictly to the merit of your thoughts on FLEX23-07, Prevail Duplexes. With that being said, our first and only item is FLEX23-07. Ms. Savely, does the Planning Department have an opinion on this?"

Savely then mentioned that the Planning Department will defer to the Planning Committee on this and will explain why in the staff analysis. This is in an LDR Zoning District. On 1.4 Acres, 6 duplexes, 12 dwelling units are proposed. There are three distinct items that must be considered by the Planning Committee tonight – 1. The Use of Duplexes 2. The Flexible Variance for density above 1 per .33 acres – the variance requested is a 64% variance 3. As multi-family this requires a site plan review and this plan provides all that information as well as compatibility with the surrounding area.

Savely explained each of these items further as well consideration of this project's conformance with the Comprehensive Plan, assessment of impact on property values and asked the Committee to be diligent in their review of these items.

Israel Foster, 1401 Frances Square came forward as the developer and explained the application for the use and variance to add these units and opened with a PowerPoint presentation. Mr. Foster explained his background, his development history with duplexes and apartments and showed photos of the quality of their projects, and the high standards they follow in all of their developments none of which are government subsidized or section 8. Lake Park Apartments has 210 units. Fiddlers' Creek has 160 units, with another development with 240 units and yet another with 260 units. Foster detailed several improvements they had made and showed photos of typical units. Foster then detailed the project on Endville Road with examples of the actual planned units for the development, landscaping, parking, overall layout, sidewalks and drives. Foster also addressed the concerns about the impact on property values with photos of the site conditions he found before development. Foster explained why the density had to be at 12 dwelling units in order to make it feasible to provide affordable housing for this area and his desire to do so is why he has worked so diligently on this project.

Chair Leake then opened the meeting for questions from the Committee. Leslie Mart asked if the developer had looked at any other areas and why he selected this with it not being zoned for duplexes. Foster said this property came to him, it just came up. He wanted to add to the area and make the area better, but no, he did not look for other area, it really just came to him and he thought it would be a good opportunity for the area. He thought about storage units, but that market is overloaded, and he thought helping other people fit his goals. Williams asked if there was other competition for his development. Foster stated that West Jackson was also an attractive area. Mart asked about landscaping and Foster stated that he had more planned than what was on screen. Mart asked if they could do just 4 buildings to which Foster said he would have to hike the rent to an unreasonable level that would make the project not feasible for these 2 bedroom 1 bath units. Leake asked if they could bump them up to 3 bedroom units that could rationalize the rent. Foster said that he was targeting those that could afford the 2 bedroom units.

Chair Leake then opened the meeting to the public and requested that each applicant provide their name and address to Mr. Wilson before then state their comments and reminded them of the three minute time limit. The following attendees spoke against the development, with no one speaking in favor or support of the project. Their summary objections are listed below:

Robert Parks, 4861 Endville Road – adjacent Property owner, concerned with property value impact
Sammy Green, 3570/3820 Belden Pike – three variances is too much, 12 units or nothing – against it

Patty Parks, 4861 Endville Road – adjacent property owner, concerned with property value impact and negative traffic impact

Alice Worthy, 4831 Endville Road – adjacent property owner, not compatible with neighborhood

Enrico Amore, 3542 Abby Lane – concerned with traffic and density of development – follow the current standards

William Hopper, 2780 Walsh Road – adjacent property owner – concerned with impact on property value of the new home he plans to build on his property next door.

Celia Ward, 349 Revival Road – nearby property owner – concerned with impact on property value

Aaron Hall, 379 Revival Road – nearby property owner – unkept promises from City about area

Rita Roper, 182 Bramblewood Circle – Stated that she is opposed to the project

Jeff Scott, 3676 Countrywood - Stated that he is opposed to the project

Carol Martin, 5288 Timberland - Stated that she is opposed to the project

Betty Scott, 3729 Countrywood - Stated that she is opposed to the project

Jerry Page, 5997 Endville Road - Stated that he is opposed to the project

Joe Scott, 3729 Countrywood - Stated that he is opposed to the project

Julie Carruth, 6659 Endville Road - Stated that she is opposed to the project

Lisa Rish, 3623 Countrywood - Stated that she is opposed to the project

Larry Hall, 349 Revival Road - Stated that he is opposed to the project

Jurleane Satterwhite, 5332 Timberlane - Stated that she is opposed to the project

Hearing no further comments, Chair Leake closed the public portion of the application and opened the meeting for discussion between the committee members. Patti Thompson asked the developer about traffic issues. Foster said a traffic study could be done, but has not. Williams asked if a traffic study was required. Savely stated that it is only required if we anticipate at least 300 additional cars per peak hour. Thompson asked if there were any road improvement plans for that area. Savely stated that this was an annexed area and that this area was part of planned improvements, but none specific as of now. Fleitas asked if this was on the Major Thoroughfare list. Savely said they are working on next phases now. Mart asked if there was any rezoning on the horizon. Savely stated that a rezoning could be included in the new Comprehensive Plan which is in the works right now. Thompson asked how the developer felt after hearing all these comments tonight. Foster replied that he was aware of the opinions out there right now and did not see how he could change anyone's mind right now. Savely mentioned that past rezoning of annexed areas has generally been zoning not for future land use, but to accommodate what is currently in an area.

Scott Davis stated that for this area, as well as the entire City, this is zoned LDR for large lots. Duplexes are generally located in Medium Density zones. A variance of 64% in an LDR zone as opposed to a 10-20% variance, is a lot. If we allow this, someone could go to other neighborhoods and request to do that in areas that are supposed to be protected from that. I heard all of the comments, but duplexes could start popping up all over the place in neighborhoods where they were never meant to be. 64% is way out of line. The argument about rezoning may be true, but that's not what is on the table. This area is LDR and a 64% variance is way too much for him. Bentley Nolan agreed, and said a buffer should be there but there is not. There is certainly a need for housing units, but the drastic change at this location is too severe. Mart said that she is opposed to the 64% variance for density. We would need to look at zoning and that this is not the right place at this time for this kind of density. Patti Thompson said in case anyone thinks she is immune from this kind of activity, someone just tried to put an RV Park in her backyard! Mart asked for clarification on how to

make the motion. Savely said you could do it any way, but three separate motions could be made. Davis stated that you could put them all together, but made a motion to deny the variance. Mart seconded the motion with six members present voting for the denial of the variance and one voting against the denial. Mart then made a motion to deny the Flexible Use for duplexes at this location. Six voted in favor of the denial with one voting against the denial. Mart made a motion to deny the Major Site Plan with six voting for the denial and one voting against the denial. Therefore the project was denied. Savely explained the appeal process. Mart applauded Mr. Foster for his efforts, the city needs affordable housing. Scott Davis reminded everyone present that you may not like the City, but without the annexation of their property in this area, the developer could have done whatever he wanted to, there would have been no zoning regulations, no code enforcement, nothing, just the Wild West. Because that was annexed, it allows this sort of discourse tonight, so there is some positive tonight that comes from being inside the City. Patty Parks told Mr. Israel Foster that the group is not opposed to him personally, but told the crowd what growing up next door to that property meant to her and her family and how emotional the changes and potential for this development has been to her and wished him good luck.

Chairman Leake asked if there were any other applications for November. Savely mentioned that text amendments are on the next agenda. Leake then reminded the committee about the October 30th Work Session at City Hall and the November 6th regular monthly Planning Committee Meeting tentatively planned to be held at CVB. With there being no further business, Patti Thompson made a motion to adjourn which passed unanimously.

City of Tupelo
 Planning Committee Meeting
 October 2, 2023, 6:00 PM

Project: Prevail Properties Duplex Development

Project Proposal Summary: 6 duplex, 12 dwelling unit, development proposed on boundary of MUE zone on southern side of Endville Road.

Planning Committee Action Required: Flexible Use review is required for duplex development in the Low Density Residential zoning district. 64% flexible variance required for 12 dwelling units in LDR. Major Site Plan review to recommend approval, approval with modifications, or denial to City Council.

Staff Recommendation: Staff defers to Planning Committee

Application Number:	FLEX 23-07	Application Type: Flexible Use, Flexible Variance, Major Site Plan	
Parcel Numbers:	075S-16-002-00	Meeting Date: September 11, 2023	
Applicant:	Prevail Properties	Owner	
Location:	4903 Endville Rd		
Purpose:	Flexible Use Review; Major Site Plan Review		
Present Zoning:	Low Density Residential (LDR)		
Existing Land Use:	Vacant single family residential		
Size of Property:	1.4 Acres		
Surrounding Land Use and Zoning:	West and East - Single family residential (LDR); North and South, vacant LDR with proposed duplex developments north, area near boundary of MUE zoning		
Future Land Use:	N/A		
Applicable Regulations:	12.12 – Flexible Use, Flexible Variance; 12.11.2.3 Major Site Plans		

Driving Directions: From the intersection of Main and 1-45, travel north on 1-45 and continue west toward McCullough Blvd. Continue down McCullough to the intersection of Endville Road in the

Belden community. Turn west onto Endville Road and continue approximately 0.3 miles. Destination is on the south side of Endville Road.

Special Information:

Area annexed in 1989. Zoned Low Density Residential in 2013 alongside additional annexation of Endville Road going west toward Pontotoc County. LDR zoning at the time of City wide rezoning demonstrated the current use of parcels NOT the future land use intent of annexed properties. Continual changes in commercial development, housing, economic environment, and land use in the City of Tupelo requires that Low Density Residential zoning be strategically developed for the expansion of the City and continued growth of property values while retaining greenspace and limiting high intensity uses. Quality development and environmentally friendly design are prioritized while encouraging clustering of housing units, as per Section 4.7.2 of the Development Code. Flexibility options for LDR allow for a reduction in development standards with a higher percentage of open space and clustered dwelling unit design.

The Development Code is currently in conflict related to multi-family developments and is incorrectly defined. Apartment development has been removed as a use in favor of residential categories of duplex, multi-family unit 3-6 dwellings, multi-family unit 9+ dwellings. Apartment development is not defined by code. For this reason, the proposed duplex development, which might rightly be considered a multi-family development (also not defined by Code) is being reviewed at the highest level of review, by flexibility according to LDR standards, for the locating of duplexes as well as for multi-family development use which requires site plan review.

Vacant parcels on north side of Endville Road propose duplex developments on individual lots for rental.

Previous rental unit was located on the property. The owner submitted proper MDEQ permitting and was issued a permit for demolition by the City of Tupelo in August 2022.

Appeal received to tabled vote on 8/6/23, no action required without vote.

STAFF ANALYSIS

Development Code: Flexible Use (12.12.2)

12.11.2.3. Major Site Plans.

- (1) *Criteria:* Projects that meet one or more of the following standards shall be considered major site plans if:
 - (a) They request modifications of a standard established in this Code that requires flexible use approval;
 - (b) They involve the development of any use that requires the issuance of a flexible use permit; or
 - (c) They include multi-family housing other than upper story residential units, or more than three commercial spaces.

- (2) *Approval:* Major site plans shall be reviewed by all relevant city departments and the Planning Committee. The Planning Committee shall make a recommendation to the City Council on the project. The City Council shall be the approving authority.

12.11.3. Review.

- (1) *Coordination with Compatible or Flexible Use Review:*
- (a) Applications for compatible or flexible use permits may be submitted concurrently with a site plan. However, decisions shall be rendered with a separate motion.
 - (b) Dimensional variance requests may be proposed with site plan applications or identified during the site plan review process. Such variances will be considered according to procedures for variances, Section 12.16.

12.11.4. Site Plan Review Criteria.

- (1) The following evaluations shall be made during the site plan review process. Site plans that meet the following criteria shall be approved by the approving authority:
- (a) The site plan complies with all applicable Code requirements, including design standards in Chapter 6;
 - (b) The site plan complies with all previously approved applicable City plans, such as the comprehensive plan;
 - (c) The site plan displays a site design and development intensity appropriate for and tailored to the unique natural characteristics of the site, which may include the location of significant wooded areas, specimen trees, wetlands, steep slopes, Natural Inventory sites, and floodplains;
 - (d) For nonresidential and multifamily projects, the site plan displays the location of trash handling, recycling, grease bins, and other waste related facilities employed in the normal operation of the use, as applicable;
 - (e) The site plan includes adequate and clearly marked parking areas and pedestrian and vehicular access points;
 - (f) The site plan includes an adequate design of traffic patterns, traffic control measures and street pavement areas and has provisions for maintaining traffic flows and reducing negative impacts of traffic on nearby properties;
 - (g) The site plan complies with site construction specifications, including a finished floor elevation for all new residential construction on lots not considered as infill under section 6.10.1;
 - (h) The site plan includes adequate stormwater facilities, water supply, sanitary sewer service, fire protection, street signs, and street lighting, as applicable, as evidenced by compliance with department standards, specifications, and guidelines;
 - (i) The site plan complies with requirements for easements or dedications; and
 - (j) Where a TIA has been submitted, the site plan either accommodates the anticipated traffic generated by the development, or it proposes adequate traffic mitigation measures within the development project.

(Ord. of 1-2-2019(1) , § 2)

12.16.2. Flexibility Variance.

- (1) The Planning Committee may grant variances of greater than 30 percent of any regulated dimension in the following circumstances:
- (a) If the request is found to be compatible with similar structures in the immediate vicinity, or
 - (b) Where special conditions applicable to the property in question would make the strict enforcement of the regulations impractical or result in a hardship in making reasonable use of the property; or
 - (c) Where necessary for reconstruction, rehabilitation, or restoration of structures that are individually listed or are contributing structures within an historic district; or

- (2) Where other characteristics of the proposed use of property are found to support and advance the goals of the Comprehensive Plan, to a degree that exceeds the impact of the requested variance.
- (3) Flexibility variances may be considered as part of the site plan review process but must be separately approved.
- (4) The Planning Committee may waive certain requirements when authorized to do so by provisions adopted as a part of this Code.
- (5) No variance shall be granted that would have the effect of allowing a use not permitted in Table 4.2., Permitted Use Table.

12.12.2. [Flexible Use] Application Process.

- (7) *Criteria for Approval of Compatible and Flexible Use Permits.* Applications for compatible or flexible use permits shall be approved only if the approving authority finds that the use as proposed or the use as proposed with conditions:
 - (a) Is in harmony with the area and is not substantially injurious to the value of properties in the general vicinity;
 - (b) Conforms with all special requirements applicable to the use; and
 - (c) Will not adversely affect the health or safety of the public.

Allowable Variances and Administrative Adjustments:

LDR density permits 3 dwelling units per acre, 1 per 0.33 acre maximum. At 12 total dwelling units on 1.4 acres, density is one unit per 0.12 acres (Medium Density Residential density permits on dwelling per 0.14 acres). 4.24 units permitted without variance. Proposal requires a 64% variance.

Summary Analysis and Recommendations:

Plan Review Team has reviewed the preliminary site plan which requires the following additional information:

1. Turn radius and length of circle drive
2. Revision of 12" drainage pipe to 15"

Final Recommendation: Staff remains neutral with deference to Planning Committee consideration of both the developer's efforts to adhere to all requests, consideration of opposition by adjacent property owners for density, and the significance of the variance request in a Low Density Residential zoning district. City Council reviews all major site plans. Council approval required prior to construction.

Approval by the Planning Committee for the use of duplexes and variance for density may be appealed within 3 days of the date of decision. City Council may approve, approve with amendment or contingency, deny, or table approval of the Major Site Plan. City Council review scheduled for September 19, 2023 at 6:00 in Council Chambers.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Alex Farned, Director
DATE: November 30, 2023
SUBJECT: IN THE MATTER OF DONATION TO CITY OF SALTILLO PARKING CURBS

Request:

We would like the Mayor and City Council to approve the donation of parking curbs to the City of Saltillo.

Note: Donating 80 parking curbs valued at \$4,000



City of Tupelo

Department of Parks and Recreation

Alex Farned, Director

Mayor
Todd Jordan

COUNCIL

Chad Mims
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Janet Gaston
Ward Six

Rosezlia (Rosie) Jones
Ward Seven

November 29, 2023

Mayor and City Council

I am requesting to surplus and donate 80 parking curbs to the City of Saltillo. Currently we have over 125 of them that came mainly from the baseball three-plex parking lot at Ballard Park. These curbs run around \$40 per curb.

If you have any questions or require further information, please don't hesitate to contact me at 662-841-6440.

Sincerely yours,

Alex Farned,
Director

ORDER

AN ORDER TO APPROVE THE INTERGOVERNMENTAL TRANSFER OF EIGHTY (80) PARKING CURBS TO THE CITY OF SALTILLO IN ACCORDANCE WITH MISS. CODE ANN. § 31-7-13

WHEREAS, pursuant to Miss. Code Ann. § 17-25-25, personal property of the City of Tupelo may be disposed of by transferring the ownership of such real property to any federal agency or authority, another governing authority or state agency of the State of Mississippi, or a state agency or governing authority of another state, in accordance with the terms of Miss. Code Ann. § 31-7-13(m)(vi), if the property may be of use or benefit to said agency or authority and in the best interest of the taxpayers of the State of Mississippi; and

WHEREAS, such a transfer of commodities is allowed upon what reasonable terms the parties to the transfer may agree; and

WHEREAS, the City of Tupelo currently possesses 80 parking curbs that are no longer needed in the course of operation of the city, and Tupelo desires to transfer ownership of these parking curbs to the City of Saltillo; and

WHEREAS, the two parties have mutually engaged in negotiations and have agreed that the City of Tupelo shall cause the parking curbs to be transferred to the City of Saltillo, and the City of Saltillo shall perform all duties in the collection, transfer and placement of the parking curbs, and all such duties shall be reasonable compensation for the parking curbs; and

WHEREAS, it would be in the best interest of the taxpayers of the State of Mississippi for such intergovernmental transfer to take place.

NOW, THEREFORE be it Ordered by the Mayor and City Council of the City of Tupelo that 80 parking curbs shall be transferred to the City of Saltillo in exchange for the City of Saltillo’s performance of all duties related to the collection, transfer and placement of the parking curbs, and the terms of this agreement inure a benefit to both parties.

After a full discussion of this matter, Councilmember Palmer moved that the forgoing Order be adopted and said motion was seconded by Councilmember Gaston and upon the question being put to a vote, the results were as follows:

Councilmember Mims	<u>Aye</u>
Councilmember Bryan	<u>Aye</u>
Councilmember Beard	<u>Aye</u>
Councilmember Davis	<u>Aye</u>
Councilmember Palmer	<u>Aye</u>
Councilmember Gaston	<u>Aye</u>
Councilmember Jones	<u>Aye</u>

BE IT ORDERED on this the 5th day of December, 2023.

CITY OF TUPELO, MISSISSIPPI



TRAVIS BEARD, City Council President

ATTEST:



MISSY SHELTON, Clerk of the Council

APPROVED



TODD JORDAN, Mayor

12-6-2023

DATE



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE November 30, 2023

SUBJECT: IN THE MATTER OF AWARD OF ROW LINE CLEARANCE CONTRACT
(BID NO. 2023-015WL) **JT**

Request:

Approval of the attached contract with ROW Pro, LLC. Please note that bid no. 2023-015WL was approved through your council meeting on November 21, 2023.

Tupelo Water and Light Department Line Clearance Agreement

This AGREEMENT, made this Dec. 6, 2023, between Tupelo Water and Light Department, hereinafter called the "Owner" and R.O.W. Pro, LLC (*Contractor*), having its principal offices located at 2143 Hwy 348, Blue Springs, Mississippi 38828 and registered to do business in the State of Mississippi, hereinafter called the "CONTRACTOR". This AGREEMENT may not be modified nor amended except by written instrument executed on behalf of each party by an officer or other duly appointed representative.

WITNESSETH, that for and in consideration of the covenants and agreements hereinafter mentioned, to be performed by the parties hereto, and the payment hereinafter agreed to be made, it is mutually agreed as follows:

1. This AGREEMENT commences on December 6, 2023, and shall terminate on 9/30/2024. The parties may agree in writing to renew this AGREEMENT for additional periods of time, either on the same terms and conditions set forth herein or upon such other terms and conditions as the parties may agree to in writing.
2. The following Exhibits are agreed upon in their entirety and shall be made an integral part of this AGREEMENT: Exhibits A, B, C, D, and E.
3. CONTRACTOR agrees to begin and complete the Work in a timely and competent manner and agreed upon mutually by CONTRACTOR and the OWNER.
4. This AGREEMENT, in all its provisions, applies to all Work done by the CONTRACTOR for the OWNER. Such work may consist of, but not be limited to, any and all maintenance, new construction, or emergency tree pruning, tree removal, right-of-way clearing including disposal of trees, limbs and brush.
5. CONTRACTOR shall furnish all supervision, labor, tools, transportation, equipment, and materials necessary to prune and/or remove all trees that may interfere with the OWNER's overhead distribution lines and cut brush on the OWNER's rights-of-way, dispose of the debris resulting from such work. The CONTRACTOR shall designate a supervisor, as the CONTRACTOR's representative in all matters relating to this AGREEMENT. Only the CONTRACTOR or the CONTRACTOR's supervisor shall direct and instruct the CONTRACTOR's employees, and under no circumstances shall the OWNER direct the workforce.
6. The CONTRACTOR agrees to complete all work in accordance with these specifications and sound arboricultural practices, and in a good and workmanlike manner as set forth by the OWNER and agreed upon by the CONTRACTOR. This includes, but is not limited to, safety, work quality, debris disposal, and customer pre-notification and good public relations and interaction. The CONTRACTOR shall promptly refer any issues that may arise pertaining to this AGREEMENT to OWNER. All decisions made by the OWNER under this paragraph are final in nature.
7. CONTRACTOR's supervisor shall ensure that every crew member is trained in and familiar with the proper pruning and tree removal procedures prior to starting work. The CONTRACTOR's supervisor shall be fully trained and knowledgeable in the sound arboricultural practices as defined by this specification, including ANSI Z133 and A300.

During the term of this AGREEMENT, CONTRACTOR (and its employees, agents and/or representatives) shall strictly be an independent contractor as to the OWNER, and not an employee of the OWNER. The OWNER shall not control the manner in which CONTRACTOR performs the services described herein. CONTRACTOR, however, agrees that any services performed by CONTRACTOR under this AGREEMENT shall be completed in a timely and competent manner. No training will be provided by the OWNER. CONTRACTOR represents that its employees, agents and/or representatives are fully trained for the job to be performed hereunder and that the CONTRACTOR (or its employees, agents and/or representatives) are not in need of any training by

the OWNER. CONTRACTOR understands that the OWNER has relied upon CONTRACTOR's representations in executing this AGREEMENT.

8. The CONTRACTOR shall have the sole responsibility for safe work practices, procedures, and the determination of safe working conditions for its employees. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all necessary safety precautions and programs in connection with the work. The CONTRACTOR shall also take the necessary precautions to render the work area secure in order to decrease the probability of accident from any cause and to avoid delay in completion of the work.
9. Neither party shall be liable to the other for any expenses, loss or damage resulting from delays or prevention of performance arising from causes beyond its reasonable control caused by fire, flood, accident, strikes, civil commotion, governmental or military authority, insurrection, riots, embargo, and unavoidable delays in transportation, acts of God, or public enemy.
10. At any time during this AGREEMENT, the OWNER may request the CONTRACTOR to provide the necessary supervision, labor, tools, equipment, materials and incidentals necessary to assist emergency and/or storm restoration efforts. The CONTRACTOR that is awarded Time and Material (T&M) crews shall provide required labor and equipment within 120 minutes of receiving the call-out request from the OWNER. Charges for the call-out shall begin when the crew reports to the OWNER's designated assembly location. Charges for all "foreign" crews brought in to assist in major storm emergencies shall begin when they arrive at a pre-determined and approved mustering point for travel to OWNER. Time will end when all crews are released each day, or when they arrive back at their reporting point at the end of the storm activities.
11. The CONTRACTOR shall not take crews from the OWNER's property to complete emergency storm restoration activities at another utility.
12. The CONTRACTOR shall comply with all federal, state, county, municipal or other laws, codes regulations, permits and rules bearing upon the conduct of the work as specified, including but not limited to, the OWNER's safety rules, OSHA regulations, and Mississippi Department of Transportation regulations pertaining to work area protection (MUTCD, Current Edition). The CONTRACTOR shall also comply with the regulations set forth in the following standards: OSHA 1910.269, OSHA 1910.331, and ANSI Z133 and A300 and other applicable Federal regulations and standards. If any of the Guidelines or specifications or requirements herein conflict therewith, the CONTRACTOR shall promptly notify the OWNER in writing. The CONTRACTOR shall not perform any work contrary to such laws, ordinances, regulations and rules, and the CONTRACTOR shall bear all costs arising from failure to comply with all regulations and requirements.
13. The CONTRACTOR bears full responsibility to provide workers, including those of approved SUB-CONTRACTORS, who are fit for duty. The CONTRACTOR is required to develop and maintain a drug and alcohol prevention or testing program, which satisfies all State and Federal D.O.T. requirements and supports its ability to provide a trained, qualified and proficient work force. The CONTRACTOR shall provide a copy of its drug and alcohol prevention and testing program to the OWNER upon request.
14. Before commencing any work under this AGREEMENT, and at all times during the progress of such work, the CONTRACTOR shall fully comply with the Workers' Compensation Laws of Mississippi, and shall require like compliance of its approved SUB-CONTRACTORS, if any, and shall furnish satisfactory evidence thereof to the OWNER. This AGREEMENT is not intended to constitute an agreement of hiring under the provisions of any Worker's Compensation or unemployment compensation law, any "old age" benefit law, or any similar law, and it shall not be so construed. CONTRACTOR agrees to accept full and exclusive liability for the payment of contributions, taxes or other costs imposed under such laws by the Federal and/or State Government, which are measured by remuneration paid to CONTRACTOR'S employees.
15. The CONTRACTOR shall ensure that it has complied with the Department of Homeland Security, Bureau of U.S. Citizenship and Immigration Services, Employment Eligibility Form I-9 for ALL employees performing work on ASSOCIATION worksites, including pre-approved SUB-CONTRACTORS where applicable. The CONTRACTOR shall, without limit, make available for examination and audit all documents related to the establishment of identity and citizenship necessary to ensure compliance upon the request of

ASSOCIATION. The CONTRACTOR shall further complete a verification of valid social security number for each employee assigned to OWNER, through the E-Verify system and/or with the United States Social Security Administration, and provide such proof of valid social security number upon request.

16. It is understood that CONTRACTOR does not represent the OWNER in any capacity and has no authority to bind or obligate the OWNER for any payment or benefit, of any kind, nature or amount, to any person or entity other than the CONTRACTOR per the conditions of this AGREEMENT. This AGREEMENT between CONTRACTOR and the OWNER is exclusive within the confines of the work described and defined in this AGREEMENT. The OWNER may, at its sole discretion, contract with others to perform such work as not described and defined within this AGREEMENT. The OWNER may additionally contract with others to perform such work as described and defined in this AGREEMENT with the prior notification and written consent of CONTRACTOR. The OWNER may, at its sole discretion, itself perform any work the OWNER deems appropriate and necessary.
17. There are no understandings or agreements, written, oral or implied, between the Parties with respect to the subject matter of this AGREEMENT except those herein contained. No amendment of or change in this AGREEMENT shall be effective unless made in writing and executed by the Parties.
18. This AGREEMENT shall continue to remain in force for the duration of the AGREEMENT period. Either party may terminate this AGREEMENT for reason(s) given in writing in accordance with Exhibit A, General Terms and Conditions, Termination and Suspension. Additionally, the OWNER may issue an immediate "stop work" order, in writing for reasons given in accordance with Exhibit A should the CONTRACTOR fail to carry out the specified work to the standards set forth in the AGREEMENT or to comply with any of the provisions of this AGREEMENT.
19. OWNER will evaluate CONTRACTOR's performance on a quarterly basis, in the following areas:
Work completed on schedule – Target: Within 10% of quarterly budget/spend period If OWNER determines that CONTRACTOR's performance is substandard according to the above criteria, OWNER will inform CONTRACTOR of substandard performance and establish a fair timeline in writing for improving performance to OWNER's standard. OWNER may cancel the remaining AGREEMENT according to guidelines set forth in Exhibit A.
20. This AGREEMENT shall be binding upon the parties hereto namely the OWNER and CONTRACTOR. CONTRACTOR shall not assign any of its rights or duties under this AGREEMENT, nor subcontract the whole or any part of the work to be performed hereunder, without first having obtained the written consent of OWNER authorizing such assignment of AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 6 day of, December, 2023.

ROW Pro, LLC

Jessica Davis
Witness

By: Caleb Robinson
Print Name and Title

Caleb Robinson
Signature

Tupelo Water and Light Department

Pam Blasingsame
Witness

By: Johnny Timmons, Manager
Print Name and Title

Johnny Timmons
Signature

EXHIBIT A

GENERAL TERMS AND CONDITIONS

I. DEFINITIONS

As used in these General Conditions, the following terms shall have the following meanings:

"AGREEMENT" means the Line Clearance AGREEMENT between CONTRACTOR and OWNER to which this Exhibit is attached, including the Exhibit(s) (including these General Conditions) and Schedule(s) attached to such AGREEMENT, together with the purchase order(s), purchase order releases or similar writings issued by OWNER to CONTRACTOR relating to the Line Clearance AGREEMENT and any other specifications, drawings or other documents specifically referenced in any of the foregoing.

"OWNER" means Tupelo Water and Light Department.

"CONTRACTOR" means the company signatory to this AGREEMENT.

"SUB-CONTRACTORS" means a company, with written consent of the OWNER, contracted by the CONTRACTOR.

"Premises" means OWNER's site or such other premises (including premises owned or controlled by a third party) where the Work are or will be performed, together with all places contiguous thereto and in the vicinity thereof where materials, equipment, tools, appliances or other facilities required for the performance of the Work are or will be located or stored.

"Work" means any activity undertaken by the CONTRACTOR in furtherance of Line Clearance Operations, as specified in attached Exhibit(s), including, but not limited to: customer notification, customer complaint response and resolution, pruning, tree and brush cutting, and debris clean-up.

"URD" means underground used in Exhibit F.

"Hazardous Materials" shall include, but shall not be limited to, substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9061 *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1802 *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §6910 *et seq.*), and all other environmental laws, rules and regulations, as the same may be in effect from time to time.

All other capitalized terms used herein shall have the meanings ascribed to them in these General Conditions or in the AGREEMENT.

II. GENERAL COMMERCIAL TERMS

A. CONTRACTOR'S QUALIFICATION

1. CONTRACTOR must be well-established, qualified licensed, and trained and experienced in the clearing of power line rights of way and tree trimming.
2. CONTRACTOR must show that their equipment and facilities are sufficient and their workload so arranged as to meet the schedules called for by the Contract.

B. CONTRACTOR'S INSPECTION AND KNOWLEDGE OF PLANS AND PREMISES; COST OF PERFORMANCE

By becoming a party to the AGREEMENT, CONTRACTOR represents it has:

- 1) Carefully and completely examined the drawings and specifications in the AGREEMENT (if any) affecting the Work and is fully informed as to all existing conditions and limitations, including laws and regulations of any governmental authority affecting OWNER Line Clearance Obligations or the CONTRACTOR, the Work or the Premises, and has included in its proposal all items implied or required to attain the conditions and performance contemplated by the AGREEMENT.
- 2) Satisfied itself as to existing construction, working space, storage space, access facilities and all other conditions pertaining to the Premises relative to the conduct of CONTRACTOR's operation by inspection of the Premises or otherwise.
- 3) Made due allowance in its proposal for any possible increase in cost of performance of the Work, including increases in the cost of materials and labor.

C. CHANGES IN THE WORK

1) OWNER Changes

OWNER shall have the right to order changes to be made in the Work. If these changes affect CONTRACTOR's costs, performance schedules, warranties and other provisions of the AGREEMENT, the prices and other affected provisions shall be equitably adjusted by agreement of CONTRACTOR and ASSOCIATION.

2) CONTRACTOR Changes

Subject to OWNER's prior written approval, CONTRACTOR may make changes in the Work without any change in the prices or the times by which CONTRACTOR must perform its obligations under the AGREEMENT.

3) Payment for Changes

All requests for payments for additions to the prices provided for in the AGREEMENT shall be shown separately on CONTRACTOR's invoices, and shall not be included with amounts applicable to the prices as originally specified in the AGREEMENT. All invoices covering additions or credits to the AGREEMENT shall refer to the specific change order or similar written authorization issued by OWNER with respect to the addition or credit.

D. TERMINATION AND SUSPENSION

1) Termination With Cause

If either party breaches any provision of the AGREEMENT (including, without limitation, the failure by CONTRACTOR to adhere to the performance standards set forth in the AGREEMENT), the other party may give notice of such breach to the defaulting party in writing. If the breach is not cured within thirty (30) days of delivery of such notice, the defaulting party shall be in default hereunder and the non-defaulting may elect to terminate the AGREEMENT, or to continue the AGREEMENT subject to receiving adequate assurances of performance from the defaulting party. OWNER shall have the right to stop the Work immediately for cause defined in writing and based on CONTRACTOR's failure to comply with any of the terms of the AGREEMENT. In the event OWNER terminates the AGREEMENT pursuant to this subsection II.D. (1), OWNER shall not be required to make any payments to CONTRACTOR with respect to Work that has not been performed as of the date of termination. If the sum of all previous deposits and payments under the AGREEMENT with respect to the Work so terminated exceeds the amount owed to CONTRACTOR with respect to Work that have been performed as of the date of termination, the excess shall be immediately refunded to OWNER.

In the event of such termination, OWNER shall not be required to obtain the lowest alternate bid for completing work, yet uncompleted by CONTRACTOR, but may choose another bidder which in OWNER's sole judgment shall best accomplish such completion. Upon termination of AGREEMENT, neither the OWNER nor the CONTRACTOR bear any further financial or physical responsibilities to the other party as stated in the AGREEMENT. Completion of work or continued work as defined by

the AGREEMENT beyond AGREEMENT termination will be performed and paid for under the sole discretion and responsibility of the OWNER.

2) Termination, Suspension, or Delay

OWNER may at any time on thirty (30) business days' notice to CONTRACTOR extend, suspend or delay CONTRACTOR's performance of the Work for OWNER's convenience. The OWNER shall not be required to make any payments to CONTRACTOR with respect to Work that has not been performed as of the date of early suspension or delay. If the sum of all previous deposits and payments under the AGREEMENT with respect to the Work so terminated exceeds the amount owed to CONTRACTOR, the excess shall be immediately refunded to OWNER. The OWNER may, at any time, on (60) calendar day's written notice of cause to CONTRACTOR terminate AGREEMENT in keeping with termination standards set forth in AGREEMENT.

CONTRACTOR likewise shall have the right to terminate the AGREEMENT upon providing ninety (90) days written notice of cause to OWNER. Should CONTRACTOR initiate such termination, OWNER shall not be required to obtain the lowest alternate bid for completing work, yet uncompleted by CONTRACTOR, but may choose another bidder which in OWNER's sole judgment shall best accomplish such completion. Upon termination of AGREEMENT, neither OWNER nor the CONTRACTOR bear any further financial or physical responsibilities to the other party as stated in the AGREEMENT. Completion of work or continued work as defined by the AGREEMENT will beyond AGREEMENT termination be performed and paid for under the sole discretion and responsibility of the OWNER.

3) Resumption of Work

If OWNER extends, delays or suspends CONTRACTOR's performance under subsection II.D. (2) of this Section, CONTRACTOR shall thereafter resume any Work extended, suspended or delayed as soon as is practicable when directed to do so by OWNER. Any dates for performance by CONTRACTOR which are affected by an extension, delay or suspension of OWNER shall be extended for a period not to exceed the time lost by reason of the extension, suspension or delay.

4) Temporary Deferment of Work

CONTRACTOR shall, without cost to OWNER, temporarily defer the execution of any portion of the Work when such action may be necessary in the opinion of OWNER for the proper advancement of the work of other contractors or for the installation of machinery, equipment or other work by OWNER, when the deferment may be accomplished without unreasonable interference with CONTRACTOR's schedule or arrangements, or when the Work interfere or threaten to interfere with the operation of OWNER's equipment.

5) Transition Cooperation

In the event of termination of the AGREEMENT by OWNER, CONTRACTOR will return to OWNER all OWNER data and documentation in CONTRACTOR's possession related to the Work.

6) Termination if Not Funded

CONTRACTOR recognizes that this AGREEMENT must be funded by budget approval of the Tupelo City Council of OWNER and, in the event the Tupelo City Council does not fully fund this AGREEMENT in the appropriate budget year, then upon written notice to CONTRACTOR, this AGREEMENT shall be immediately terminated.

E. ASSIGNMENT AND SUBCONTRACTING

(1) No Assignment

CONTRACTOR shall not assign its obligations to perform the Work or any part thereof and OWNER shall not be obligated to accept a tender of performance by any assignee, unless OWNER shall have previously expressly consented in writing to such assignment. Any attempt by the CONTRACTOR to assign its obligations without the consent of OWNER shall be void.

(2) Subcontractors

CONTRACTOR may not without the prior written consent of OWNER subcontract any of its obligations under the AGREEMENT. In the event that OWNER consents to the subcontracting of any portion of the Work, (i) such consent shall not relieve CONTRACTOR of its obligations under the AGREEMENT with respect to such Work, and (ii) CONTRACTOR agrees to bring the provisions of the AGREEMENT to the attention of and to bind every SUBCONTRACTOR (regardless of tier) to whom it subcontracts any of the Work by the provisions of the AGREEMENT as far as applicable to that portion of the Work to be performed by the SUBCONTRACTOR.

(3) No Third Party Beneficiaries

No provision of the AGREEMENT is intended or shall be construed to be for the benefit of any third party.

(4) Non-Waiver

The failure of either party to insist upon strict performance of this AGREEMENT by the other or the failure or delay by either party in exercising any rights or remedies provided in the AGREEMENT or by law shall not be deemed or construed as a waiver of any claims. No waiver by either party of a breach of any provision of the AGREEMENT shall constitute or be construed as a waiver of any other breach or of that provision. No payment or certificate, final or otherwise, shall be construed as (a) an acceptance of Work, (b) relieving CONTRACTOR of its obligations to make good any defects or consequences for which CONTRACTOR may be responsible, or (c) a waiver of any obligations of either party under the AGREEMENT.

(5) Hazardous Materials

CONTRACTOR shall not perform any Work, nor allow any subcontractor to perform any Work, in which any Hazardous Materials (as defined below) are used or incorporated, in whole or in part, in any manner which would violate the requirements of any existing laws, ordinances, codes, rules and regulations, orders or decisions of governmental authorities (including, but not limited to, any administrative consent orders furnished to CONTRACTOR) having jurisdiction over the Premises, the Work or any part of either, or which would cause substantial damage or a risk of substantial damage to the environment, or in such a manner as to leave any residue which could be hazardous to persons or property or cause liability to OWNER. If CONTRACTOR discovers an existing or suspected presence of any Hazardous Materials in the course of performing the Work, it shall have the duty to cease providing such Work in that area and to immediately give written notice to OWNER.

III. COMMERCIAL PROCEDURES**A. PERMITS**

The CONTRACTOR shall also obtain at its expense all other permits and licenses from government authorities and from private parties which are required in connection with the Work and the performance of the obligations of CONTRACTOR under the AGREEMENT.

B. SAFETY OF THE WORK; SECURITY**(1) Performance of Work**

CONTRACTOR shall perform the Work in a proper, safe and secure manner to prevent loss, injury or damage to OWNER's property, to the Premises and to lives or persons, and shall comply with all applicable safety laws, rules and regulations of any governmental authority, including those contained in or issued pursuant to the Occupational Safety and Health Act of 1970, as amended; all applicable provisions covering OWNER issued by the State of Mississippi; and with all safety procedures which OWNER may prescribe in connection with the performance of the Work. CONTRACTOR shall provide and maintain all passageways, guard fences, lights, barricades and other facilities for protection required by governmental authorities or rendered reasonably necessary by local conditions. All barricades shall be arranged to ensure the safety of the workers and passersby.

(2) Use of Premises; Cleaning Up

CONTRACTOR shall confine its activities, the storage of materials and the operation of its employees to limits established by OWNER. CONTRACTOR shall at all times prevent the accumulation on the Premises of debris and upon completion of the Work shall remove all debris, tools, and surplus materials, and shall leave the Premises in good order and condition. CONTRACTOR shall prevent any unnecessary accumulation or scattering of materials, tools and equipment around the Premises, and shall conduct the Work in an orderly manner.

(3) Security Regulations

CONTRACTOR shall comply strictly with OWNER's regulations in effect at any time governing the admittance of CONTRACTOR's employees on the Premises and their identification while there. CONTRACTOR shall bind each subcontractor (regardless of tier), and all persons directly or indirectly subject to its direction or that of any SUB-CONTRACTORS, to strict compliance with these regulations and with such supplemental, precautionary requirements as OWNER may issue during the performance of the Work.

(4) Reports of Accidents

CONTRACTOR shall report promptly to OWNER any accident or unusual occurrence during performance of the Work, including personal injury or death to any employee or any member of the public, or any damage to any of OWNER's property, the Premises or adjacent property. Reports of severe personal injury or death to any person shall be made within one (1) hour. These reports shall be made to OWNER'S Manager (or successor position), except during non-business hours the report shall be made to OWNER's dispatch office. CONTRACTOR shall submit a copy of all accident reports to OWNER, within 24 hours after an accident.

OWNER shall provide prompt notification to the CONTRACTOR of an accident related to the Work when OWNER becomes aware of said accident.

C. PROVISIONS RELATING TO PAYMENTS**(1) Grounds for Not Paying Invoices**

OWNER may decline to pay an invoice, in whole or in part, to the extent OWNER decides such action is necessary to protect OWNER from loss due to any of the following:

- (a) Breach by CONTRACTOR of any of its obligations under the AGREEMENT (including the costs to OWNER of remedying the breach (whether by re-performing the Work or otherwise) and all other costs directly attributable to other Work that are required to be performed in connection with remedying such breach);
- (b) Uninsured Third party claims filed or reasonable evidence indicating probable filing of such claims;
- (c) CONTRACTOR's failure to properly pay SUB-CONTRACTORS or to properly pay for equipment, materials or labor;
- (d) Damage to OWNER or any other person or entity where such damage arises out of the actual or alleged willful misconduct or negligent acts or omissions of CONTRACTOR, any subcontractor or their agents, employees or any other person for whom, directly or indirectly, CONTRACTOR or any subcontractor may be liable;
- (e) Reasonable evidence that the Work will not be completed within the time requirements specified in the AGREEMENT or for the balance of the AGREEMENT price then unpaid;
- (f) Unsubstantiated or unsupported amounts paid by OWNER to CONTRACTOR.

- (g) If the CONTRACTOR shall be adjudged bankrupt or shall become insolvent, or in the case the CONTRACTOR shall fail or refuse to supply adequate administrative and supervisory force, a sufficient complement of properly skilled workmen, or adequate equipment, tools or materials, or in the case the CONTRACTOR shall fail or refuse to make prompt payment for material or labor, or in the case the CONTRACTOR shall fail to prosecute the Work expeditiously and efficiently, or fail to comply with applicable laws and ordinances, or in the case the CONTRACTOR shall, in the judgment of OWNER otherwise fail or refuse to perform this AGREEMENT in any respect, then OWNER may, without prejudice to any other of its rights or remedies, and by written notice to the CONTRACTOR, terminate the AGREEMENT and the CONTRACTOR's rights thereunder and assume control of the CONTRACTOR's Work. The CONTRACTOR shall, if requested to do so in such written notice of termination or a written notice thereafter given, immediately remove its employees, representatives, tools, equipment, and other property from the jobsite. If the CONTRACTOR should fail to effect such removal within a reasonable period, they may be removed by OWNER at the CONTRACTOR's expense.

(2) Final Payment

In the event that OWNER so requests, final waivers of lien by all SUB-CONTRACTORS and material suppliers and affidavits that all bills for material and labor have been paid by CONTRACTOR and each subcontractor shall be furnished with the final invoice with respect to the Work. Acceptance by CONTRACTOR of final payment under the AGREEMENT shall constitute a waiver of all claims against OWNER under the AGREEMENT.

(3) Setoff

OWNER may set off against any amount payable under the AGREEMENT any and all present and future indebtedness of CONTRACTOR to OWNER (including any indebtedness for which OWNER may be primarily or contingently liable or ultimately responsible or which is or may become a lien on the Premises or any other property of OWNER) arising from the AGREEMENT or any other transaction between OWNER and CONTRACTOR, whether or not related to the Work or the AGREEMENT.

D. DOCUMENTATION AND PROPRIETARY INFORMATION

(1) OWNER'S Use of CONTRACTOR Information

OWNER shall not be prohibited from disclosure or use of proprietary or confidential information or documents relating to the Work which are required by OWNER in order to permit OWNER to obtain the full benefits of the Work.

(2) CONTRACTOR'S Use of OWNER Information

Except as may be required by CONTRACTOR for the performance of its obligations under the AGREEMENT, OWNER is not obligated under the terms of the AGREEMENT to provide CONTRACTOR with any information which OWNER considers proprietary. If OWNER transmits any information to CONTRACTOR, which OWNER considers proprietary, OWNER will so designate such information. CONTRACTOR shall use that information, and any other information that CONTRACTOR knows or has reason to know is proprietary or confidential to OWNER, exclusively in connection with the Work and shall not publish or otherwise disclose it to any third party.

E. DISPUTE RESOLUTION

(1) Negotiations

Should a dispute occur between OWNER and CONTRACTOR arising out of or relating to the AGREEMENT, the parties shall attempt in good faith to resolve the dispute promptly by direct or indirect negotiations.

(2) Work to Continue

In the case of any dispute (including any dispute which is or may be the subject of negotiation), Contractor shall continue to perform the Work pending final determination of the dispute, and OWNER shall continue to make payments to Contractor for those portions of the work completed that are not the subject of dispute, in accordance with the AGREEMENT.

(3) Lawsuits or Claims by Third Parties and or Insurance Coverage or Contractual Indemnity

Nothing in this Dispute Resolution Section of this AGREEMENT shall cover issues or disputes either directly or indirectly relating to a) Insurance Coverage; b) Lawsuits or Claims by Third Parties; c) Contractual Indemnity Obligations; and d) Legal Responsibility to any Third Party or Entity.

IV. MISCELLANEOUS

A. PUBLICITY

CONTRACTOR shall not refer to OWNER or any company affiliated with OWNER in any advertising or other publication in connection with goods or Work rendered by CONTRACTOR, without the prior written approval of OWNER.

B. CHOICE OF LAW; INTERPRETATION; SEVERABILITY; VENUE

The AGREEMENT shall be construed and interpreted in accordance with the internal laws of the State of Mississippi (as opposed to its conflicts of laws provisions) as though all acts and omissions contemplated thereby or related thereto occurred in Mississippi. The provisions of the AGREEMENT shall be interpreted where possible in a manner to sustain their legality and enforceability. The unenforceability of any provision of the AGREEMENT in a specific situation shall not affect the enforceability of that provision in another situation or the remaining provisions of the AGREEMENT.

The parties agree that the sole and exclusive venue for any litigation or dispute as between OWNER and CONTRACTOR shall be in either the chancery or circuit courts encompassing Lee County, Mississippi, and both parties by and through their execution of this AGREEMENT submit themselves to the jurisdiction of such courts.

EXHIBIT B OPERATING TERMS AND CONDITIONS

I. COMPLETION SCHEDULES

- A. The CONTRACTOR shall have crews and equipment on OWNER's Premises and working on work awarded by the AGREEMENT by _____, or the first business day thereafter, of the fiscal year in which Work is awarded. The schedule shall consist of the OWNER's designation and definition of Work to be performed by CONTRACTOR either verbally or in writing followed by the CONTRACTOR's diligent performance of that WORK within the time frames and schedules mutually agreed upon by the OWNER and CONTRACTOR.
- B. The CONTRACTOR shall complete pruning and clearing progressively, from a starting point or points designated by the OWNER with no skips except for those caused by property owner objections. The CONTRACTOR shall promptly notify the OWNER of any work site or property owner where the CONTRACTOR is unable to achieve full specification clearance for any reason, before tree pruning or removal activities are begun at that location, such that OWNER has opportunity to resolve known customer concerns before pruning and clearing.

II. NOTIFICATION and PLANNING

- A. Unless otherwise directed, the CONTRACTOR shall pre-notify property owners for tree pruning, tree removal and brush maintenance and disposal when performing firm price line clearance, or unit price tree removal activities in rural areas as listed in EXHIBIT C, SECTION I, FIRM PRICE SCHEDULE. The pre-notification shall clearly communicate the prescribed pruning and brush disposal techniques that will be implemented. When debris will remain onsite, the CONTRACTOR shall clearly communicate to the property owner the condition in which it will be left. When site cleanup becomes delayed due to equipment problems, the CONTRACTOR shall clearly communicate the condition to the property owner, together with an expected time for final cleanup and resolution. All tree removal authorizations shall be in writing from the property owner.
- B. Work planning shall be done at least **five** business days ahead of all line clearance work in concert with notification efforts. Work planning shall include all brush cutting/mowing, pruning, unit price removals and mechanical trimming.

III. PUBLIC PROTECTION

The CONTRACTOR agrees to install and maintain the necessary warning signs and protective devices at locations where work is being performed to prevent accidents to the public or damage to the property and personnel of the OWNER or the general public. At all times, the CONTRACTOR shall adhere to all applicable Mississippi D.O.T safety regulations including, but not limited to, local, county, state and federal regulations.

IV. PUBLIC RELATIONS

- A. The CONTRACTOR agrees that its personnel and equipment shall at all times present a neat appearance and all work shall be done, and all complaints resolved by the CONTRACTOR to the satisfaction of the OWNER with due regard for the OWNER's public relations.
- B. The OWNER shall provide a decal or sign for each truck assigned to work on the OWNER's system that states "TWL Contractor", including lift trucks, chip trucks, crew trucks, supervisor trucks, etc. These decals will be provided and replaced by the OWNER during the duration of the AGREEMENT.

V. PUBLIC COMPLAINTS

The CONTRACTOR agrees that complaints of any nature received from a property owner, the OWNER, or public authorities shall receive immediate attention and all efforts shall be made for a prompt resolution. CONTRACTOR shall make initial contact with a property owner or a property owner's representative on the same day in which a complaint is reported. Complaints shall be resolved, or have a mutually agreed plan of resolution with property owner or property owner representative, within forty-eight (48) hours of the report. All complaints, and any action taken by CONTRACTOR in connection with such complaints, shall promptly be reported to the OWNER. All complaints not fully resolved within ten business days (or landowner signature on a documented plan of action with a specified date to complete) of initial report shall be considered overdue and the OWNER shall have the right to have repairs made and withhold cost for those repairs from CONTRACTOR's invoice for that work.

VI. CIRCUIT OPERATION

The CONTRACTOR agrees to secure from the OWNER information as to the nature of the circuits involved before work is commenced. It is understood by and between the parties that the electric circuits of the OWNER are to continue in normal operation during this work. The CONTRACTOR shall take all necessary precautions to guard against interfering with the normal operation of said circuits. In the event the CONTRACTOR'S employees cause an outage to occur, they shall immediately cease trimming activities to secure the work area and ensure worker and public safety, and shall immediately notify the OWNER.

VII. NORMAL WORK WEEK

The normal workweek will be Monday thru Friday between the hours of **8:00 a.m. and 5:00 p.m.** The OWNER may approve alternate work schedules, to accommodate holidays, time lost to inclement weather or other reasons approved by the OWNER.

VIII. REPORTS

During the course of any work under this AGREEMENT the CONTRACTOR shall regularly report crew locations, work completions and other required reports showing the nature, amount, specific locations of work performed and other pertinent information which may be requested by and in the format approved by the OWNER .

The CONTRACTOR shall submit an approved crew/work progress report for all time and material (T&M) showing billable labor and equipment hours for the week, together with all relevant work data as may be determined necessary by the OWNER. This report shall be submitted weekly and received by the close of business on Tuesday, for the preceding week (except when Tuesday is a holiday). Each T&M crew's weekly time/work completion report shall be submitted directly to the OWNER, with a copy to the home office. The report shall be sufficient to support billing.

IX. PERMITS

The CONTRACTOR agrees to secure all permits and licenses necessary for the work to be performed hereunder and to pay all charges and fees required for such permits and licenses.

X. CONTRACTOR CREW INSPECTIONS

The CONTRACTOR and the CONTRACTOR's supervisor are responsible for insuring that all line clearance activities are done to full specification, and are responsible for reviewing their own work for thoroughness and completion before reporting the work complete to the OWNER.

Once the CONTRACTOR has reported a project or a mutually agreeable portion of the work as complete, the OWNER shall perform timely inspections of the CONTRACTOR's work to ensure full compliance with specifications and evaluate work quality. The CONTRACTOR shall promptly remedy any deficiency discovered by the OWNER during inspections. If remedies are not accomplished within 30 business days of written notification of detailed substandard WORK, the OWNER may suspend operations of the CONTRACTOR's crew(s).

XI. REPORTING HAZARDS

The CONTRACTOR's personnel traveling along power line rights-of-way on a frequent basis have an ideal opportunity to visually inspect the OWNER's line facilities for obvious hardware, pole, and/or cross arm condition that could cause service interruptions or create hazardous conditions to the general public. This inspection is not a detailed technical inspection of facilities. Rather it is a broad, general inspection resulting from "keeping your eyes open" and reporting an obvious condition that could be a hazard to life and property. The CONTRACTOR's personnel shall immediately report to the OWNER all hazardous or potentially hazardous hardware, poles, cross arms or other facility conditions which they discover.

- A. If the condition does not pose an imminent hazard, the CONTRACTOR's Crew Foreman shall submit notification of the condition to the OWNER.
- B. If the condition poses an imminent hazard, the CONTRACTOR's Crew Foreman shall immediately report the condition to the nearest OWNER operating group or Dispatcher. While the Crew Foreman is reporting the condition, he should leave remainder of crew deployed at site to protect the public from the hazard. Safety shall be of utmost importance. The Crew Foreman shall instruct crew members to stay a safe distance from the hazard at all times.

XII. CONTRACTOR'S PERSONNEL

In the event the OWNER objects to any personnel of the CONTRACTOR, the OWNER shall submit notification of the objection and the cause for the objection to the CONTRACTOR with a request for removal of such personnel for cause. Upon mutual agreement between OWNER and CONTRACTOR the personnel objected to by written submission may by mutual consent of both OWNER and CONTRACTOR be removed from WORK premises or terminated from employment by the CONTRACTOR. Such objection request and removal shall in no way interfere with the CONTRACTOR's right to hire and discharge personnel. CONTRACTOR shall ensure that each of the CONTRACTOR's personnel on OWNER's premises has a current and valid federal/state issued identification, and that each of CONTRACTOR's personnel carries such federal/state issued identification on their person at all times.

XIII. CONTRACTOR'S SUPERVISION

The CONTRACTOR shall designate a General Foreman/Supervisor(s) who shall be in charge of the work and is the CONTRACTOR's representative in all matters relating to this AGREEMENT. The General Foreman/Supervisor and all other supervisory personnel assigned to the work shall be permanent employees of CONTRACTOR. The General Foreman/Supervisor shall maintain close contact with the OWNER. The CONTRACTOR's General Foreman/Supervisor is required to:

- A. Supervise and regularly check their crews to assure that the work is being completed productively and in accordance with this Specification.
- B. Assure that all equipment, materials and supplies are available and in good working conditions for use by crews, but not personally repair trucks, chippers saws and the like. In the event a General Foreman/Supervisor assists with or works on the repair of equipment or tools, these hours shall not be billable hours.
- C. Dispatch work to the crews and inform the OWNER of their progress.
- D. Check Line Clearance job tickets and RIGHTS-OF-WAY vegetation management job tickets for completeness and accuracy, and initial each job ticket before submitting them to the OWNER.
- E. Regularly update maps used to indicate work done and areas completed.

XIV. COMMUNICATION

CONTRACTOR shall maintain close communication with the OWNER. CONTRACTOR's General Foremen/Supervisor(s) shall have and keep in their possession functional cellular telephones with voicemail and text capabilities. CONTRACTOR shall provide daily notice of work locations of each crew. Each time and material crew shall be provided with adequate means for prompt communication and work dispatching, between the crew, the CONTRACTOR's supervision, and the OWNER.

XV. WORK COMPLETION and TERMS OF PAYMENT

- A.** Payment for firm price work completed will be paid at a per hour rate.

When performing firm price hourly contract WORK activities, the CONTRACTOR shall complete their work activities as systematically and uniformly as practicable, so as to facilitate preliminary field review and approval, and *regular interim bi-monthly invoicing*. The CONTRACTOR's General Foremen/Supervisor shall work closely with the OWNER to identify areas that are complete to specification, and are free of skips, customer problems and variances from specification requirements so as to provide a regular interim invoice for a mutually agreeable level of work. All interim bi-monthly invoice approvals are subject to OWNER inspection of WORK at their discretion. Interim bi-monthly invoice payments shall be authorized when all outstanding issues, concerns, and inspections are satisfied to the approval of the OWNER. Once any portion of the project is inspected and approved by the OWNER, said portion is not subject to subsequent and continued re-inspections unless re-inspections must be performed to assess pruning or clearing work that was not fully completed when interim payment was made for the area containing such work. All decisions made by the OWNER relating to workmanship, job quality, public relations and environmental quality, as referenced on page 1, paragraph 6 of the AGREEMENT are final and not subject to arbitration. Invoices for approved work shall be paid within one (1) day (same day) of receipt thereof.

- B.** Payments for all types of unit work, as listed in EXHIBIT C, SECTION II and for tree removal by stump diameter class shall be made only for actual work completed, audited and approved, provided said work is in accordance with the terms of this AGREEMENT. Audits by OWNER, with CONTRACTOR's General Foremen/Supervisor in attendance, shall form the basis for invoice submittal. The cost of all subsequent inspections due to substandard, incomplete or improper work will be deducted from CONTRACTOR's invoice for that work. The deduction shall be at the standard labor rate per hour plus transportation expense for OWNER's System Right-of-Way Foreman for the actual hours required to re-inspect the substandard work.
- C.** T&M work performed shall be submitted on regular bi-monthly invoices and will reflect, crew and equipment for actual billable hours and at the rates quoted in pricing EXHIBIT C, SECTION IV. Invoices including T&M work performed shall be supported by copy of the crew's time sheets for the month.

EXHIBIT C

T&M PRICE SCHEDULE

The OWNER may, on occasion, find it necessary and efficient to use the CONTRACTOR's crews on a Time and Material basis. Such work may include but not be limited to new construction, routine pruning, outage-threat tree removals, customer requests, hot spot work, and emergency storm work.

HOURLY LABOR RATES

The following terms and conditions shall apply to hourly work.

1. Use of T&M Pricing

The OWNER shall determine when T&M pricing will be used.

2. Overtime Hours

The OWNER shall not be liable to CONTRACTOR or its employees, agents and/or representatives for any overtime hours worked or for payment of such hours. OWNER's sole liability shall be to pay the agreed upon T&M pricing contained in this AGREEMENT.

3. Qualifications of all CONTRACTOR Employees

- A. The CONTRACTOR shall provide employees physically capable of and with skills and experience necessary to efficiently perform any type of work assigned to them.
- B. The CONTRACTOR shall ensure appearance and conduct of all CONTRACTOR employees is satisfactory from both the public and OWNER's viewpoint.
- C. The CONTRACTOR shall ensure at least one employee at each work location can communicate effectively with the public concerning work methods, herbicides, restrictions, etc.
- D. The CONTRACTOR shall not allow any employee to commence work who has not first been trained in the practices and procedures required by this AGREEMENT or the basic functions and responsibilities of work he will be performing. Every employee shall additionally be provided with and fully trained in the contents of the yellow handbook entitled "Pruning Trees Near Electric Utility Lines- A Filed Pocket Guide for Qualified Line Clearance Tree Workers" by Dr. Alex L Shigo.
- E. The CONTRACTOR shall ensure that each of CONTRACTOR's personnel on OWNER's system has a current and valid government issued identification, and that each of CONTRACTOR'S personnel carries such government issued identification on their person at all times.

4. Special Training

The CONTRACTOR shall be responsible for all expenses involved with special training, beyond normal on-the-job training that may be required from time-to-time. This includes expenses involved with time and travel of Foremen, General Foremen, Supervisor's and Trainers to training sessions.

5. CONTRACTOR EMPLOYEE BENEFITS

The CONTRACTOR is responsible for administering its benefits program for its employees. Benefits are included in CONTRACTOR'S labor rates and firm price cost and shall not be otherwise billed to OWNER.

6. HOURLY/EMERGENCY WORK

- A. The CONTRACTOR shall dedicate all men and equipment working within OWNER's service area for emergency work for OWNER whenever requested by OWNER.
- B. The CONTRACTOR shall not take crews from the OWNER's property to perform emergency storm restoration at another utility.
- C. Labor and equipment rates for hourly work shall be those specified in this EXHIBIT.

7. SUPERVISION

All costs associated with the CONTRACTOR's first line of supervision for time and material work shall be incorporated into the hourly rates for the crew. OWNER will not be invoiced separately for the General Foreman/Supervisor or equivalent, or their pick-up truck, cell phone, or other equipment associated with

supervision and management of the crews.

EQUIPMENT SCHEDULE

CONTRACTOR shall furnish the following equipment in good, serviceable condition, reasonably free of excessive breakdowns as determined by the OWNER, at listed rates per hour. The CONTRACTOR agrees to provide equipment that is in good operating condition for T&M work and to maintain equipment in such a manner as to minimize breakdowns which might adversely affect crew production and performance. The listed rates shall not include operator(s) but shall include all costs for repairs, maintenance, operation, overheads and profit and shall be the sole compensation payable by OWNER to CONTRACTOR for use of said equipment. All tree-trimming trucks shall be properly equipped to handle any tree pruning or removal encountered. All equipment shall meet approval of ASSOCIATION before being permitted to work on OWNER's property. In addition the following conditions shall apply:

1. Crew and equipment hours shall not be invoiced for the time equipment is inoperative due to maintenance or equipment failure. CONTRACTOR's personnel may continue to be invoiced while equipment is inoperative, provided CONTRACTOR personnel can conduct line clearance work while equipment is inoperative.
2. Lift trucks shall be equipped with and be capable of running a hydraulic saw and pruner.
3. All T&M crews shall be equipped with serviceable and operational small tools normally required to be included in the hourly equipment rates for each lift or manual crew, so as to most efficiently perform any tree-pruning or tree removal task assigned (including but not limited to hydraulic pruners and pole saws, ropes, hooks, saddles, throw line, throw weights, throw line bag/cube materials with dye used for stump spray where applicable and miscellaneous hand tools).
4. Bucket truck prices shall include a minimum of two chain saws, of adequate size to efficiently perform all aspects of line clearance tree pruning and tree removal on each site encountered.

Tupelo Water and Light Department Line Clearance Agreement

This AGREEMENT, made this Dec. 6, 2023, between Tupelo Water and Light Department, hereinafter called the "Owner" and R.O.W. Pro, LLC (*Contractor*), having its principal offices located at 2143 Hwy 348, Blue Springs, Mississippi 38828 and registered to do business in the State of Mississippi, hereinafter called the "CONTRACTOR". This AGREEMENT may not be modified nor amended except by written instrument executed on behalf of each party by an officer or other duly appointed representative.

WITNESSETH, that for and in consideration of the covenants and agreements hereinafter mentioned, to be performed by the parties hereto, and the payment hereinafter agreed to be made, it is mutually agreed as follows:

1. This AGREEMENT commences on December 6, 2023, and shall terminate on 9/30/2024. The parties may agree in writing to renew this AGREEMENT for additional periods of time, either on the same terms and conditions set forth herein or upon such other terms and conditions as the parties may agree to in writing.
2. The following Exhibits are agreed upon in their entirety and shall be made an integral part of this AGREEMENT: Exhibits A, B, C, D, and E.
3. CONTRACTOR agrees to begin and complete the Work in a timely and competent manner and agreed upon mutually by CONTRACTOR and the OWNER.
4. This AGREEMENT, in all its provisions, applies to all Work done by the CONTRACTOR for the OWNER. Such work may consist of, but not be limited to, any and all maintenance, new construction, or emergency tree pruning, tree removal, right-of-way clearing including disposal of trees, limbs and brush.
5. CONTRACTOR shall furnish all supervision, labor, tools, transportation, equipment, and materials necessary to prune and/or remove all trees that may interfere with the OWNER's overhead distribution lines and cut brush on the OWNER's rights-of-way, dispose of the debris resulting from such work. The CONTRACTOR shall designate a supervisor, as the CONTRACTOR's representative in all matters relating to this AGREEMENT. Only the CONTRACTOR or the CONTRACTOR's supervisor shall direct and instruct the CONTRACTOR's employees, and under no circumstances shall the OWNER direct the workforce.
6. The CONTRACTOR agrees to complete all work in accordance with these specifications and sound arboricultural practices, and in a good and workmanlike manner as set forth by the OWNER and agreed upon by the CONTRACTOR. This includes, but is not limited to, safety, work quality, debris disposal, and customer pre-notification and good public relations and interaction. The CONTRACTOR shall promptly refer any issues that may arise pertaining to this AGREEMENT to OWNER. All decisions made by the OWNER under this paragraph are final in nature.
7. CONTRACTOR's supervisor shall ensure that every crew member is trained in and familiar with the proper pruning and tree removal procedures prior to starting work. The CONTRACTOR's supervisor shall be fully trained and knowledgeable in the sound arboricultural practices as defined by this specification, including ANSI Z133 and A300.

During the term of this AGREEMENT, CONTRACTOR (and its employees, agents and/or representatives) shall strictly be an independent contractor as to the OWNER, and not an employee of the OWNER. The OWNER shall not control the manner in which CONTRACTOR performs the services described herein. CONTRACTOR, however, agrees that any services performed by CONTRACTOR under this AGREEMENT shall be completed in a timely and competent manner. No training will be provided by the OWNER. CONTRACTOR represents that its employees, agents and/or representatives are fully trained for the job to be performed hereunder and that the CONTRACTOR (or its employees, agents and/or representatives) are not in need of any training by

the OWNER. CONTRACTOR understands that the OWNER has relied upon CONTRACTOR's representations in executing this AGREEMENT.

8. The CONTRACTOR shall have the sole responsibility for safe work practices, procedures, and the determination of safe working conditions for its employees. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all necessary safety precautions and programs in connection with the work. The CONTRACTOR shall also take the necessary precautions to render the work area secure in order to decrease the probability of accident from any cause and to avoid delay in completion of the work.
9. Neither party shall be liable to the other for any expenses, loss or damage resulting from delays or prevention of performance arising from causes beyond its reasonable control caused by fire, flood, accident, strikes, civil commotion, governmental or military authority, insurrection, riots, embargo, and unavoidable delays in transportation, acts of God, or public enemy.
10. At any time during this AGREEMENT, the OWNER may request the CONTRACTOR to provide the necessary supervision, labor, tools, equipment, materials and incidentals necessary to assist emergency and/or storm restoration efforts. The CONTRACTOR that is awarded Time and Material (T&M) crews shall provide required labor and equipment within 120 minutes of receiving the call-out request from the OWNER. Charges for the call-out shall begin when the crew reports to the OWNER's designated assembly location. Charges for all "foreign" crews brought in to assist in major storm emergencies shall begin when they arrive at a pre-determined and approved mustering point for travel to OWNER. Time will end when all crews are released each day, or when they arrive back at their reporting point at the end of the storm activities.
11. The CONTRACTOR shall not take crews from the OWNER's property to complete emergency storm restoration activities at another utility.
12. The CONTRACTOR shall comply with all federal, state, county, municipal or other laws, codes regulations, permits and rules bearing upon the conduct of the work as specified, including but not limited to, the OWNER's safety rules, OSHA regulations, and Mississippi Department of Transportation regulations pertaining to work area protection (MUTCD, Current Edition). The CONTRACTOR shall also comply with the regulations set forth in the following standards: OSHA 1910.269, OSHA 1910.331, and ANSI Z133 and A300 and other applicable Federal regulations and standards. If any of the Guidelines or specifications or requirements herein conflict therewith, the CONTRACTOR shall promptly notify the OWNER in writing. The CONTRACTOR shall not perform any work contrary to such laws, ordinances, regulations and rules, and the CONTRACTOR shall bear all costs arising from failure to comply with all regulations and requirements.
13. The CONTRACTOR bears full responsibility to provide workers, including those of approved SUB-CONTRACTORS, who are fit for duty. The CONTRACTOR is required to develop and maintain a drug and alcohol prevention or testing program, which satisfies all State and Federal D.O.T. requirements and supports its ability to provide a trained, qualified and proficient work force. The CONTRACTOR shall provide a copy of its drug and alcohol prevention and testing program to the OWNER upon request.
14. Before commencing any work under this AGREEMENT, and at all times during the progress of such work, the CONTRACTOR shall fully comply with the Workers' Compensation Laws of Mississippi, and shall require like compliance of its approved SUB-CONTRACTORS, if any, and shall furnish satisfactory evidence thereof to the OWNER. This AGREEMENT is not intended to constitute an agreement of hiring under the provisions of any Worker's Compensation or unemployment compensation law, any "old age" benefit law, or any similar law, and it shall not be so construed. CONTRACTOR agrees to accept full and exclusive liability for the payment of contributions, taxes or other costs imposed under such laws by the Federal and/or State Government, which are measured by remuneration paid to CONTRACTOR'S employees.
15. The CONTRACTOR shall ensure that it has complied with the Department of Homeland Security, Bureau of U.S. Citizenship and Immigration Services, Employment Eligibility Form I-9 for ALL employees performing work on ASSOCIATION worksites, including pre-approved SUB-CONTRACTORS where applicable. The CONTRACTOR shall, without limit, make available for examination and audit all documents related to the establishment of identity and citizenship necessary to ensure compliance upon the request of

ASSOCIATION. The CONTRACTOR shall further complete a verification of valid social security number for each employee assigned to OWNER, through the E-Verify system and/or with the United States Social Security Administration, and provide such proof of valid social security number upon request.

16. It is understood that CONTRACTOR does not represent the OWNER in any capacity and has no authority to bind or obligate the OWNER for any payment or benefit, of any kind, nature or amount, to any person or entity other than the CONTRACTOR per the conditions of this AGREEMENT. This AGREEMENT between CONTRACTOR and the OWNER is exclusive within the confines of the work described and defined in this AGREEMENT. The OWNER may, at its sole discretion, contract with others to perform such work as not described and defined within this AGREEMENT. The OWNER may additionally contract with others to perform such work as described and defined in this AGREEMENT with the prior notification and written consent of CONTRACTOR. The OWNER may, at its sole discretion, itself perform any work the OWNER deems appropriate and necessary.
17. There are no understandings or agreements, written, oral or implied, between the Parties with respect to the subject matter of this AGREEMENT except those herein contained. No amendment of or change in this AGREEMENT shall be effective unless made in writing and executed by the Parties.
18. This AGREEMENT shall continue to remain in force for the duration of the AGREEMENT period. Either party may terminate this AGREEMENT for reason(s) given in writing in accordance with Exhibit A, General Terms and Conditions, Termination and Suspension. Additionally, the OWNER may issue an immediate "stop work" order, in writing for reasons given in accordance with Exhibit A should the CONTRACTOR fail to carry out the specified work to the standards set forth in the AGREEMENT or to comply with any of the provisions of this AGREEMENT.
19. OWNER will evaluate CONTRACTOR's performance on a quarterly basis, in the following areas:
Work completed on schedule – Target: Within 10% of quarterly budget/spend period If OWNER determines that CONTRACTOR's performance is substandard according to the above criteria, OWNER will inform CONTRACTOR of substandard performance and establish a fair timeline in writing for improving performance to OWNER's standard. OWNER may cancel the remaining AGREEMENT according to guidelines set forth in Exhibit A.
20. This AGREEMENT shall be binding upon the parties hereto namely the OWNER and CONTRACTOR. CONTRACTOR shall not assign any of its rights or duties under this AGREEMENT, nor subcontract the whole or any part of the work to be performed hereunder, without first having obtained the written consent of OWNER authorizing such assignment of AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 6 day of, December, 2023.

ROW Pro, LLC

Jessica Davis
Witness

By: Caleb Robinson
Print Name and Title

Caleb Robinson
Signature

Tupelo Water and Light Department

Pam Blasingsame
Witness

By: Johnny Timmons, Manager
Print Name and Title

Johnny Timmons
Signature

EXHIBIT A

GENERAL TERMS AND CONDITIONS

I. DEFINITIONS

As used in these General Conditions, the following terms shall have the following meanings:

"AGREEMENT" means the Line Clearance AGREEMENT between CONTRACTOR and OWNER to which this Exhibit is attached, including the Exhibit(s) (including these General Conditions) and Schedule(s) attached to such AGREEMENT, together with the purchase order(s), purchase order releases or similar writings issued by OWNER to CONTRACTOR relating to the Line Clearance AGREEMENT and any other specifications, drawings or other documents specifically referenced in any of the foregoing.

"OWNER" means Tupelo Water and Light Department.

"CONTRACTOR" means the company signatory to this AGREEMENT.

"SUB-CONTRACTORS" means a company, with written consent of the OWNER, contracted by the CONTRACTOR.

"Premises" means OWNER's site or such other premises (including premises owned or controlled by a third party) where the Work are or will be performed, together with all places contiguous thereto and in the vicinity thereof where materials, equipment, tools, appliances or other facilities required for the performance of the Work are or will be located or stored.

"Work" means any activity undertaken by the CONTRACTOR in furtherance of Line Clearance Operations, as specified in attached Exhibit(s), including, but not limited to: customer notification, customer complaint response and resolution, pruning, tree and brush cutting, and debris clean-up.

"URD" means underground used in Exhibit F.

"Hazardous Materials" shall include, but shall not be limited to, substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9061 *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1802 *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §6910 *et seq.*), and all other environmental laws, rules and regulations, as the same may be in effect from time to time.

All other capitalized terms used herein shall have the meanings ascribed to them in these General Conditions or in the AGREEMENT.

II. GENERAL COMMERCIAL TERMS

A. CONTRACTOR'S QUALIFICATION

1. CONTRACTOR must be well-established, qualified licensed, and trained and experienced in the clearing of power line rights of way and tree trimming.
2. CONTRACTOR must show that their equipment and facilities are sufficient and their workload so arranged as to meet the schedules called for by the Contract.

B. CONTRACTOR'S INSPECTION AND KNOWLEDGE OF PLANS AND PREMISES; COST OF PERFORMANCE

By becoming a party to the AGREEMENT, CONTRACTOR represents it has:

- 1) Carefully and completely examined the drawings and specifications in the AGREEMENT (if any) affecting the Work and is fully informed as to all existing conditions and limitations, including laws and regulations of any governmental authority affecting OWNER Line Clearance Obligations or the CONTRACTOR, the Work or the Premises, and has included in its proposal all items implied or required to attain the conditions and performance contemplated by the AGREEMENT.
- 2) Satisfied itself as to existing construction, working space, storage space, access facilities and all other conditions pertaining to the Premises relative to the conduct of CONTRACTOR's operation by inspection of the Premises or otherwise.
- 3) Made due allowance in its proposal for any possible increase in cost of performance of the Work, including increases in the cost of materials and labor.

C. CHANGES IN THE WORK

1) OWNER Changes

OWNER shall have the right to order changes to be made in the Work. If these changes affect CONTRACTOR's costs, performance schedules, warranties and other provisions of the AGREEMENT, the prices and other affected provisions shall be equitably adjusted by agreement of CONTRACTOR and ASSOCIATION.

2) CONTRACTOR Changes

Subject to OWNER's prior written approval, CONTRACTOR may make changes in the Work without any change in the prices or the times by which CONTRACTOR must perform its obligations under the AGREEMENT.

3) Payment for Changes

All requests for payments for additions to the prices provided for in the AGREEMENT shall be shown separately on CONTRACTOR's invoices, and shall not be included with amounts applicable to the prices as originally specified in the AGREEMENT. All invoices covering additions or credits to the AGREEMENT shall refer to the specific change order or similar written authorization issued by OWNER with respect to the addition or credit.

D. TERMINATION AND SUSPENSION

1) Termination With Cause

If either party breaches any provision of the AGREEMENT (including, without limitation, the failure by CONTRACTOR to adhere to the performance standards set forth in the AGREEMENT), the other party may give notice of such breach to the defaulting party in writing. If the breach is not cured within thirty (30) days of delivery of such notice, the defaulting party shall be in default hereunder and the non-defaulting may elect to terminate the AGREEMENT, or to continue the AGREEMENT subject to receiving adequate assurances of performance from the defaulting party. OWNER shall have the right to stop the Work immediately for cause defined in writing and based on CONTRACTOR's failure to comply with any of the terms of the AGREEMENT. In the event OWNER terminates the AGREEMENT pursuant to this subsection II.D. (1), OWNER shall not be required to make any payments to CONTRACTOR with respect to Work that has not been performed as of the date of termination. If the sum of all previous deposits and payments under the AGREEMENT with respect to the Work so terminated exceeds the amount owed to CONTRACTOR with respect to Work that have been performed as of the date of termination, the excess shall be immediately refunded to OWNER.

In the event of such termination, OWNER shall not be required to obtain the lowest alternate bid for completing work, yet uncompleted by CONTRACTOR, but may choose another bidder which in OWNER's sole judgment shall best accomplish such completion. Upon termination of AGREEMENT, neither the OWNER nor the CONTRACTOR bear any further financial or physical responsibilities to the other party as stated in the AGREEMENT. Completion of work or continued work as defined by

the AGREEMENT beyond AGREEMENT termination will be performed and paid for under the sole discretion and responsibility of the OWNER.

2) Termination, Suspension, or Delay

OWNER may at any time on thirty (30) business days' notice to CONTRACTOR extend, suspend or delay CONTRACTOR's performance of the Work for OWNER's convenience. The OWNER shall not be required to make any payments to CONTRACTOR with respect to Work that has not been performed as of the date of early suspension or delay. If the sum of all previous deposits and payments under the AGREEMENT with respect to the Work so terminated exceeds the amount owed to CONTRACTOR, the excess shall be immediately refunded to OWNER. The OWNER may, at any time, on (60) calendar day's written notice of cause to CONTRACTOR terminate AGREEMENT in keeping with termination standards set forth in AGREEMENT.

CONTRACTOR likewise shall have the right to terminate the AGREEMENT upon providing ninety (90) days written notice of cause to OWNER. Should CONTRACTOR initiate such termination, OWNER shall not be required to obtain the lowest alternate bid for completing work, yet uncompleted by CONTRACTOR, but may choose another bidder which in OWNER's sole judgment shall best accomplish such completion. Upon termination of AGREEMENT, neither OWNER nor the CONTRACTOR bear any further financial or physical responsibilities to the other party as stated in the AGREEMENT. Completion of work or continued work as defined by the AGREEMENT will beyond AGREEMENT termination be performed and paid for under the sole discretion and responsibility of the OWNER.

3) Resumption of Work

If OWNER extends, delays or suspends CONTRACTOR's performance under subsection II.D. (2) of this Section, CONTRACTOR shall thereafter resume any Work extended, suspended or delayed as soon as is practicable when directed to do so by OWNER. Any dates for performance by CONTRACTOR which are affected by an extension, delay or suspension of OWNER shall be extended for a period not to exceed the time lost by reason of the extension, suspension or delay.

4) Temporary Deferment of Work

CONTRACTOR shall, without cost to OWNER, temporarily defer the execution of any portion of the Work when such action may be necessary in the opinion of OWNER for the proper advancement of the work of other contractors or for the installation of machinery, equipment or other work by OWNER, when the deferment may be accomplished without unreasonable interference with CONTRACTOR's schedule or arrangements, or when the Work interfere or threaten to interfere with the operation of OWNER's equipment.

5) Transition Cooperation

In the event of termination of the AGREEMENT by OWNER, CONTRACTOR will return to OWNER all OWNER data and documentation in CONTRACTOR's possession related to the Work.

6) Termination if Not Funded

CONTRACTOR recognizes that this AGREEMENT must be funded by budget approval of the Tupelo City Council of OWNER and, in the event the Tupelo City Council does not fully fund this AGREEMENT in the appropriate budget year, then upon written notice to CONTRACTOR, this AGREEMENT shall be immediately terminated.

E. ASSIGNMENT AND SUBCONTRACTING

(1) No Assignment

CONTRACTOR shall not assign its obligations to perform the Work or any part thereof and OWNER shall not be obligated to accept a tender of performance by any assignee, unless OWNER shall have previously expressly consented in writing to such assignment. Any attempt by the CONTRACTOR to assign its obligations without the consent of OWNER shall be void.

(2) Subcontractors

CONTRACTOR may not without the prior written consent of OWNER subcontract any of its obligations under the AGREEMENT. In the event that OWNER consents to the subcontracting of any portion of the Work, (i) such consent shall not relieve CONTRACTOR of its obligations under the AGREEMENT with respect to such Work, and (ii) CONTRACTOR agrees to bring the provisions of the AGREEMENT to the attention of and to bind every SUBCONTRACTOR (regardless of tier) to whom it subcontracts any of the Work by the provisions of the AGREEMENT as far as applicable to that portion of the Work to be performed by the SUBCONTRACTOR.

(3) No Third Party Beneficiaries

No provision of the AGREEMENT is intended or shall be construed to be for the benefit of any third party.

(4) Non-Waiver

The failure of either party to insist upon strict performance of this AGREEMENT by the other or the failure or delay by either party in exercising any rights or remedies provided in the AGREEMENT or by law shall not be deemed or construed as a waiver of any claims. No waiver by either party of a breach of any provision of the AGREEMENT shall constitute or be construed as a waiver of any other breach or of that provision. No payment or certificate, final or otherwise, shall be construed as (a) an acceptance of Work, (b) relieving CONTRACTOR of its obligations to make good any defects or consequences for which CONTRACTOR may be responsible, or (c) a waiver of any obligations of either party under the AGREEMENT.

(5) Hazardous Materials

CONTRACTOR shall not perform any Work, nor allow any subcontractor to perform any Work, in which any Hazardous Materials (as defined below) are used or incorporated, in whole or in part, in any manner which would violate the requirements of any existing laws, ordinances, codes, rules and regulations, orders or decisions of governmental authorities (including, but not limited to, any administrative consent orders furnished to CONTRACTOR) having jurisdiction over the Premises, the Work or any part of either, or which would cause substantial damage or a risk of substantial damage to the environment, or in such a manner as to leave any residue which could be hazardous to persons or property or cause liability to OWNER. If CONTRACTOR discovers an existing or suspected presence of any Hazardous Materials in the course of performing the Work, it shall have the duty to cease providing such Work in that area and to immediately give written notice to OWNER.

III. COMMERCIAL PROCEDURES**A. PERMITS**

The CONTRACTOR shall also obtain at its expense all other permits and licenses from government authorities and from private parties which are required in connection with the Work and the performance of the obligations of CONTRACTOR under the AGREEMENT.

B. SAFETY OF THE WORK; SECURITY**(1) Performance of Work**

CONTRACTOR shall perform the Work in a proper, safe and secure manner to prevent loss, injury or damage to OWNER's property, to the Premises and to lives or persons, and shall comply with all applicable safety laws, rules and regulations of any governmental authority, including those contained in or issued pursuant to the Occupational Safety and Health Act of 1970, as amended; all applicable provisions covering OWNER issued by the State of Mississippi; and with all safety procedures which OWNER may prescribe in connection with the performance of the Work. CONTRACTOR shall provide and maintain all passageways, guard fences, lights, barricades and other facilities for protection required by governmental authorities or rendered reasonably necessary by local conditions. All barricades shall be arranged to ensure the safety of the workers and passersby.

(2) Use of Premises; Cleaning Up

CONTRACTOR shall confine its activities, the storage of materials and the operation of its employees to limits established by OWNER. CONTRACTOR shall at all times prevent the accumulation on the Premises of debris and upon completion of the Work shall remove all debris, tools, and surplus materials, and shall leave the Premises in good order and condition. CONTRACTOR shall prevent any unnecessary accumulation or scattering of materials, tools and equipment around the Premises, and shall conduct the Work in an orderly manner.

(3) Security Regulations

CONTRACTOR shall comply strictly with OWNER's regulations in effect at any time governing the admittance of CONTRACTOR's employees on the Premises and their identification while there. CONTRACTOR shall bind each subcontractor (regardless of tier), and all persons directly or indirectly subject to its direction or that of any SUB-CONTRACTORS, to strict compliance with these regulations and with such supplemental, precautionary requirements as OWNER may issue during the performance of the Work.

(4) Reports of Accidents

CONTRACTOR shall report promptly to OWNER any accident or unusual occurrence during performance of the Work, including personal injury or death to any employee or any member of the public, or any damage to any of OWNER's property, the Premises or adjacent property. Reports of severe personal injury or death to any person shall be made within one (1) hour. These reports shall be made to OWNER'S Manager (or successor position), except during non-business hours the report shall be made to OWNER's dispatch office. CONTRACTOR shall submit a copy of all accident reports to OWNER, within 24 hours after an accident.

OWNER shall provide prompt notification to the CONTRACTOR of an accident related to the Work when OWNER becomes aware of said accident.

C. PROVISIONS RELATING TO PAYMENTS**(1) Grounds for Not Paying Invoices**

OWNER may decline to pay an invoice, in whole or in part, to the extent OWNER decides such action is necessary to protect OWNER from loss due to any of the following:

- (a) Breach by CONTRACTOR of any of its obligations under the AGREEMENT (including the costs to OWNER of remedying the breach (whether by re-performing the Work or otherwise) and all other costs directly attributable to other Work that are required to be performed in connection with remedying such breach);
- (b) Uninsured Third party claims filed or reasonable evidence indicating probable filing of such claims;
- (c) CONTRACTOR's failure to properly pay SUB-CONTRACTORS or to properly pay for equipment, materials or labor;
- (d) Damage to OWNER or any other person or entity where such damage arises out of the actual or alleged willful misconduct or negligent acts or omissions of CONTRACTOR, any subcontractor or their agents, employees or any other person for whom, directly or indirectly, CONTRACTOR or any subcontractor may be liable;
- (e) Reasonable evidence that the Work will not be completed within the time requirements specified in the AGREEMENT or for the balance of the AGREEMENT price then unpaid;
- (f) Unsubstantiated or unsupported amounts paid by OWNER to CONTRACTOR.

- (g) If the CONTRACTOR shall be adjudged bankrupt or shall become insolvent, or in the case the CONTRACTOR shall fail or refuse to supply adequate administrative and supervisory force, a sufficient complement of properly skilled workmen, or adequate equipment, tools or materials, or in the case the CONTRACTOR shall fail or refuse to make prompt payment for material or labor, or in the case the CONTRACTOR shall fail to prosecute the Work expeditiously and efficiently, or fail to comply with applicable laws and ordinances, or in the case the CONTRACTOR shall, in the judgment of OWNER otherwise fail or refuse to perform this AGREEMENT in any respect, then OWNER may, without prejudice to any other of its rights or remedies, and by written notice to the CONTRACTOR, terminate the AGREEMENT and the CONTRACTOR's rights thereunder and assume control of the CONTRACTOR's Work. The CONTRACTOR shall, if requested to do so in such written notice of termination or a written notice thereafter given, immediately remove its employees, representatives, tools, equipment, and other property from the jobsite. If the CONTRACTOR should fail to effect such removal within a reasonable period, they may be removed by OWNER at the CONTRACTOR's expense.

(2) Final Payment

In the event that OWNER so requests, final waivers of lien by all SUB-CONTRACTORS and material suppliers and affidavits that all bills for material and labor have been paid by CONTRACTOR and each subcontractor shall be furnished with the final invoice with respect to the Work. Acceptance by CONTRACTOR of final payment under the AGREEMENT shall constitute a waiver of all claims against OWNER under the AGREEMENT.

(3) Setoff

OWNER may set off against any amount payable under the AGREEMENT any and all present and future indebtedness of CONTRACTOR to OWNER (including any indebtedness for which OWNER may be primarily or contingently liable or ultimately responsible or which is or may become a lien on the Premises or any other property of OWNER) arising from the AGREEMENT or any other transaction between OWNER and CONTRACTOR, whether or not related to the Work or the AGREEMENT.

D. DOCUMENTATION AND PROPRIETARY INFORMATION

(1) OWNER'S Use of CONTRACTOR Information

OWNER shall not be prohibited from disclosure or use of proprietary or confidential information or documents relating to the Work which are required by OWNER in order to permit OWNER to obtain the full benefits of the Work.

(2) CONTRACTOR'S Use of OWNER Information

Except as may be required by CONTRACTOR for the performance of its obligations under the AGREEMENT, OWNER is not obligated under the terms of the AGREEMENT to provide CONTRACTOR with any information which OWNER considers proprietary. If OWNER transmits any information to CONTRACTOR, which OWNER considers proprietary, OWNER will so designate such information. CONTRACTOR shall use that information, and any other information that CONTRACTOR knows or has reason to know is proprietary or confidential to OWNER, exclusively in connection with the Work and shall not publish or otherwise disclose it to any third party.

E. DISPUTE RESOLUTION

(1) Negotiations

Should a dispute occur between OWNER and CONTRACTOR arising out of or relating to the AGREEMENT, the parties shall attempt in good faith to resolve the dispute promptly by direct or indirect negotiations.

(2) Work to Continue

In the case of any dispute (including any dispute which is or may be the subject of negotiation), Contractor shall continue to perform the Work pending final determination of the dispute, and OWNER shall continue to make payments to Contractor for those portions of the work completed that are not the subject of dispute, in accordance with the AGREEMENT.

(3) Lawsuits or Claims by Third Parties and or Insurance Coverage or Contractual Indemnity

Nothing in this Dispute Resolution Section of this AGREEMENT shall cover issues or disputes either directly or indirectly relating to a) Insurance Coverage; b) Lawsuits or Claims by Third Parties; c) Contractual Indemnity Obligations; and d) Legal Responsibility to any Third Party or Entity.

IV. MISCELLANEOUS

A. PUBLICITY

CONTRACTOR shall not refer to OWNER or any company affiliated with OWNER in any advertising or other publication in connection with goods or Work rendered by CONTRACTOR, without the prior written approval of OWNER.

B. CHOICE OF LAW; INTERPRETATION; SEVERABILITY; VENUE

The AGREEMENT shall be construed and interpreted in accordance with the internal laws of the State of Mississippi (as opposed to its conflicts of laws provisions) as though all acts and omissions contemplated thereby or related thereto occurred in Mississippi. The provisions of the AGREEMENT shall be interpreted where possible in a manner to sustain their legality and enforceability. The unenforceability of any provision of the AGREEMENT in a specific situation shall not affect the enforceability of that provision in another situation or the remaining provisions of the AGREEMENT.

The parties agree that the sole and exclusive venue for any litigation or dispute as between OWNER and CONTRACTOR shall be in either the chancery or circuit courts encompassing Lee County, Mississippi, and both parties by and through their execution of this AGREEMENT submit themselves to the jurisdiction of such courts.

EXHIBIT B OPERATING TERMS AND CONDITIONS

I. COMPLETION SCHEDULES

- A. The CONTRACTOR shall have crews and equipment on OWNER's Premises and working on work awarded by the AGREEMENT by _____, or the first business day thereafter, of the fiscal year in which Work is awarded. The schedule shall consist of the OWNER's designation and definition of Work to be performed by CONTRACTOR either verbally or in writing followed by the CONTRACTOR's diligent performance of that WORK within the time frames and schedules mutually agreed upon by the OWNER and CONTRACTOR.
- B. The CONTRACTOR shall complete pruning and clearing progressively, from a starting point or points designated by the OWNER with no skips except for those caused by property owner objections. The CONTRACTOR shall promptly notify the OWNER of any work site or property owner where the CONTRACTOR is unable to achieve full specification clearance for any reason, before tree pruning or removal activities are begun at that location, such that OWNER has opportunity to resolve known customer concerns before pruning and clearing.

II. NOTIFICATION and PLANNING

- A. **Unless otherwise directed**, the CONTRACTOR shall pre-notify property owners for tree pruning, tree removal and brush maintenance and disposal when performing firm price line clearance, or unit price tree removal activities in rural areas as listed in EXHIBIT C, SECTION I, FIRM PRICE SCHEDULE. The pre-notification shall clearly communicate the prescribed pruning and brush disposal techniques that will be implemented. When debris will remain onsite, the CONTRACTOR shall clearly communicate to the property owner the condition in which it will be left. When site cleanup becomes delayed due to equipment problems, the CONTRACTOR shall clearly communicate the condition to the property owner, together with an expected time for final cleanup and resolution. All tree removal authorizations shall be in writing from the property owner.
- B. Work planning shall be done at least **five** business days ahead of all line clearance work in concert with notification efforts. Work planning shall include all brush cutting/mowing, pruning, unit price removals and mechanical trimming.

III. PUBLIC PROTECTION

The CONTRACTOR agrees to install and maintain the necessary warning signs and protective devices at locations where work is being performed to prevent accidents to the public or damage to the property and personnel of the OWNER or the general public. At all times, the CONTRACTOR shall adhere to all applicable Mississippi D.O.T safety regulations including, but not limited to, local, county, state and federal regulations.

IV. PUBLIC RELATIONS

- A. The CONTRACTOR agrees that its personnel and equipment shall at all times present a neat appearance and all work shall be done, and all complaints resolved by the CONTRACTOR to the satisfaction of the OWNER with due regard for the OWNER's public relations.
- B. The OWNER shall provide a decal or sign for each truck assigned to work on the OWNER's system that states "TWL Contractor", including lift trucks, chip trucks, crew trucks, supervisor trucks, etc. These decals will be provided and replaced by the OWNER during the duration of the AGREEMENT.

V. PUBLIC COMPLAINTS

The CONTRACTOR agrees that complaints of any nature received from a property owner, the OWNER, or public authorities shall receive immediate attention and all efforts shall be made for a prompt resolution. CONTRACTOR shall make initial contact with a property owner or a property owner's representative on the same day in which a complaint is reported. Complaints shall be resolved, or have a mutually agreed plan of resolution with property owner or property owner representative, within forty-eight (48) hours of the report. All complaints, and any action taken by CONTRACTOR in connection with such complaints, shall promptly be reported to the OWNER. All complaints not fully resolved within ten business days (or landowner signature on a documented plan of action with a specified date to complete) of initial report shall be considered overdue and the OWNER shall have the right to have repairs made and withhold cost for those repairs from CONTRACTOR's invoice for that work.

VI. CIRCUIT OPERATION

The CONTRACTOR agrees to secure from the OWNER information as to the nature of the circuits involved before work is commenced. It is understood by and between the parties that the electric circuits of the OWNER are to continue in normal operation during this work. The CONTRACTOR shall take all necessary precautions to guard against interfering with the normal operation of said circuits. In the event the CONTRACTOR'S employees cause an outage to occur, they shall immediately cease trimming activities to secure the work area and ensure worker and public safety, and shall immediately notify the OWNER.

VII. NORMAL WORK WEEK

The normal workweek will be Monday thru Friday between the hours of **8:00 a.m. and 5:00 p.m.** The OWNER may approve alternate work schedules, to accommodate holidays, time lost to inclement weather or other reasons approved by the OWNER.

VIII. REPORTS

During the course of any work under this AGREEMENT the CONTRACTOR shall regularly report crew locations, work completions and other required reports showing the nature, amount, specific locations of work performed and other pertinent information which may be requested by and in the format approved by the OWNER .

The CONTRACTOR shall submit an approved crew/work progress report for all time and material (T&M) showing billable labor and equipment hours for the week, together with all relevant work data as may be determined necessary by the OWNER. This report shall be submitted weekly and received by the close of business on Tuesday, for the preceding week (except when Tuesday is a holiday). Each T&M crew's weekly time/work completion report shall be submitted directly to the OWNER, with a copy to the home office. The report shall be sufficient to support billing.

IX. PERMITS

The CONTRACTOR agrees to secure all permits and licenses necessary for the work to be performed hereunder and to pay all charges and fees required for such permits and licenses.

X. CONTRACTOR CREW INSPECTIONS

The CONTRACTOR and the CONTRACTOR's supervisor are responsible for insuring that all line clearance activities are done to full specification, and are responsible for reviewing their own work for thoroughness and completion before reporting the work complete to the OWNER.

Once the CONTRACTOR has reported a project or a mutually agreeable portion of the work as complete, the OWNER shall perform timely inspections of the CONTRACTOR's work to ensure full compliance with specifications and evaluate work quality. The CONTRACTOR shall promptly remedy any deficiency discovered by the OWNER during inspections. If remedies are not accomplished within 30 business days of written notification of detailed substandard WORK, the OWNER may suspend operations of the CONTRACTOR's crew(s).

XI. REPORTING HAZARDS

The CONTRACTOR's personnel traveling along power line rights-of-way on a frequent basis have an ideal opportunity to visually inspect the OWNER's line facilities for obvious hardware, pole, and/or cross arm condition that could cause service interruptions or create hazardous conditions to the general public. This inspection is not a detailed technical inspection of facilities. Rather it is a broad, general inspection resulting from "keeping your eyes open" and reporting an obvious condition that could be a hazard to life and property. The CONTRACTOR's personnel shall immediately report to the OWNER all hazardous or potentially hazardous hardware, poles, cross arms or other facility conditions which they discover.

- A. If the condition does not pose an imminent hazard, the CONTRACTOR's Crew Foreman shall submit notification of the condition to the OWNER.
- B. If the condition poses an imminent hazard, the CONTRACTOR's Crew Foreman shall immediately report the condition to the nearest OWNER operating group or Dispatcher. While the Crew Foreman is reporting the condition, he should leave remainder of crew deployed at site to protect the public from the hazard. Safety shall be of utmost importance. The Crew Foreman shall instruct crew members to stay a safe distance from the hazard at all times.

XII. CONTRACTOR'S PERSONNEL

In the event the OWNER objects to any personnel of the CONTRACTOR, the OWNER shall submit notification of the objection and the cause for the objection to the CONTRACTOR with a request for removal of such personnel for cause. Upon mutual agreement between OWNER and CONTRACTOR the personnel objected to by written submission may by mutual consent of both OWNER and CONTRACTOR be removed from WORK premises or terminated from employment by the CONTRACTOR. Such objection request and removal shall in no way interfere with the CONTRACTOR's right to hire and discharge personnel. CONTRACTOR shall ensure that each of the CONTRACTOR's personnel on OWNER's premises has a current and valid federal/state issued identification, and that each of CONTRACTOR's personnel carries such federal/state issued identification on their person at all times.

XIII. CONTRACTOR'S SUPERVISION

The CONTRACTOR shall designate a General Foreman/Supervisor(s) who shall be in charge of the work and is the CONTRACTOR's representative in all matters relating to this AGREEMENT. The General Foreman/Supervisor and all other supervisory personnel assigned to the work shall be permanent employees of CONTRACTOR. The General Foreman/Supervisor shall maintain close contact with the OWNER. The CONTRACTOR's General Foreman/Supervisor is required to:

- A. Supervise and regularly check their crews to assure that the work is being completed productively and in accordance with this Specification.
- B. Assure that all equipment, materials and supplies are available and in good working conditions for use by crews, but not personally repair trucks, chippers saws and the like. In the event a General Foreman/Supervisor assists with or works on the repair of equipment or tools, these hours shall not be billable hours.
- C. Dispatch work to the crews and inform the OWNER of their progress.
- D. Check Line Clearance job tickets and RIGHTS-OF-WAY vegetation management job tickets for completeness and accuracy, and initial each job ticket before submitting them to the OWNER.
- E. Regularly update maps used to indicate work done and areas completed.

XIV. COMMUNICATION

CONTRACTOR shall maintain close communication with the OWNER. CONTRACTOR's General Foremen/Supervisor(s) shall have and keep in their possession functional cellular telephones with voicemail and text capabilities. CONTRACTOR shall provide daily notice of work locations of each crew. Each time and material crew shall be provided with adequate means for prompt communication and work dispatching, between the crew, the CONTRACTOR's supervision, and the OWNER.

XV. WORK COMPLETION and TERMS OF PAYMENT

A. Payment for firm price work completed will be paid at a per hour rate.

When performing firm price hourly contract WORK activities, the CONTRACTOR shall complete their work activities as systematically and uniformly as practicable, so as to facilitate preliminary field review and approval, and *regular interim bi-monthly invoicing*. The CONTRACTOR's General Foremen/Supervisor shall work closely with the OWNER to identify areas that are complete to specification, and are free of skips, customer problems and variances from specification requirements so as to provide a regular interim invoice for a mutually agreeable level of work. All interim bi-monthly invoice approvals are subject to OWNER inspection of WORK at their discretion. Interim bi-monthly invoice payments shall be authorized when all outstanding issues, concerns, and inspections are satisfied to the approval of the OWNER. Once any portion of the project is inspected and approved by the OWNER, said portion is not subject to subsequent and continued re-inspections unless re-inspections must be performed to assess pruning or clearing work that was not fully completed when interim payment was made for the area containing such work. All decisions made by the OWNER relating to workmanship, job quality, public relations and environmental quality, as referenced on page 1, paragraph 6 of the AGREEMENT are final and not subject to arbitration. Invoices for approved work shall be paid within one (1) day (same day) of receipt thereof.

B. Payments for all types of unit work, as listed in EXHIBIT C, SECTION II and for tree removal by stump diameter class shall be made only for actual work completed, audited and approved, provided said work is in accordance with the terms of this AGREEMENT. Audits by OWNER, with CONTRACTOR's General Foremen/Supervisor in attendance, shall form the basis for invoice submittal. The cost of all subsequent inspections due to substandard, incomplete or improper work will be deducted from CONTRACTOR's invoice for that work. The deduction shall be at the standard labor rate per hour plus transportation expense for OWNER's System Right-of-Way Foreman for the actual hours required to re-inspect the substandard work.

C. T&M work performed shall be submitted on regular bi-monthly invoices and will reflect, crew and equipment for actual billable hours and at the rates quoted in pricing EXHIBIT C, SECTION IV. Invoices including T&M work performed shall be supported by copy of the crew's time sheets for the month.

EXHIBIT C

T&M PRICE SCHEDULE

The OWNER may, on occasion, find it necessary and efficient to use the CONTRACTOR's crews on a Time and Material basis. Such work may include but not be limited to new construction, routine pruning, outage-threat tree removals, customer requests, hot spot work, and emergency storm work.

HOURLY LABOR RATES

The following terms and conditions shall apply to hourly work.

1. Use of T&M Pricing

The OWNER shall determine when T&M pricing will be used.

2. Overtime Hours

The OWNER shall not be liable to CONTRACTOR or its employees, agents and/or representatives for any overtime hours worked or for payment of such hours. OWNER's sole liability shall be to pay the agreed upon T&M pricing contained in this AGREEMENT.

3. Qualifications of all CONTRACTOR Employees

- A. The CONTRACTOR shall provide employees physically capable of and with skills and experience necessary to efficiently perform any type of work assigned to them.
- B. The CONTRACTOR shall ensure appearance and conduct of all CONTRACTOR employees is satisfactory from both the public and OWNER's viewpoint.
- C. The CONTRACTOR shall ensure at least one employee at each work location can communicate effectively with the public concerning work methods, herbicides, restrictions, etc.
- D. The CONTRACTOR shall not allow any employee to commence work who has not first been trained in the practices and procedures required by this AGREEMENT or the basic functions and responsibilities of work he will be performing. Every employee shall additionally be provided with and fully trained in the contents of the yellow handbook entitled "Pruning Trees Near Electric Utility Lines- A Filed Pocket Guide for Qualified Line Clearance Tree Workers" by Dr. Alex L Shigo.
- E. The CONTRACTOR shall ensure that each of CONTRACTOR's personnel on OWNER's system has a current and valid government issued identification, and that each of CONTRACTOR'S personnel carries such government issued identification on their person at all times.

4. Special Training

The CONTRACTOR shall be responsible for all expenses involved with special training, beyond normal on-the-job training that may be required from time-to-time. This includes expenses involved with time and travel of Foremen, General Foremen, Supervisor's and Trainers to training sessions.

5. CONTRACTOR EMPLOYEE BENEFITS

The CONTRACTOR is responsible for administering its benefits program for its employees. Benefits are included in CONTRACTOR'S labor rates and firm price cost and shall not be otherwise billed to OWNER.

6. HOURLY/EMERGENCY WORK

- A. The CONTRACTOR shall dedicate all men and equipment working within OWNER's service area for emergency work for OWNER whenever requested by OWNER.
- B. The CONTRACTOR shall not take crews from the OWNER's property to perform emergency storm restoration at another utility.
- C. Labor and equipment rates for hourly work shall be those specified in this EXHIBIT.

7. SUPERVISION

All costs associated with the CONTRACTOR's first line of supervision for time and material work shall be incorporated into the hourly rates for the crew. OWNER will not be invoiced separately for the General Foreman/Supervisor or equivalent, or their pick-up truck, cell phone, or other equipment associated with

supervision and management of the crews.

EQUIPMENT SCHEDULE

CONTRACTOR shall furnish the following equipment in good, serviceable condition, reasonably free of excessive breakdowns as determined by the OWNER, at listed rates per hour. The CONTRACTOR agrees to provide equipment that is in good operating condition for T&M work and to maintain equipment in such a manner as to minimize breakdowns which might adversely affect crew production and performance. The listed rates shall not include operator(s) but shall include all costs for repairs, maintenance, operation, overheads and profit and shall be the sole compensation payable by OWNER to CONTRACTOR for use of said equipment. All tree-trimming trucks shall be properly equipped to handle any tree pruning or removal encountered. All equipment shall meet approval of ASSOCIATION before being permitted to work on OWNER's property. In addition the following conditions shall apply:

1. Crew and equipment hours shall not be invoiced for the time equipment is inoperative due to maintenance or equipment failure. CONTRACTOR's personnel may continue to be invoiced while equipment is inoperative, provided CONTRACTOR personnel can conduct line clearance work while equipment is inoperative.
2. Lift trucks shall be equipped with and be capable of running a hydraulic saw and pruner.
3. All T&M crews shall be equipped with serviceable and operational small tools normally required to be included in the hourly equipment rates for each lift or manual crew, so as to most efficiently perform any tree-pruning or tree removal task assigned (including but not limited to hydraulic pruners and pole saws, ropes, hooks, saddles, throw line, throw weights, throw line bag/cube materials with dye used for stump spray where applicable and miscellaneous hand tools).
4. Bucket truck prices shall include a minimum of two chain saws, of adequate size to efficiently perform all aspects of line clearance tree pruning and tree removal on each site encountered.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE: November 30, 2023

SUBJECT: IN THE MATTER OF APPROVAL OF CHANGE ORDER # 1 & SUMMARY
FOR THE NORTH GREEN STREET SUBSTATION (BID NO 2023-033WL)
JT

Request:

Approval of the attached change order:

North Green Street Substation – Change Order # 1 & Summary – This change order shows a net decrease of \$39,484.65 based on final quantities. This change order brings the revised contract amount to \$599,450.27.

CHANGE ORDER NO. 1 & SUMMARY

CCE NO. 3-09989-23P

CHANGE ORDER NO.: 1 & SUMMARY

OWNER: City of Tupelo

PROJECT: NORTH GREEN STREET SUB STATION

CONTRACTOR: COOK AND SON, LLC

The following changes on the project, with quantities and items involved, are recommended for the reasons stated:

Justification: *Adjustment of final quantities as a result of field conditions during construction*

Item No.	Item Description	Quantity Adjustment	Unit	Unit Cost	Amount
5	Select Borrow (Cl. 9-6) (PM)	-500.00	CuYd	\$ 18.00	\$ (9,000.00)
8	Concrete Driveway	-91.00	SqYd	\$ 65.27	\$ (5,939.57)
9	Combination Concrete Curb & Gutter - 24" Type 3B	-40.00	LinFt	\$ 77.10	\$ (3,084.00)
12	18" Reinforced Concrete Pipe, Class III	-12.00	LinFt	\$ 88.50	\$ (1,062.00)
19	Excelsior Blanket	393.00	SqYd	\$ 5.00	\$ 1,965.00
20	Temporary Silt Fence (Type I or II)	-188.00	LinFt	\$ 5.00	\$ (940.00)
21	Loose Riprap (Size 100 lb.)	-452.82	Ton	\$ 44.00	\$ (19,924.08)
23	Wattles, 20"	-100.00	LinFt	\$ 10.00	\$ (1,000.00)
24	Solid Sod	-100.00	SqYd	\$ 5.00	\$ (500.00)
Final Contract Quantity Adjustment Amount					\$ (39,484.65)

It is further understood and agreed that this modification constitutes compensation in full on behalf of the contractor and its subcontractors and suppliers for all costs and markups directly or indirectly attributable to the change order herein, of all delays related thereto, and for performance of the changes within the time frame stated.

Estimated Cost - Per Contract Dated: 8/15/2023

Contract Amount (Original): \$638,934.92

Previously Approved C.O.'s Add (Deduct): \$0.00

PREVIOUS CONTRACT TOTAL: \$638,934.92

Estimated Amount - This C.O. Add (Deduct): (\$39,484.65)

SUB-TOTAL CONTRACT AMOUNT: \$599,450.27

REVISED CONTRACT AMOUNT: \$599,450.27

DATE: 11/21 2023

[Signature]
For Cook Coggin Engineering, Inc.

APPROVED: [Signature] 2023

For the Owner (City of Tupelo)

ACCEPTED: November 20 2023

[Signature]
For Contractor (COOK AND SON, LLC.)



AGENDA REQUEST

TO: Mayor and City Council

FROM: Ben Logan, City Attorney

DATE Month Day, 2023

SUBJECT: IN THE MATTER OF APPROVAL OF SOLID WASTE DISPOSAL SERVICE AGREEMENT BETWEEN THREE RIVERS SOLID WASTE AUTHORITY AND CITY OF TUPELO, MISSISSIPPI AND AUTHORIZATION OF MAYOR TO SIGN ON BEHALF OF THE CITY

Request:

First renewal of contract between city and Three Rivers Solid Waste Authority to dispose of municipal solid waste, including authorization of mayor to sign on behalf of the city.

City of Tupelo Comprehensive Plan 2025-2040 Consultant RFQ Committee Review - **BID # 2023-048DS**

Rubric/ Points Available	Firm	JS	TN	NM	NOTES:
A. Qualifications: Firm qualifications, represented by previous experience, proven sustainability of prior work, references supporting previous experience, and firm access and availability to engage with City of Tupelo Administrative and Planning staff: 0-20 points	GMC	18	20	20	Southeastern based firm, large staff, diverse client listing similar to Tupelo, 10 month projection, immediate start date
	CZB	13	14	18	Smaller firm, Northeastern based offices, start date February 2024, 5 month projection, "boutique" client base, primarily Northeastern, impressive data modeling
B. Experience: The firm's experience in diverse areas of planning, including neighborhood connectivity, tax abatement incentives, blight and abandoned property development, infrastructure improvements, future land use planning, and beautification strategies: 0-20 points	GMC	20	20	20	Subjective approach to project development and deliverables, diverse deliverables across clients, variety of connectivity focused projects developed, Team experience in infrastructure development, projects developed based on rural struggles and tax based approaches
	CZB	12	15	18	Data-centric approach to Comprehensive Plan development, some area specific development/planning presented in submittal
C. Technical Expertise: The firm's technical expertise in data analysis in areas of density, drainage, connectivity concepts, zoning, and market feasibility of commercial development: 0-15 points	GMC	15	15	15	Wide array of expertise among staff and project development/clientele. Project development produced in house among 582 staff members, Storm water expert assigned to Tupelo project team
	CZB	15	15	15	Impressive research and feasibility concept presentation; expertise at detailed technical legal document deliverables
D. Publication Experience: The firm's experience in producing data for publication in the form of maps, analytics, policies and procedures, anticipated project outcomes, and municipal	GMC	8	9	10	Multiple comprehensive plans completed, detailed public information available online to document process, variety of legal deliverables and analytical studies presented
	CZB	10	9	9	Highly data based, market and community research and publication materials consistent across clientele, detailed analytics

comprehensive plan publications: 0-10 points					
E. Legal Documentation Experience: The firm's experience in producing legal documents for implementation into governing processes such as municipal Ordinances and Development Code amendments: 0-20 points	GMC	15	15	20	Code revisions, unified land development code production among clientele, documents reflect subjective needs of clientele, are inviting and user friendly
	CZB	15	15	20	Wide variety of detailed zoning, ordinance, and development code documents produced for clientele, research-based modeling evident
F. Public Engagement Experience: The firm's ability to conduct public forums, provide opportunities to receive and analyze public feedback, and to engage with citizen participation efforts and community engagement and education of planning processes and outcomes. 0-15 points.	GMC	15	15	15	Online forms, forums, process updates, website development, strategic neighborhood based public engagement meetings and feedback sessions, user friendly engagement processes, dynamic presentation
	CZB	10	12	13	Detailed community engagement across multiple deliverables for Greenville, SC, thorough data oriented processes for public information sharing
TOTAL POINTS	GMC	91	94	100	
	CZB	75	80	93	

SOLID WASTE DISPOSAL SERVICE AGREEMENT

BETWEEN

**THREE RIVERS SOLID
WASTE MANAGEMENT AUTHORITY**

AND

CITY OF TUPELO, MISSISSIPPI

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SOLID WASTE DISPOSAL SERVICE AGREEMENT

THIS SOLID WASTE DISPOSAL SERVICE AGREEMENT (the "Agreement"), is made and entered into this 5th day of Dec, 20 23, between Three Rivers Solid Waste Management Authority (the, "Authority"), a political subdivision organized and existing under the laws of the State of Mississippi (§ 17-17-301 et seq. Miss. Code of 1972 as amended) (the "Act"), and City of Tupelo, Mississippi (the "Unit of Local Government").

BACKGROUND

WHEREAS, the Authority owns, and will continue to operate, maintain, and expand or cause to be operated, maintained, and expanded a Facility for disposing of Municipal Solid Waste all in accordance with the terms and conditions hereof.

WHEREAS, the Unit of Local Government is willing to enter into this Agreement with the Authority in reliance on the Authority, to provide such Disposal services in accordance with this Agreement. The Unit of Local Government further proposes to deliver or cause to be delivered all of its Municipal Solid Waste generated within its geographic boundaries that is placed in the waste stream for disposal within the State of Mississippi to the Facility and desires that the Authority operate the Facility to dispose of Municipal Solid Waste.

WHEREAS, the Unit of Local Government enters into this Agreement and does hereby declare and confirm its membership in the Authority in accordance with the Incorporation Agreement, as amended, a copy of which is attached as **Schedule 2**, and subject to all rights and obligations as set forth in the Act, the Incorporation Agreement, as amended, and this Agreement.

AGREEMENTS

In consideration of the premises and the mutual obligations undertaken herein and intending to be legally bound, the parties hereby agree as follows:

ARTICLE I **DEFINITIONS AND SCHEDULES**

1.1 Certain Definitions. Each of the capitalized terms in this Agreement, unless otherwise expressly defined herein, shall have the meaning given to such term in Schedule 1. Such meaning shall apply equally to all forms of such term.

1.2 Schedules Incorporated by Reference The following Schedules are hereby incorporated by reference and made a part hereof:

- (a) Schedule 1 – Definitions
- (b) Schedule 2 – Incorporation Agreement
- (c) Schedule 3 – Host County Agreement

ARTICLE II **PURPOSE OF CONTRACTS: ACKNOWLEDGEMENTS**

2.1 Agreement to Operate, Maintain, and Expand. (a) It is hereby recognized and declared that, in accordance with provisions of the Act, the Authority owns and will continue to operate, maintain, and expand or cause to be operated, maintained, and expanded the Facility for the effective disposal of Municipal Solid Waste to be received from any Unit of Local Government contracting with the Authority therefor. Toward that end, and subject to the terms of this Agreement, the Authority will operate and maintain the Facility or enter into contracts for the operation and maintenance of the Facility, and the Unit of Local Government will deliver to the Facility for Disposal all of its Municipal Solid Waste generated within its geographic boundaries that is placed in the waste stream for disposal within the State of Mississippi to the Facility for Disposal.

(b) The Authority will continue in cooperation with the Unit of Local Government to make available the Facility so as to accept for Disposal the Municipal Solid Waste of the Unit of Local Government. Provided, however if for any reason the Facility shall not be operational, the Authority shall designate an Alternative Disposal Site or such Alternative Delivery Points as may be necessary. Any increase in transportation cost incurred by the Unit of Local Government as a result of the Alternative Delivery Points shall be borne by the Unit of Local Government.

(c) This Agreement shall not operate to prohibit or prevent the implementation by any Unit of Local Government or Generator of source separation of material for purposes of Recycling from Municipal Solid Waste prior to collection of such Municipal Solid Waste for management, provided however, the construction and operation of a resource recovery or Recycling facility by a Unit of Local Government shall not be authorized or allowed unless specifically approved by the Authority and pursuant to the approved local non-hazardous solid waste management plan.

2.2 Operation of Facility. (a) Upon the effective date of this Agreement, the Authority shall continue operation, maintenance, and expansion of the Facility; and shall have full discretion in determining the nature, design, size, capacity, route, location, and time of expansion of the Facility and may enter into any contract it may deem appropriate and necessary for the expansion, operation, and maintenance of the Facility. Additionally, but subject to the terms of this Agreement, the Authority may from time to time acquire, construct, or make such renewals, replacements, repairs, modifications, improvements, expansions, additions, extensions, and betterments to the Facility as the Authority deems consistent with the Plans and the Permits.

Expansion, extensions, and improvements to the Facility may be funded by the Capital Expansion Fund or by Bonds.

(b) The Unit of Local Government and the Authority agree that the Authority may issue its Bonds at such times as the Authority shall deem necessary or advantageous and will use the proceeds, together with any other funds made available to the Authority therefor, to finance and/or refinance any of the costs of operating, maintaining, and expanding the Facility. Such costs shall include, without limitation, the payment of interest on the Bonds for any period specified in the Bond Resolution, the establishment of reserves to secure the Bonds and to protect the integrity of the Facility's expenses incident to the issuance of the Bonds and to the implementation of the disposal services, all deposits required by the Bond Resolution to be made from the proceeds of Bonds into any fund or account established under the Bond Resolution, and all other expenditures incident or convenient to the operation and maintenance of the Facility and the expansion, replacements, repairs, modifications, improvements, and betterments thereto. The Authority may issue such Refunding Bonds in such amounts, and use the proceeds thereof to make such payments, as the Authority may be permitted by law.

(c) The Authority will furnish and make available the Facility hereunder to the Unit of Local Government continuously so far as reasonable diligence will permit, but the Authority may interrupt, curtail or otherwise interfere with such service to the Unit of Local Government as a result of an Unforeseen Circumstance, or for the purpose of safeguarding life or property, and in such event the Authority shall not be liable for damages or breach of contract.

ARTICLE III **OPERATIONS OF REGIONAL LANDFILL**

3.1 Term. The term of this Agreement (the "Term") shall be the period commencing on the date of execution and delivery hereof by the parties hereto (the "Effective Date") and ending

on the thirtieth (30th) anniversary date of the Effective Date unless earlier terminated pursuant to this Agreement.

3.2 Agreement to Operate. The Authority agrees to continue to exercise all reasonable efforts to operate, maintain, and expand the Facility in compliance with all applicable regulatory agency or court orders, regulations, requirements, obligations, conditions, and Permits, and in accordance with good operating practice.

3.3 Delivery Obligation. From and after the Acceptance Date and until this Agreement is terminated or expires, all Municipal Solid Waste generated within the Unit of Local Government's geographic boundaries shall be transported to, stored, and managed at the Facility or at a transfer station owned by the Authority or its members.

3.4 Equalized Delivery. The Unit of Local Government shall use its best efforts to ensure that the total amount of Municipal Solid Waste delivered or caused to be delivered to the Delivery Point by the Unit of Local Government shall be as nearly equal from Business Day to Business Day as is reasonably practicable, subject to unavoidable fluctuations in the waste stream, including seasonal fluctuations in solid waste generation within the Unit of Local Government. In the event the Unit of Local Government is not obligated hereunder to deliver a large enough quantity of Municipal Solid Waste to make equal deliveries each Business Day economical, the Unit of Local Government and the Authority shall arrange the Unit of Local Government's delivery schedule to achieve maximum economies for the Unit of Local Government's needs for as even deliveries each Business Day from all sources as is reasonably practicable.

3.5 Acceptance Obligation. From and after the effective date of Subtitle D Regulations and until this Agreement is terminated or expires, the Authority shall accept all Municipal Solid Waste generated within the jurisdiction of the Unit of Local Government or collected by the Unit

of Local Government, subject to the rejection rights described in Section 4.12, that is delivered or caused to be delivered to the Authority's designated Delivery Point during the normal operating hours as established by the Authority (unless other hours are provided in a notice from the Authority) on any Business Day. The Authority is under no duty or obligation to accept any waste which does not constitute Municipal Solid Waste.

3.6 Quality. The Unit of Local Government or User shall ensure that all Solid Waste that it delivers or causes to be delivered to the Delivery Point shall constitute Municipal Solid Waste generated within the Unit of Local Government.

3.7 Unacceptable Solid Waste. The Authority and the Member shall use their best efforts to identify the Person responsible for the delivery or abandonment at the Facility of any Unacceptable Solid Waste and to require such person to remove such Unacceptable Solid Waste or to recover from such person the cost of removal, transportation or disposal of such waste or any corrective action, remediation or penalty resulting therefrom. To the extent that such identification is not possible, the Authority shall promptly identify, contain, store and remove such Unacceptable Solid Waste from the Facility and dispose of it in accordance with applicable laws and regulations.

3.8 Right of Inspection. The Authority in its sole discretion shall have the right to inspect on the Site the contents of any vehicle containing Solid Waste to determine the presence of Unacceptable Solid Waste, including the right to require any hauler operating such vehicle to unload the contents for purposes of inspection. If any vehicle is found to contain Unacceptable Solid Waste the Authority may reject delivery thereof pursuant to Section 3.12.

3.9 Operation and Maintenance. On and after the Effective Date the Authority shall at all times operate, or cause to be operated, the Three Rivers Regional Landfill properly and in accordance with all applicable state and federal regulations with good operating procedures

applicable to all similar facilities and in a sound, efficient and economical manner so as to ensure that capacity is available, and shall maintain, preserve, and keep the same or cause the same to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all ordinary, necessary and proper repairs, replacements and renewals so that at all times the operation of the Facility may be properly and advantageously conducted, and, if any useful part of the Facility is damaged or destroyed, the Authority shall, as expeditiously as may be possible, commence and diligently prosecute the ordinary replacement or reconstruction of such part so as to restore the same to use.

3.10 Alternate Delivery Points. If an Unforeseen Circumstance prevents the Authority from accepting at a Delivery Point any Municipal Solid Waste generated within the Unit of Local Government, the Authority shall designate by a notice to the Unit of Local Government an Alternative Delivery Point including any other available landfill or other point as the Delivery Point for the Unit of Local Government for its Municipal Solid Waste. Any additional cost of transportation incurred by the Unit of Local Government between the Delivery Points of the Authority and the Alternative Delivery Point and the cost of disposal of such Municipal Solid Waste shall be the responsibility of the Unit of Local Government. Such notice may be in writing or may be given orally in person or over the telephone, provided that notice is actually received by the Unit of Local Government on or before 4:00 PM of the day preceding the day the designated Delivery Point is to become the Alternative Delivery Point, and if so requested by the Unit of Local Government any oral notice shall be confirmed by a written notice delivered within five (5) business days. Upon receipt of such notice by the Unit of Local Government, such Alternative Delivery Point shall become the Delivery Point until expiration of any term specified in such notice

or until the receipt by the Unit of Local Government from the Authority at any time of subsequent notice terminating the designation as the Delivery Point which shall be solely within the discretion of the Authority.

3.11 Weighing of Delivery Vehicles and Solid Waste. After the arrival of any delivery vehicle at the Delivery Point, the Authority or Unit of Local Government shall weigh the loaded vehicle on a scale to be maintained by or on behalf of the Authority. Prior to or immediately following the first use of any vehicle for the purpose of delivering Municipal Solid Waste to the Authority, the vehicle shall be weighed upon the scale when empty. Such vehicle shall be weighed while loaded at the time of each delivery and the difference between such loaded weight and the empty weight shall be deemed to be the weight of the Municipal Solid Waste accepted. The Authority shall have the right to weigh any vehicle immediately following a delivery for the purpose of verifying the empty weight.

3.12 Acceptance/Rejection of Municipal Solid Waste. (a) Ownership of Municipal Solid Waste delivered to the Delivery Point shall not pass to the Authority until and unless such Municipal Solid Waste is accepted by the Authority.

(b) The Authority shall have the right to reject any portion of the Municipal Solid Waste that the Authority determines is Unacceptable Waste.

(c) Upon rejection of any Municipal Solid Waste delivered by or at the direction of the Unit of Local Government, the Authority shall notify the driver of the delivery vehicle of the rejection and afford the driver a reasonable opportunity to reload the vehicle and remove the rejected Municipal Solid Waste from the Delivery Point. If the rejected Municipal Solid Waste is reloaded and removed from the Delivery Point, the Authority will provide the driver prior to his departure with a written statement setting forth the date and a brief statement of the

reasons for the rejection. If the rejected Municipal Solid Waste is not removed from the Delivery Point by the delivery vehicle within one hour, the Authority may either deliver the written statement to the driver of such vehicle prior to departure or deliver it to the Unit of Local Government within ten (10) days after such rejection. The Authority may remove from the Delivery Point and dispose of in whatever manner is in compliance with laws and regulations and is appropriate given the nature of the Municipal Solid Waste (i) any Municipal Solid Waste rejected by the Authority and not removed from the Delivery Point by the delivery vehicle within one hour and (ii) any Unacceptable Waste discovered by the Authority after the departure of the delivery vehicle which the Authority can establish was delivered by or for the account of the Unit of Local Government. The costs of disposal of any such waste rejected by the Authority and not removed from the Delivery Point by the delivery vehicle and any such Unacceptable Waste discovered by the Authority will be assessed to the User responsible for the delivery. With respect to such rejected waste, such disposal and charge by the Authority shall not constitute acceptance by the Authority, transfer of ownership to the Authority, or waiver by the Authority of any remedies it may have in connection with the delivery of such Municipal Solid Waste. All Users shall exclude from delivery at any Delivery Point any Unacceptable Waste.

3.13 Testing of Scale. The scale at the Delivery Point shall be tested for accuracy at the expense of the Authority or Unit of Local Government at least once every twelve (12) months. At the request of the Unit of Local Government, the Authority shall provide a copy of the most recent test results to the Unit of Local Government. In addition, the Unit of Local Government at its expense may require that the Authority conduct tests of the scale at any time.

3.14 Reports of Deliveries. The Authority will monitor the quantity of Municipal Solid Waste delivered by the Unit of Local Government at the Delivery Point and prepare for the Unit

of Local Government, no later than the fifteenth (15th) day of each month, a written report (the "Monthly Report") describing on a per day and per vehicle basis the quantity of Municipal Solid Waste charged against the account of the Unit of Local Government during the prior month. The Monthly Report shall also describe the Monthly Service Fee payable by the Unit of Local Government in connection with the disposal of Municipal Solid Waste delivered by the Unit of Local Government during the preceding month. The Unit of Local Government will be entitled, during normal business hours and upon reasonable advance notice, to inspect the Authority's books of account in order to verify the truth and accuracy of any Monthly Report.

3.15 Facility Operating Rules and Regulations. The Authority shall have the right to make, amend, and enforce reasonable rules and regulations necessary for the operations of the Authority and its Facility which are not inconsistent with the terms, rights, and obligations under this Agreement, the Incorporation Agreement, or the Act.

ARTICLE IV **COST OF SERVICES, EXPENSES AND BILLING**

4.1 Agreement to Pay. In recognition of the Authority's agreement to operate, maintain, and expand the Facility, the Unit of Local Government agrees to pay a Monthly Service Fee as defined in Section 4.03 to the Authority. The obligation to pay the Monthly Service Fee shall continue for the term of this Agreement.

4.2 Tipping Fee. The Authority shall establish, fix, prescribe and collect a Tipping Fee for each ton of Municipal Solid Waste, which Tipping Fee shall be uniform for all Members of the Authority except the Host Member and for all Generators within the jurisdiction of Members, including commercial and industrial users' Municipal Solid Waste by setting the Tipping Fee on or before to August 15th of each year, in order that in each fiscal year, Revenue as shall be required is available and sufficient solely for the purpose of paying or discharging all obligations of the

Authority, and any expansion cost of the Facility or any cost or amounts necessary to fund a Capital Expansion Fund to provide during the term of this Agreement the capacity for Disposal as set forth in the Three Rivers Solid Waste Management Plan or to fund any cost or amounts necessary for Closure or Post Closure Care.

4.3 Monthly Service Fee The Monthly Service Fee will be the product of the Tipping Fee multiplied by the number of tons of Municipal Solid Waste delivered to the Authority at the designated Delivery Point by the Unit of Local Government for the Billing Period as defined in the Monthly Report provided pursuant to Section 3.14 of this Agreement.

4.4 Host Member. Nothing in this Agreement shall prohibit the Authority from entering an agreement with the Unit of Local Government serving as a Host for the Facility as set out in **Schedule 3**.

4.5 Billing of Monthly Service Fee. (a) Following the fifteenth (15th) day of each month the Authority shall prepare an invoice of the Monthly Service Fee, setting forth all charges due from the Unit of Local Government for the Billing Period. The Unit of Local Government shall pay the amount due to the Authority on or before the 15th day of the next month. If any portion thereof shall remain unpaid 15 days after its due date, the Unit of Local Government shall be charged with, and shall pay to the Authority, interest at the Overdue Rate on the amount unpaid from its due date until paid. If any portion thereof shall remain unpaid 60 days after its due date, the Authority shall have the right, upon 5 days' notice, to take all actions necessary to collect all unpaid amounts and interest. Such actions by the Authority will not relieve the Unit of Local Government of its obligations hereunder.

4.6 Other Users Payment. The use of the Facility or any Delivery Point or Transfer Station by any Person other than a Member, authorized by the Authority to use the Facility shall

be upon either a cash on delivery or credit payment terms as deemed necessary and on such conditions as may be determined by the Authority. The Authority shall be responsible for billing and collection from all Users.

4.7 Accounts and Reports. (a) The Authority shall keep or cause to be kept proper books of record and account, separate from all other records and accounts, in which complete and correct entries shall be made of all its transaction relating to the Facility, or any part thereof, the Revenues and expenditures, and each fund and account established.

(b) Any member of the Authority shall have the right upon reasonable notice and during reasonable business hours to examine the books and records of the funds and accounts held by the Authority with respect to the Revenues and expenses of the Authority.

(c) An audit of the Authority's books, records, accounts and activities shall be prepared each fiscal year and a copy furnished to each Member Unit of Local Government.

4.8 Funds Established. The Authority may create the following funds in addition to any other funds required by the Bond Resolution, or Indenture or determined to be necessary by the Authority, each to be funded by a portion of the Tipping Fees such portion of Bond proceeds as may be lawfully permitted.

(a) Operation and Maintenance Fund; to pay all Operation and Maintenance Expenses and other costs as the Authority deems necessary.

(b) Debt Service Fund; to pay principal and interest due on Bonds issued by the Authority.

(c) Reserve Fund; to provide a reserve fund for debt service on the Bond to the extent permissible by law.

(d) Closure and Post Closure Care Fund; to pay or cover all expenses necessary to cover any regulatory requirement for Closure or Post Closure care of the Facility, and related costs as the Authority deems necessary.

(e) Capital Expansion Fund; to pay for future expansion, extensions and improvements to the Facility as defined, and other costs as the Authority deems necessary.

4.9 Unforeseen Circumstances. If during any Billing Period, due to the occurrence of an Unforeseen Circumstance, the Unit of Local Government shall be unable to deliver or cause to delivered Municipal Solid Waste to the Facility or a Delivery Point, the Unit of Local Government shall continue to pay the Monthly Service Fee based upon its Current Volume.

4.10 Review of Rates. At such intervals as the Authority shall deem appropriate, the Authority shall review Tipping Fees, rates, and charges to ensure that such Tipping Fees, rates, and charges, continue to cover its estimate of all of the Authority's Revenue Requirements.

4.11 Authority's Budget. The Authority shall adopt a budget for each fiscal year and submit it the Governing Body of each Member of the Authority forty-five (45) days prior to the start of the fiscal year. The budget shall include a notice of the Tipping Fee to be charged to the Unit of Local Government for the next fiscal year to be set by the adoption by August 15th of each year.

4.12 Adjustment to Tipping Fees. On October 1 of the year ("Adjustment Date"), the Tipping Fee may be adjusted.

4.13 Regulatory Changes or Additional Requirements.

(a) The Authority may at any Adjustment Date provide notice to the Unit of Local Government that the Tipping Fees will adjusted to allow the Authority to fully cover any

increase in cost resulting from any Regulatory Change or from any Additional Requirement which may have occurred during the year prior to the Adjustment Date.

(b) If such Regulatory Change or Additional Requirement results in an increase or decrease in the Operation and Maintenance Expenses of the Facility, Closure, or Post-Closure costs, such adjustment will be in an amount equal to the increase or decrease of actual direct cost.

(c) If such Regulatory Changes or Additional Requirements require a change in design or construction or require a Capital Facility or Capital Expenditures any such adjustment will be in an amount equal to the increase or decrease of the actual direct cost.

4.14 Limitation of Financial Obligation - Unit of Local Government.

(a) Notwithstanding anything to the contrary contained in this Agreement, any Bond Resolution or Indenture, the Unit of Local Government's total obligation to the Authority under this Agreement shall be no greater than the Unit of Local Government's Pro Rata Share of such obligation except to such extent a Member may be determined as responsible for the delivery of Unacceptable Waste or for any Regulatory Change or Additional Requirement.

(b) The Unit of Local Government's Pro Rata Share of the Bonds and any Closure or Post Closure Care obligation incurred or arising under this Agreement and remaining unpaid or otherwise unsatisfied shall survive the termination of this Agreement, except as provided in Section 7.05.

ARTICLE V **COVENANTS**

5.1 Effect of Covenant. The Unit of Local Government hereby covenants and agrees with the Authority and makes provision which shall be a part of this Agreement and any contract with the Bondholder of the Authority to the effect and with the purpose set forth in this Agreement and the following Sections.

5.2 Covenants and Agreement of Unit of Local Government. Pursuant to Sections 17-17-323 Miss. Code of 1972 as amended, the Unit of Local Government covenants and agrees that under the terms of this Agreement, the Unit of Local Government will fix, establish, maintain and from time to time adjust rates and fees within its jurisdiction sufficient at all times to pay its obligation Monthly Service Fee to the Authority under this Agreement.

5.3 Powers as to Bonds and Pledge. The Unit of Local Government is duly authorized under the Act and all applicable law to enter into this Agreement and to pledge such Revenues and other moneys, securities and funds purported to be pledged in the manner and to the extent provided in the Act and this Agreement. This Agreement is and will be a valid and legally enforceable obligation of the Unit of Local Government, in accordance with the terms of the Act. The Unit of Local Government shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of any Revenues and other moneys, securities and funds pledged under the Act and this Agreement which the Authority may pledge to the Bondholders under the Resolution against all claims and demands of all persons whomsoever.

5.4 Obligation for Pro Rata Share of Bonded Debt. During any Billing Period, notwithstanding any occurrence of an Unforeseen Circumstance, the Unit of Local Government shall remain unconditionally obligated to pay its Pro Rata Share of the indebtedness of the Authority incurred during the Unit of Local Government's membership in the Authority. Such obligation shall survive the termination of this Agreement unless terminated pursuant to Section 6.5. This obligation shall consist of:

(a) the Unit of Local Government's Pro-Rata Share of the amounts required under any Bond Resolution to be paid or deposited into any fund or account established for the

payment of Debt Service on the Bonds issued to finance or refinance the Facility or any portion thereof; and

(b) the Pro-Rata Share of the amounts required by any Bond Resolution to be paid into any fund or account established under such Bond Resolution, including debt service reserve funds, general funds and such other funds or accounts as may be provided by any such Bond Resolution; and

(c) the Pro-Rata Share of additional amounts, if any, which must be realized by the Authority in order to meet the requirements of any rate covenant with respect to coverage of debt service on the Bonds issued to finance or refinance or refinance Facility under any terms of any Bond Resolution plus such additional amounts deemed desirable to facilitate the marketing of such Bonds on favorable terms; and

(d) the Pro Rata Share of any amounts unfunded and necessary for the Closure and Post Closure Care of the Facility should the Facility cease to operate.

5.5 Payment of Fees - Pledge for Bonds. (a) The Unit of Local Government covenants that it will promptly pay or cause to be paid all fees or costs due the Authority under the terms of this Agreement for which the Unit of Local Government is indebted or obligated.

(b) In order to provide additional security for the Bonds issued by the Authority for the Facility under the terms of this Agreement and pursuant to the provision of Section 17-17-327, Mississippi Code of 1972 as amended, the Unit of Local Government covenants, agrees and authorizes the Department of Revenue to (i) withhold all or any part of any monies, except gas taxes, which any such local governmental unit is entitled to receive from time to time pursuant to any law and which is in the possession of the Department of Revenue, and (ii) pay the same over to the Authority to satisfy any delinquent payments on any services to such local government unit

to ensure the timely payment of any Bonds of the Authority secured by revenue to be received from the Unit of local Government or as may be necessary to replenish any funds of debt service reserve fund of the Authority which might have been expended to pay debt service as a result of the delinquency of a Unit of Local Government.

5.6 Further Assurance. At any and all times the Unit of local government shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deed, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming of all and singular the rights, fees and other moneys, and funds hereby due, obligated, or owed under the terms of this Agreement which the Authority may hereafter become bound to pledge or assign.

5.7 Authority's Covenants with Respect to Service Agreements. The Authority hereby further covenants that it will not permit any transfers or assignments of its Service Agreements which would in any way adversely affect Revenues or which would in any way materially adversely affect or diminish the rights of the Bondholders under the Bond Resolution and said Service Agreements. The Authority hereby further covenants that it will not consent to any amendment of any Service Agreement that would subject to the provisions of Section 5.05 hereof (i) establish a termination date for any Service Agreement on a date prior to the final maturity date of any Bonds Outstanding on the date of such consent, or, if such amendment should be entered into while a default under the Resolution shall exist and be continuing, prior to the final payment of the Bonds Outstanding on the date of such amendment; or (ii) cause an entity with which Authority has entered into a Service Agreement no longer to be unconditionally obligated to make payments due thereunder.

5.8 Compliance with Law. The Authority and Unit of Local Government each covenants to the other it shall observe and perform all of the terms and conditions contained in the Act and this Agreement and shall comply with all valid acts, rules, regulations, orders and directions applicable to the operation of the Facility or the Authority not inconsistent or in conflict with the provisions of this Agreement or any legislation, statute, directive, ruling, or order of any legislative, executive, administrative or judicial body having lawful jurisdiction over the Authority or the Facility.

5.9 Other Facilities. The Unit of Local Government hereby covenants that it will not acquire or construct any solid waste disposal facility for the disposal of Municipal Solid Waste during the term of this Agreement so long as the services under this Agreement are provided by the Authority. Provided, however, nothing contained herein shall extinguish the Unit of Local Government obligation to pay it Pro Rata Share of the debt as provided by Section 5.04.

ARTICLE VI

DEFAULTS AND TERMINATION

6.1 Events of Default by Authority. Persistent and repeated failure of the Authority to timely perform any material obligation under this Agreement shall constitute Events of Default on the part of the Authority.

6.2 Events of Default by Unit of Local Government. Persistent and repeated failure of Unit of Local Government to timely perform any material obligation under this Agreement shall constitute Events of Default on the part of the Unit of Local Government.

6.3 Specific Performance: Remedies for Authority Event of Default. The Unit of Local Government and the Authority agree that monetary damages are not an adequate remedy for the Authority's Event of Default, nor could monetary damages be the equivalent of the performance of the obligations hereunder, and the Authority hereby consents to the initiation of legal

proceedings seeking specific performance of any obligation of the Authority under this Agreement in a court of competent jurisdiction within the State.

6.4 Specific Performance: Remedies for Unit of Local Government Default. The Unit of Local Government and the Authority agree that monetary damages are not an adequate remedy for the Unit of Local Government Event of Default and the Unit of Local Government hereby consents to the initiation of legal proceedings seeking specific performance of any obligation of the unit of Local Government or payment of any sums due under this Agreement in a court of competent jurisdiction within the State.

6.5 Termination of Agreement. (a) This Agreement may be terminated by the Unit of Local Government upon approval by the Board if the Unit of Local Government (i) makes a prepayment to the Trustee created or designated by any Bond Resolution or Indenture of the Authority, sufficient to pay or defease its Pro Rata Share of indebtedness of the Authority incurred by the Authority under Section 5.04 hereof or as otherwise authorized by this Agreement; (ii) pays an amount sufficient to cover its Pro Rata Share of the Operation and Maintenance Expenses based upon its Current Volume of Municipal Solid Waste for the remainder of the Billing Year; and (iii) pays its Pro Rata Share of the cost or obligation for Closure and Post Closure Care of the Facility or for any Regulatory Change or Additional Requirement unfunded at the time of termination which results from an event which occurred during the term of membership of the Unit of Local Government in the Authority.

(b) Within sixty (60) days following the date of any agreed termination under this Section 6.05 the Unit of Local Government and the Authority shall reconcile all amounts due and payable, with the payment by the Unit of Local Government sufficient to cover its Pro Rata Share described in this Section 6.05 when due and, payable to be made within ninety (90) days of

termination unless a payment on any Outstanding Bond is due during that period and in such case the Unit of Local Government shall immediately make its pro rata payment.

ARTICLE VII
REPRESENTATIONS

7.1 Representations of the Unit of Local Government. The Unit of Local Government represents and warrants that:

(a) The Unit of Local Government is a duly organized and existing under the laws of the State.

(b) The Unit of Local Government has the full power, authority and legal right to enter into and perform this Agreement, and each other agreement or instrument entered into or to be entered into by the Unit of Local Government pursuant to this Agreement, and the execution, delivery and performance hereof and thereof by the Unit of Local Government (i) have the requisite approval of all governmental bodies, (ii) will not violate any judgment, order, law or regulation applicable to the Unit of Local Government or any provisions of the Unit of Local Government charter and (iii) do not (A) conflict with, (B) constitute a default under or (C) except as specifically created thereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Unit of Local Government under any agreement or instrument to which the Unit of Local Government is a party or by which the Unit of Local Government or its assets may be bound or affected.

(c) This Agreement, and each other agreement or instrument entered into by the Unit of Local Government pursuant to this Agreement, have been duly authorized, executed and delivered by the Unit of Local Government; each agreement or instrument to be entered into by the Unit of Local Government pursuant to this Agreement, when entered into, will be duly authorized, executed and delivered by the Unit of Local Government; and this Agreement and each

other agreement entered into by the Unit of Local Government, when executed and delivered, will constitute legal, valid and binding obligations of the Unit of Local Government, enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally, or by general equitable principles concerning remedies.

(d) There is no litigation or proceeding pending or to the knowledge of the Unit of Local Government, threatened against or affecting the Unit of Local Government (i) challenging the validity of this Agreement or any agreements contemplated hereby (ii) seeking to enjoin the performance by the Unit of Local Government of its obligations hereunder or thereunder or (iii) which, if adversely determined, would materially adversely affect the ability of the Unit of Local Government to perform its obligations hereunder or thereunder.

7.2 Representations of the Authority. The Authority represents and warrants that as of the Effective Date:

(a) The Authority is duly organized and existing in good standing under the laws of the State.

(b) The Authority has the corporate power, authority and legal right to enter into and perform this Agreement and each other agreement or instrument entered into or to be entered into by the Authority pursuant to this Agreement, and the execution, delivery and performance hereof and thereof by the Authority (i) have the requisite approval of all governmental bodies; (ii) will not violate any judgment, order, law or regulations applicable to the Authority or any provisions of the Authority's Incorporation Agreement or by-laws; and (iii) do not (A) conflict with, (B) constitute a default under, or (C) except as specifically created thereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Authority

under any agreement or instrument to which the Authority is a party or by which the Authority or its assets may be bound or affected.

(c) The Authority or its designee holds, or is expressly authorized under, permits and licenses to operate, maintain, and expand the Facility pursuant to the terms of this Agreement.

(d) This Agreement, and each other agreement or instrument entered into by the Authority pursuant to this Agreement, have been duly authorized, executed and delivered by the Authority; each agreement or instrument to be entered into by the Authority pursuant to this Agreement, when entered into, will be duly authorized, executed and delivered by the Authority; this Agreement and each other agreement entered into by the Authority constitute, and each agreement to be entered into by the Authority, when executed and delivered, will constitute legal, valid and binding obligations of the Authority, enforceable in accordance with their respective terms, except as enforcement of such obligations may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, or by general equitable principles concerning remedies.

(e) There is no litigation or proceeding pending or, to the knowledge of the Authority, threatened against or affecting the (i) challenging the validity of this Agreement or any agreements contemplated hereby; (ii) seeking to enjoin the performance by the Authority of its obligations hereunder or thereunder; or (iii) which, if determined adversely, would materially adversely affect the financial condition of the Authority, or the ability of the Authority to perform its obligations hereunder or thereunder.

ARTICLE VIII
FURTHER AGREEMENTS

8.1 Licenses Approvals and Permits. The Unit of Local Government shall provide all such cooperation as may reasonably be requested by the Authority in connection with the issuance of the Bonds or applications for grants and loans and with obtaining in a timely manner, maintaining or continually meeting the requirements of any licenses, approvals and Permits obtained or to be obtained by the Authority. The Authority shall obtain and/or maintain all Permits, licenses, and approvals necessary to the operation of the Facility, as applicable.

8.2 Actions Affecting the Facility

(a) If, any time during the Term of this Agreement, the Unit of Local Government delivery of solid waste (i) presents or may be reasonably expected to present an imminent or substantial endangerment to the health or welfare of persons, (ii) causes a Release, (iii) is Unacceptable Waste or (iv) would cause the Authority to violate or exceed any condition, parameter or limitation of its Permit, the Authority shall immediately notify the Unit of Local Government. To the extent any Unit of Local Government reasonably believes that its solid waste disposal will or may be expected to result in any event specified in this Section 9.02(a) (i), (ii), (iii), or (iv) it shall promptly give the Authority Notice of the same, both in writing and by oral communication, which Notice shall specify in reasonable detail the circumstances giving rise to such disposal(s), the duration of such disposal(s), the anticipated effect on the facility, as applicable, and the actions taken or to be taken by the Unit of Local Government to remedy and/or mitigate the same.

(b) Upon a determination by the Authority that the delivery to or disposal of waste at the Facility from any Unit of Local Government or other Person creates an immediate danger to the public or to property or creates a dangerous situation which may endanger the public,

public health or cause damage to property, the Facility or a Delivery Point, the Authority may take immediate action to; (i) notify the Unit of Local Government or other Person as the case may be to take immediate steps to remedy the situation; (ii) take other appropriate action to minimize or eliminate the risk or danger; (iii) discontinue accepting or disposing of such waste. The Authority shall make every effort under the circumstances to notify the Unit of Local Government or other Person of the danger or risk determined and the action planned with 24 hours notice.

8.3 Contracts With Others. (a) The Authority may, in its discretion, enter into Service Agreements for use of the Facility with any Unit of Local Government outside the Three Rivers Region or with any other Person or potential User, provided, however, that any charges or fees with respect to Municipal Solid Waste delivered or caused to be delivered and disposed at the Facility made and imposed pursuant to Article IV hereof or charged and collected pursuant to any applicable law, ordinance or Service Contract or Agreement with anyone other than a Unit of Local Government Member of the Authority shall not be computed or established at any rates more favorable than the rates applicable to all Units of Local Government who are members of the Authority, and the terms and conditions of any such agreement shall not be less favorable to the Authority than the terms and conditions of this Agreement.

(b) The Authority, upon receiving a bona fide offer from any potential User of the Facility from outside the Authority's Service Area as defined in the local solid waste management plan shall notify the Authority Board of the request or offer to contract with the Authority for disposal services. Nothing in this Agreement shall, however, prevent the Authority from contracting for or accepting for Disposal at its Facility any Municipal Solid Waste generated within or without Three Rivers Region or any Special Waste as defined by DEQ, provided, however, the Authority shall not accept such waste which originates from outside the State of

Mississippi unless the acceptance of such waste has been approved by the Authority and by a referendum of the Host County.

8.4 Additional Member Unit of Local Government. Any Unit of Local Government which becomes a Member of this Authority after the execution date of this Agreement shall not enter into any Service Agreement on terms and conditions more favorable to it than those contained in this Agreement.

8.5 Overdue Obligations to Bear Interest. All amounts due hereunder, whether as damages, credits, Revenue, or reimbursements, that are not paid when due shall bear interest at the Overdue Rate on the amount due and unpaid from time to time, on the basis of a 360-day year, counting the actual number of days elapsed, and all such interest accrued at any time shall, to the extent permitted by law, be deemed added to the amount due, as accrued.

8.6 Insurance. The Authority shall, subject to commercial availability, obtain and maintain the insurance coverages for the Facility, property, operator and employees, officers and any other coverage deemed necessary.

8.7 Notice. Any written Notice required or permitted under the terms of this Agreement shall be given and be deemed to have been duly served if either: (a) delivered in person to the designated representative of the party for whom it is intended, (b) deposited registered mail, postage prepaid in the United States mail, addressed to the respective parties, as indicated below:

For the Authority.

Vernon R. Kelley, III
Three Rivers Solid Waste Management Authority
P. O. Box 690
Pontotoc, Mississippi 38863

For the Unit of Local Government.

Mayor, City of Tupelo, Mississippi
P.O. Box 1485
Tupelo, Mississippi 38802

8.8 Chance for Notice. The Parties specifically agree that the above designated representatives, and the addresses thereof, may be altered, upon the written submission of the Party seeking to alter such representative by a duly authorized individual within reasonable time to allow the implementation of such change before any Notice is actually served or attempted.

8.9 Waiver. Neither the failure nor any delay on the part of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver,

8.10 Governing Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by the laws and decisions of the courts of the State.

8.11 Severability. If any term or provision of this Agreement shall be declared unconstitutional or void by any court of competent jurisdiction, the constitutionality and validity of the remainder of said Agreement shall not be affected thereby, and to this extent the terms and provisions of said Agreement are declared to be severable.

8.12 Headings for Convenience. The headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

8.13 Rules and Regulations. The Unit of Local Government shall comply with such necessary reasonable rules and regulations as may from time to time be adopted by the Authority for the operation of the Facility, and the Unit of Local Government, to the extent practicable, shall assist the Authority in causing others to comply with such rules and regulations. Provided, however, such rules and regulations shall not conflict with the Provisions of this Agreement.

8.14 Amendment of Contract. (a) The Parties recognize that this Agreement is a uniform agreement between the Authority and each Unit of Local Government Member of the Authority setting forth the same rights, responsibilities and obligations of all such entities except the Host County.

(b) This Agreement may be amended or modified by mutual consent of the Parties provided that such amendment or modification does not have the effect of creating or alternating rights, obligations and responsibilities of the Parties compared to those of other Units of Local Government Members of the Authority, or

(c) This Agreement may be amended or modified by consent of all of the Unit of Local Government Members to affect the rights, responsibilities and obligations of the Parties except as prohibited below, provided that any such amendment or modification shall be uniform and applicable to each similar Agreement between the Authority and the member Unit of Local Government and acceptable to each Unit of Local Government.

(d) Provided however, this Contract shall not be amended, modified or otherwise changed by agreement of the Parties in any manner which will materially adversely affect the security afforded by the provisions of this Agreement for the payment of the principal, interest and premium, if any, on Bonds of the Authority as they respectively become payable so

long as the Bonds are Outstanding and unpaid and funds are not set aside for the payment or retirement thereof in accordance with the applicable Bond Resolution.

8.15 Opinion of Counsel of the Unit of Local Government. The Unit of Local Government shall, concurrently with the execution and delivery of this Agreement, cause an opinion or opinions in form and substance satisfactory to the Authority to be delivered by one or more attorneys or firms of attorneys satisfactory to the Authority which shall cover matters relating to the authorization, execution, validity and binding effect of this Agreement as it relates to the Unit of Local Government, and, if the Unit of Local Government shall have bonds or other evidences of indebtedness outstanding secured by revenues derived from the collection of Solid Waste, shall cover matters relating to the legality and permissibility under the terms and conditions of the ordinance, resolution, indenture or other contractual arrangement with such bondholders of the performance by the Authority of its obligations under this Agreement.


8.16 Impairment of Contracts. No provision of this Agreement shall be construed by any party hereto in such a manner as would result in the impairment in any way of any existing contract or contracts between the Authority and/or the Unit of Local Government and any other Person.

8.17 Entirety. Once effective, this Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter, hereof and constitutes the entire agreement between the parties hereto in respect thereof, subject, however, to the terms and conditions of the Act.

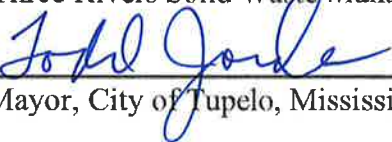
8.18 Conventions. In this Agreement the singular includes the plural and the plural includes the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; references to agreements and other contractual instruments shall be deemed to

include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms; references to Persons include their permitted successors and assigns; and the term "including" shall mean including without limitation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written. This Agreement is intended to take effect as a sealed instrument.

BY: 

Carl Cadden, Chairman
Three Rivers Solid Waste Management Authority

BY: 

Mayor, City of Tupelo, Mississippi

Schedule 1 – Definitions

SCHEDULE I - DEFINITIONS

"Acceptance Date" means the day the Facility began operation by accepting Municipal Solid Waste.

"Act" means the Mississippi Regional Solid Waste Management Act, Section 17-17-301 et seq., Mississippi Code of 1972 as Amended.

"Additional Requirement" means any requirement which may be imposed by any local, state or federal regulatory agency or state, local, or federal law or ordinance or determined by the Authority as necessary for the proper and good operating order of the Facility or the Authority including Closure and Post Closure Care, which may result in an increase in cost of the Project or the Operation and Maintenance Expenses.

"Adjustment Date" means October 1 of each year when any adjustment in the Tipping Fee will become effective for the next Billing Year as provided in this Agreement, provided, however, the Authority shall have notified the Unit of Local Government on or before August 15th of said adjustment.

"Agreement" means this Agreement between the Units of Local Government and the Authority, including the Schedules and any written amendments hereto.

"Alternative Delivery Point" means the Point of Delivery for Acceptable Solid Waste which has been designated by the Authority according to the terms of this Agreement as an alternative to the normal Delivery Point for the Three Rivers Regional Landfill.

"Alternative Disposal Site" means that site designated under the terms of this Agreement by the Authority as a disposal site when the Facility is not available.

"Article" means an article of this Agreement.

"Authority" means the Three Rivers Solid Waste Management Authority created under Miss. Code Ann. §§ 17-17-301 et seq. Miss. Code of 1972 as amended.

"Billing Period" means the 16th day in every month until the 15th day of the following month.

"Billing Year" means the fiscal year ending September 30, provided, however, the first Billing Year shall commence on the Acceptance Date and shall end on the following September 30 and the last Billing Year shall commence on October 1 and end on the last day of the initial or any extension term of this Agreement. Each Billing Year after the first Billing Year shall commence on the October 1 following the termination of the prior Billing Year.

"Board" means the board of commissioners of the Authority as established pursuant to the Act and the Incorporation Agreement.

"Bond Resolution" means a resolution of the Authority which authorizes and directs the issuance of Bonds pursuant to this Agreement.

"Bondholders" means the holder of any Bond issued by the Authority pursuant to this Agreement.

"Bonds" means the revenue bonds, bond anticipation notes, revenue anticipation notes or other types of debt instruments issued by the Authority and Outstanding under the terms of this Agreement for the purpose of paying Project Cost.

"Business Day" means each day of the week except Saturday, Sunday, or Legal Holidays.

"Capital Expansion Fund" means any fund created by the Authority in which shall be deposited a portion of the Tipping Fees or other Revenues to be used to pay the cost of future expansion of the Facility, its capacity or any Capital Project.

"Capital Expenditure" means any funds expended or spent for a Capital Project.

"Capital Project" means a construction or reconstruction project, beyond a normal and ordinary repair or reconstruction, which is undertaken for purposes of expanding, enlarging or improving the capacity or operation of the Facility or Facility Site or any improvement thereon.

"Change in Law" means (a) the adoption, promulgation or modification after the Contract Date of any federal, state, county statute, ordinance, code or regulation not adopted, and/or officially published in The Congressional Record, The Federal Register, or with regard to the State, released by the Mississippi Department of Environmental Quality or DEQ for public comment, on or before the Contract Date, or (b) the imposition after the Contract Date of any material conditions in connection with the issuance, renewal or modification of any official permit, license or approval, which in the case of either (a) or (b) establishes requirements affecting the design, construction, startup, operation, maintenance, Closure, Post Closure Care, Facility Price or construction schedule of the Facility more burdensome than the most stringent requirements (i) in effect or proposed and published or printed as of Contract Date, (ii) agreed to in any applications of Authority for official permits, licenses or approvals pending as of Contract Date or (iii) contained in any official permits, licenses, or approvals with respect to the Facility obtained as of Contract Date. A change in federal, State, County or any other tax law shall not be a Change in Law.

"Closure" means the installation of a final cover placed on the Site or any portion thereof and compliance with all standards and requirements of state and federal regulations for the closing of a Site or portion thereof from receiving Municipal Solid Waste.

"Contract Date" means the date of the signing of this Agreement.

"Corrective Action" means any activity undertaken as a remedy or corrective means as defined and used in Subpart E 258.50 et seq. Subtitle D Regulation (40CFR258).

"Current Volume" shall mean the average monthly volume of Acceptable Solid Waste disposed at the Facility during the previous twelve-month period.

"Debt Service" means the principal and interest on the Bonds and any necessary yearly fees or cost of the Trustee or Paying Agent.

"Delivery Point" means the point designated by the Authority at which Acceptable Solid Waste of the Unit of Local Government, a User, Generator or other Person, is delivered to the Authority for Disposal at the Facility.

"DEQ" means the Mississippi Department of Environmental Quality, including the BPC, as well as the assigns and/or successors of either.

"Disposal" means the discharge, deposit or dumping of Acceptable Solid Waste at an Authority owned Subtitle D permitted Regional Landfill or Transfer Stations.

"Effective Date" means the Contract date being the date upon which the Agreement is entered into by the parties.

"Facility" means the Three Rivers Regional Landfill.

"Fault" of any party to this Agreement means (a) unexcused failure or refusal of such party to perform any covenant or obligation under this Agreement, or (b) any action or failure to act by such party that results from the negligence or willful misconduct of such party.

"Generator" means any person, corporation or enterprise which produces, creates or otherwise has Acceptable Solid Waste and arranges for disposal.

"Governing Body" means 'the elected or duly appointed officials constituting the governing body of a municipality or county.

"Hazardous Substance" means any material defined as hazardous pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq., §17-17-103(f) Mississippi Code 1972 as amended and the rules, regulations and policies promulgated thereunder.

"Host County" means Pontotoc County – the Unit of Local Government member where Three Rivers Regional Landfill is located.

"Indenture" means the indenture or Trust Agreement pursuant to the Bond Resolution under which the Bonds are issued, as amended from time to time.

"Issuer" means the Authority, the issuer of the Bonds.

"Legal Holiday" means New Year's Day, Memorial Day, Independence Day; Labor Day, Thanksgiving Day, Christmas Eve (one-half day), Christmas Day and New Year's Eve (one-half day) and such other days as may otherwise be mutually agreed upon from time to time.

"Member" means a Unit of Local Government listed in Incorporation Agreement as of the Contract Date.

"Monthly Service Fee" means the total amount due as compensation to be paid in accordance with this Agreement hereof by each Unit of Local Government, Generator, Users, Person or transporter

or hauler of Acceptable Solid Waste to a Delivery Point for disposal at the Facility, for each Billing Period.

"Municipal Solid Waste" means any nonhazardous solid waste resulting from operation of residential, commercial, industrial, governmental, or institutional establishments except for Unacceptable Waste and Hazardous Materials. Provided however, Municipal Solid Waste may exclude oil field exploration and production waste, sewage sludge, Rubbish which may be disposed of in a Class I Rubbish Site or Class II Rubbish Site, and recycled materials.

"Municipal Solid Waste Management Facility" means any land, building, plant, system, motor vehicles, equipment or other property, whether real, personal or mixed, or any combination or either thereof, used or useful or capable of future use in the collection, storage, treatment, utilization, recycling, processing, extracting, or conversion of such resources into compost or useful form of energy, transporting or Disposal of Municipal Solid Waste, including Transfer Stations, incinerators, Solid Waste Landfill Facilities or other facilities necessary or desirable for such purpose.

"Operation and Maintenance Expense" means the Authority's expenses for operation, maintenance, repairs, ordinary replacement and ordinary reconstruction of the Three Rivers Regional Landfill and shall include, without limiting the generality of the foregoing, administrative expenses, salaries for employees, utilities, labor, material, supplies and equipment necessary for the operation and maintenance of the Facility, and, any amount set aside for Corrective Action, remediation, Closure and Post Closure Care or necessary to be expended for such purposes, insurance premiums, legal, engineering and other consulting expenses, payments to pension, retirement, group life insurance, health and hospitalization funds, or other employee benefit funds, and any other expenses required to be paid by the Authority and applicable in the circumstances, and the expenses, liabilities and compensation of the Fiduciaries required to be paid under any Bond Resolution, all to the extent properly attributable to the Authority and its Facility.

"Notice" shall have the meaning specified in Section 8.07.

"Outstanding" means Bonds which remain unpaid as to principal and interest at any point in time.

"Overdue Rate" means the rate of interest to be charged on unpaid and delinquent Monthly Service Fee which shall be a rate as established under Miss. Code Ann. 75-17-1.

"Parties" means the signatories to this Agreement.

"Party" means either signatory to this Agreement.

"Permits" means all permits, licenses and approvals required to allow for the construction and operation of the Facility by in accordance with the Plans submitted with the applications for such permits, licenses and approvals.

"Person" means a person as defined in Section 17-17-3, Mississippi Code of 1972.

"Plan" means the Three Rivers Local Nonhazardous Solid Waste Plan required by §17-17-201 et seq.

"Plans" means the plans and specifications prepared for the operation, maintenance, and expansion of the Facility including all improvements thereon.

"Post Closure Care" means the care, maintenance and other requirements imposed by state and federal regulations upon a Site or portion which has been closed according to law or regulations and no longer receives Municipal Solid Waste including the cost of leachate management for the entire post closure period.

"Pro Rata Share" means a fraction or percentage which represents the Unit of Local Government share of any obligation under this Agreement based upon its Voting Strength.

"Public Agency" means any incorporated city or town, county, political subdivision, governmental district or unit, public corporation, public institution of higher learning, community college district, planning and development district, or governmental agency created under the laws of the state.

"Recycling" means the separation of materials which would otherwise be disposed of as Municipal Solid Waste provided that such materials are sold or delivered to the open market to be used, reused, or processed into a marketable product. Recycling does not include the burning of waste as a fuel for the recovery of energy or the use of waste treatment technologies.

"Refunding Bonds" means any Bonds issued to refinance previously issued Bonds as provided in Section 2.02.

"Regulatory Change" means any (a) enactment of or change in any laws, rules, regulations, ordinances, regulatory requirements or guidelines (including changes in construction or interpretation thereof or changes in the manner or method of enforcement thereof by a state or federal regulatory agency or court of law) or (b) orders, judgments or directives of any court or governmental body or instrumentality thereof, or (c) issuance, change or modification of any permits regarding construction, use, operation, closure or post-closure care, which occurs or takes effect on or after the date of this Agreement and were unknown, unanticipated or not proposed or published as proposed on the date of this Agreement.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of a substance which causes damage to the environment or is hazardous or creates a threat to the environment.

"Revenue" means:

- (i) all income and revenues from all sources, collected or received by the Authority in the operation of the Facility, including without limitation except as herein expressly provided, all rentals, charges, fees, Tipping Fees, Service Fees, and User charges received by or on behalf of the Authority in its capacity as the operator of the Facility or any part thereof;
- (ii) all gifts, grants, reimbursements or payments received from governmental units or public agencies by the Authority or Facility which are: (a) not restricted in application to a special purpose, and (b) otherwise lawfully available for the payment of charges and expenses of the Authority and or Facility;

(iii) income received on any investment of moneys held.

"Revenue Requirement" means the revenue necessary to pay all Operation and Maintenance Expenses, and Debt Service on the Bonds and amounts necessary for the Capital Expansion Fund for the fiscal year.

"Rubbish" means nonputrescible solid waste (excluding ashes) consisting of both combustible and non-combustible waste as defined by DEQ Regulations.

"Schedule" means a schedule which is incorporated in and made a part of this Agreement, as such schedule may be modified from time to time in accordance with the terms of this Agreement.

"Section" means a section of this Agreement.

"Service Agreement" means this Agreement or similar Agreement with a User of the Facility of the Authority.

"Site" means the property on which the Three Rivers Regional Landfill or a Transfer Station of the Authority is located.

"Solid Waste" means solid waste as defined in Section 17-17-3, Mississippi Code of 1972, except it shall not include Rubbish, which may be required or permitted for Disposal in a Subtitle D landfill.

"Special Waste" means any nonhazardous waste as defined by DEQ which requires special or exceptional handling or contains an added element of expense to dispose of as determined by the Authority and requires approval from DEQ.

"State" means the State of Mississippi.

"Subtitle D Regulations" means the regulations printed in the October 9, 1991, Federal Register to be included in the Code of Federal Regulation, Title 40, Parts 257 and 258.

"Three Rivers Regional Landfill" means the regional Municipal Solid Waste Management Facility and any Transfer Station of the Authority that is operated, maintained, and expanded in accordance with the terms and provisions of this Agreement for the disposal of Municipal Solid Waste of the Three Rivers Region.

"Tipping Fee" shall be the per ton charge from time to time imposed by the Authority on the Unit of Local Government as with respect to the costs of the Authority associated with acquiring, designing, constructing and permitting, operating, maintaining, and implementing Closure and Post Closure Care of the Facility, which costs shall, to the extent that other revenues or funds of the Authority have not been actually applied to meet such requirements, consist of:

- (i) the amounts required to pay the costs of Operation and Maintenance Expense of the Facility.

- (ii) amounts required by any Bond Resolution to be paid into any fund or account established under such Bond Resolution as an operating and maintenance reserve; and
- (iii) amounts required by an Bond Resolution to be paid into any fund or account established under such Bond Resolution for any of the following purposes: construction, renewal and replacement.
- (iv) amounts required to pay the cost of the Authority's administration, billing and collection cost, debt requirements on any Bonds or debt, operation, general overhead, and planning and such professional services necessary for the administration of the Authority and the Facility.
- (v) all cost relating to claims or judgments, fines or penalties required to be paid by the Authority arising out of the acquisition, construction, operation and maintenance of the Facility or the Authority.
- (vi) such amount as shall be necessary by the Authority for any Project Cost, any fees or adjustments to a Host county, financial assurance, Closure costs, Post Closure Care, Corrective Action, remediation, planning development costs, engineering fees, cost of obtaining Permits, approvals, licenses, Project Cost, expansions, labor, material, equipment, supplies, training and testing, insurance premiums, legal and financing fees and costs, and any cost deemed necessary to prevent the interruption of services and damage to the Facility.
- (vii) any taxes or regulation fees or charges imposed by any state, local or federal agencies on the Authority, the Facility or its permit.
- (viii) "Ton" means a "short ton" of 2,000 pounds.

"Transfer Station" means the Delivery Point for the Acceptable Solid Waste of the Unit of Local Government for transfer and transportation for Disposal by the Authority.

"Unacceptable Waste" means Hazardous Waste or any other portion of Solid Waste, the disposal of which, in the reasonable judgment of the Authority:

- (a) may present a substantial endangerment to health or safety of the public or Facility employees,
- (b) would cause applicable air quality or water effluent standards or other applicable standards or any air quality or water effluent or other permit issued to the Facility to be violated by the normal operation of the Facility.
- (c) would cause Residue to be Hazardous Waste,
- (d) has a reasonable possibility of adversely affecting the operation of the Facility, or

- (e) any waste which is not acceptable for disposal at the Three Rivers Regional Landfill under the Permit, or laws and regulations of the state and federal government.

"Unforeseen Circumstance" means any act, event or condition (other than labor strikes) that has had a material adverse effect on the rights or the obligations of the parties under this Agreement, or a material adverse effect on the Facility, or the ownership, possession or operation of the Facility, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement. Such acts or events may include, but shall not be limited to, the following:

- (a) an act of God (but not including reasonably anticipated weather conditions for the geographic area of the Facility); lightning, earthquake, fire, explosion, flood, widespread pandemic, sabotage or similar occurrence; acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;
- (b) the order and/or judgment of any federal, state or local court, administrative agency or governmental body, excepting decisions of federal courts interpreting the federal tax laws and decisions of state courts interpreting state tax laws, if it is not also the result of the willful or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order and/or judgment nor the failure to so contest shall constitute or be construed as a willful or negligent action or inaction of such party;
- (c) a change in law;
- (d) the condemnation, taking, seizure, involuntary conversion or requisition of title to or use of the Facility, the Facility Site, or any material portion or part thereof by the action of any federal, State or local government or governmental agency or authority.

"Unit of Local Government" means the county or municipality of this state who is a party to this Agreement.

"User" means any person, individual, corporation, association, enterprise, or public agency who delivers or causes to be delivered Acceptable Solid Waste for disposal at the Facility, and including any public agency or unit of local government outside the region who may contract for disposal with the Authority.

"Voting Strength" means the voting percentage of a Member as set forth in the Incorporation Agreement.

Schedule 2 – Incorporation Agreement

Sept 1992

**INCORPORATION AGREEMENT
OF
THREE RIVERS SOLID WASTE MANAGEMENT AUTHORITY**

The undersigned persons pursuant to § 17-17-301 et seq. Miss. Code of 1972 as amended (Chapter 581 Laws of 1991, Senate Bill 2984) (the "Act") hereby executes this Incorporation Agreement and sets forth:

1. The name of the Authority incorporated as authorized by the Act is the Three Rivers Solid Waste Management Authority ("the Authority"). The Authority is created and established as a public body corporate and politic constituting a political subdivision of the state and shall be deemed to be acting in all respects for the benefit of the people of the state in the performance of essential public functions and the Authority shall be empowered in accordance with the Act to promote the health, welfare and prosperity of the general public.

2. The following units of local government will participate as incorporating members of the Authority and have by resolution declared their intent to form and incorporate this Authority and have by their resolution designated a representative pursuant to the Act to serve as an Incorporator duly authorized and empowered to enter into this Agreement.

- A. Union County
- B. City of New Albany

Upon incorporation as a political subdivision under the provisions of the Act, all of the following counties and cities

within the Three Rivers Planning - and Development District in addition to the Incorporators shall compose the membership eligible to participate in the Authority for the purposes set forth in the Act:

- A. Calhoun County
- B. Itawamba County
- C. City of Fulton
- D. Lafayette County
- E. City of Oxford
- F. Lee County
- G. City of Tupelo
- H. Monroe County
- I. City of Aberdeen
- J. City of Amory
- K. Pontotoc County
- L. City of Pontotoc

While membership in the Authority shall be determined by the expressed intent of the governing body of each eligible member and the appointment of its commissioner under the terms of the Act and the Incorporation Agreement, full participation shall be ratified and confirmed whenever an eligible unit of local government enters into a contract with the Authority.

In the event that any unit of local government member of the Authority does not enter into a contract with the Authority for the delivery of its waste to the Authority, the unit shall cease to be a member of the Authority and its voting rights and all rights and

privileges of participation shall be forfeited. The Authority shall not have the right to implement mandatory flow control on any unit of government until such time as the unit shall execute a contract. Each contract shall contain a requirement that the governmental unit will require mandatory flow to the Authority of waste within its jurisdiction.

3. The period of duration is perpetual.

4. The principal office of the Authority is the Three Rivers Planning and Development District Office, P. O. Drawer B, Pontotoc, Mississippi 38863.

5. The Authority is organized pursuant to § 17-17-301 et seq. Miss. Code Ann. of 1972 as amended to function as a public body corporate and politic constituting a political subdivision of the State to function for purposes of solid waste management for the participating units of local government and shall have authority to do all things authorized by the act except as limited by this agreement.

6. The Authority shall be governed by a Board of Commissioners. The Board shall be composed of one Commissioner appointed by each member unit of local government. On all matters to be decided by the Board of Commissioners the outcome of each vote shall be determined by calculation of the respective voting strengths of the Commissioners. Pursuant to the Act, the member of the Board of Supervisors of the District in which the landfill site is situated shall also be a member of the Board of Commissioners. The Supervisor shall be entitled to one-half of the voting strength

of the County in which the landfill site is located. The voting percentages are shown in Exhibit "A" attached hereto and incorporated herein. The Incorporators of the Authority, by a drawing of lots among the incorporators, have established, as required by law, staggered terms of office for the Commissioners from each eligible member of the Authority with at least one-fourth for a term of one year, one-fourth for a term of two years, one-fourth for a term of three years, and the remainder for a term of four years, as set forth as follows:

COMMISSIONER REPRESENTING	TERM
Calhoun County	3
Itawamba County	.1
City of Fulton	4
Lafayette County	1
City of Oxford	3
Lee County	4
City of Tupelo	2
Monroe County	2
City of Aberdeen	3
City of Amory	2
Pontotoc County	3
City of Pontotoc	1
Union County	2
City of New Albany	1

Upon membership in the Authority and appointment of its Commissioner, the Commission shall assume the term of office set

forth above by the Incorporators and ending on October 2 of the year of the term. Commissioners are eligible for reappointment. All terms after the first term shall be for four (4) years each.

7. The Authority shall not accept delivery of waste at any solid waste landfill or other municipal solid waste management facility without payment of the tipping fee established by the Authority. The tipping fee shall be the same for all members of the Authority and no non-member transporter of waste shall pay a tipping fee less than that paid by the members. The Authority shall be solely responsible only for the transportation cost of all waste from designated transfer stations to the landfill.

8. The Authority shall not pay for, assist, or otherwise become responsible for the closure of any landfill presently existing. Its sole responsibility for closure being for the landfill or landfills to be owned and operated by the Authority. Each member shall be responsible for the closure and all liabilities of all existing landfills owned or operated by them in the respective jurisdictions of the units of local government.

9. In the event of dissolution, all the real property and all other property owned by the Authority upon dissolution shall be sold and after fulfillment of all obligations of the Authority, all remaining funds shall be divided between the members pro rata in accordance with Exhibit "A". However, the Authority may upon dissolution if any real property remains unsold transfer such property to the County in which it is located.

10. The Authority shall be solely responsible as owner of the facility or facilities. In no event shall the members of the Authority be considered to be owners or operators of the facilities. The units of local government members of the Authority shall not be subject to any liability resulting from the design, construction, ownership, maintenance, operation or management of a project or facility of the Authority. The units of local government members of the Authority shall share the ultimate financial responsibility of the Authority on a pro rated basis, being the same basis as the voting percentages of said members as set out on Exhibit "A". Said responsibility shall include but not be limited to cost of dissolution, clean-up in the event of post-dissolution requirements, and such contractual obligations that may be incurred by the Authority.

11. Under no circumstances shall the Authority have the right to cause any tax to be levied against any member without the expressed consent of the member.

12. The Board of Commissioners shall meet not less than once per month and as many additional times as may be necessary to reasonably conduct the business of the Authority. Any executive committee appointed by the Board of Commissioners shall not have binding authority without the expressed authority being extended to the Executive Committee by the vote of the Board of Commissioners.

13. This Incorporation Agreement may be amended or modified from time to time in accordance with the procedure set forth in the

Act. However, no amendment or modification shall be made which would alter the purpose for which this Authority is operated unless authorized by the Act, or to alter, modify or change any bond covenants unless pursuant to the bond resolution or trust indenture, which would have the effect of altering, diminishing or limiting any outstanding obligation of the Authority; or without mutual agreement to alter, limit or diminish any rights, responsibilities or obligations of any existing contracts for services with a participating member.

Norman T. Treadway
INCORPORATOR REPRESENTING UNION
COUNTY

Walter J. Johnson
INCORPORATOR REPRESENTING CITY
OF NEW ALBANY

STATE OF MISSISSIPPI

COUNTY OF UNION

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid Norman Treadway, designated representative of Union County, who acknowledged that he, for and on behalf of said Union County, as the act and deed of said Union County, and after having been duly authorized so to do, signed and delivered the above and foregoing instrument on the day and year therein written.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 10th day of September, 1992.

Raymond Hubbs
NOTARY PUBLIC

MY COMMISSION EXPIRES:

April 28, 1993

REVISED VOTING STRENGTH
 THREE RIVERS REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

=====

COUNTIES

CALHOUN	6.02%
ITAWAMBA	6.71%
LAFAYETTE	8.81%
LEE	14.02%
MONROE	8.92%
PONTOTOC	16.90%
UNION	6.04%

CITIES

FULTON	1.36%
OXFORD	4.01%
TUPELO	16.90%
ABERDEEN	2.91%
AMORY	2.83%
PONTOTOC	1.85%
NEW ALBANY	2.72%

100

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STATE OF MISSISSIPPI

COUNTY OF UNION

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid Walter F. Johnson, designated representative of City of New Albany, who acknowledged that he, for and on behalf of said City of New Albany, as the act and deed of said City of New Albany, and after having been duly authorized so to do, signed and delivered the above and foregoing instrument on the day and year therein written.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 10th day of September, 1992.

Kayron Grubbs
NOTARY PUBLIC

MY COMMISSION EXPIRES:

April 28, 1993

Schedule 3 – Host County Agreement

82967746.v1

Schedule 6

HOST COUNTY AGREEMENT

THIS HOST COUNTY AGREEMENT (the "Agreement"), is made and entered into this 10th day of November, 1992, between Three Rivers Solid Waste Management Authority, a political subdivision organized and existing under the laws of the State of Mississippi (the "Authority") (§17-17-301 et. seq. Miss. Code of 1972 as amended) (the "Act"), and Pontotoc County (the "County").

BACKGROUND

Whereas, the Authority will design, construct, start up, own, operate and maintain or cause to be designed, constructed, operated and maintained, a Facility to be located in a site in Pontotoc County for the purpose of disposing Acceptable Solid Waste all in accordance with the terms and conditions hereof.

Whereas, the Host County is willing to enter into this Agreement with the Authority and to serve as the Host for the site of the Three Rivers Solid Waste Disposal Facility in reliance on the Authority, to provide such disposal services and to produce a completed and operational Facility in accordance with this Agreement and the Solid Waste Disposal Service Agreement.

Whereas, the Host County enters into this Agreement and does hereby declare, confirm and ratify its intent to serve as the host for the Three Rivers Solid Waste Disposal Facility and to assist the Authority in the permitting and siting of the Facility, subject to all rights and obligations as set forth in the Act,

the Incorporation Agreement, the Solid Waste Disposal Service Agreement, and this Agreement.

1. Site. The Site of the Three Rivers Solid Waste Disposal Facility selected and designated by the Authority shall be on property in Pontotoc County as described in Exhibit "A" to this Agreement. Pontotoc County has been designated by the Authority as the Host County for the Facility.

2. Host County Agreement. In addition to the other terms and conditions as contained in the Solid Waste Disposal Service Agreement the Authority and Pontotoc County, as the Host County, have agreed to the following terms and conditions:

a. The Host County will be paid 60% of whatever host fee the Authority establishes on the acceptance and disposal of Acceptable Solid Waste received from outside the Three Rivers Region with a maximum to be paid the Host County of \$2.00 per ton. Provided however, that such payment shall only be made to the Host County on that portion of out of region waste which when added to the current volume of Acceptable Solid Waste at the Facility would exceed 153,000 tons per year.

b. The Authority shall not accept any out of region waste at the Facility if such Acceptable Solid Waste shall cause the Authority's total yearly volume of waste actually buried at the landfill to exceed 153,000 tons per year, unless approved by the Host County.

c. The Authority shall construct a new access road to the Facility.

d. The Authority will pay the County a one time payment of \$250,000.00 for agreeing to serve as the Host County for the Facility. Such payment to be made no later than the Construction Date.

e. Any resident of Pontotoc County shall be allowed to deliver household garbage which is Acceptable Solid Waste to the Facility at a delivery point within the Facility designated by the Authority during normal operating hours at no charge or fee to the resident or the County.

f. The Authority shall make the Facility available for inspection, during normal operating hours, by the Pontotoc County Board of Supervisors, or any official or committee designated by the Board of Supervisors. The Board of Supervisors shall provide the Authority with reasonable notice of such inspection so as not to interfere or disrupt normal operations. The results of any such inspection shall be provided to the Authority.

g. The Authority shall provide twenty-four-hour-a-day, seven-days-a-week security to the landfill site. The site shall be fenced, access controlled and monitored with such measures as the Authority deem proper and necessary to secure the site.

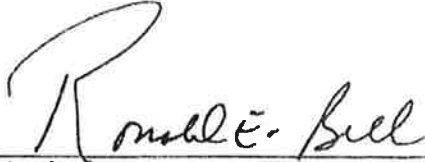
h. Once the landfill is closed by the Authority and ceases to be used for the disposal of Acceptable Solid Waste, Pontotoc County shall be granted exclusive use of that portion of the site used for landfilling. Provided however, that the ownership of such property shall remain in the Authority and that any use by the County shall not be detrimental or interfere in

any way with post closure care or corrective action nor alter or change the use of that portion of the site which may be used for resource recovery or other industrial purposes. The Authority shall retain an easement over the property and the right of access to the property for post closure care and monitoring activities.

i. If the Authority at any time during the term of this agreement determine to sell the Facility, Pontotoc County shall have the right of first refusal by assuming any outstanding indebtedness at the time of sale. Provided however, such sale to Pontotoc County would be subject to the assumption of all other contractual obligations of the Authority and such easements as may be necessary for post closure care and monitoring. The Authority shall remain responsible only for that portion of the landfill used and closed prior to such sale and transfer of title.

j. The county, as Host County, shall be required to only pay one-half (1/2) of the tipping fee set by the Authority for all other members of the Authority; further, that the Authority shall reimburse the Host County any and all amount or sums of ad valorem taxes for which the Host County grants unto landowners a fifty (50%) percent reduction, said landowners to live within one (1) mile of the site. The the Authority shall reimburse to the Host County said sum or sums on not less than a yearly basis and within thirty (30) days after a written request therefor by the Host County.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written. This Agreement is intended to take effect as a sealed instrument.



Chairman
Three Rivers Solid Waste
Management Authority



President
Board of Supervisors
Pontotoc County



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE November 30, 2023

SUBJECT: IN THE MATTER OF THE APPROVAL OF AN APPLICATION MADE BY THE NEIGHBORHOOD DEVELOPMENT CORPORATION FOR CONDITIONAL AMNESTY OF LIENS ASSESSED AGAINST REAL PROPERTY LOCATED OWNED BY IT AT 1100 CHAPMAN DRIVE **SR**

Request:

This conditional lien amnesty application is made by the Neighborhood Development Corporation pursuant to Miss. Code Ann. § 21-19-12. The terms of such amnesty are contained in the Order attached hereto.

ORDER**AN ORDER AUTHORIZING CONDITIONAL AMNESTY OF LIENS ASSESSED AGAINST REAL PROPERTY OWNED BY THE NEIGHBORHOOD DEVELOPMENT CORPORATION AND LOCATED AT 1100 CHAPMAN DRIVE IN ACCORDANCE WITH MISS CODE ANN. § 21-19-12 (1972, AS AMENDED)**

WHEREAS, in accordance with Miss. Code Ann. § 21-19-11 (1972, as amended), municipalities may, in the discretion of its governing authorities, clean private property by the use of municipal employees, or by contract, by cutting grass and weeds, filling cisterns, securing abandoned or dilapidated buildings, removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, and other debris; and draining cesspools and standing water therefrom when it is determined by the governing authorities that such property is in such a state of uncleanness as to be a menace to the public health, safety and welfare; and

WHEREAS, upon the cleaning of the real property, the governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more, and such cost and penalties may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property; and

WHEREAS, in accordance with Miss. Code Ann. § 21-19-12 (1972, as amended), the governing authority of the municipality may forgive assessments imposed on real property for the costs, fines, penalties and other assessments associated with the municipality's cleaning of real property pursuant to § 21-19-11 upon application made by the owner of the real property when certain conditions persist; and

WHEREAS, the Neighborhood Development Corporation, a Mississippi non-profit corporation ("Developer"), purchased blighted vacant property located at 1100 Chapman Drive ("Subject Property") for a sum not exceeding seventy percent (70%) of the appraised value, and such real property is encumbered by nine (9) liens assessed against it in accordance with Miss. Code Ann. § 21-19-11 and totaling Eight Thousand Nine-hundred and Twenty-two Dollars and Seventy-three Cents (\$8,922.73), all costs having been in existence for more than two (2) years; and

WHEREAS, the Developer has made application to the City of Tupelo for amnesty of the liens assessed against the Subject Property, and said application is attached hereto as Exhibit "A" and contains the contract of sale, appraisal reports from two (2) reputable real estate appraisers, and plans for the real estate's development and anticipated use.

NOW, THEREFORE, the governing authorities of the City of Tupelo, Mississippi hereby Order the following:

1. The above clauses are found to be in accordance with the warranted and necessary expression of municipal authority concerning the revitalization of blighted

property, and are hereby adopted as the findings of the City Council of the City of Tupelo, Mississippi.

2. The application for lien amnesty in accordance with Miss. Code Ann. § 21-19-12 (1972, as amended), and attached hereto as Exhibit "A," is found to be complete and in proper form.
3. The Neighborhood Development Corporation is hereby granted conditional lien amnesty and allowed eighteen (18) months to develop the Subject Property. For good cause shown, the Mayor of the City of Tupelo may allow an additional six (6) to twelve (12) months to develop the blighted property.
4. If the Subject Property remains undeveloped after eighteen (18) months and the municipality has not extended the period for development of the real estate, the Developer must pay the principal amount of the municipality's lien plus interest at the rate of eight percent (8%) per annum.
5. If the Developer of the Subject Property desires to sell or dispose of the real property prior to its development, the Developer must first obtain the municipality's approval; the failure to obtain such approval prior to the sell or disposal of the Real Property shall cause the Developer to be liable to the city for the principal amount of all liens plus interest at the rate of eight percent (8%), and a penalty of One Thousand Five Hundred Dollars (\$1,500.00).

The foregoing Order was proposed in a motion by Councilmember

Davis, seconded by Councilmember Jones, and

was brought to a vote as follows:

Councilmember Mims voted	<u>Aye</u>
Councilmember Bryan voted	<u>Aye</u>
Councilmember Beard voted	<u>Aye</u>
Councilmember Davis voted	<u>Aye</u>
Councilmember Palmer voted	<u>Aye</u>
Councilmember Gaston voted	<u>Aye</u>
Councilmember Jones voted	<u>Aye</u>

Whereupon, the Order having received a majority of affirmative votes, the President of the Council declared that the Order had passed and adopted on this the 5th day of December, 2023.

CITY OF TUPELO, MISSISSIPPI

Travis Beard
TRAVIS BEARD, City Council President

ATTEST:

Missy Shelton
MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

12-6-2023
DATE

APPLICATION FOR LIEN AMNESTY PURSUANT TO
MISS. CODE ANN. § 21-19-12

IDENTITY OF NON-PROFIT: Neighborhood Development Corporation, a Mississippi Non-Profit Corporation, P.O. Box 782, Tupelo, Mississippi 38802

PROPERTY ADDRESS: 1100 Chapman Drive, Tupelo, Mississippi 38804

**EVIDENCE OF BLIGHTED
CONDITION:
(§ 21-19-12(1)(b))** See attached City of Tupelo Judgments / Resolutions as follows:

Judgment Number 64227 / Case Number 18513 enrolled on February 2, 2017, in the amount of \$800.00

Judgment Number 65983 / Case Number 21767 enrolled on March 21, 2018, in the amount of \$800.00

Judgment Number 66018 / Case Number 22887 enrolled on March 23, 2018, in the amount of \$800.00

Judgment Number 66344 / Case Number 24885 enrolled on July 18, 2018, in the amount of \$800.00

Judgment Number 67500 / Case Number 26762 enrolled on December 3, 2018, in the amount of \$800.00

Judgment Number 68157 / Case Number 28995 enrolled on September 17, 2019, in the amount of \$800.00

Judgment Number 69064 / Case Number 29699 enrolled on December 13, 2019, in the amount of \$800.00

Judgment Number 71910 / Case Number 32140 enrolled on April 21, 2021, in the amount of \$800.00

Case Number 12530 enrolled on October 5, 2023, in the amount of \$2,522.73

**LIENS IN EXISTENCE AND
UNCOLLECTIBLE IN
EXCESS OF TWO (2) YEARS:
(§ 21-19-12(1)(c))** See above and attached.

SECTION 501(c)(3) NON-PROFIT CORPORATION STATUS:
(§ 21-19-12(1)(c))

See attached IRS Publication 78 Data and Mississippi Secretary of State Non-Profit Corporation Documentation

PURCHASED FOR LESS THAN 70% OF APPRAISED VALUE:
(§ 21-19-12(1)(d))

The subject property was purchased by the Undersigned as a straw buyer on behalf of Neighborhood Development Corporation for \$950.00 and the Undersigned was reimbursed for that purchase price at final billing.

See the following attached documents:

Contract for Purchase of Tax Deed

Quitclaim Deed from Dee Nero LLC to Bronson Tabler

Quitclaim Deed from Bronson Tabler to Neighborhood Development Corporation

Statement of Services from B. Bronson Tabler, P.A., to Neighborhood Development Corporation referencing Tax Deed Purchase Price of \$950.00

2022 Tax Assessed Value of vacant lot at \$12,800.00

Williams Appraisal Service Appraisal dated November 21, 2023, with Appraised Value of \$16,800.00

LIEN AMNESTY APPLICATION DOCUMENTS
(§ 21-19-12(2))

- (a) The Contract of Sale - Attached**
- (b) Appraisal Reports from two (2) reputable real estate appraisers - Please see attached referencing Tax Deed Purchase Price of \$950.00, Lee County Tax Assessed Value of \$12,800.00 and Williams Appraisal Service Appraisal dated November 21, 2023, with Appraised Value of \$16,800.00. Based upon these documents, Applicant would submit that additional Appraisal Reports are not necessary to establish Applicant's obtaining of the subject property for no more than 70% of the real estate's appraised value per (§ 21-19-12(1)(d)).**

- (c) **Plans for the real estate's development and anticipated use - Neighborhood Development Corporation plans to construct a new, single family residential dwelling of 1100-1500 square feet for the purpose of making affordable housing available to qualified citizens of The City of Tupelo, Mississippi.**

Based upon the above and attached supporting documents, Neighborhood Development Corporation hereby submits its request and application for Lien Amnesty for Non-Profits Interested in Developing Blighted Real Estate pursuant to *Miss. Code Ann. § 21-19-12*.

Should the Council require additional information and/or documentation for the consideration and/or approval of this Application, Neighborhood Development Corporation stands ready to provide same upon request.

RESPECTFULLY SUBMITTED, this the 27th day of November 2023.

**NEIGHBORHOOD DEVELOPMENT CORPORATION
A MISSISSIPPI NON-PROFIT CORPORATION**



**B. BRONSON TABLER, MSB# 99687
ATTORNEY FOR APPLICANT**

**B. BRONSON TABLER, P.A.
ATTORNEY AT LAW
322 WEST JEFFERSON STREET
P. O. BOX 7116
TUPELO, MISSISSIPPI 38802
TELEPHONE: (662) 840-8400
FACSIMILE: (662) 840-8414
EMAIL: bronson@tablerlaw.com**

§ 21-19-12. Lien amnesty for nonprofits and others interested in developing blighted real estate

(1) The governing authority of any municipality may forgive liens imposed on real property for the costs, fines, penalties and other assessments associated with the municipality's cleaning of real property pursuant to Section 21-19-11, Mississippi Code of 1972, subject to the following:

(a) The real property must be in a blighted condition if it has been vacant and in a deteriorated condition which necessitated the municipality's imposition of a lien in order to correct specific code violations.

(b) The liens imposed by the municipality must have been in existence and declared uncollectible for a period of at least two (2) years.

(c) The real property must be purchased by a nonprofit entity or for-profit developer and converted from its blighted condition. For purposes of this section, "nonprofit" entity means an association, organization, or corporation which is a nonprofit organization in accordance with Section 501(c) (3) of the Internal Revenue Code and provides proof of its tax exempt status. "For-profit developer" means an individual partnership or corporation other than the real property's owner who purchases property considered to be in blighted condition and converts it to productive use.

(d) The nonprofit entity or for-profit developer must have obtained the blighted estate for a sum not exceeding seventy percent (70%) of the real estate's appraised value.

(2) The for-profit developer or nonprofit entity must file an application with the municipality seeking lien amnesty. The application must include the following:

(a) The contract of sale;

(b) Appraisal reports from two (2) reputable real estate appraisers; and

(c) Plans for the real estate's development and anticipated use.

(3) The for-profit developer or nonprofit entity may be granted conditional lien amnesty and allowed eighteen (18) months to develop the blighted real property. For good cause shown, the municipality may allow the for profit developer or nonprofit entity an additional six (6) to twelve (12) months to develop the blighted property.

(4) If the blighted property remains undeveloped after eighteen (18) months and the municipality has not extended the period for development of the

Miss. Code § 21-19-12 ⁵⁰³ Lien amnesty for nonprofits and
others interested in developing blighted real estate (Mississippi
Code (2022 Edition))

real estate, the nonprofit entity or for-profit developer must pay the principal amount of the municipality's lien plus interest at the rate of eight percent (8%) per annum.

(5) If the nonprofit entity or for-profit developer desires to sell or dispose of the real property prior to its development, the nonprofit entity or for-profit developer must first obtain the municipality's approval. If the municipality approves the sale or disposal of the real estate prior to development, the nonprofit entity or for-profit developer shall pay the principal amount of the lien on or before the closing date of the sale unless a subsequent purchaser of the blighted real property has applied for and been granted conditional lien amnesty.

(6) If a for-profit developer or nonprofit entity sells or disposes of the real property prior to development from its blighted condition without the municipality's approval, then the for-profit developer or nonprofit entity shall be liable to the city for the principal amount of the lien plus interest at the rate of eight percent (8%), and a penalty of One Thousand Five Hundred Dollars (\$1,500.00) will also be assessed against the developer.

(7) Conditional lien amnesty may not be sold, conveyed, transferred or assigned.

(8) No lien imposed upon real property pursuant to the provisions of Section 21-19-11 shall be finally released until real property in a blighted condition has been developed according to plan.

Source:

Laws, 2002, ch. 375, §1; Laws, 2004, ch. 327, §1, eff. 7/1/2004.

**EVIDENCE OF BLIGHTED CONDITION
MISS. CODE ANN.
§ 21-19-12(1)(b)**

**LIENS IN EXISTENCE AND UNCOLLECTABLE
IN EXCESS OF TWO (2) YEARS
MISS. CODE ANN.
§ 21-19-12(1)(b)**

There were 9 matching people.

DAVIDSON, STEPHANIE(pty) is a party in 1 case.

41CI1:17-jr-00120 CITY OF TUPELO VS STEPHANIE DAVIDSON Filed: 02/02/17 Last Entry: 02/02/17

DAVIDSON, STEPHANIE(pty) is a party in 1 case.

41CI1:18-jr-00191 CITY OF TUPELO, MISSISSIPPI VS STEPHANIE DAVIDSON Filed: 03/21/18 Last Entry: 03/21/18

DAVIDSON, STEPHANIE(pty) is a party in 1 case.

41CI1:18-jr-00226 CITY OF TUPELO, MISSISSIPPI VS STEPHANIE DAVIDSON Filed: 03/23/18 Last Entry: 03/23/18

DAVIDSON, STEPHANIE(pty) is a party in 1 case.

41CI1:18-jr-00553 CITY OF TUPELO, MISSISSIPPI VS STEPHANIE DAVIDSON Filed: 07/18/18 Last Entry: 07/18/18

DAVIDSON, STEPHANIE(pty) is a party in 1 case.

41CI1:18-jr-01709 TUPELO VS. DAVIDSON Filed: 12/03/18 Last Entry: 12/03/18

DAVIDSON, STEPHANIE(pty) is a party in 1 case.

41CI1:19-jr-00569 CITY OF TUPELO, MISSISSIPPI VS STEPHANIE DAVIDSON Filed: 09/17/19 Last Entry: 09/17/19

DAVIDSON, STEPHANIE(pty) is a party in 1 case.

41CI1:19-jr-01476 CITY OF TUPELO, MISSISSIPPI VS STEPHANIE DAVIDSON Filed: 12/13/19 Last Entry: 12/13/19

DAVIDSON, STEPHANIE(pty) is a party in 1 case.

41CI1:21-jr-00682 CITY OF TUPELO, MISSISSIPPI VS STEPHANIE DAVIDSON Filed: 04/21/21 Last Entry: 04/21/21

DAVIDSON, STEPHANIE(pty) is a party in 1 case.

41CI1:23-jr-03945 CITY OF TUPELO, MISSISSIPPI v. DAVIDSON Filed: 10/05/23 Last Entry: 10/05/23

Abstract from the Judgement Roll
Office of the Clerk
LEE County, Mississippi

Judgement Number: 64227
Case / Lien Number: 18513

Rendition Date: 01-17-2017
Judgement Amount: \$800.00

Attorney Fee:
Interest:

Other:

County and Court Rendered: LEE COUNTY CITY OF TUPELO
Enrollment Date: 02-02-2017 10:56 AM

Defendant Name: STEPHANIE DAVIDSON
Defendant Address:
Defendant SSN:

Plaintiff Name: CITY OF TUPELO
Plaintiff Address: PO BOX 1485, TUPELO, MS, 38801

State of Mississippi
County of LEE

I, Camille Roberts Dulaney, Clerk of the LEE Circuit in and for the said County and State, do hereby certify that the above is a true and correct abstract of the judgement in the above mentioned action as it appears on record in my office.

Given under my hand and seal of office, this the 24th day of February, 2022

Camille Roberts Dulaney, Clerk

By: _____ D.C.

**BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI**

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 18513

DAVIDSON, STEPHANIE

OWNER

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to Davidson, Stephanie, (owner 01/09/2017 of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: **DAVIDSON, STEPHANIE**
 Address of Owner: **4360 SOUTHERN AVE SE, WASHINGTON, DC 20019**
 Parcel Number: **077M-36-057-01**
 Address of Violation: **1100 CHAPMAN DRIVE- VACANT LOT**

2. The hearing was held before the Mayor and City Council of the City of Tupelo on July 19, 2016 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Davidson, Stephanie. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of moving and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1,500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on January 17, 2017, adjudicated the actual cost of moving to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

Camille M. Roberts

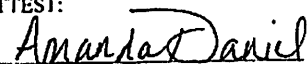
5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

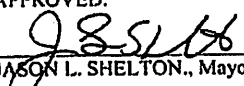
WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 17 day of January, 2017.

THE CITY OF TUPELO, MISSISSIPPI

BY: 
 LYNN BRYAN, COUNCIL PRESIDENT

ATTEST:


AMANDA DANIEL, Clerk of the Council

APPROVED:

 JASON L. SHELTON, Mayor
1-23-17
 Date

Abstract from the Judgement Roll
Office of the Clerk
LEE County, Mississippi

Judgement Number: 65983
Case / Lien Number: 21767

Rendition Date: 03-06-2018
Judgement Amount: \$800.00
Attorney Fee:
Interest:
Other:
County and Court Rendered: LEE CITY OF TUPELO, MISSISSIPPI
Enrollment Date: 03-21-2018 16:33 PM

Defendant Name: STEPHANIE DAVIDSON
Defendant Address:
Defendant SSN: null

Plaintiff Name: CITY OF TUPELO, MISSISSIPPI
Plaintiff Address:

State of Mississippi
County of LEE

I, Camille Roberts Dulaney, Clerk of the LEE Circuit in and for the said County and State, do hereby certify that the above is a true and correct abstract of the judgement in the above mentioned action as it appears on record in my office.

Given under my hand and seal of office, this the 24th day of February, 2022

Camille Roberts Dulaney, Clerk

By: _____ D.C.

CRMS
65983

FILED
TIME _____ AM/PM

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

MAR 21 2018

CAMILLE ROBERTS DULANEY
LEE COUNTY CLERK

CITY OF TUPELO, MISSISSIPPI

LIENOR _____

VS.

CASE NO. 21767

DAVIDSON STEPHANIE
OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to DAVIDSON STEPHANIE (Owner on 5/22/2017 of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: DAVIDSON STEPHANIE
Address of Owner: 4360 SOUTHERN AVE SE, WASHINGTON, DC 20019,
Parcel Number: 077M3605701
Address of Violation: 1100 CHAPMAN DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 6/20/2017 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost of \$1300.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 3/6/2018, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.
Camille Roberts Dulaney
Clerk

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 6th day of March, 2018.

THE CITY OF TUPELO, MISSISSIPPI

BY: Markel Whittington
MARKEL WHITTINGTON, Council President

ATTEST:
Amanda Daniel
AMANDA DANIEL, Clerk of the Council

APPROVED:
Jason L. Shelton
JASON L. SHELTON, Mayor
March 8, 2018
Date

Abstract from the Judgement Roll
Office of the Clerk
LEE County, Mississippi

Judgement Number: 66018
Case / Lien Number: 22887

Rendition Date: 03-06-2018
Judgement Amount: \$800.00

Attorney Fee:

Interest:

Other:

County and Court Rendered: LEE CITY OF TUPELO, MISSISSIPPI

Enrollment Date: 03-23-2018 16:06 PM

Defendant Name: STEPHANIE DAVIDSON

Defendant Address:

Defendant SSN: null

Plaintiff Name: CITY OF TUPELO, MISSISSIPPI

Plaintiff Address:

State of Mississippi

County of LEE

I, Camille Roberts Dulaney, Clerk of the LEE Circuit in and for the said County and State, do hereby certify that the above is a true and correct abstract of the judgement in the above mentioned action as it appears on record in my office.

Given under my hand and seal of office, this the 24th day of February, 2022

Camille Roberts Dulaney, Clerk

By: _____ D.C.

TIME _____ AM/PM

CRMS
66018BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

MAR 28 2018

CAMILLE ROBERTS DULANEY
LEE CO. CLERK

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 22887

DAVIDSON STEPHANIE
OWNERRESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to DAVIDSON STEPHANIE (Owner on 9/01/2017 of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: DAVIDSON STEPHANIE
Address of Owner: 4360 SOUTHERN AVE SE, WASHINGTON, DC 20019,
Parcel Number: 077M3605701
Address of Violation: 1100 CHAPMAN DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 9/19/2017 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost of \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council at a regularly scheduled meeting held on 3/6/2018, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

Camille Roberts Dulaney
CLERK

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 8th day of March, 2018.

THE CITY OF TUPELO, MISSISSIPPI

BY: Markel Whittington

MARKEL WHITTINGTON, Council President

ATTEST:

Amanda Daniel
AMANDA DANIEL, Clerk of the Council

APPROVED:

Jason L. Shelton
JASON L. SHELTON, Mayor

March 8, 2018

Date

Abstract from the Judgement Roll
Office of the Clerk
LEE County, Mississippi

Judgement Number: 66344
Case / Lien Number: 24885

Rendition Date: 07-17-2018
Judgement Amount: \$800.00

Attorney Fee:

Interest:

Other:

County and Court Rendered: LEE CITY OF TUPELO, MISSISSIPPI

Enrollment Date: 07-18-2018 11:32 AM

Defendant Name: STEPHANIE DAVIDSON

Defendant Address:

Defendant SSN: null

Plaintiff Name: CITY OF TUPELO, MISSISSIPPI

Plaintiff Address:

State of Mississippi

County of LEE

I, Camille Roberts Dulaney, Clerk of the LEE Circuit in and for the said County and State, do hereby certify that the above is a true and correct abstract of the judgement in the above mentioned action as it appears on record in my office.

Given under my hand and seal of office, this the 24th day of February, 2022

Camille Roberts Dulaney, Clerk

By: _____ D.C.

Abstract from the Judgement Roll
Office of the Clerk
LEE County, Mississippi

Judgement Number: 67500
Case / Lien Number: 26762

Rendition Date: 10-16-2018
Judgement Amount: \$800.00
Attorney Fee:
Interest:
Other:
County and Court Rendered: LEE COUNTY CITY OF TUPELO, MISSISSIPPI
Enrollment Date: 12-03-2018 09:45 AM

Defendant Name: STEPHANIE DAVIDSON
Defendant Address:
Defendant SSN: null

Plaintiff Name: CITY OF TUPELO, MISSISSIPPI
Plaintiff Address:

State of Mississippi
County of LEE

I, Camille Roberts Dulaney, Clerk of the LEE Circuit in and for the said County and State, do hereby certify that the above is a true and correct abstract of the judgement in the above mentioned action as it appears on record in my office.

Given under my hand and seal of office, this the 24th day of February, 2022

Camille Roberts Dulaney, Clerk

By: _____ D.C.

**BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI**

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #26762

DAVIDSON STEPHANIE

OWNER

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to DAVIDSON STEPHANIE (Owner on July 2, 2018 of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: DAVIDSON STEPHANIE
 Address of Owner: 4360 SOUTHERN AVE SE, WASHINGTON, DC 20019
 Parcel Number: 077M-36-057-01
 Address of Violation: 1100 CHAPMAN DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on August 7, 2018 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council at a regularly scheduled meeting held on October 16, 2018 adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 16th day of October, 2018.

THE CITY OF TUPELO, MISSISSIPPI

BY Travis Beard
 TRAVIS BEARD, Council President

ATTEST:

Amanda Daniel

Abstract from the Judgement Roll
Office of the Clerk
LEE County, Mississippi

Judgement Number: 68157
Case / Lien Number: 28995

Rendition Date: 08-20-2019
Judgement Amount: \$800.00
Attorney Fee:
Interest:
Other:
County and Court Rendered: LEE CITY OF TUPELO
Enrollment Date: 09-17-2019 15:23 PM

Defendant Name: STEPHANIE DAVIDSON
Defendant Address:
Defendant SSN: null

Plaintiff Name: CITY OF TUPELO, MISSISSIPPI
Plaintiff Address:

State of Mississippi
County of LEE

I, Camille Roberts Dulaney, Clerk of the LEE Circuit in and for the said County and State, do hereby certify that the above is a true and correct abstract of the judgement in the above mentioned action as it appears on record in my office.

Given under my hand and seal of office, this the 24th day of February, 2022

Camille Roberts Dulaney, Clerk

By: _____ D.C.

**BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI**

CITY OF TUPELO, MISSISSIPPI

FILED
TIME _____ AM/PM

CRMS
68157

LIENOR

VS.

SEP 17 2019

CASE NO. 28995

DAVIDSON STEPHANIE
OWNER

CAMILLE ROBERTS DULANEY
LEE CO. CIRCUIT CLERK
D.C.

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to DAVIDSON STEPHANIE (Owner on 1100 CHAPMAN DR of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: DAVIDSON STEPHANIE
Address of Owner: 4360 SOUTHERN AVE SE, WASHINGTON, DC 20019,
Parcel Number: 077M3605701
Address of Violation: 1100 CHAPMAN DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/21/2019 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1,400.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 08/20/2019, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of August 2019

THE CITY OF TUPELO, MISSISSIPPI

BY: Nettie Davis
NETTIE DAVIS, Council President

ATTEST:

Amanda Daniel
AMANDA DANIEL, Clerk of the Council

APPROVED:

Jason L. Shelton
JASON L. SHELTON, Mayor

8/21/19
Date

Abstract from the Judgement Roll
Office of the Clerk
LEE County, Mississippi

Judgement Number: 69064
Case / Lien Number: 29699

Rendition Date: 11-06-2019
Judgement Amount: \$800.00
Attorney Fee:

Interest:

Other:

County and Court Rendered: LEE CIRCUIT COURT
Enrollment Date: 12-13-2019 14:54 PM

Defendant Name: STEPHANIE DAVIDSON
Defendant Address:
Defendant SSN: null

Plaintiff Name: CITY OF TUPELO, MISSISSIPPI
Plaintiff Address:

State of Mississippi
County of LEE

I, Camille Roberts Dulaney, Clerk of the LEE Circuit in and for the said County and State, do hereby certify that the above is a true and correct abstract of the judgement in the above mentioned action as it appears on record in my office.

Given under my hand and seal of office, this the 24th day of February, 2022

Camille Roberts Dulaney, Clerk

By: _____ D.C.

Filed By: cbarnett	Filed: 12/13/2019 2:54 PM	Number: 29699	LEE Circuit	Camille Roberts Dulaney
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**BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI**

CITY OF TUPELO, MISSISSIPPI

FILED
TIME ___:___ AM/PM

LIENOR

vs.

CASE NO. 29699

**DAVIDSON STEPHANIE
OWNER**

DEC 13 2019

CAMILLE ROBERTS DULANEY
LEE COUNTY CLERK

*CRMS
09064*

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to DAVIDSON STEPHANIE (Owner on 11/06/2019 of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: DAVIDSON STEPHANIE
 Address of Owner: 4360 SOUTHERN AVENUE, WASHINGTON, DC 20019,
 Parcel Number: 077M3605701
 Address of Violation: 1100 CHAPMAN DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 09/03/2019 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 11/19/2019, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 19th day of November, 2019.



APPROVED:

MISSY SHELTON, Clerk of the Council

Missy Shelton

ATTEST:

MARKKEL WHITTINGTON, Council President

Markkel Whittington

THE CITY OF TUPELO, MISSISSIPPI

Abstract from the Judgement Roll
Office of the Clerk
LEE County, Mississippi

Judgement Number: 71910
Case / Lien Number: 32140

Rendition Date: 04-20-2021
Judgement Amount: \$800.00

Attorney Fee:

Interest:

Other:

County and Court Rendered: LEE CITY OF TUPELO, MISSISSIPPI

Enrollment Date: 04-21-2021 08:00 AM

Defendant Name: STEPHANIE DAVIDSON

Defendant Address:

Defendant SSN: null

Plaintiff Name: CITY OF TUPELO, MISSISSIPPI

Plaintiff Address:

State of Mississippi

County of LEE

I, Camille Roberts Dulaney, Clerk of the LEE Circuit in and for the said County and State, do hereby certify that the above is a true and correct abstract of the judgement in the above mentioned action as it appears on record in my office.

Given under my hand and seal of office, this the 24th day of February, 2022

Camille Roberts Dulaney, Clerk

By: _____ D.C.

BEFORE THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32140

DAVIDSON STEPHANIE
OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to DAVIDSON STEPHANIE (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: DAVIDSON STEPHANIE
Address of Owner: 4360 SOUTHERN AVE SE, WASHINGTON, DC 20019,
Parcel Number: 077M3605701
Address of Violation: 1100 CHAPMAN DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on September 15, 2020, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1600.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on April 20, 2021, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: Mike Bryan
MIKE BRYAN, City Council President

ATTEST:

Missy Shelton
MISSY SHELTON, Clerk of the Council

APPROVED:

Jason L. Shelton
JASON L. SHELTON., Mayor
Date April 20, 2021

CRMS
71910

FILED
TIME _____ AM/PM

APR 21 2021

CAMILLE ROBERTS DULANEY
LEE COUNTY CLERK

BEFORE THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE: 12530

STEPHANIE DAVIDSON

OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to STEPHANIE DAVIDSON (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

Property Owner: STEPHANIE DAVIDSON
Address of Owner: 1100 CHAPMAN DRIVE TUPELO, MS 38804
Parcel Number: 077M-36-057-01
Address of Violation: 1100 CHAPMAN

FILED OCT 5 2023 CAMILLE ROBERTS DULANEY LEE CO. CIRCUIT CLERK MEC 23-JR-03945

2. The hearing was held before the Mayor and City Council of the City of Tupelo on July 7, 2015 following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 10/03/2023, adjudicated the actual cost of demolition to be \$2,522.73. This amount is assessed as a lien on the real property described above.

5. This Resolution will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi. If unpaid prior to the 30th day of September of the current year, this lien shall be satisfied by having the amount of this lien included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes. Failure to pay this assessment shall require the tax collector to sell the land as now provided by law for the sale of lands for delinquent municipal taxes. Liens filed after September 30th of the current year, and unpaid by September 30th of the subsequent year shall be collected as a part of the subsequent year's municipal ad valorem taxes, in the same manner as provided herein. The lien against the property shall be an encumbrance upon the property and shall follow title of the property

6. Prior to its collection as a judgment lien, this assessment may otherwise be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 3rd day of October, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: *Travis Beard*
TRAVIS BEARD, Council President

ATTEST:

Missy Shelton
MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

10-3-23
Date

**SECTION 501(c)(3) NON-PROFIT
CORPORATION STATUS
MISS. CODE ANN.
§ 21-19-12(1)(c)**

Neighborhood Development Corporation⁵²⁷

EIN: 64-0894608 | Tupelo, Mississippi, United States

Other Names

NEIGHBORHOOD DEVELOPMENT CORP

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC ⓘ

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

▼ Tax Year 2019 Form 990

▼ Tax Year 2018 Form 990

▼ Tax Year 2017 Form 990

▼ Tax Year 2016 Form 990

Articles of Incorporation



The undersigned, pursuant to Section 79-4-2.02 (if a profit corporation) or Section 79-11-137 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby executes the following document and sets forth:

1. Type of Corporation

⇒ Profit Nonprofit

2. Name of the Corporation

⇒

3. The future effective date is
(Complete if applicable)

⇒ 4. FOR NONPROFITS ONLY: The period of duration is years or perpetual

5. FOR PROFITS ONLY: The Number (and Classes) if any of shares the corporation is authorized to issue is (are) as follows

Classes	# of Shares Authorized	If more than one (1) class of shares is authorized, the preferences, limitations, and relative rights of each class are as follows:
⇒ <input type="text"/>	<input type="text"/>	<input type="text"/>
⇒ <input type="text"/>	<input type="text"/>	

6. Name and Street Address of the Registered Agent and Registered Office is

⇒ Name

⇒ Physical Address

⇒ P.O. Box

⇒ City, State, ZIP5, ZIP4

7. The name and complete address of each incorporator are as follows

⇒ Name

⇒ Street



OFFICE OF THE MISSISSIPPI SECRETARY OF STATE

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Articles of Incorporation



⇒ City, State, ZIP5, ZIP4

⇒ Name

⇒ Street

⇒ City, State, ZIP5, ZIP4

⇒ Name

⇒ Street

⇒ City, State, ZIP5, ZIP4

⇒ Name

⇒ Street

⇒ City, State, ZIP5, ZIP4

⇒ 8. Other Provisions Sec Attached

9. Incorporators' Signatures (please keep writing within blocks)

**Attachment to Articles of Incorporation of
Neighborhood Development Corporation**

1. **Purpose.** The corporation is organized for the following purposes:

The purposes for which the corporation is organized are exclusively charitable, including, in such purposes, promoting public welfare through development of low and moderate income areas and providing financial and technical assistance for the advancement of small businesses, low and moderate income housing and economic development that primarily benefits small businesses and low and moderate income people, and specifically to provide housing, develop affordable housing, foster revitalization or stabilization of low and moderate income areas or other areas targeted for redevelopment by local, state or federal agencies, provide job training, job creation and to promote small business development; provided however, the corporation shall not possess or exercise any power or authority, either expressly, by interpretation or by operation of law, that will prevent it at any time from qualifying and continuing to qualify as a corporation described in Section 501(c)(3) of the Code; nor shall it engage directly or indirectly in any activity which would cause the loss of such qualification. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, directors, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision in these articles, the corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Code or (b) a corporation contributions to which are deductible under Section 170(c)(2) of the Code.

2. **Dissolution.** Upon the dissolution of the corporation, the board of directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation in such a manner or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code, as the board of directors shall

determine. Any such assets not so disposed of shall be disposed of by the chancery court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

3. **Amendments to Articles of Incorporation.** Any amendment to these Articles of Incorporation may be made by the vote of the board of directors in the manner provided by law unless action by the membership is specifically required by law; provided, however, neither the board of directors nor the membership may amend any provision or provisions of these Articles of Incorporation in a manner which would adversely affect the corporation's exemption under Section 501(c)(3) of Code.

4. **Amendments to Bylaws.** The bylaws of the corporation may be altered, amended or repealed, and new bylaws adopted by the members and the board of directors in the manner provided in the bylaws of the corporation; provided, however, neither the members nor the board of directors may amend any provision or provisions of the bylaws of the corporation in a manner which would adversely affect the corporation's exemption under Section 501(c)(3) of Code.

5. **Board of Directors.** The initial board of directors of the corporations shall be the following:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**PURCHASED FOR LESS THAN
70% OF APPRAISED VALUE
MISS. CODE ANN.
§ 21-19-12(1)(d)**

**LIEN AMNESTY APPLICATION DOCUMENTS
MISS. CODE ANN.
§ 21-19-12(2)**

OFFER FOR THE PURCHASE AND SALE OF REAL ESTATE

Purchaser: Bronson Tabler
P.O. Box 7116
Tupelo, MS 38802
Phone 662.840.8400

Seller: Dee Nero LLC
c/o SKL Investments, Inc.
P.O. Box 7
Lauderdale, MS 39335
Phone 601.679.7584

Dee Nero LLC, a Florida Limited Liability Company c/o SKL Investments Inc., a Mississippi Corporation ("Seller") agrees to sell and Bronson Tabler ("Purchaser") agrees to purchase the Seller's interest (if any) in real property located in Lee County, Mississippi, and more particularly described, to wit:

**PARCEL NO. 077M-36-057-01 PPIN NO: 27683
PT NE1/4 NE1/4 GRAVLEE B 2009 P 009458 06/25/2009
LEE COUNTY, MISSISSIPPI**

CONVEYANCE: Seller has secured an interest in said property by purchase of the property described above at public auction conducted by the Tax Collector of Lee County, Mississippi, on the last Monday August 2019, and the failure of property owner(s) to redeem said property by payment of said tax and interest within two years from the date of said sale resulting in the transfer of title of said property to Seller by operation of law (Section 27-45-23, Mississippi Code of 1972) and by virtue of issuance of the Tax Deed by the Clerk of Lee County, Mississippi. The Seller will convey any and all interest in the 2018 Lee County property tax and tax deed by quitclaim deed with no warranties accompanying the conveyance. Quitclaim deed will be conveyed as indicated above ("Purchaser") any corrections, changes, or additions to the conveyance must be received in writing from the Purchaser.

TAXES: The Seller is not responsible for any other tax and/or fees due Lee County, municipality, and/or any other entity. Seller reserves the right to pay any and all taxes not included and add to the purchase price all amounts paid for taxes plus 10% interest not included in contract if said tax is not paid by purchaser before the date of maturity.

PURCHASE PRICE: The purchase price is only \$950.00 to be paid in a lump sum on/ or before August 25, 2022.
08.22.2022 DC# 700047263 lump sum
\$950

PURCHASER ACKNOWLEDGES THE FOLLOWING:

Payment shall be deemed to be made when Seller receives and accepts certified funds and a fully executed (signed) offer. If certified funds and signed offer are not received and accepted on/ or before, the above mentioned due date, this offer is a nullity at seller's option.

Upon receipt of final payment, Seller will request the tax deed from the Clerk of said City/County. Upon the request it normally takes 4-6 weeks for delivery. However, this is only an estimate and the deed may take longer to arrive. No refund will be allowed based on a delay in receiving the deed. Once a tax deed is received Seller will issue a Quitclaim deed to Purchaser with no warranties accompanying the conveyance. The Purchaser agrees that Seller shall not be responsible for confirming title acquired via the tax deed. The Purchaser affirms that it will make arrangements and bear all cost, expenses, and/or attorney's fee to confirm and quiet title pursuant to the tax deed.

All offers are on a first come first serve basis only; until signed offer and certified funds have been received and accepted (deposited), Seller reserves the right to withdraw the proposed sale at any time. This offer is not binding until executed (signed) by both the Seller and Purchaser and the agreed amount is received and accepted. All tax deed properties are sold "as is" and "where is." All sales are final. This property was acquired through a tax sale. As such, Seller's interest is subject to being terminated. If Seller's interest is terminated, Purchaser agrees to vacate the property, and all money received will be considered rent and no refund will be given. Additionally, until all funds called for by this agreement are received, all partial payments shall be deemed rent, and if Purchaser does not make all payments required herein, Seller shall be entitled to evict Purchaser upon termination of this agreement. Grantor does hereby except and reserve, all interest if any in and to all oil, gas, lignite (including methane gas that is a by-product of lignite), coal, and other minerals owned by them in, on, and under said property.

Filed By: rmanarrey	Filed: 9/21/2022 11:18 AM	Number: 2022013282 535	LEE Chancery	Bill Benson	Published: 9/21/2022 12:10 PM
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Prepared By:
SKL Investments, Inc.
P.O. Box 7
Lauderdale, MS 39335
Phone: 601.679.7584

Return To:
SKL Investments, Inc.
P.O. Box 7
Lauderdale, MS 39335
Phone: 601.679.7584

Indexing: Section 36 Township 09S Range 05E
PT NE1/4 NE1/4

STATE OF MISSISSIPPI
COUNTY OF LEE

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid, the sufficiency of which is hereby acknowledged, the undersigned,

Dee Nero LLC aka DeeNero LLC, a Florida Limited Liability Company
c/o SKL Investments, Inc.
P.O. Box 7 / 9581 Hwy 45 North
Lauderdale, MS 39335
601.679.7584

does hereby sell, release and quitclaim to:

Bronson Tabler
P.O. Box 7116
Tupelo, MS 38802
662.840.8400

Grantor's interest if any derived from the Tax Sale and Tax Deed **Instrument 2022012561** in and to that certain property lying and being situated in **Lee County, Mississippi**, and more particularly described as follows, to-wit

Section 36 Township 09S Range 05E
PT NE1/4 NE1/4
Parcel: 077M-36-057-01 / PPIN: 27683

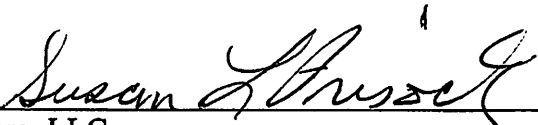
Grantor does hereby except and reserve, all interest if any in and to all oil, gas, lignite (including methane gas that is a by-product of lignite), coal, and other minerals owned by them in, on, and under said property. This conveyance made subject to all applicable restrictive covenants, easements and right-of-way that may have been previously reserved.

Grantor is conveying its interest in the **2018 Lee County** property tax and tax deed. It is the intention of Grantor to convey whether correctly described or not the property conveyed Grantor by deed recorded **Instrument 2022012561** of the records of the Chancery Clerk of **Lee County, Mississippi**. Grantee is responsible for all other taxes and/or fees due **Lee County** or any other entity.

This conveyance is made without warranty of title, neither expressed nor implied. All legal/maps descriptions are based on County Tax Assessors records and Seller does not warrant the accuracy of legal/map description. Grantor conveys only such title as is vested in said company by virtue of said deed.

This instrument is executed and delivered by SKL Investments, Inc., a Mississippi corporation, as Pursuant Corporate Resolution dated 09/21/16.

WITNESS my signature this the **15th** day of **September** 2022.

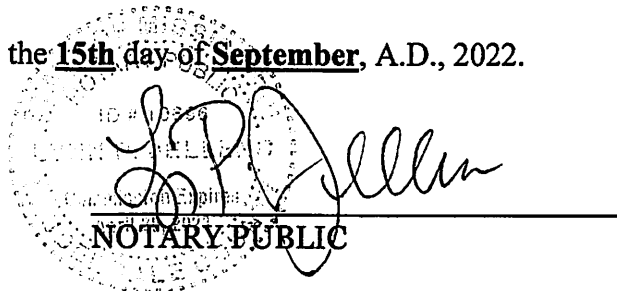


DeeNero, LLC.
By: Susan L. Prisock, President
SKL INVESTMENTS, INC.
Pursuant Corporate Resolution dated 09/21/16

STATE OF MISSISSIPPI
COUNTY OF LAUDERDALE

This day personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named **Susan L. Prisock, President of SKL Investments, Inc.**, who acknowledged to me that in such capacity she signed and delivered the foregoing Quit-Claim Deed for and on the behalf of **DeeNero, LLC**, having been first duly authorized so to do.

Given under my hand and seal on this the **15th** day of **September**, A.D., 2022.



NOTARY PUBLIC

**MINUTES OF THE MEETING OF THE MEMBERS OF
DEE NERO, LLC**

BE IT REMEMBERED that on this the 21st day of SEPTEMBER, 2016, Donna M. Ladner, Member/Manager of DEE NERO LLC. ("DEE NERO"), held the annual meeting DEE NERO LLC at the corporation's office located at 11275 US Highway 98 W STE 316, Miramar Beach, FL 32550-6954. A quorum being present, the following business and proceedings were done and had, to-wit: -

There came on for discussion allowing SKL Investments, Inc. ("SKL") full power to execute any and all documents deemed necessary, singly or jointly and authorize said Company to assist in the operation and management of tax title business affairs and manage, sell and contract for the sale of tax lien matured properties in the State of Mississippi

To sell, convey, hypothecate, pledge, quitclaim or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal or encumbrance, of real property which is owned by the above named parties which was acquired by tax liens which have matured, real, personal or otherwise whatsoever or in any custody, possession, interest, or right therein.

Accordingly, on motion made, and unanimously carried upon a vote being taken thereon the member(s) adopted the following Resolution:

To execute that certain Exclusive Right to Sell and that certain Special, Limited Power of Attorney allowing SKL Investments, Inc. full power to execute any and all documents deemed necessary, singly or jointly and authorize SKL to assist in the operation and management of tax title business affairs and manage, sell and contract for the sale of tax lien matured properties, convey, hypothecate, pledge, quitclaim or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal or encumbrance, of real property which is owned by the above named parties which was acquired by tax liens which have matured, real, personal or otherwise whatsoever or in any custody, possession, interest, or right therein.

BE IT RESOLVED that it is in the best interest of DEE NERO LLC, and its member(s) to allow SKL to act on behalf of DEE NERO as stated herein.

This the 21st day of SEPTEMBER, 2016.

DEE NERO LLC

By: 

Its: MEMBER/MANAGER

Filed By: Ipitts	Filed: 11/21/2022 8:42 AM	Number: 2022015623	LEE Chancery	Bill Benson	Published: 11/21/2022 11:06 AM
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Prepared By & Please Return
After Recording To:

****ABOVE THIS LINE FOR OFFICIAL USE ONLY****

B. Bronson Tabler, P.A.
254 South Front Street, Suite 103
P.O. Box 7116
Tupelo, Mississippi 38802
Tel: (662) 840-8400
Fax: (662) 840-8414
Email: bronson@tablerlaw.com

INDEXING INSTRUCTIONS: Northeast Quarter of Section 36,
Township 9 South, Range 5 East, Lee County, Mississippi

Address Reference: 1100 Chapman Drive, Tupelo, MS
PPIN / Parcel Reference: 27683 / 077M-36-057-01

QUITCLAIM DEED

GRANTOR(S):

BRONSON TABLER

**P.O. BOX 7116
TUPELO, MISSISSIPPI 38802
TELEPHONE: (662) 840-8400**

GRANTEE(S):

**NEIGHBORHOOD DEVELOPMENT
CORPORATION, A MISSISSIPPI
NON-PROFIT CORPORATION
P.O. BOX 782
TUPELO, MISSISSIPPI 38802
TELEPHONE: (662) 842-4076**

For and in consideration of the sum of Ten Dollars and Zero Cents (\$10.00) and other good and valuable consideration, the Grantor(s) **BRONSON TABLER**, does hereby grant, bargain, sell, convey and quitclaim unto **NEIGHBORHOOD DEVELOPMENT CORPORATION, A MISSISSIPPI NON-PROFIT CORPORATION**, the following described real property located and situated in **LEE COUNTY, MISSISSIPPI**, and being more particularly described as follows, to-wit:

INDEXING INSTRUCTIONS:

Northeast Quarter of Section 36, Township 9 South, Range 5 East, Lee County, Mississippi.

Commencing at the Northeast corner of Section 36, Township 9 South, Range 5 East, Lee County, Mississippi; thence run South 425.00 feet; thence West 200.00 feet to an iron stake for a Point of Beginning; thence North 125.00 feet to a stake; thence West 50.00 feet to an iron stake; thence South 125.00 feet to an iron stake; thence East 50.00 feet to the Point of Beginning.

ALSO:

Thirty (30) feet off the West side of the following described property:

Commencing at Northeast corner of Section 36, Township 9 South, Range 5 East, Lee County, Mississippi; run thence South 425.00 feet; thence West 41.00 feet to the Northwest corner of Chapman Drive and Clayton Avenue for a Point of Beginning; thence run West along the North side of Chapman Drive 159.00 feet; thence North 55.00 feet; thence East 159.00 feet to the West side of Clayton Avenue; thence South along Clayton Avenue 55.00 feet to the Point of Beginning.

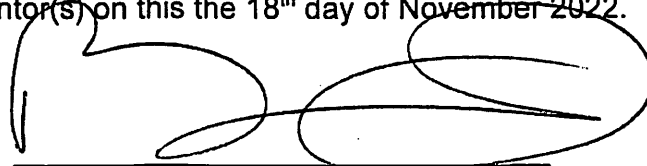
Lying and being in the Northeast Quarter of Section 36, Township 9 South, Range 5 East, Lee County, Mississippi.

Subject to any Easements, Restrictions, Covenants and/or Mineral Reservations of Record.

Grantor certifies and warrants that the above described property is no part of his homestead exemption as of the date of execution of this Warranty Deed.

SOURCE DEED(S): Being the same property acquired by Grantor(s) herein by virtue of Warranty Deed recorded as Instrument Number 2022013282.

Witness the signature of the Grantor(s) on this the 18th day of November 2022.



BRONSON TABLER

STATE OF MISSISSIPPI

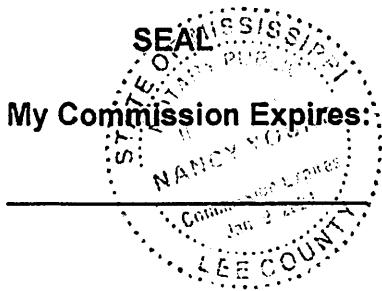
COUNTY OF LEE

Personally appeared before me, the undersigned authority at law in and for the aforesaid County and State, the within named **BRONSON TABLER**, who acknowledged that he signed, sealed and delivered the above and foregoing **QUITCLAIM DEED** on the day and year therein mentioned as his free and voluntary act and deed.

Given under my hand and official seal of office, this the 18th of November 2022.

Nancy Young

NOTARY PUBLIC



B. BRONSON TABLER
ATTORNEY AT LAW*

B. Bronson Tabler, P.A.
322 West Jefferson Street
P.O. Box 7116
Tupelo, Mississippi 38802-7116

Phone: (662) 840-8400
Fax: (662) 840-8414

* Also admitted in Tennessee

February 13, 2023

Neighborhood Development Corporation
P.O. Box 782
Tupelo, Mississippi 38802

Statement of Services - 1100 Chapman Drive, Tupelo, MS 38804

August 18, 2022	Tax Deed Purchase Price	\$ 950.00
August 25, 2022	2021 Lee County Taxes - PPIN 48533	\$ 275.68
November 18, 2022	Tax Deed Recording Fee	\$ 26.00
December 19, 2022	Outline/Draft of Petition to Confirm Tax Deed and To Quiet and Confirm Title Re: Stephanie D. Davidson, 1100 Chapman Drive, Tupelo, Lee County, Mississippi PPIN / Parcel Reference: 48553 / 098T-27-009-21	
December 21, 2022	Filing Fee - Petition to Confirm Tax Deed	\$ 146.00
December 27, 2022	Publication Costs - Summons by Publication	\$ 180.94
December 28, 2022	Overnight Services - Summons - Select Portfolio Services, Inc.	\$ 22.92
December 28, 2022	Certified Mail - Summons - Stephanie D. Davidson	\$ 16.00
February 10, 2023	Outline/Draft of Order Confirming Tax Deed, Confirming Quieting Title Re: Stephanie D. Davidson, 1100 Chapman Drive, Tupelo, Lee County, Mississippi	
February 13, 2023	Appearance in Chancery Court of Lee County, Mississippi, for Hearing on Petition to Confirm Tax Deed, etc.	
February 13, 2023	Outline/Draft of Notice of Service for service of Order Confirming Tax Deed, Confirming and Quieting Title	

February 13, 2023	Overnight Services - Notice of Service of Order Confirming Tax Deed - Stephanie D. Davidson	\$ 25.81
February 13, 2023	Overnight Services - Notice of Service of Order Confirming Tax Deed - Select Portfolio Services, Inc.	\$ 20.30
February 13, 2023	Recording Fee - Order Confirming Tax Deed, Confirming and Quieting Title	\$ 92.00
February 13, 2023	Attorney Fee - Confirmation of Tax Deed and Quiet and Confirm Title	\$2,500.00
	TOTAL:	\$4,255.65

Thank you for your business!!

Sincerely,

/s/ B. Bronson Tabler

B. Bronson Tabler

For the Firm

Writer's Direct Email: bronson@tablerlaw.com



Delta Computer Systems, Inc.

Property Link

LEE COUNTY, MS

Current Date 8/4/2023

Tax Year 2022
Records Last Updated 8/3/2023

OWNER DAVIDSON STEPHANIE D
4360 SOUTHERN AVE SE

WASHINGTON DC 20019

PARCEL ADDRESS 077M-36-057-01
1100 CHAPMAN DR

ACRES : **NA**
LAND VALUE : 12800
IMPROVEMENTS : **NA**
TOTAL VALUE: 12800
ASSESSED : 1920

TAX INFORMATION

YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	71.56	0.00	74.06
CITY	62.34	0.00	64.52
SCHOOL	123.07	0.00	127.38
TOTAL	256.97	0.00	265.96

3.50% Penalty Not taking online payment at this time.
A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE
HOMESTEAD CODE None
TAX DISTRICT 4730
PPIN 027683
SECTION 36
TOWNSHIP 09S
RANGE 05E

LEGAL PT NE1/4 NE1/4
GRAVLEE

B 2009 P 009458 06/25/2009

Book 2009 Page 009458

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
2020	STATE OF MISSISSIPPI	8/25/2022 NEIGHBORHOOD DEV
2019	STATE OF MISSISSIPPI	8/25/2022 NEIGHBORHOOD DEV
2018	DEE NERO LLC	NOT REDEEMED
2017	MERRITT INC	NOT REDEEMED
2016	BOAZ TAX SALES PROPERTIES LLC	NOT REDEEMED
2015	BENNETT TAX CO INC	NOT REDEEMED

[View Appraisal Record](#)

[Back](#)

<p>FROM: Paul WILLIAMS APPRAISAL SERVICE 910 Lynn Cir TUPELO, MS 38804</p> <p>Telephone Number: 662-397-1227 Fax Number:</p>	<h2 style="margin: 0;">INVOICE</h2> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr style="background-color: #cccccc;"><td style="text-align: center; padding: 2px;">INVOICE NUMBER</td></tr> <tr><td style="text-align: center; padding: 2px;">PW202311202373</td></tr> <tr style="background-color: #cccccc;"><td style="text-align: center; padding: 2px;">DATE</td></tr> <tr><td style="text-align: center; padding: 2px;">11/20/2023</td></tr> <tr style="background-color: #cccccc;"><td style="text-align: center; padding: 2px;">REFERENCE</td></tr> <tr><td style="padding: 2px;">Internal Order #: PW202311202373</td></tr> <tr><td style="padding: 2px;">Lender Case #:</td></tr> <tr><td style="padding: 2px;">Client File #:</td></tr> <tr><td style="padding: 2px;">Main File # on form:</td></tr> <tr><td style="padding: 2px;">Other File # on form:</td></tr> <tr><td style="padding: 2px;">Federal Tax ID:</td></tr> <tr><td style="padding: 2px;">Employer ID:</td></tr> </table>	INVOICE NUMBER	PW202311202373	DATE	11/20/2023	REFERENCE	Internal Order #: PW202311202373	Lender Case #:	Client File #:	Main File # on form:	Other File # on form:	Federal Tax ID:	Employer ID:
INVOICE NUMBER													
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DATE													
11/20/2023													
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Lender Case #:													
Client File #:													
Main File # on form:													
Other File # on form:													
Federal Tax ID:													
Employer ID:													
<p>TO: Neighborhood Development Corporation</p> <p>Telephone Number: Fax Number: Alternate Number: E-Mail:</p>													
DESCRIPTION													
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Lender:</td> <td style="width: 50%;">Client: Duke Loden</td> </tr> <tr> <td>Purchaser/Borrower: NONE</td> <td></td> </tr> <tr> <td>Property Address: 1100 Chapman Dr</td> <td></td> </tr> <tr> <td>City: Tupelo</td> <td></td> </tr> <tr> <td>County: Lee</td> <td>State: MS Zip: 38804</td> </tr> <tr> <td>Legal Description: PT 1 PT NE1/4 NE1/4 STR 36-09S-05E</td> <td></td> </tr> </table>		Lender:	Client: Duke Loden	Purchaser/Borrower: NONE		Property Address: 1100 Chapman Dr		City: Tupelo		County: Lee	State: MS Zip: 38804	Legal Description: PT 1 PT NE1/4 NE1/4 STR 36-09S-05E	
Lender:	Client: Duke Loden												
Purchaser/Borrower: NONE													
Property Address: 1100 Chapman Dr													
City: Tupelo													
County: Lee	State: MS Zip: 38804												
Legal Description: PT 1 PT NE1/4 NE1/4 STR 36-09S-05E													
FEES	AMOUNT												
LAND APPRAISAL REPORT	450.00												
SUBTOTAL	450.00												
PAYMENTS	AMOUNT												
<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">Check #:</td> <td style="width: 25%;">Date:</td> <td style="width: 50%;">Description:</td> </tr> <tr> <td>Check #:</td> <td>Date:</td> <td>Description:</td> </tr> <tr> <td>Check #:</td> <td>Date:</td> <td>Description:</td> </tr> </table>	Check #:	Date:	Description:	Check #:	Date:	Description:	Check #:	Date:	Description:				
Check #:	Date:	Description:											
Check #:	Date:	Description:											
Check #:	Date:	Description:											
SUBTOTAL													
TOTAL DUE	\$ 450.00												

Borrower	NONE	File No.	
Property Address	1100 Chapman Dr	545	
City	Tupelo	County Lee	State MS Zip Code 38804

Lender/Client _____

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use only by the specified client and any other named intended user(s).)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time

(USPAP defines Exposure Time as the estimated length of time that the property interest being

appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 90-180 DAYS

EXPOSURE TIME IS ALWAYS PRESUMED TO PRECEDE THE EFFECTIVE DATE OF THE APPRAISAL. IT IS THE ESTIMATED LENGTH OF TIME THE PROPERTY WOULD HAVE BEEN OFFERED ON THE MARKET, PRIOR TO THE HYPOTHETICAL SALE, AT THE APPRAISED VALUE, ON THE EFFECTIVE DATE OF THE APPRAISAL. MARKET EXPOSURE TIME FOR THE SUBJECT PROPERTY IS 90-180 DAYS.

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

I HAVE NOT PERFORMED ANY APPRAISAL SERVICES ON THE SUBJECT PROPERTY IN THE PREVIOUS 36 MONTHS. I HAVE NO INTEREST OF ANY KIND IN THE SUBJECT PROPERTY.

APPRAISER:

Signature: *Paul Eric Williams*
 Name: Paul Williams
 State Certification #: RA-916
 or State License #: _____
 State: MS Expiration Date of Certification or License: 11/30/2024
 Date of Signature and Report: 11/21/2023
 Effective Date of Appraisal: 11/20/2023
 Inspection of Subject: None Interior and Exterior Exterior-Only
 Date of Inspection (if applicable): _____

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
 Name: _____
 State Certification #: _____
 or State License #: _____
 State: _____ Expiration Date of Certification or License: _____
 Date of Signature: _____
 Inspection of Subject: None Interior and Exterior Exterior-Only
 Date of Inspection (if applicable): _____

WILLIAMS APPRAISAL SERVICE
PO BOX 1414
TUPELO, MS 38802
(662) 397-1227

11/21/2023

Duke Loden

Re: Property: 1100 Chapman Dr
Tupelo, MS 38804
Borrower: NONE
File No.: PW202311202373

Opinion of Value: \$ 16,800
Effective Date: 11/20/2023

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Paul Williams
License or Certification #: RA-916
State: MS Expires: 11/30/2024
pwappraisal@gmail.com

Borrower	NONE	547		File No.		
Property Address	1100 Chapman Dr					
City	Tupelo	County	Lee	State	MS	Zip Code 38804
Lender/Client						

TABLE OF CONTENTS



Invoice 1

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Comparable Photos 1-3 6

Subject Photos 7

Location Map 8

Scanned Document 9

Scanned Document 10

FIRREA / USPAP ADDENDUM

Borrower NONE 548 File No.

Property Address 1100 Chapman Dr

City Tupelo County Lee State MS Zip Code 38804

Lender/Client

Purpose

DETERMINE MARKET VALUE

Scope of Work

IDENTIFY THE SUBJECT THE PROPERTY, GATHER DATA AT THE SITE, RESEARCH MARKET DATA, AND FORM AN OPINION OF VALUE BASED ON THE MARKET ANALYSIS. REPORT IDENTIFICATION- APPRAISAL REPORT.

Intended Use / Intended User

Intended Use: DETERMINE MARKET VALUE

Intended User(s): The city of Tupelo

History of Property

Current listing information: SEE URAR.

Prior sale: SEE URAR.

Exposure Time / Marketing Time

SEE URAR.

Personal (non-realty) Transfers

NONE

Additional Comments

NONE

Certification Supplement

1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.

2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

Appraiser: *Paul Eric Williams* Supervisory Appraiser: _____

Signed Date: 11/21/2023 Signed Date: _____

Certification or License #: RA-916 Certification or License #: _____

Certification or License State: MS Expires: 11/30/2024 Certification or License State: _____ Expires: _____

Effective Date of Appraisal: 11/20/2023 Inspection of Subject: Did Not Exterior Only Interior and Exterior

LAND APPRAISAL REPORT

File No.

Borrower NONE Census Tract 549 Map Reference 46180
 Property Address 1100 Chapman Dr
 City Tupelo County Lee State MS Zip Code 38804
 Legal Description PT 1 PT NE1/4 NE1/4 STR 36-09S-05E
 Sale Price \$ _____ Date of Sale _____ Loan Term _____ yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$ _____ (yr) Loan charges to be paid by seller \$ 0 Other sales concessions _____
 Lender/Client _____ Address _____
 Occupant Vacant Appraiser Paul Williams Instructions to Appraiser _____

NEIGHBORHOOD

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Good	Avg.	Fair	Poor
Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Growth Rate	<input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Steady	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Oversupply	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.	Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Present Land Use	<u>90</u> % One-Unit	<u>5</u> % 2-4 Unit	<u>5</u> % Commercial	Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Change in Present Land Use	<input type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (*)	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Predominant Occupancy	<input type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<input type="checkbox"/> Vacant	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
One-Unit Price Range	\$ <u>140</u> to \$ <u>650</u>	Predominant Value \$ <u>200</u>		Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
One-Unit Age Range	<u>0</u> yrs. to <u>120</u> yrs.	Predominant Age <u>20</u> yrs.		Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise)				General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I COULD DETECT NO NEIGHBORHOOD FACTORS THAT WOULD ADVERSELY AFFECT THE VALUE OF THIS PROPERTY.

SITE

Dimensions 50X125 = 7,900 sf Corner Lot
 Zoning Classification RESIDENTIAL Present Improvements Do Do Not Conform to Zoning Regulations
 Highest and Best Use Present Use Other (specify) _____
 Elec. Gas Water San. Sewer Underground Elect. & Tel.
 OFF SITE IMPROVEMENTS
 Street Access Public Private
 Surface HARD SURFACE Maintenance Public Private
 Storm Sewer Curb/Gutter Sidewalk Street Lights
 Topo Mostly level with some gentle slope
 Size TYPICAL
 Shape RECTANGULAR
 View N;Res;
 Drainage ADEQUATE
 Is the property located in a FEMA Special Flood Hazard Area? Yes No
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) **NO ABNORMAL CONDITIONS WERE NOTED.**

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	1100 Chapman Dr Tupelo, MS 38804	Cicada Cv Tupelo, MS 38804	1105 Chapman Dr Tupelo, MS 38804	426 Magazine St Tupelo, MS 38804
Proximity to Subject		0.29 miles NW	0.03 miles SW	0.88 miles SE
Sales Price	\$	\$ 15,000	\$ 15,000	\$ 27,500
Price \$/Sq. Ft.	\$	\$ 0	\$ 0	\$ 0
Data Source(s)	INSPECTION	MLS#22-33025;DOM 47	MLS#21-1028;DOM 1	MLS#22-344;DOM 97
ITEM	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Date of Sale/Time Adj.		10/26/2022	04/16/2021	05/16/2022
Location	N;Residential	N;Residential	N;Residential	N;Mixed use
Site/View	Average	Average	Average	Average
Improvements	NONE	NONE	NONE	NONE
Site Size	7900 sf	6117 sf	6250 sf	11753 sf
		+1,783	+1,650	-3,853
Sales or Financing Concessions	0	ArmLth Cash;0	ArmLth Cash;0	ArmLth Cash;0
Net Adj. (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 1,783	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 1,650	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -8,853
Indicated Value of Subject		\$ 16,783	\$ 16,650	\$ 18,647

Comments on Market Data There was very low turnover in the area of similiar properties.

Comments and Conditions of Appraisal APPRAISAL WAS MADE TO ESTABLISH PROBABLE MARKET VALUE FOR LOAN PURPOSES.

Final Reconciliation SALES COMPARISON CARRIED THE MOST WEIGHT WITH ESTIMATED COST USED AS AN INDICATOR OF VALUE. INCOME APPROACH WAS NOT USED DUE TO INSUFFICIENT DATA.

RECONCILIATION

I (WE) ESTIMATE THE MARKET VALUE AS DETERMINED, OF THE SUBJECT PROPERTY AS OF 11/20/2023 TO BE \$ 16,800

Appraiser Paul Williams Supervisory Appraiser (if applicable) _____
 Date of Signature and Report 11/21/2023 Date of Signature _____
 Title _____ Title _____
 State Certification # RA-916 ST MS State Certification # _____ ST _____
 Or State License # _____ ST _____ Or State License # _____ ST _____
 Expiration Date of State Certification or License 11/30/2024 Expiration Date of State Certification or License _____
 Date of Inspection (if applicable) _____ Date of Inspection _____
 Did Did Not Inspect Property

Comparable Photo Page

550

Borrower	NONE						
Property Address	1100 Chapman Dr						
City	Tupelo	County	Lee	State	MS	Zip Code	38804
Lender/Client							



Comparable 1

Cicada Cv
 Prox. to Subject 0.29 miles NW
 Sales Price 15,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location N;Residential
 View Average
 Site
 Quality
 Age



Comparable 2

1105 Chapman Dr
 Prox. to Subject 0.03 miles SW
 Sales Price 15,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location N;Residential
 View Average
 Site
 Quality
 Age



Comparable 3

426 Magazine St
 Prox. to Subject 0.88 miles SE
 Sales Price 27,500
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location N;Mixed use
 View Average
 Site
 Quality
 Age

Subject Photo Page

551

Borrower	NONE						
Property Address	1100 Chapman Dr						
City	Tupelo	County	Lee	State	MS	Zip Code	38804
Lender/Client							



Subject Site

1100 Chapman Dr
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location N;Residential
View Average
Site
Quality
Age

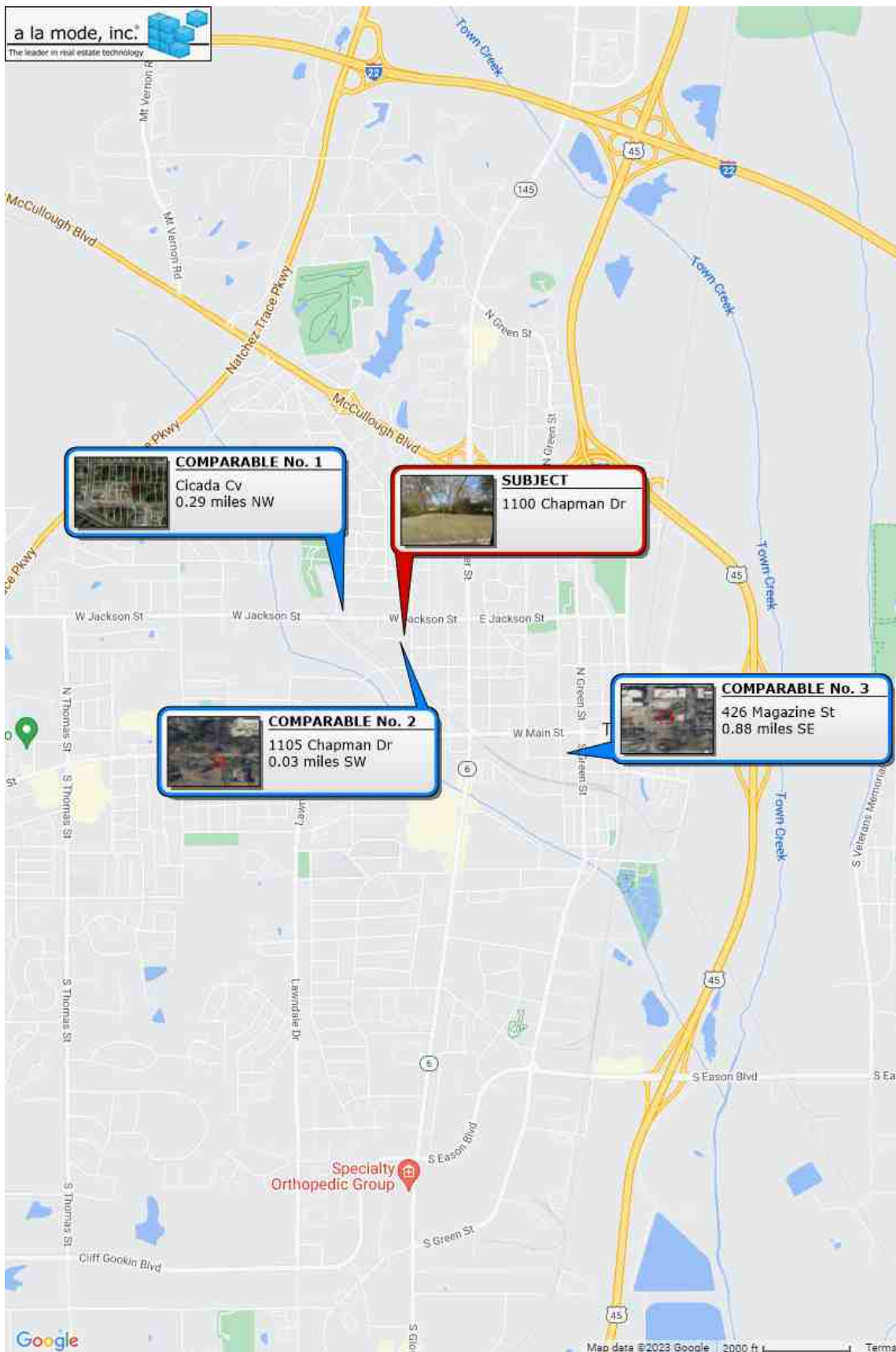


Subject Street

Location Map

552

Borrower	NONE				
Property Address	1100 Chapman Dr				
City	Tupelo	County	Lee	State	MS
Lender/Client				Zip Code	38804



Tax Map
553



Lee County, MS

Lee County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Lee County Land Records GIS and is maintained for the internal use of the County. The County of Lee and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Lee County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.



Lee County Tax Assessor/Collector
201 Jefferson St
Tupelo, MS 38804
(662) 432-2700

Date Printed: 11/20/2023

PPIN:	27683
PARCEL_ID:	077M-36-057-01
OWNERNAME:	NEIGHBORHOOD DEVELOPMENT CORP
ADDRESS1:	PO BOX 782
ADDRESS2:	
CITY:	TUPELO
STATE:	MS
ZIP:	38802
SECTION:	36
TOWNSHIP:	09S
RANGE:	05E
LEGAL1:	FT LOT 1 NE1/4 NE1/4
LEGAL2:	
LEGAL3:	WELCH & CO INC
TAX_DIST:	4730
CULT_ACE:	0
CULT_ACE1:	0
UNCULT_ACE:	0
UNCULT_ACE1:	0
TOTAL_AC:	0
CULT_VAL1:	0
CULT_VAL2:	12800
UNCULT_VAL1:	0
UNCULT_VAL2:	0
LAND_VAL:	12800
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALDE:	12800
EXEMPT_CODE:	11
HOMESTEAD:	
DEED_BOOK:	2022
DEED_PAGE:	01562
DEED_DATE:	11/17/2022
STATUS_ADDR:	1100 CHAPMAN DR

State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISER LICENSING
AND CERTIFICATION BOARD

LICENSE # RA-916

STATUS: ACTIVE

PAUL ERIC WILLIAMS

HAS BEEN GRANTED A LICENSE AS A
STATE CERTIFIED RESIDENTIAL APPRAISER

Effective Date:

12/01/2022

Expiration Date:

11/30/2024

SIGNATURE OF LICENSEE

Robert E. Praytor, Administrator



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO/City Clerk

DATE: December 1, 2023

SUBJECT: IN THE MATTER OF AUTHORIZING THE SOLICITATION OF BIDS FROM QUALIFIED FINANCIAL INSTITUTIONS, TO BE RECEIVED AT THE JANUARY 16, 2024 REGULAR MEETING OF THE TUPELO CITY COUNCIL, FOR THE SELECTION OF ONE OR MORE MUNICIPAL DEPOSITORIES OF THE CITY OF TUPELO IN ACCORDANCE WITH MISS. CODE ANN § 27-105-305 AND 27-105-353 (1972, AS AMENDED) **KH**

Request:

Please approve the Public Notice attached hereto for the selection of municipal depositories.

REQUEST FOR PROPOSALS

City of Tupelo Bank Depositories
2023-054BA

PLEASE TAKE NOTICE that the City of Tupelo, Mississippi (the "City") will receive proposals from qualified financial institutions as defined by Miss Code Ann. (1972) §27-105-315 and §27-105-353 to serve as a designated depository for the City for a twenty-four (24) month period beginning February 1, 2024. Financial institutions must be qualified at the beginning of said period and must re-qualify under the provisions of Miss. Code Ann. § 27-105-353 (1972, as amended).

Said proposals shall be completed using the Bid Form attached hereto, and sealed and submitted to Traci Dillard, Controller, City of Tupelo, Post Office Box 1485, 1st Floor Tax Office, 71 East Troy, Tupelo, MS 38804, not later than 10:00 a.m., Friday, January 5, 2024, at which time such proposals shall be opened. Proposals may also be submitted electronically at www.tupelobids.com. If you have any questions regarding electronic bidding, you may direct them to Plan House at (662) 407-0193.

In order to maximize efficiency and economy, the City of Tupelo will have all demand deposit accounts with one (1) banking institution. Interest on the demand deposit will be on an average daily balance. The City of Tupelo may also elect one (1) or more depositories for the placement of funds for investments and savings. These investment depositories will be selected on a competitive basis as determined by the highest annual interest rate. All other City funds will be invested by solicitation on a competitive basis from all qualified depositories approved by the City of Tupelo.

Each proposal shall contain interest rates to be paid on both short term and long-term funds held by the institution as well as the service charge for transactions handled by the institution for the City. Each financial institution designated as a depository shall designate the security and collateral authorized by law as specified in Miss Code Ann. Sections §27-105-5 and §27-105-315 for securing the funds in an amount equal to 105% of the maximum sum on deposit at any one time exclusive of that portion of said deposit account insured by Federal Deposit Insurance Corporation. In the event that the City designates more than one depository, each financial institution designated as a depository shall provide security and collateral in an amount equal to 105% of the maximum sum actually on deposit at that financial institution. Each financial institution designated as a depository shall enter into a depository agreement with the City.

The City of Tupelo shall use the following factors in selecting its depositories: net earnings of each account, account costs, costs of transfer of accounts from existing depositories, banking services provided, and having met the requirements provided in Section 27-105-315, having in view the safety of such funds, and other such relevant factors necessary to serve the needs and interests of the City of Tupelo.

The City reserves the right to reject any and all proposals. The City reserves the right to reduce, increase or vary the amount of municipal funds on deposit in its discretion. The City of Tupelo is an equal opportunity employer.

Any questions concerning the proposal should be directed to Kim Hanna, City Hall 2nd Floor Finance Department, 71 East Troy Street, Tupelo, MS 38804; telephone 662-841-6509 or email kim.hanna@tupeloms.gov.

Dated, this the _____ day of December, 2023.

KIM HANNA
City Clerk

Publish: