

**REGULAR CITY COUNCIL MEETING**  
**MUNICIPAL MINUTES CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**MAY 18, 2021**

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, May 18, 2021, at 6:00 p.m. with the following in attendance: Council members Markel Whittington, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer and Willie Jennings; Attorney Ben Logan and Missy Shelton, Clerk of the Council. Councilman Mike Bryan was absent at the beginning, but joined the meeting at 6:30 p.m.

Councilman Travis Beard led the invocation. Councilman Lynn Bryan introduced members of Boy Scout Troop #12, who led the pledge of allegiance.

Council Vice President Buddy Palmer called the meeting to order at 6:00 p.m.

**CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER**

Council Member L Bryan moved, seconded by Council Member Jennings, to confirm the agenda and agenda order, as presented. Of those present, the vote was unanimous in favor.

**PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA**

**PROCLAMATIONS**

**IN THE MATTER OF PROCLAMATION FOR QUEEN'S REWARD MEADERY**

Mayor Jason Shelton presented a proclamation proclaiming May 25, 2021, as Queen's Reward Meadery Day. APPENDIX A

**IN THE MATTER OF PROCLAMATION TO LESLIE PURVIS TALLEY**

Mayor Jason Shelton presented a proclamation to Mrs. Leslie Purvis Talley proclaiming May 21, 2021, as Leslie Purvis Talley Day. APPENDIX B

**IN THE MATTER OF RECOGNITION OF BOY/GIRL SCOUTS**

Mayor Jason Shelton recognized 3 members of Boy Scout Troop #12, along with Duke Loden. The Scouts recognized were Isaac Shumaker, Daklin McCullough and Tanner Jones.

### **IN THE MATTER OF PUBLIC RECOGNITION**

Council Member Nettie Davis thanked everyone who remembered her and her family during the time of the death of her brother, Jimmie Young.

Council Member Travis Beard first commended Mrs. Davis for her dedication to the City of Tupelo and the Tupelo City Council by attending tonight's meeting, even though she is going through the time of the death of her brother.

Council Willie Jennings thanked Mrs. Davis for attending the meeting tonight. Then he thanked his colleagues, the City's administrations, the Department Heads and all the Ward 7 supporters for the last 12 years.

### **IN THE MATTER OF MAYOR'S REMARKS**

The Mayor asked that a copy of the 'State of the City' address be added to his remarks, which is attached as APPENDIX C. He, too, thanked Mrs. Davis for her dedication and love for the City of Tupelo. The tornado cleanup is coming along well. Public Works and volunteers have made a big difference in getting all the debris cleaned up. There is a cleanup day scheduled for the Park Hill area on Saturday, as well as, Garden Spruce Up day scheduled for Haven Acres on Saturday.

### **IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING**

No one appeared to speak on the public hearing for the following properties:

| Parcel      | Location            |
|-------------|---------------------|
| 089J3131800 | 1004 W JEFFERSON ST |
| 077Q3615300 | 1527 CENTRAL        |
| 077P3500600 | 2411 DANNY ST       |
| 113J0703700 | 1016 CHICKASAW TRL  |
| 101A0220500 | 469 S THOMAS ST     |
| 075R2205600 | 3575 LANSDOWNE DR   |

### **IN THE MATTER OF RESOLUTION FOR AD VALOREM TAX EXEMPTION FOR LEGGETT & PLATT COMPONENTS #0341**

Council Member Whittington moved, seconded by Council Member Beard, to approve the resolution granting ad valorem tax exemption to Leggett and Platt Components Company, LLC #0341. Of those present, the vote was unanimous in favor. APPENDIX D

### **IN THE MATTER OF RESOLUTION FOR AD VALOREM TAX EXEMPTION FOR LEGGETT & PLATT COMPONENTS #0908**



Council Member Jennings moved, seconded by Council Member Davis, to approve the resolution granting ad valorem tax exemption to Leggett and Platt Components Company, LLC #0908. Of those present, the vote was unanimous in favor. APPENDIX E

**IN THE MATTER OF RESOLUTION FOR AD VALOREM TAX EXEMPTION FOR LEGGETT & PLATT COMPONENTS #4201**

Council Member Davis moved, seconded by Council Member Beard, to approve the resolution granting ad valorem tax exemption to Leggett and Platt Components Company, LLC #4201. Of those present, the vote was unanimous in favor. APPENDIX F

**IN THE MATTER OF APPROVAL OF COUNCIL MINUTES OF MAY 4, 2021**

Council Member Whittington moved, seconded by Council Member Jennings to approve the minutes of the Regular City Council meeting held on May 4, 2021. Of those present, the vote was unanimous in favor.

**IN THE MATTER OF APPROVAL OF BILL PAY**

Bills were reviewed at 4:30 p.m. by Council members: Markel Whittington, Travis Beard, and Buddy Palmer; and Accounts Payable Clerk, Traci Dillard. Council Member Jennings moved, seconded by Council Member Whittington, to approve the payment of the checks, bills, claims and utility adjustments. Of those present, the vote was unanimous in favor. APPENDIX G

**IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS**

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

**IN THE MATTER OF BUDGET AMENDMENT #7**

Council Member Davis moved, seconded by Council Member Beard, to approve Budget Amendment #7, as presented by CFO/City Clerk Kim Hanna. Of those present, the vote was unanimous. APPENDIX I

**IN THE MATTER OF RE-APPOINTMENT OF BRIDGETTE WILSON TO THE CITIZEN'S POLICE ADVISORY BOARD**

Council Member Whittington moved, seconded by Council Member Beard, to approve the re-appointment of Bridgette Wilson to the Citizen's Police Advisory Board, upon the recommendation of Mayor Shelton. Of those present, the vote was unanimous in favor.

**IN THE MATTER OF SALES PARAMETER BOND RESOLUTION IN CONNECTION WITH THE SALE OF TIF BONDS - FAIRPARK TIF DISTRICT**

The following documents were taken up for consideration in connection with the Tupelo Fairpark District Development Project:

(A) RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF TAXABLE TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2021 (FAIRPARK DISTRICT DEVELOPMENT PROJECT), OF THE CITY OF TUPELO, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000) (THE "BONDS") TO RAISE MONEY FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING THE INFRASTRUCTURE IMPROVEMENTS (AS HEREINAFTER DEFINED), FUNDING THE DEBT SERVICE RESERVE FUND, IF APPLICABLE, AND PAYING COSTS OF ISSUANCE FOR THE BONDS; AND FOR RELATED PURPOSES.

(B) BOND PURCHASE AGREEMENT (PRIVATE PLACEMENT)

Council Member Whittington moved, seconded by Council Member Beard, to approve the above referenced items. The motion was unanimously approved and both items are attached as APPENDIX J and APPENDIX K in these Minutes.

**IN THE MATTER OF PLANNING COMMITTEE MINUTES OF MAY 3, 2021**

Council Member Beard moved, seconded by Council Member Whittington, to accept the Minutes of the Planning Committee on May 3, 2021. The vote was unanimous in favor. APPENDIX L

**IN THE MATTER OF LOT MOWING**

Council Member Beard moved, seconded by Council Member Davis, to approve the final lot mowing list, as submitted. Of those present, the vote was unanimous in favor, and a copy of the list is included as APPENDIX M.

**IN THE MATTER OF MAJOR THOROUGHFARE COMMITTEE MINUTES FOR FEBRUARY 8, MARCH 8 AND APRIL 12, 2021**

Council Member Jennings moved, seconded by Council Member Davis, to approve the Minutes of the Major Thoroughfare Committee on February 8, March 8 and April 12, 2021. The vote was unanimous in favor. APPENDIX N

**IN THE MATTER OF LIST OF CURRENT UNMARKED VEHICLES**

Police Chief Bart Aguirre submitted a list of unmarked vehicles, used by the Tupelo Police Department, to be approved by Council. Council Member L Bryan moved, seconded by Council Member Whittington, to approve the list, as submitted. The vote was unanimous in favor. APPENDIX O

**IN THE MATTER OF MEMORANDUM FROM DEPARTMENT OF VETERANS AFFAIRS**

Police Chief Bart Aguirre requested the Council to approve a Memorandum of Understanding between the Tupelo Police Department and Veterans Affairs Police Department, Memphis Veterans Affairs Medical Center. Council Member M Bryan moved, seconded by Council Member Jennings, to approve the MOU. The vote was unanimous in favor. APPENDIX P

**IN THE MATTER OF NEW APPOINTMENT TO THE TPRD ADVISORY BOARD**

Council Member Davis moved, seconded by Council Member Beard, to approve the appointment of Mattie Mabry to fill the open Ward 7 position on the Tupelo Parks and Recreation Advisory Board. The vote was unanimous in favor. APPENDIX Q

**IN THE MATTER OF BID FOR TENNIS COURT LIGHTING PROJECT BID #2021-012PR**

The reverse bid process was used to procure bids for the purchase of Bid 2021-012PR Tennis Court Lighting Project, as required by law. Councilman M Bryan moved, seconded by Councilman Jennings, to award Bid 2021-012PR Tennis Court Lighting Project to the lowest and best qualified bid submitted by Qualite Sports Lighting, LLC in the amount of \$70,899.00. The vote was unanimous in favor. A copy of the request to award, Bid Tabulation Sheet and other supporting documentation are attached hereto as APPENDIX R.

**IN THE MATTER OF APPROVAL OF TPRD ADVISORY BOARD MINUTES FOR MARCH 23, 2021 AND APRIL 13, 2021**

Council Member Whittington moved, seconded by Council Member L Bryan, to accept the Minutes of the Tupelo Park and Recreation Department Advisory Board of March 23 and April 13, 2021. The vote was unanimous in favor. APPENDIX S

**IN THE MATTER OF CHANGE ORDER #3, SITE IMPROVEMENTS – #2019-017CO**

Change order #3 for Bid 2019-017CO - Site Improvements - was submitted for approval by the Council. This change order serves as a reconciliation item for the completed project and will decrease the contract by \$2,673.00. Council Member Davis moved, seconded by Council Member Beard to approve the change order. The vote was unanimous in favor. APPENDIX T

**IN THE MATTER OF CHANGE ORDER #3, STRUCTURAL CONCRETE #2019-018CO**

Change order #3 for Bid 2019-018CO - Structural Concrete - was submitted for approval by the Council. This change order serves as a reconciliation item for the completed project and will increase the contract by \$15,786.00. Council Member Beard moved, seconded by Council Member Whittington to approve the change order. The vote was unanimous in favor. APPENDIX U

**IN THE MATTER OF CHANGE ORDER #3, MASONRY #2019-019CO**

Change order #3 for Bid 2019-019CO - Masonry - was submitted for approval by the Council. This change order serves as a reconciliation item for the completed project and will decrease the contract by \$3,876.80. Council Member Jennings moved, seconded by Council Member Beard to approve the change order. The vote was unanimous in favor. APPENDIX V

**IN THE MATTER OF CHANGE ORDER #3, GLASS AND GLAZING #2019-022CO**

Change order #3 for Bid 2019-022CO - Glass and Glazing - was submitted for approval by the Council. This change order serves as a reconciliation item for the completed project and will decrease the contract by \$5,000.00. Council Member Whittington moved, seconded by Council Member M Bryan to approve the change order. The vote was unanimous in favor. APPENDIX W

**IN THE MATTER OF CHANGE ORDER #3, GENERAL WORKS #2019-024CO**

Change order #3 for Bid 2019-024CO - General Works - was submitted for approval by the Council. This change order serves as a reconciliation item for the completed project and will increase the contract by \$3,903.70. Council Member Beard moved, seconded by Council Member M Bryan to approve the change order. The vote was unanimous in favor. APPENDIX X

**IN THE MATTER OF CHANGE ORDER #3, MECHANICAL AND PLUMBING #2019-027CO**

Change order #3 for Bid 2019-027CO - Mechanical and Plumbing - was submitted for approval by the Council. This change order serves as a reconciliation item for the completed project and will decrease the contract by \$2,134.00. Council Member Jennings moved, seconded by Council Member Beard to approve the change order. The vote was unanimous in favor. APPENDIX Y

**IN THE MATTER OF CHANGE ORDER #3, ELECTRICAL #2019-028CO**

Change order #3 for Bid 2019-028CO - Electrical - was submitted for approval by the Council. This change order serves as a reconciliation item for the completed project and will increase the

contract by \$4,947.28. Council Member M Bryan moved, seconded by Council Member Beard to approve the change order. The vote was unanimous in favor. APPENDIX Z

**IN THE MATTER OF APPROVAL OF AN ORDINANCE TO ENACT A DEPOSIT INCREASE FOR TEMPORARY WATER METERS**

Council Member Whittington moved, seconded by Council Member Beard, to approve the Ordinance - Amendment to all Previous Ordinances Establishing Schedule of Rules and Fees for Utility Services Furnished to Consumers of the City of Tupelo. The vote was unanimous in favor. APPENDIX AA

**IN THE MATTER OF APPROVAL OF CONTRACT WITH WILLIAM E. GROVES, INC. dba GROVES ELECTRICAL SERVICES FOR BID 2021-007WL**

Council Member M Bryan moved, seconded by Council Member Davis, to approve the contract with William E. Groves, Inc. dba Groves Electrical Services for Bid 2021-007WL, - 46kV pole change-out from Southwest Tupelo substation to Northwest Tupelo substation, in the amount of \$740,642.35. The vote was unanimous in favor. APPENDIX BB


**ADJOURNMENT**

There being no further business to come before the Council at this time. Council Member Jennings moved, seconded by Council Member M Bryan to adjourn at 6:45 p.m. This the 18th day of May, 2021.

  
Mike Bryan, President  
City Council

ATTEST:

  
Missy Shelton, Clerk of the Council

  
Jason Shelton, Mayor  
June 1, 2021  
Date



OFFICE OF THE MAYOR

# QUEEN'S REWARD MEADERY PROCLAMATION

**WHEREAS**, Queen's Reward Meadery, located in Tupelo, Mississippi, is the state's first and only meadery and one of only a handful in the Southeast; and

**WHEREAS**, Queen's Reward is considered a winery by the federal government and the State of Mississippi, and is one of only two operating wineries in Mississippi; and

**WHEREAS**, since becoming a federally licensed winery in 2016, Queen's Reward has converted over 30,000 pounds of honey into wine – the only meadery or winery that uses 100% Mississippi honey in all of its products; and

**WHEREAS**, Queen's Reward has won 28 medals in international wine competitions since 2018; and

**WHEREAS**, Queen's Reward's Winter Spice was selected in Allrecipes magazine and allrecipes.com "50 Food Gifts from 50 States" as the food gift to receive from Mississippi in 2020; and

**WHEREAS**, Queen's Reward has been mentioned in Cooking with Paula Dean, Rolling Stone Magazine-France, Good Grit Magazine, Forbes Magazine, Mud and Magnolias, Wine for Food Online, as well as many others; and

**WHEREAS**, Queen's Reward Meadery was instrumental in producing and distributing hand sanitizer during and after the peak of the Covid-19 pandemic, mostly at no cost to businesses and residents of Tupelo and the surrounding area; and

**WHEREAS**, Queen's Reward Meadery will celebrate its 3<sup>rd</sup> Anniversary on May 25, 2021 – the same day as International Wine Day.

**NOW, THEREFORE**, I, Jason L. Shelton, Mayor of the City of Tupelo, Mississippi, do hereby proclaim May 25, 2021 as

## QUEEN'S REWARD MEADERY DAY

in the city of Tupelo, and I do hereby encourage all citizens to recognize and celebrate its accomplishments.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tupelo, Mississippi to be affixed this the 18<sup>th</sup> day of May, 2021.

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Jason L. Shelton, Mayor

**ATTEST:**

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Kim Hanna, City Clerk



OFFICE OF THE MAYOR

# LESLIE PURVIS TALLY

## PROCLAMATION

**WHEREAS**, Lawhon Elementary School teacher, Leslie Tally was named the 2021 Mississippi Teacher of the Year by the Mississippi Department of Education; and

**WHEREAS**, Mrs. Tally decided in Kindergarten to become a teacher, and she never swayed from that decision, her inspiration is rooted in the influence of other educators early in her life - most influentially was her father, who retired from a career that spanned forty-seven years as a teacher and coach; and

**WHEREAS**, Mrs. Tally believes all children deserve the opportunity to develop cognitively, socially, emotionally, and physically in a risk-free learning environment; and

**WHEREAS**, Mrs. Tally's greatest contributions and accomplishments in education stem from her drive to enhance her own instruction for her students and also share what she has learned with fellow teachers, particularly in the area of literacy; and

**WHEREAS**, after teaching third grade and first grade, Mrs. Tally taught in a program that provided explicit phonics in instruction for students with dyslexic tendencies. It was during this time that she found her true niche in education: supporting literacy development by providing systematic, multi-sensory instruction; and

**WHEREAS**, Mrs. Tally developed an entire phonics sequence of instruction and corresponding materials for her grade level. Most recently, at Lawhon Elementary School, she has established a specialized Reading Foundations class to support struggling readers; organized a virtual readers theater; created fluency educational materials to share in the community; and created a "Breakfast Book Club" to develop reading fluency; and

**WHEREAS**, Mrs. Tally has fostered community relationships by orchestrating an annual "Open Door Days," in her classroom, and she is an active member of First Baptist Church of Tupelo. Her community involvement extends to reach an online community as well; Mrs. Tally constructed a literacy-based website, *Tally Tales Literacy*, where she supports literacy instruction through blog posts and digital resources she creates. Her materials and products have been implemented into district curricular resources and classrooms throughout the United States.

**NOW, THEREFORE**, I, Jason L. Shelton, Mayor of the City of Tupelo, Mississippi, do hereby proclaim May 21, 2021 as

## LESLIE PURVIS TALLY DAY

in the city of Tupelo, and I do hereby encourage all citizens to recognize and celebrate her contributions and accomplishments in education.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tupelo, Mississippi to be affixed this the 18<sup>th</sup> day of May, 2021.

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Jason L. Shelton, Mayor

**ATTEST:**

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Kim Hanna, City Clerk

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## **TUPELO PLAN**

**T – Transportation**

**U- Urban Development**

**P- Public schools/Public Safety**

**E – Economic Development**

**L – Low Taxes, Limited Spending, Less Regulation**

**O – Openness In Government**

**5 PILLARS OF SUCCESS that have guided our administration since 2013**

**Financial**

**Economic Development**

**Infrastructure**

**Quality of Life**

**Public Safety**

**TASK FORCES, BOARD and COMMITTEES led by Tupelo citizens**

**Community Outreach Committee**

**Homeless Task Force**

**The Health Council**

**Tupelo Reads**

**Police Advisory Board**

**Tupelo Transit**

**Quality of Life**

**Real Talk Tupelo**

**Historic Preservation**

**Planning Committee**

**Tupelo Public School Board**

**TRA**

**Major Thoroughfare**

**Tupelo Economic Recovery Task Force**



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Thank you for being with me today to deliver the State of the City Address. I have good news to share about our city. First let me start by thanking the Tupelo City Council for their hard work and dedication:

Markel Whittington, Ward 1

Lynn Bryan, Ward 2

Travis Beard, Ward 3

Nettie Davis, Ward 4

Buddy Palmer, Ward 5

Mike Bryan, Ward 6

Willie Jennings, Ward 7

Recognition of Mrs. Jessica Shelton, son William, and family in attendance

Together with Tupelo City Council, our administration has worked through many obstacles this year. 2020 dealt our City, State, Country and World a difficult hand. What was to be a celebratory year of Tupelo's 150<sup>th</sup> birthday, we instead faced one of our most difficult challenges in history. Simultaneously a health, economic *and* social crisis, the COVID-19 pandemic demanded strong leadership to address the multi-dimensional challenges it created. The City of Tupelo responded early and operated effectively on every level. With health and safety of its citizens a priority, the city continued to deliver critical city services while collaborating with several local partners to address the needs of its community. Our administration put in effect Executive Orders to help stop the spread of the virus, created a COVID-19 Task Force, and adapted work schedules for telework where applicable. Our IT department transitioned key workers to a remote work force, rolled out video conferencing technology to all needed members of our team, as well as implemented cost saving measures for technology city wide in security, hardware and software. Our administration communicated with our local medical experts for health updates, as well as communication with CDF, Council of Governments, and our industry leaders. Tupelo City Council adapted their meetings to ZOOM, the Mayor's office conducted daily Facebook Live updates for our community, and we created the Tupelo Economic Recovery Task Force to assist our businesses with the daunting task of overcoming the huge economic loss due to the pandemic shut down. I am proud of our response, and the many caring citizens who stepped up to help and guide our city during this global crisis.

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In spite of a global pandemic, the Tupelo City Council and each City of Tupelo department did their jobs---and they did them well. Today I have the great privilege to deliver this address with confidence knowing that by every measurable indicator of success, the State of the City is strong.

The platform that has guided our administration since 2013 is the TUPELO PLAN. I would like to discuss five of the pillars used to assess our All America City: Financial, Economic Development, Infrastructure, Quality of Life, and Public Safety.

### **Financial (1<sup>st</sup> Pillar)**

Since 2013, we have spent \$96,704,847 in the capital and infrastructure fund. These projects were funded with \$41,057,967 in bond proceeds, \$11,731,967 in federal and state grants and loans, an energy lease (ESCO) of \$4,353,000 and transfers from other funds such as CVB and the general fund of \$39,561,913. The excess revenue over expenditures from the general fund which is transferred to the capital and infrastructure fund totals \$16,705,993 since fiscal year 2013. The general fund designates 1 mill for capital improvement and a portion of the district road tax received from Lee County (1,035,000). Since 2013 Major Thoroughfare Project has spent \$45,212,466 for street improvements and street maintenance. This has been funded with a 10 mill special levy voted on by the citizens.

### **Economic Development (2<sup>nd</sup> Pillar)**

Successful and thriving cities are proactive and determined to push their community forward. Both commercial and residential development is a good indicator that a city is thriving. 680 new homes have been built in Tupelo since 2013. In looking at the numbers over the last four years in Tupelo's development, our city is experiencing a construction boom and stronger than ever. I think it's important to share the numbers since 2017 in order to give you a clearer understanding of the success of Tupelo's development.

In 2017, construction permits totaled \$76.4 million, with 110 new single-family houses and 21 residential lots approved for subdivision. 2018 saw a modest increase with \$76.7 million total construction permits and 81 new single-family houses. The trend continued upward in 2019 with \$81.7 million in permits, 161 new single-family houses and 146 residential lots approved. But most impressive

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was 2020. Despite a global pandemic, we saw the highest number in Tupelo's history of development with \$103,674,414 million in total construction value resulting in 120 new single-family homes and 89 residential lots approved. These development investments in our city indicate strong growth and a sound future for Tupelo.

Average construction costs for housing started with \$190,706 in 2017, \$218,569 in 2018, \$158,292 in 2019, and a jump to \$211,210 in 2020. The values for 2019 and 2020 include the results of an effort to get new housing built in affordable price ranges. In the Hancock Estates and King Pines projects, 76 new houses were built at an average construction value of \$138,000. In the West Jackson Street redevelopment area, 14 permits have been issued with an average construction value of \$83,500. The fact that these city-supported projects have taken off while the general housing market has also been active suggests that the city's investment in this sector is having a positive effect.

The West Jackson development project is nearing the point that all of its developed lots on Ingram Drive and Cicada Cove are built or under contract. There is additional land available and potential to continue acquisition in the Chapman Street area. The project will continue to redevelop the area, but it is a good point at which to look at the results so far.

The city has provided \$1,891,460 in funding to the Neighborhood Development Corporation for West Jackson. With those funds NDC acquired an inventory of property, which has generated \$2,021,983 in new construction and renovation so far. Along with that impact, NDC still has \$692,438 in cash and \$1,102,556 in land to continue the redevelopment process. Those assets plus the new construction value indicate that the project has returned the original investment plus \$1,925,517.

The city also invested \$1,445,261 in infrastructure which represents city-owned assets that will require less ongoing maintenance than the old infrastructure that was replaced.

This rough overview of the return on the city's investment does not take in account the indirect value added to the tax base of the surrounding neighborhoods. Direct year to year comparison of tax value is complicated by the county reassessment,

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but anecdotal information reported NDC is that per square foot selling prices in the area went up by 30% or more.

Based on the results so far, it appears that the project will be able to achieve the redevelopment of the property still on hand, without any additional cash from the city. There is the possibility that future acquisitions might require some more infrastructure, but NDC's current position is to seek cost sharing arrangement with developers for the upcoming phases rather than providing all of the infrastructure.

Based on this development information, Tupelo's future looks brighter than ever.

### **Infrastructure (3<sup>rd</sup> Pillar)**

#### **Tupelo Airport**

The travel industry has been negatively affected during the pandemic, and Tupelo Regional Airport continued to serve with all safety precautions in place. We are excited to welcome Joe Wheeler on board, the new Director for Tupelo Regional Airport. With his experience and guidance of the great Board of Directors, I trust the excellent service and convenience that you've come to know and expect from Tupelo Regional Airport will continue.

#### **Major Thoroughfare Program**

Tupelo Major Thoroughfare Program is now over 30 years strong and still the only municipal road program in the state. Every five years the citizens of Tupelo vote whether to continue this program, and once again voted in February to continue Major Thoroughfare Phase VII in our city with 90% of votes cast in favor. I want to thank the citizens of Tupelo for continuing to support and vote for better roads throughout our city. We have kept the community's trust, and they have continued to support this amazing program.

#### **Tupelo Public Works**

Tupelo Public Works had another busy 2020 keeping our city property maintained with mowing, picking up brush and trash, sweeping our streets, addressing drainage issues, installing signage, and a multitude of other tasks. This group of employees also keep our city vehicles serviced. Many do not realize how large their scope of work is—from planting flowers and shrubs to beautify our city to clearing streets from snow and ice—the employees of Tupelo Public Works are an important factor in every city project. This year, Tupelo Public Works is on track to accomplish over 4.5 million in overlay.

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### **Tupelo Water & Light**

The Tupelo Water & Light Department had a busy year completing installation of water and sanitary sewer lines to the newly annexed areas of Tupelo within 4 years at a cost of \$23 million. New elevated water storage tanks were installed on Purnell Road and Indian Hills to improve water pressure to these areas and reduce the city's fire rating. They also completed installation of the AMI meter reading system at a cost of \$15 million. This automated system increases the speed and quality of our electric and water meter reading. It also allows us to provide better customer service with on-demand reads to alert customers in real-time of possible water leaks or unusually high electric usage. The Tupelo Water & Light Department has also begun to replace our existing high-pressure sodium street lighting with LED lighting throughout the city. LED street lighting is cost efficient, brighter and more reliable with a longer life span and less maintenance costs. These projects along with many others improve our city's infrastructure and quality of life.

### **Quality of Life/Sense of Place (4<sup>th</sup> Pillar)**

#### **Tupelo Convention and Visitors Bureau**

Tupelo Convention and Visitors Bureau shifted its focus in 2020 to serve as an information clearinghouse for tourism partners on all local and state Executive Orders. The bureau maintained a resource page on tupelo.net to share the most up-to-date information on health and safety protocols at Tupelo's attractions, restaurants and hotels. CVB received CARES Act Funding through the Mississippi Tourism Recovery Fund and used this to implement and launch the new campaign to visit Tupelo---"Where Tomorrows Are Made"---a campaign to inspire people to visit Tupelo when the time is right. CVB also assisted the Tupelo Economic Recovery Task Force on its Keep Tupelo Open campaign to encourage citizens and visitors to mask up and follow CDC health and safety guidelines. The pandemic halted the planned celebrations for Tupelo's Sesquicentennial, so the bureau redirected funding to renovate the Oren Dunn City Museum, creating a legacy project to celebrate 150 years of Tupelo. Despite 2020's challenges, the bureau received impressive awards and accolades including Southeast Tourism Society's CVB of the Year, as well as awards from the Mississippi Tourism Association, the Public Relations Association of Mississippi, and the Public Relations Society of America.

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### **BancorpSouth Conference Center**

2020 was devastating for live performance venues, and the BancorpSouth Conference Center's last concert was a great one—Jason Aldean was the highest grossing country music concert in the history of the BancorpSouth Arena. Hopefully, we will see more of these amazing acts later in 2021 when it is safe to gather. Despite the pandemic setback, BancorpSouth Arena was busy with their 15 million dollar expansion—completed 4 months ahead of schedule and 1% under budget. The Conference Center was upgraded to better serve larger groups and conferences and received state of the art audio visual components and top of the line WiFi for guests.

### **Tupelo Parks & Recreation**

Tupelo Parks & Recreation continued to operate within safety guidelines set forth for activities in 2020. Despite the restrictions, Tupelo Parks & Recreation, their parks and all facilities put on 20 community events. Approximately 150,000 people either visited or participated in programs or parks and rented facilities. Twenty-eight athletic events in 2020 generated over 1.8 million dollars of economic contributions to the city. Tupelo Aquatic Center hosted 5 meets in 2020 with a combined 1900 swimmers. \$137,000 was generated from regular programming. Since it opened the Aquatic Center has generated over 6.2 million dollars in economic contributions to our city. Thanks to the Legacy Project of the Tupelo Convention and Visitors Bureau, Oren Dunn Museum has been undergoing an exciting renovation which started in 2020. Adapting to pandemic norms, the Dudie Burger Festival was a drive-thru event with over 800 participating. Oren Dunn Museum also formed community partnerships with the Gum Tree Museum of Art, the Brices Crossroads Interpretive Center and the Mississippi Department of Archives and History. The Elvis Presley Birthplace was heavily impacted by the pandemic. Operating under all covid safety precautions, the birthplace continued to operate and welcome visitors. We have confidence that once worldwide restrictions are lifted, the birthplace will once again see their usual 100 thousand plus visitors annually. All of these mentioned are part of Tupelo Parks & Recreation, a department that continues to strive for excellence. In 2020 they, along with Tupelo Aquatic Center and Oren Dunn Museum, received a total of 5 Awards of Excellence from Mississippi Recreation and Parks Association.

### **Downtown Tupelo Main Street Association**

The Historic Downtown Business and Entertainment District continues to be one of the most growing areas of our city. Fairpark Phase IV will create 35 new

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owner-occupied homes, and only 7 lots are left to purchase. 17.5 million dollars in private investment in Fairpark includes a boutique hotel, offices and upper floor housing which will be completed this year. The global pandemic created challenges, however expansion and growth of downtown was still significant. Thankfully no businesses were lost in the downtown business district, and 3 new businesses opened in 2020. Downtown Tupelo Main Street Association stepped up to the need of their businesses, creating a fundraiser for a mini-grant program, developed an online resource library for businesses and one-on-one technical assistance to traverse the challenges of the pandemic. Downtown Tupelo Main Street Association won 3 Mississippi Main Street Awards....Best Merchandising Award for Blairhaus, Best Marketing Video Award, and I was honored to receive the Main Street Hero Award. Along with Tupelo Convention and Tourism Bureau, they received the Best Event Award from Mississippi Tourism Association for the Tupelo New Year's Eve Celebration. I am hopeful that we can have an even better New Year's Eve celebration in 2021! But topping it all, Downtown Tupelo Main Street Association was honored and designated as 1 of only 3 Great America Main Streets by the National Main Street Center. This coveted award is the pinnacle of awards for Main Streets, and we are thrilled that Downtown Tupelo Main Street Association has been recognized and honored for their amazing work.

### **Keep Tupelo Beautiful**

Despite the pandemic curbing the activities of the year, Keep Tupelo Beautiful accomplished wonderful things in our city. With the help of wonderful volunteers, they planted over 20,000 daffodil bulbs in public spaces including Theron Nichols Park, Robins Field and McCullough Boulevard. Over 250,000 bulbs have been planted over the years. 2020 saw many collaborations with local groups and businesses. Keep Tupelo Beautiful and Cooper Tire worked together for America Recycles Day to host a community tire-recycling event, and another successful collaboration was the new initiative Project Solution—a partnership with the City of Tupelo, Tupelo's Homeless Task Force, **Tupelo Municipal Court** and Keep Tupelo Beautiful. This project utilized homeless individuals to work and make a better life for themselves through cleaning our roadways. Many of these individuals have transitioned to permanent housing as well as full-time employment through Project Solution. The Music Bend Nature Trail Arboretum was established in 2020 with the help of Tupelo Garden Club, showcasing 42 varieties of trees. They also recognized the hard work of our healthcare frontline workers by distributing flower and vegetable seed packets for appreciation. Their

## Page 9

work continues to raise the bar, and Keep Tupelo Beautiful won the Keep Mississippi Beautiful 2020 Affiliate Award for the second year in a row.

### **Tupelo Task Forces**

Tupelo's Quality of Life is enhanced best by involving our citizens. The City of Tupelo has several task forces which are designed to address causes and issues in our city:

Community Outreach Committee

Homeless Task Force

The Health Council

Tupelo Reads

Police Advisory Board

Tupelo Transit

Quality of Life

Tupelo Economic Recovery Task Force

Real Talk Tupelo

If you are a member of a Task Force, I want to thank you for offering your time, talent and commitment to make Tupelo the very best it can be.

### **Public Safety 5<sup>th</sup> Pillar/Police and Fire**

Our commitment to public safety was unparalleled in 2020 with the outbreak of COVID-19. We were charged with protecting our citizens and city as best possible to stop the spread of the virus. I want to personally thank Tupelo Fire Chief Thomas Walker for his leadership in serving and administering our city's response. Monitoring threat levels as posted by the Centers for Disease Control, Mississippi Department of Health, and North Mississippi Medical Center, Chief Walker, city administration, and Tupelo City Council put in place plans and continuously updated precautions and protocol necessary to keep our community safe.

While health concerns were priority during this time, both Tupelo Police Department and Tupelo Fire Department continued to protect our city during the pandemic.

The pandemic presented massive organizational and procedural challenges to Tupelo Police Department operations. Adapting to CDC protocol for the safety of staff, officers and the citizens we serve, changes made enabled Tupelo Police Department to handle each call and situation safely. One example of altered operation was the extensive use of phone and email communications between the



## Page 10

police department and citizens to complete reports and other documentation on certain crimes. TPD continues to protect and serve our city with all precautions in place. In 2020, they hosted a Career Day with attendance from all units. The goal was to provide possible and future police officers and their families with an opportunity to speak to police one on one. Several applicants attended and are currently in the Police Academy. One of the best outreach programs that Tupelo Police Department provides is Shop With A Cop. In December of 2020, our officers participated with students from Carver Elementary, providing a Christmas shopping trip for children in need. This continues to be such a special time for these children and their parents.

Our heroes at Tupelo Fire Department served with integrity in 2020 once again, many times being the first responders for life-threatening situations. In addition to their service in our city, a team of Tupelo Firefighters was sent to assist search and rescue for neighbors in Louisiana, Alabama and South Mississippi during hurricane season.

I commend each police officer and firefighter for their continued commitment to the safety of our citizens. Each of these first responders work in high risk situations, and we simply cannot thank them enough.

### **Human Resources**

Particularly essential for managing the 600 plus city employees during the COVID-19 pandemic was an efficient Human Resources department. Aside from usual HR work, this department had to enforce health guidelines and assist employees with how and when to quarantine, explain exposure protocol for the employee and their families, and document medical records so the employee could return to work. The city had over 200 employees who were affected by the COVID-19 virus.

Each of these departments that I have featured today are an integral component of this incredible team for the City of Tupelo.

I want to again thank our team, and most importantly our community for the success of our city. We have been challenged by the COVID-19 pandemic, but Tupeloans are no strangers to adversity. Each of you rolled up your sleeves and did the hard work, stayed strong and forged through unprecedented circumstances.

## Page 11

Not you, not me, but WE have worked together. It is this great teamwork approach that allows me report that the State of our City is strong, our future is bright, and the Tupelo Spirit continues to shine.

Thank you. It has been an honor and privilege to serve as Mayor of Tupelo for the last eight years. May God bless you and God bless Tupelo.

### **Challenges:**

December 2013 – Sgt. Gale Stauffer/National Manhunt

April 2014 – Tornado (EF3)(Presidential Disaster)

November 2018 – Tornado (EF1)

May 2021 – Tornado (EF1)

Oct. 2019 – Tropical Storm Olga (Presidential Disaster)

Snow/Ice Storm 2021 – (Presidential Disaster)

2016 Civil Unrest

2020 Civil Unrest

Multiple winter weather and isolated flooding events

Successes:

Bond Rating

Debt Management

No New Taxes

16.7 million in budget surplus/excess revenue

Promises to annexed residents – work continues

## Page 12

### **Capital & Infrastructure Fund**

We have spent \$96,704,847 in the capital & infrastructure fund to date. These projects were funded with \$41,057,967 in bond proceeds, \$11,731,967 in federal and state grants and loans, an energy lease (ESCO) of \$4,353,000 and transfers from other funds such as CVB and the general fund of \$39,561,913.

The excess revenue over expenditures from the general fund which is transferred to the capital & infrastructure fund totals \$16,705,993 since fiscal year 2013.

The general fund designates 1 mill for capital improvements and a portion of the district road tax received from Lee County (1,035,000).

### **Thoroughfare Fund**

Since 2013 the thoroughfare has spent \$45,212,466 for street improvements and street maintenance. This has been funded with a 10 mill special levy voted on by the citizens.

Yes. Mainly due to the special obligation (15,000,000) for the Coliseum expansion which is not part of the Capital and Infrastructure Fund. We would be down otherwise.

The expansion project plus the state bond bill for \$500,000 was not part of the numbers that I gave you on the prior email. This project is in a separate fund.

Yes. The other big item was the tobacco forfeiture 1.7 million that the police were allowed to use on their headquarters. These funds were required to be expended in a separate fund and tracked by the federal government. The 1.7 million could be added as well.

The water & light department issued 14,675,000 in revenue bonds that are not included in our total debt. This was for the AMR meter project.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI,  
GRANTING EXEMPTION FROM AD VALOREM TAXES TO  
LEGGETT AND PLATT COMPONENTS COMPANY, INC. #0341**

The City Council of the City of Tupelo, Mississippi next took up consideration the matter of granting tax exemption from ad valorem taxes to **LEGGETT AND PLATT COMPONENTS COMPANY, INC. #0341** and the following Resolution, having first been reduced to writing was introduced.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI,  
GRANTING TAX EXEMPTION FROM AD VALOREM TAXES FOR A PERIOD OF  
TEN (10) YEARS TO LEGGETT AND PLATT COMPONENTS COMPANY, INC. #0341,  
AS AUTHORIZED BY SECTIONS 27-31-101, ET SEQ., AND 27-31-105, ET SEQ., OF  
THE MISSISSIPPI CODE OF 1972, AS AMENDED.**

**WHEREAS**, Leggett and Platt Components Company, Inc. maintains three (3) plant locations and has filed separate property tax renditions and exemption applications for each plant location to aid the company and the tax assessor's office in tracking exempt and taxable assets; and,

**WHEREAS**, Leggett and Platt Components Company, Inc. in its entirety constitutes and Enterprise under the City of Tupelo Economic Incentives Policy, and the investment threshold is most appropriately measure on a whole cooperation basis; and

**WHEREAS**, taken as a whole, Leggett and Platt Components Company, Inc. easily Exceeds the \$500,000 minimum requirement, having invested \$778,534.98 among its three (3) branch locations; and

**WHEREAS**, Leggett and Platt Components Company, Inc. #0341, filed in triplicate with this Council its application for exemption from ad valorem taxation; and

**WHEREAS**, Leggett and Platt Components Company, Inc. #0341, has produced written verification and documentation to this Council as to the authenticity and correctness of its



application in regard to the true value of the prayed for exemption and the completion date of the addition to or expansion of the facility or property or replacement of equipment; and

**WHEREAS**, this Council finds as a fact that the property described in the aforesaid application constitutes an addition to or replacement of property and equipment of an industrial enterprise of public utility which was completed with the year ending December 31, 2020, and that Leggett and Platt Components Company, Inc. #0341 is entitled to the exemption sought for a period of ten (10) years beginning on January 1, 2021, subject to approval and certification by Mississippi State Tax Commission.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Tupelo, Mississippi as follows:

1. That the Application for ad valorem tax exemption by Leggett and Platt Components Company, Inc. #0341 for a period of ten (10) year, beginning January 1, 2021 on the property described in the application filed by the company for tax exemption, be and the same is hereby approved subject to approval and certification by the Mississippi Tax Commission. Application is attached as Exhibit "A".
2. That Leggett and Platt Components Company, Inc. #0341 is hereby granted tax exemption on ad valorem taxes, except State and School District ad valorem taxation for a period of ten (10) years beginning January 1, 2021.
3. That the Clerk of this Council be, and she if hereby directed to spread a copy of This Resolution on the minutes of the Council; and that the Clerk shall forward the original and three (3) certified copies of the application and a certified copy of the transcript of this Resolution approving the Application to the Mississippi State Tax Commission for its approval and certification; and the Clerk shall also forward one certified copy to the Tax Assessor of Lee

County, Mississippi and obtain a Certificate of Tax Assessor stating that the property is itemized in the Application has been placed on the appropriate tax roll as "Non-Taxable", except for State and School District ad valorem taxes, for the duration of the exemption period only.

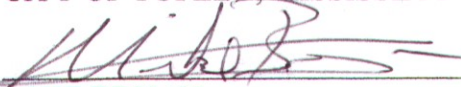
After a full discussion of this matter, Council Member Whittington moved that the foregoing Resolution be adopted and said motion was seconded by Council Member Beard and upon the question being put to a vote, the results were as follows:

|                           |               |
|---------------------------|---------------|
| Councilmember Whittington | <u>Aye</u>    |
| Councilmember L. Bryan    | <u>Aye</u>    |
| Councilmember Beard       | <u>Aye</u>    |
| Councilmember Davis       | <u>Aye</u>    |
| Councilmember Palmer      | <u>Aye</u>    |
| Councilmember M. Bryan    | <u>Absent</u> |
| Councilmember Jennings    | <u>Aye</u>    |

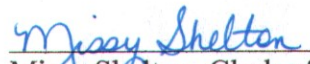
The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted.

**WHEREUPON**, the foregoing Resolution was declared passed and adopted at a regular meeting of the Council on the 18th day of May, 2021.

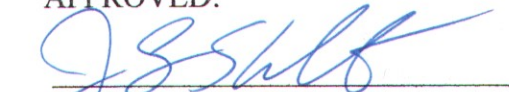
CITY OF TUPELO, MISSISSIPPI

  
MIKE BRYAN  
City Council President

ATTEST:

  
Missy Shelton, Clerk of Council

APPROVED:

  
JASON L. SHELTON, Mayor

May 18, 2021  
DATE

**CERTIFICATE OF TUPELO, MISSISSIPPI CITY CLERK**

STATE OF MISSISSIPPI

COUNTY OF LEE

I, Kim Hanna, do hereby certify that the above and foregoing is a true and correct copy of a resolution of the City of Tupelo, Mississippi, duly passed and adopted at a regular meeting of the City Council held on the 18th day of May, 2021.

This, the 19th day of May, 2021.



KIM HANNA  
CFO/CITY CLERK





**CERTIFICATE OF TAX ASSESSOR**

STATE OF MISSISSIPPI

COUNTY OF LEE

I, \_\_\_\_\_, Tax Assessor of Lee County, Mississippi do hereby certify that the above and foregoing property was entered on the "State Tax Only" or other appropriate tax roll on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 at \_\_\_\_\_ o'clock a.m. / p.m., for a period of ten (10) years each from and after the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

This, the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
LEE COUNTY TAX ASSESSOR

(SEAL)



**APPLICATION FOR AD VALOREM TAX EXEMPTION**

AS AUTHORIZED BY SECTION 27-31-101, et seq.,  
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Leggett & Platt Components Company, Inc. #0341

PHYSICAL ADDRESS 115 N. Industrial Road, Tupelo, MS 38801

TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Furniture

LOCATION - COUNTY Lee CITY Tupelo

DATE OF COMPLETION December 31, 2020 YEARS REQUESTED 10

NEW (SECTION 27-31-101)        EXPANSION (SECTION 27-31-105) X

NEW JOBS        ESTIMATED PAYROLL       

TRUE VALUE OF PROPERTY EXEMPTED \$66,407.43

\*Attach an itemized list of property to be exempted as Exhibit "A".

*The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Mississippi Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 30 day of March, 2021.*

Leggett & Platt Components Company, Inc. #0341  
Applicant (Name of Taxpayer)

By: Diane Burghart

Title: Diane Burghart, Staff VP-Domestic Tax

ATTEST:

SWORN TO AND SUBSCRIBED before me this the 30<sup>th</sup> day of  
March, 2021.

Rhonda Kay Crain Mrs.  
NOTARY PUBLIC

My Commission Expires  
8/4/24  
(SEAL)

RHONDA KAY CRAIN MRS.  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Jasper County  
My Commission Expires: August 04, 2024  
Commission Number: 12379298

## EXHIBIT A

LEGGETT & PLATT COMPONENTS COMPANY, INC. #0341  
115 N. INDUSTRIAL ROAD  
TUPELO, MS 38801

|                       |                         |
|-----------------------|-------------------------|
| MACHINERY & EQUIPMENT | 59,255.47               |
| OFFICE EQUIPMENT      | <u>7,151.96</u>         |
| TOTAL                 | <u><u>66,407.43</u></u> |

NOTE: A MORE DETAILED LIST OF THE EQUIPMENT IS ATTACHED  
HERETO AS SCHEDULE 1.

LEGGETT & PLATT COMPONENTS COMPANY, INC. #0341  
SCHEDULE 1

DETAILED LISTING OF TANGIBLE PROPERTY

| ASSET NUMBER                     | DESCRIPTION                            | COST                    | ACQ DATE   | NEW/USED                             |
|----------------------------------|--|-------------------------|------------|--------------------------------------|
| <b>MACHINERY &amp; EQUIPMENT</b> |  |                         |            |                                      |
| 372520000002                     | BATTERY & CHARGER FOR FORKLIFT #5      | 8,332.09                | 1/17/2020  | PURCHASED NEW                        |
| 599977                           | MP60 VERTICAL BALER                    | 13,621.10               | 6/5/2020   | PURCHASED NEW                        |
| 600183                           | BEKO MODEL RACT-250 CYCLING DRYER      | 6,842.73                | 10/14/2020 | PURCHASED NEW                        |
| 600229                           | REBUILT JUKI LU-2210N-7                | 2,842.00                | 9/2/2020   | PURCHASED NEW                        |
| 600230                           | REBUILT JUKI LU-2210N-7                | 2,842.00                | 11/9/2020  | PURCHASED NEW                        |
| 600329                           | DEKA BATTERY 36V AND CHARGER           | 9,303.94                | 12/11/2020 | PURCHASED NEW                        |
| 338360                           | ARC WELDER, WIRE FEED, MIG             | 2,000.00                | 10/22/1999 | TRANSFERRED IN FROM ANOTHER LOCATION |
| 338362                           | ARC WELDER-PORTABLE GASOLINE           | 2,000.00                | 10/22/1999 | TRANSFERRED IN FROM ANOTHER LOCATION |
| 338375                           | DRILL PRESS 5E                         | 1,000.00                | 10/22/1999 | TRANSFERRED IN FROM ANOTHER LOCATION |
| 380525                           | 50 HP 460V AIR COMPRESSOR              | 9,446.61                | 12/9/2003  | TRANSFERRED IN FROM ANOTHER LOCATION |
| 406539                           | PLASMA CUTTER                          | 1,025.00                | 10/21/2010 | TRANSFERRED IN FROM ANOTHER LOCATION |
|                                  | <b>TOTAL MACHINERY &amp; EQUIPMENT</b> | <u>59,255.47</u>        |            |                                      |
| <b>OFFICE EQUIPMENT</b>          |  |                         |            |                                      |
| 591412                           | MOTOROLA HANDHELD SCANNER              | 2,294.17                | 8/10/2016  | TRANSFERRED IN FROM ANOTHER LOCATION |
| 591414                           | MOTOROLA HANDHELD SCANNER              | 2,294.17                | 8/10/2016  | TRANSFERRED IN FROM ANOTHER LOCATION |
| 591415                           | MOTOROLA HANDHELD SCANNER              | 2,294.21                | 8/10/2016  | TRANSFERRED IN FROM ANOTHER LOCATION |
| 591418                           | BATTERY CHARGER FOR SCANNERS           | 269.41                  | 8/10/2016  | TRANSFERRED IN FROM ANOTHER LOCATION |
|                                  | <b>TOTAL OFFICE EQUIPMENT</b>          | <u>7,151.96</u>         |            |                                      |
|                                  | <b>TOTAL VALUE OF PROPERTY</b>         | <u><u>66,407.43</u></u> |            |                                      |



**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI,  
GRANTING EXEMPTION FROM AD VALOREM TAXES TO  
LEGGETT AND PLATT COMPONENTS COMPANY, INC. #4201**

The City Council of the City of Tupelo, Mississippi next took up consideration the matter of granting tax exemption from ad valorem taxes to **LEGGETT AND PLATT COMPONENTS COMPANY, INC. #4201** and the following Resolution, having first been reduced to writing was introduced.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, GRANTING TAX EXEMPTION FROM AD VALOREM TAXES FOR A PERIOD OF TEN (10) YEARS TO LEGGETT AND PLATT COMPONENTS COMPANY, INC. #4201, AS AUTHORIZED BY SECTIONS 27-31-101, ET SEQ., AND 27-31-105, ET SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.**

**WHEREAS**, Leggett and Platt Components Company, Inc. maintains three (3) plant locations and has filed separate property tax renditions and exemption applications for each plant location to aid the company and the tax assessor's office in tracking exempt and taxable assets; and,

**WHEREAS**, Leggett and Platt Components Company, Inc. in its entirety constitutes and Enterprise under the City of Tupelo Economic Incentives Policy, and the investment threshold is most appropriately measure on a whole cooperation basis; and

**WHEREAS**, taken as a whole, Leggett and Platt Components Company, Inc. easily Exceeds the \$500,000 minimum requirement, having invested \$778,534.98 among its three (3) branch locations; and

**WHEREAS**, Leggett and Platt Components Company, Inc. #4201, filed in triplicate with this Council its application for exemption from ad valorem taxation; and

**WHEREAS**, Leggett and Platt Components Company, Inc. #4201, has produced written verification and documentation to this Council as to the authenticity and correctness of its

application in regard to the true value of the prayed for exemption and the completion date of the addition to or expansion of the facility or property or replacement of equipment; and

**WHEREAS**, this Council finds as a fact that the property described in the aforesaid application constitutes an addition to or replacement of property and equipment of an industrial enterprise of public utility which was completed with the year ending December 31, 2020, and that Leggett and Platt Components Company, Inc. #4201 is entitled to the exemption sought for a period of ten (10) years beginning on January 1, 2021, subject to approval and certification by Mississippi State Tax Commission.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Tupelo, Mississippi as follows:

1. That the Application for ad valorem tax exemption by Leggett and Platt Components Company, Inc. #4201 for a period of ten (10) year, beginning January 1, 2021 on the property described in the application filed by the company for tax exemption, be and the same is hereby approved subject to approval and certification by the Mississippi Tax Commission. Application is attached as Exhibit "A".
2. That Leggett and Platt Components Company, Inc. #4201 is hereby granted tax exemption on ad valorem taxes, except State and School District ad valorem taxation for a period of ten (10) years beginning January 1, 2021.
3. That the Clerk of this Council be, and she if hereby directed to spread a copy of This Resolution on the minutes of the Council; and that the Clerk shall forward the original and three (3) certified copies of the application and a certified copy of the transcript of this Resolution approving the Application to the Mississippi State Tax Commission for its approval and certification; and the Clerk shall also forward one certified copy to the Tax Assessor of Lee



County, Mississippi and obtain a Certificate of Tax Assessor stating that the property is itemized in the Application has been placed on the appropriate tax roll as "Non-Taxable", except for State and School District ad valorem taxes, for the duration of the exemption period only.

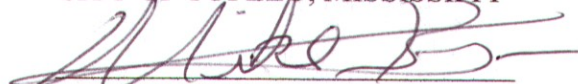
After a full discussion of this matter, Council Member Davis moved that the foregoing Resolution be adopted and said motion was seconded by Council Member Beard and upon the question being put to a vote, the results were as follows:

|                           |               |
|---------------------------|---------------|
| Councilmember Whittington | <u>Aye</u>    |
| Councilmember L. Bryan    | <u>Aye</u>    |
| Councilmember Beard       | <u>Aye</u>    |
| Councilmember Davis       | <u>Aye</u>    |
| Councilmember Palmer      | <u>Aye</u>    |
| Councilmember M. Bryan    | <u>Absent</u> |
| Councilmember Jennings    | <u>Aye</u>    |

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted.

**WHEREUPON**, the foregoing Resolution was declared passed and adopted at a regular meeting of the Council on the 18th day of May, 2021.

CITY OF TUPELO, MISSISSIPPI



MIKE BRYAN  
City Council President

ATTEST:

Missy Shelton  
Missy Shelton, Clerk of Council

APPROVED:

  
JASON L. SHELTON, Mayor

May 18, 2021  
DATE

CERTIFICATE OF TUPELO, MISSISSIPPI CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF LEE

I, Kim Hanna, do hereby certify that the above and foregoing is a true and correct copy of a resolution of the City of Tupelo, Mississippi, duly passed and adopted at a regular meeting of the City Council held on the 18th day of May, 2021.

This, the 19th day of May, 2021.

*Kim Hanna*

KIM HANNA  
CFO/CITY CLERK



**CERTIFICATE OF TAX ASSESSOR**

STATE OF MISSISSIPPI

COUNTY OF LEE

I, \_\_\_\_\_, Tax Assessor of Lee County, Mississippi do hereby certify that the above and foregoing property was entered on the "State Tax Only" or other appropriate tax roll on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 at \_\_\_\_\_ o'clock a.m. / p.m., for a period of ten (10) years each from and after the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

This, the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
LEE COUNTY TAX ASSESSOR

(SEAL)



# APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq.,  
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Leggett & Platt Components Company, Inc. #4201

PHYSICAL ADDRESS 2071 S. Green Street, Tupelo, MS 38801

TYPE OF INDUSTRY Manufacturing\_PRODUCT/SERVICE Furniture Components

LOCATION - COUNTY Lee CITY Tupelo

DATE OF COMPLETION December 31, 2020 YEARS REQUESTED 10

NEW (SECTION 27-31-101) \_\_\_\_\_ EXPANSION (SECTION 27-31-105) X

NEW JOBS \_\_\_\_\_ ESTIMATED PAYROLL \_\_\_\_\_

TRUE VALUE OF PROPERTY EXEMPTED \$650,281.43

\*Attach an itemized list of property to be exempted as Exhibit "A".  
 The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Mississippi Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant.  
 This application is submitted on the 30 day of March, 2021.

Leggett & Platt Components Co., Inc. #4201  
Applicant (Name of Taxpayer)

By: Diane Burghart

Title: Diane Burghart, Staff VP-Domestic Tax

ATTEST:

SWORN TO AND SUBSCRIBED before me this the 30<sup>th</sup> day of March 2021.

Rhonda Kay Crain Mrs.  
 NOTARY PUBLIC

My Commission Expires 8/4/24

[SEAL]

RHONDA KAY CRAIN MRS.  
 Notary Public - Notary Seal  
 State of Missouri  
 Commissioned for Jasper County  
 My Commission Expires: August 04, 2024  
 Commission Number: 12379298

## EXHIBIT A

L&P MISSISSIPPI MANUFACTURING, INC. #4201  
2071 S. GREEN ST.  
TUPELO, MS 38804

|                       |                                 |
|-----------------------|---------------------------------|
| MACHINERY & EQUIPMENT | 43,216.49                       |
| TOOLS & DIES          | 5,923.45                        |
| OFFICE EQUIPMENT      | 8,424.49                        |
| INVENTORY             | <u>592,717.00</u>               |
| <b>TOTAL</b>          | <b><u><u>650,281.43</u></u></b> |

NOTE: A MORE DETAILED LIST OF THE EQUIPMENT IS ATTACHED  
HERETO AS SCHEDULE 1.



LEGETT & PLATT COMPONENTS COMPANY, INC. #4201  
SCHEDULE 1

## DETAILED LISTING OF TANGIBLE PROPERTY

| ASSET NUMBER                     | DESCRIPTION  | COST              | ACQ YEAR   | NEW/USED                          |
|----------------------------------|--|-------------------|------------|-----------------------------------|
| <b>MACHINERY &amp; EQUIPMENT</b> |  |                   |            |                                   |
| 329574                           | SEMI-AUTO STRETCH WRAP                             | 4,567.50          | 10/15/1998 | TRANSFERRED FROM ANOTHER LOCATION |
| 338339                           | SCRAP BALER HYDRAULIC                              | 4,500.00          | 10/22/1999 | TRANSFERRED FROM ANOTHER LOCATION |
| 401692000006                     | GUSHER PUMP FOR STAGE 2 WASHER                     | 9,052.64          | 2/5/2020   | PURCHASED NEW                     |
| 599578                           | SPARK ARRESTORS #1                                 | 5,650.95          | 1/1/2020   | PURCHASED NEW                     |
| 599579                           | SPARK ARRESTORS #1                                 | 5,650.96          | 1/1/2020   | PURCHASED NEW                     |
| 600022                           | HYDRAULIC DOCK LEVELER DR 1 SHIPPING               | 6,897.22          | 6/15/2020  | PURCHASED NEW                     |
| 600023                           | HYDRAULIC DOCK LEVELER DR 6 SHIPPING               | 6,897.22          | 6/15/2020  | PURCHASED NEW                     |
|                                  | <b>TOTAL MACHINERY &amp; EQUIPMENT</b>             | <b>43,216.49</b>  |            |                                   |
| <b>TOOLS &amp; DIES</b>          |  |                   |            |                                   |
| 600021                           | TEE-3089 WELD FIXTURE                              | 5,923.45          | 3/1/2020   | PURCHASED NEW                     |
|                                  | <b>TOTAL TOOLS &amp; DIES</b>                      | <b>5,923.45</b>   |            |                                   |
| <b>OFFICE EQUIPMENT</b>          |  |                   |            |                                   |
| 583133                           | DELL LATITUDE E6530 LAPTOP                         | 1,272.55          | 11/4/2013  | TRANSFERRED FROM ANOTHER LOCATION |
| 591408                           | MOTOROLA HANDHELD SCANNER                          | 2,294.18          | 8/10/2016  | TRANSFERRED FROM ANOTHER LOCATION |
| 591409                           | MOTOROLA HANDHELD SCANNER                          | 2,294.18          | 8/10/2016  | TRANSFERRED FROM ANOTHER LOCATION |
| 591411                           | MOTOROLA HANDHELD SCANNER                          | 2,294.17          | 8/10/2016  | TRANSFERRED FROM ANOTHER LOCATION |
| 591417                           | BATTERY CHARGER FOR SCANNERS                       | 269.41            | 8/10/2016  | TRANSFERRED FROM ANOTHER LOCATION |
|                                  | <b>TOTAL OFFICE EQUIPMENT</b>                      | <b>8,424.49</b>   |            |                                   |
| <b>INVENTORY</b>                 |  |                   |            |                                   |
|                                  | INVENTORY - RAW MATERIALS INCREASE FROM PRIOR YEAR |                   |            |                                   |
|                                  | <b>TOTAL INVENTORY - RAW MATERIALS</b>             | <b>592,717.00</b> |            |                                   |
|                                  | <b>TOTAL VALUE OF PROPERTY</b>                     | <b>650,281.43</b> |            |                                   |

THE FOLLOWING ASSET WAS INCLUDED IN THE 2020 EXEMPTION BUT HAD A SUBSEQUENT COST ADJUSTMENT DURING 2020. PLEASE INCLUDE THE FOLLOWING ADDITIONAL COST ON PPIN 014246:

|                         |                               |               |          |  |
|-------------------------|-------------------------------|---------------|----------|--|
| <b>TOOLS &amp; DIES</b> |                               |               |          |  |
| 595222000002            | TN 13822                      | 125.29        | 3/1/2019 |  |
|                         | <b>TOTAL TOOLS &amp; DIES</b> | <b>125.29</b> |          |  |

THE FOLLOWING ASSET WAS INCLUDED IN THE 2019 EXEMPTION BUT HAD A SUBSEQUENT COST ADJUSTMENT DURING 2020. PLEASE INCLUDE THE FOLLOWING ADDITIONAL COST ON PPIN 013956:

|                                  |  |                  |            |  |
|----------------------------------|--|------------------|------------|--|
| <b>MACHINERY &amp; EQUIPMENT</b> |  |                  |            |  |
| 598089                           | AUTO ROCKER BASE ASSEMBLY              | 13,058.85        | 12/15/2018 |  |
|                                  | <b>TOTAL MACHINERY &amp; EQUIPMENT</b> | <b>13,058.85</b> |            |  |
|                                  | <b>COST ADDITIONS GRAND TOTAL</b>      | <b>13,184.14</b> |            |  |

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI,  
GRANTING EXEMPTION FROM AD VALOREM TAXES TO  
LEGGETT AND PLATT COMPONENTS COMPANY, INC. #0908**

The City Council of the City of Tupelo, Mississippi next took up consideration the matter of granting tax exemption from ad valorem taxes to **LEGGETT AND PLATT COMPONENTS COMPANY, INC. #0908** and the following Resolution, having first been reduced to writing was introduced.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI,  
GRANTING TAX EXEMPTION FROM AD VALOREM TAXES FOR A PERIOD OF  
TEN (10) YEARS TO LEGGETT AND PLATT COMPONENTS COMPANY, INC. #0908,  
AS AUTHORIZED BY SECTIONS 27-31-101, ET SEQ., AND 27-31-105, ET SEQ., OF  
THE MISSISSIPPI CODE OF 1972, AS AMENDED.**

**WHEREAS**, Leggett and Platt Components Company, Inc. maintains three (3) plant locations and has filed separate property tax renditions and exemption applications for each plant location to aid the company and the tax assessor's office in tracking exempt and taxable assets; and,

**WHEREAS**, Leggett and Platt Components Company, Inc. in its entirety constitutes and Enterprise under the City of Tupelo Economic Incentives Policy, and the investment threshold is most appropriately measure on a whole cooperation basis; and

**WHEREAS**, taken as a whole, Leggett and Platt Components Company, Inc. easily Exceeds the \$500,000 minimum requirement, having invested \$778534.98 among its three (3) branch locations; and

**WHEREAS**, Leggett and Platt Components Company, Inc. #0908, filed in triplicate with this Council its application for exemption from ad valorem taxation; and

**WHEREAS**, Leggett and Platt Components Company, Inc. #0908, has produced written verification and documentation to this Council as to the authenticity and correctness of its



application in regard to the true value of the prayed for exemption and the completion date of the addition to or expansion of the facility or property or replacement of equipment; and

**WHEREAS**, this Council finds as a fact that the property described in the aforesaid application constitutes an addition to or replacement of property and equipment of an industrial enterprise of public utility which was completed with the year ending December 31, 2020, and that Leggett and Platt Components Company, Inc. #0908 is entitled to the exemption sought for a period of ten (10) years beginning on January 1, 2021, subject to approval and certification by Mississippi State Tax Commission.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Tupelo, Mississippi as follows:

1. That the Application for ad valorem tax exemption by Leggett and Platt Components Company, Inc. #0908 for a period of ten (10) year, beginning January 1, 2021 on the property described in the application filed by the company for tax exemption, be and the same is hereby approved subject to approval and certification by the Mississippi Tax Commission. Application is attached as Exhibit "A".
2. That Leggett and Platt Components Company, Inc. #0908 is hereby granted tax exemption on ad valorem taxes, except State and School District ad valorem taxation for a period of ten (10) years beginning January 1, 2021.
3. That the Clerk of this Council be, and she if hereby directed to spread a copy of This Resolution on the minutes of the Council; and that the Clerk shall forward the original and three (3) certified copies of the application and a certified copy of the transcript of this Resolution approving the Application to the Mississippi State Tax Commission for its approval and certification; and the Clerk shall also forward one certified copy to the Tax Assessor of Lee

County, Mississippi and obtain a Certificate of Tax Assessor stating that the property is itemized in the Application has been placed on the appropriate tax roll as "Non-Taxable", except for State and School District ad valorem taxes, for the duration of the exemption period only.

After a full discussion of this matter, Council Member Jennings moved that the foregoing Resolution be adopted and said motion was seconded by Council Member Davis and upon the question being put to a vote, the results were as follows:

|                           |               |
|---------------------------|---------------|
| Councilmember Whittington | <u>Aye</u>    |
| Councilmember L. Bryan    | <u>Aye</u>    |
| Councilmember Beard       | <u>Aye</u>    |
| Councilmember Davis       | <u>Aye</u>    |
| Councilmember Palmer      | <u>Aye</u>    |
| Councilmember M. Bryan    | <u>Absent</u> |
| Councilmember Jennings    | <u>Aye</u>    |

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted.

**WHEREUPON**, the foregoing Resolution was declared passed and adopted at a regular meeting of the Council on the 18th day of May, 2021.

CITY OF TUPELO, MISSISSIPPI

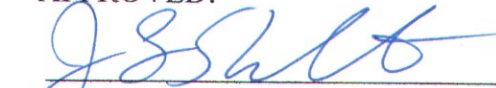


MIKE BRYAN  
City Council President

ATTEST:

Missy Shelton  
Missy Shelton, Clerk of Council

APPROVED:



JASON L. SHELTON, Mayor

May 18, 2021  
DATE

CERTIFICATE OF TUPELO, MISSISSIPPI CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF LEE

I, Kim Hanna, do hereby certify that the above and foregoing is a true and correct copy of a resolution of the City of Tupelo, Mississippi, duly passed and adopted at a regular meeting of the City Council held on the 18th day of May, 2021.

This, the 19th day of May, 2021.



KIM HANNA  
CFO/CITY CLERK





**CERTIFICATE OF TAX ASSESSOR**

STATE OF MISSISSIPPI

COUNTY OF LEE

I, \_\_\_\_\_, Tax Assessor of Lee County, Mississippi do hereby certify that the above and foregoing property was entered on the "State Tax Only" or other appropriate tax roll on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 at \_\_\_\_\_ o'clock a.m. / p.m., for a period of ten (10) years each from and after the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

This, the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
LEE COUNTY TAX ASSESSOR

(SEAL)



# APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq.,  
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Leggett & Platt Components Company, Inc. #0908

PHYSICAL ADDRESS 1921 South Green Street, Tupelo, MS 38804

TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Furniture

LOCATION - COUNTY Lee CITY Tupelo

DATE OF COMPLETION December 31, 2020 YEARS REQUESTED 10

NEW (SECTION 27-31-101)  EXPANSION (SECTION 27-31-105)

NEW JOBS \_\_\_\_\_ ESTIMATED PAYROLL \_\_\_\_\_

TRUE VALUE OF PROPERTY EXEMPTED \$61,846.12

\*Attach an itemized list of property to be exempted as Exhibit "A".

*The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Mississippi Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 30 day of March, 2021.*

Leggett & Platt Components Company, Inc. #0908  
Applicant (Name of Taxpayer)

By: Diane Burghart

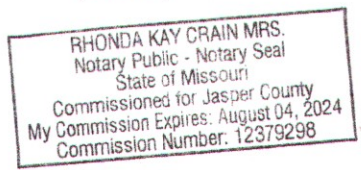
Title: Diane Burghart, Staff VP-Domestic Tax

ATTEST:

SWORN TO AND SUBSCRIBED before me this the 30<sup>th</sup> day of March, 2021.

Rhonda Kay Crain Mrs.  
NOTARY PUBLIC

My Commission Expires 8/4/24  
(SEAL)



## EXHIBIT A

LEGGETT & PLATT COMPONENTS COMPANY, INC. #0908  
1921 SOUTH GREEN STREET  
TUPELO, MS 38804

|                       |                                |
|-----------------------|--------------------------------|
| MACHINERY & EQUIPMENT | 25,997.20                      |
| OFFICE EQUIPMENT      | 21,613.92                      |
| INVENTORY             | <u>14,235.00</u>               |
| <b>TOTAL</b>          | <b><u><u>61,846.12</u></u></b> |

NOTE: A MORE DETAILED LIST OF THE EQUIPMENT IS ATTACHED  
HERETO AS SCHEDULE 1.

LEGGETT & PLATT COMPONENTS COMPANY, INC. #0908  
SCHEDULE 1

DETAILED LISTING OF TANGIBLE PROPERTY

| ASSET<br>NUMBER                  | DESCRIPTION                            | COST                    | ACQ DATE  | NEW/USED      |
|----------------------------------|--|-------------------------|-----------|---------------|
| <b>MACHINERY &amp; EQUIPMENT</b> |  |                         |           |               |
| 599729                           | AUTO BOXER                             | 25,997.20               | 2/10/2020 | PURCHASED NEW |
|                                  | <b>TOTAL MACHINERY &amp; EQUIPMENT</b> | <u>25,997.20</u>        |           |               |
| <b>OFFICE EQUIPMENT</b>          |  |                         |           |               |
| 599899                           | NETWORK CABLING                        | 21,613.92               | 3/12/2020 | PURCHASED NEW |
|                                  | <b>TOTAL OFFICE EQUIPMENT</b>          | <u>21,613.92</u>        |           |               |
| <b>INVENTORY</b>                 |  |                         |           |               |
|                                  | INVENTORY - RAW MATERIALS              | 14,235.00               |           |               |
|                                  | <b>TOTAL INVENTORY-RAW MATERIALS</b>   | <u>14,235.00</u>        |           |               |
|                                  | <b>TOTAL VALUE OF PROPERTY</b>         | <u><u>61,846.12</u></u> |           |               |

THE FOLLOWING ASSETS ARE INCLUDED IN THE 2020 EXEMPTION BUT HAD SUBSEQUENT COST ADJUSTMENTS DURING 2020. PLEASE INCLUDE THE FOLLOWING ADDITIONAL COSTS ON PPIN 014249:

|                                  |  |                      |            |  |
|----------------------------------|--|----------------------|------------|--|
| <b>MACHINERY &amp; EQUIPMENT</b> |  |                      |            |  |
| 599661                           | 4K LB 2011 TOYOTA FORKLIFT SN23507     | 163.50               | 10/21/2019 |  |
| 599662                           | 4K LB 2011 TOYOTA FORKLIFT SN23550     | 763.00               | 10/21/2019 |  |
|                                  | <b>TOTAL MACHINERY &amp; EQUIPMENT</b> | <u>926.50</u>        |            |  |
|                                  | <b>COST ADDITIONS GRAND TOTAL</b>      | <u><u>926.50</u></u> |            |  |

**CHECK INFORMATION FOR COUNCIL MEETING  
MAY 18, 2021**

| <b>FUND</b>                                  | <b>CHECK NUMBERS</b>                       |
|--|--|
| <b>POOL CASH<br/>EFT<br/>TWL ADJUSTMENTS</b> | <b>401802-402111<br/>50001084-50001111</b> |

**ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET**

**INVOICES AS SHOWN ON FACE OF DOCKET**



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Kim Hanna, CFO

**DATE** May 18, 2021

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

---

### **Request:**

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

### **ITEMS:**

Lee County Courier                      \$400    Congratulation to Tupelo High 2021 Graduating Class



**City of Tupelo**  
**Fy 2021 Budget Revision #7**

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 2021 Budget as follows:

|                                    | Original<br>Budget | Amendment     | Amended<br>Budget |
|------------------------------------|--------------------|---------------|-------------------|
| <b>General Fund Revenues</b>       |                    |               |                   |
| Local Taxes                        | 7,897,082          |               | 7,897,082         |
| Licenses & Permits                 | 1,030,000          |               | 1,030,000         |
| Intergovernmental Revenues         | 28,231,827         | 90,231        | 28,322,058        |
| Charges for Services               | 747,000            |               | 747,000           |
| Fines & Forfeits                   | 728,000            |               | 728,000           |
| Interest Income & Misc. Revenues   | 723,860            |               | 723,860           |
| Other Financing Resources          | 226,471            |               | 226,471           |
| Unreserved Fund Balance            | 4,341,535          | -             | 4,341,535         |
| <b>Total General Fund Revenues</b> | <b>43,925,775</b>  | <b>90,231</b> | <b>44,016,006</b> |

Purpose: To budget for personnel expenditures.

**Expenditures:**

**City Council**

|                           |                |          |                |
|---------------------------|----------------|----------|----------------|
| Personnel                 | 298,821        |          | 298,821        |
| Supplies                  | 5,000          |          | 5,000          |
| Other Services & Charges  | 331,650        |          | 331,650        |
| Capital                   | -              | -        | -              |
| <b>Total City Council</b> | <b>635,471</b> | <b>-</b> | <b>635,471</b> |

Purpose:

**Executive Dept.**

|                              |                  |               |                  |
|------------------------------|------------------|---------------|------------------|
| Personnel                    | 744,961          | 90,231        | 835,192          |
| Supplies                     | 22,000           |               | 22,000           |
| Other Services & Charges     | 277,475          |               | 277,475          |
| Capital                      | -                | -             | -                |
| <b>Total Executive Dept.</b> | <b>1,044,436</b> | <b>90,231</b> | <b>1,134,667</b> |

Purpose: To add additional position to the Mayor's budget which includes salary and fringes.

**City Court**

|                          |                |          |                |
|--------------------------|----------------|----------|----------------|
| Personnel                | 857,905        |          | 857,905        |
| Supplies                 | 23,100         | 5,500    | 28,600         |
| Other Services & Charges | 107,601        |          | 107,601        |
| Capital                  | 7,000          | (5,500)  | 1,500          |
| <b>Total City Court</b>  | <b>995,606</b> | <b>-</b> | <b>995,606</b> |

Purpose: To transfer capital funds to be used for office supplies.

|                                       | Original<br>Budget | Amendment | Amended<br>Budget |
|---------------------------------------|--------------------|-----------|-------------------|
| <b><u>Budget &amp; Accounting</u></b> |                    |           |                   |
| Personnel                             | 878,939            |           | 878,939           |
| Supplies                              | 68,600             |           | 68,600            |
| Other Services & Charges              | 470,549            |           | 470,549           |
| Capital                               | 41,500             | -         | 41,500            |
|                                       | <u>1,459,588</u>   | <u>-</u>  | <u>1,459,588</u>  |

Purpose:

|                   |                |          |                |
|-------------------|----------------|----------|----------------|
| <b><u>CVB</u></b> |                |          |                |
| Personnel         | 145,573        | -        | 145,573        |
|                   | <u>145,573</u> | <u>-</u> | <u>145,573</u> |

Purpose:

|                               |                |          |                |
|-------------------------------|----------------|----------|----------------|
| <b><u>Personnel Dept.</u></b> |                |          |                |
| Personnel                     | 159,112        |          | 159,112        |
| Supplies                      | 4,100          |          | 4,100          |
| Other Services & Charges      | 88,446         |          | 88,446         |
| Capital                       | -              | -        | -              |
|                               | <u>251,658</u> | <u>-</u> | <u>251,658</u> |

Purpose:

|                                    |                  |          |                  |
|------------------------------------|------------------|----------|------------------|
| <b><u>Development Services</u></b> |                  |          |                  |
| Personnel                          | 1,283,411        |          | 1,283,411        |
| Supplies                           | 24,000           | 7,700    | 31,700           |
| Other Services & Charges           | 66,921           | (7,700)  | 59,221           |
| Capital                            | 2,000            | -        | 2,000            |
|                                    | <u>1,376,332</u> | <u>-</u> | <u>1,376,332</u> |

Purpose: To transfer money for additional supplies needed for FY 2021.

|                           |                   |          |                   |
|---------------------------|-------------------|----------|-------------------|
| <b><u>Police Dept</u></b> |                   |          |                   |
| Personnel                 | 8,940,116         |          | 8,940,116         |
| Supplies                  | 563,000           |          | 563,000           |
| Other Services & Charges  | 1,531,293         |          | 1,531,293         |
| Capital                   | 397,983           | -        | 397,983           |
|                           | <u>11,432,392</u> | <u>-</u> | <u>11,432,392</u> |

Purpose:

|                          |                  |          |                  |
|--------------------------|------------------|----------|------------------|
| <b><u>Fire Dept</u></b>  |                  |          |                  |
| Personnel                | 5,957,832        |          | 5,957,832        |
| Supplies                 | 282,150          |          | 282,150          |
| Other Services & Charges | 301,689          |          | 301,689          |
| Capital                  | -                | -        | -                |
|                          | <u>6,541,671</u> | <u>-</u> | <u>6,541,671</u> |

Purpose:

|  | Original<br>Budget | Amendment     | Amended<br>Budget |
|--|--------------------|---------------|-------------------|
| <b><u>Public Works</u></b>             |                    |               |                   |
| Personnel                              | 3,050,264          |               | 3,050,264         |
| Supplies                               | 363,100            |               | 363,100           |
| Other Services & Charges               | 2,184,352          |               | 2,184,352         |
| Capital                                | 17,000             | -             | 17,000            |
| <b>Total Public Works</b>              | <b>5,614,716</b>   | <b>-</b>      | <b>5,614,716</b>  |
| Purpose:                               |                    |               |                   |
| <b><u>Parks &amp; Recreation</u></b>   |                    |               |                   |
| Personnel                              | 1,890,934          |               | 1,890,934         |
| Supplies                               | 377,585            |               | 377,585           |
| Other Services & Charges               | 921,062            |               | 921,062           |
| Capital                                | 10,000             | -             | 10,000            |
| <b>Total Parks &amp; Rec</b>           | <b>3,199,581</b>   | <b>-</b>      | <b>3,199,581</b>  |
| Purpose:                               |                    |               |                   |
| <b><u>Aquatics Facility</u></b>        |                    |               |                   |
| Personnel                              | 437,297            |               | 437,297           |
| Supplies                               | 103,500            | (1,500)       | 102,000           |
| Other Services & Charges               | 363,075            |               | 363,075           |
| Capital                                | 5,000              | 1,500         | 6,500             |
| <b>Total Aquatics Facility</b>         | <b>908,872</b>     | <b>-</b>      | <b>908,872</b>    |
| Purpose:                               |                    |               |                   |
| <b><u>Museum</u></b>                   |                    |               |                   |
| Personnel                              | 128,377            |               | 128,377           |
| Supplies                               | 9,000              |               | 9,000             |
| Other Services & Charges               | 30,850             |               | 30,850            |
| Capital                                | -                  | -             | -                 |
| <b>Total Museum</b>                    | <b>168,227</b>     | <b>-</b>      | <b>168,227</b>    |
| Purpose:                               |                    |               |                   |
| <b>Community Services</b>              | <b>1,064,904</b>   | <b>-</b>      | <b>1,064,904</b>  |
| Purpose:                               |                    |               |                   |
| <b>Debt Service</b>                    | <b>664,621</b>     | <b>-</b>      | <b>664,621</b>    |
| Purpose:                               |                    |               |                   |
| <b>Other Financing Uses</b>            | <b>8,422,127</b>   | <b>-</b>      | <b>8,422,127</b>  |
| <b>Reserves</b>                        |                    |               |                   |
|  | -                  | -             | -                 |
| <b>Total General Fund Expenditures</b> | <b>43,925,775</b>  | <b>90,231</b> | <b>44,016,006</b> |



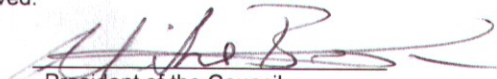
|   | Original<br>Budget       | Amendment              | Amended<br>Budget        |
|---|--------------------------|------------------------|--------------------------|
| <b>Fund #327</b>                                |                          |                        |                          |
| <b>Tupelo Capital &amp; Infrastructure Fund</b> |                          |                        |                          |
| <b>Revenues</b>                                 |                          |                        |                          |
| Grants  | 1,210,021                |                        | 1,210,021                |
| Transfer from Other Funds                       | 5,303,563                |                        | 5,303,563                |
| Donations                                       | -                        |                        | -                        |
| Miscellaneous Revenue                           | 32,218                   |                        | 32,218                   |
| Bond Proceeds                                   | -                        |                        | -                        |
| Unreserved Fund Balance                         | 13,648,537               | -                      | 13,648,537               |
| <b>Total Revenues</b>                           | <b><u>20,194,339</u></b> | <b><u>-</u></b>        | <b><u>20,194,339</u></b> |
| <b>Expenditures</b>                             |                          |                        |                          |
| <b>Other Services &amp; Charges</b>             |                          |                        |                          |
| Maintenance Projects                            | 288,504                  |                        | 288,504                  |
| Street Overlay                                  | 3,869,959                |                        | 3,869,959                |
| Neighborhood Revitalization                     | 750,513                  | (60,700)               | 689,813                  |
| Beautification/Community Projects               | 25,825                   |                        | 25,825                   |
| Contingies/Grant Matches                        | 100,000                  | -                      | 100,000                  |
| <b>Total Other Services &amp; Charges</b>       | <b><u>5,034,801</u></b>  | <b><u>(60,700)</u></b> | <b><u>4,974,101</u></b>  |
| <b>Capital</b>                                  |                          |                        |                          |
| Infrastructure Improvements                     | 7,360,863                |                        | 7,360,863                |
| Purchase of Property                            |                          | 60,700                 | 60,700                   |
| Equipment                                       | 640,782                  |                        | 640,782                  |
| Building Improvements                           | 4,598,070                |                        | 4,598,070                |
| Park Improvements                               | 693,755                  |                        | 693,755                  |
| Vehicles  | 252,707                  |                        | 252,707                  |
| Police Vehicles/Equipment                       | 300,905                  |                        | 300,905                  |
| Fire Equipment/Trucks                           | 918,906                  |                        | 918,906                  |
| Contingencies(Grant Matches)                    | -                        | -                      | -                        |
| <b>Total Capital</b>                            | <b><u>14,765,988</u></b> | <b><u>60,700</u></b>   | <b><u>14,826,688</u></b> |
| <b>Other Financing Uses</b>                     | <b><u>393,550</u></b>    | <b><u>-</u></b>        | <b><u>393,550</u></b>    |
| <b>Total Expenditures</b>                       | <b><u>20,194,339</u></b> | <b><u>-</u></b>        | <b><u>20,194,339</u></b> |

**Purpose:**

Voting


|                               |               |
|-------------------------------|---------------|
| Councilman Markel Whittington | <u>Aye</u>    |
| Councilman Lynn Bryan         | <u>Aye</u>    |
| Councilman Travis Beard       | <u>Aye</u>    |
| Councilman Nettie Davis       | <u>Aye</u>    |
| Councilman Buddy Palmer       | <u>Aye</u>    |
| Councilman Mike Bryan         | <u>Absent</u> |
| Councilman Willie Jennings    | <u>Aye</u>    |

Approved:

  
President of the Council  
City of Tupelo

Attest:

  
Clerk of the Council

  
Mayor  
City of Tupelo

Attest:

  
City Clerk

The Mayor and City Council (the "**Governing Body**") of the City of Tupelo, Mississippi (the "**City**") took up for consideration the matter of the issuance of Taxable Tax Increment Limited Obligation Bonds, Series 2021, of the City, in the principal amount of not to exceed Six Hundred Fifty Thousand Dollars (\$650,000) (the "**Bonds**"). After a discussion of the subject, Councilperson Whittington offered and moved the adoption of the following resolution:

**RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF TAXABLE TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2021 (FAIRPARK DISTRICT DEVELOPMENT PROJECT), OF THE CITY OF TUPELO, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000) (THE "BONDS") TO RAISE MONEY FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING THE INFRASTRUCTURE IMPROVEMENTS (AS HEREINAFTER DEFINED), FUNDING THE DEBT SERVICE RESERVE FUND, IF APPLICABLE, AND PAYING COSTS OF ISSUANCE FOR THE BONDS; AND FOR RELATED PURPOSES.**

**WHEREAS**, the Governing Body of the City, acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"**Act**" shall mean Sections 21-45-1 through 21-45-21, Mississippi Code of 1972, as amended and/or supplemented from time to time.

"**Act of Bankruptcy**" shall mean the filing of a petition in bankruptcy by or against the City under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"**Additional Bonds**" shall mean Bonds issues pursuant to Section 3 hereof.

"**Approved Eligible Costs**" shall mean the eligible costs for Infrastructure Improvements that have been approved by the City in accordance with the Development Agreement.

"**Authorized Officer**" means the Mayor, the President of the Governing Body, the Clerk and any other officer designated from time to time as an Authorized Officer by resolution of the City, and when used with reference to any act or document also means any other Person authorized by resolution of the City to perform such act or sign such document.

"**Bond**" or "**Bonds**" shall mean the not to exceed \$650,000 Taxable Tax Increment Limited Obligation Bonds, Series 2021 (Fairpark District Development Project) of the City authorized and directed to be issued in this Bond Resolution.

"**Bond Counsel**" shall mean Butler Snow LLP, Ridgeland, Mississippi.



“**Bond Purchase Agreement**” or “**Private Placement Agreement**” shall mean the bond purchase agreement or private placement agreement, by and between the Purchaser and the City, providing for the sale of the Bonds to the Purchaser.

“**Bond Resolution**” shall mean this bond resolution, as may be amended or supplemented from time to time.

“**Bond Year**” shall mean year ending October 1 each year.

“**Captured Assessed Value**” shall mean the incremental increase in assessed value of the real and personal property, including improvements thereon, located within the District Property when the Original Assessed Value is subtracted from the Current Assessed Value as of January 1, 2021 and each January 1 thereafter, all as set forth in the annual Assessment Certificate of each the Lee County Tax Assessor and the Clerk of the City.

“**City**” shall mean the City of Tupelo, Mississippi.

“**City Assessment Certificate**” shall mean the City Assessment Certificate of the Clerk as required by Section 21-45-21 of the Act under which the Clerk, on behalf of the City will certify as to the value of the Original Assessed Value, Current Assessed Value and Captured Assessed Value as each relates to the District Property and the Redevelopment Project, which City Assessment Certificate further sets forth the estimated Tax Increment available for debt service on the Bonds, funding the 2021 Bonds Reserve Fund, and the payment of the annual fees and expenses of the Paying Agent.

“**City Tax Increment Redevelopment Plan**” or “**City Redevelopment Plan**” shall mean the Tax Increment Financing Redevelopment Plan, 1989, as amended and restated, November 1996 for the City of Tupelo, Mississippi, as may be amended from time to time.

“**City’s Tax Increment Financing Plan**” shall mean the Tax Increment Financing Plan, Fairpark District Development Project, City of Tupelo, Mississippi, August 2017, as amended by the First Addendum dated June 16, 2020, and as may be amended from time to time.

“**Clerk**” shall mean the City Clerk of the City.

“**County’s Tax Increment Financing Plan**” shall mean the Tax Increment Financing Plan, Fairpark District Development Project, Lee County, Mississippi, 2017, as amended by the First Addendum dated July 6, 2020, and as may be amended from time to time.

“**Current Assessed Value**” shall mean the estimated true value of the District Property and all improvement thereon that constitute real property and personal property as determined by the Lee County Tax Assessor as of January 1, 2021, and on each January 1 thereafter, said determination being made pursuant to information made available to the Lee County Tax Assessor by the owner of the Redevelopment Project and the District Property.

“**Developer**” shall mean Maloney Development Properties, LLC.



**“Developer’s Project”** shall mean the development and redevelopment of a project to be known as “Fairpark District,” which includes but is not limited to a two or three multi-story mixed use office, retail, and/or upper floor housing buildings which are a total of approximately 40,000 square feet each located within the city limits of the City, in the Tax Increment Financing District, all as more particularly described in the City's Tax Increment Financing Plan.

**“Development Agreement”** shall mean the Development Agreement between the Developer and the City, dated September 5, 2017, as amended by the First Addendum dated June 16, 2020, as may be amended from time to time and approved by the Governing Body of the City.

**“District Property”** or **“Tax Increment Financing District”** shall mean the real property, including improvements thereon located within the City and Lee County as more fully described and identified in the City's Tax Increment Financing Plan as the “TIF District.”

**“Lee County Assessment Certificate”** shall mean the County Assessment Certificate of the Lee County Tax Assessor as required by Section 21-45-21 of the Act under which the Lee County Tax Assessor, on behalf of Lee County, will certify as to the value of the Original Assessed Value, Current Assessed Value and Captured Assessed Value as each relates to the TIF District Property and the Redevelopment Project, which Lee County Assessment Certificate further sets forth the estimated amount of Tax Increment available for the debt service on the Bonds.

**“Lee County Tax Increment Redevelopment Plan”** or **“Lee County Redevelopment Plan”** shall mean the Tax Increment Financing Redevelopment Plan for Lee County, Mississippi, as may be amended from time to time.

**“Governing Body”** shall mean the Mayor and City Council of the City.

**“Infrastructure Improvements”** shall mean and include, but are not limited to, the removal of existing structures, streets, utilities and other improvements upon such project areas, the installation, construction, rehabilitation and/or relocation of streets, utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, on-site parking, paving, site improvements and other related parking lot improvements, the relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural and engineering fees, attorney's fees, TIF plan preparation fees, municipal advisory and consultant fees, issuance costs, capitalized interest and other costs incidental to the construction by the Developer for the Project; capitalized interest; and other related expenses such as engineering; all expenses in connection with the authorization, sale, and issuance of bonds, or indebtedness; TIF plan preparation fees and other incidental related costs; and related professional fees.

**“Interlocal Agreement”** shall mean the Interlocal Agreement, dated June 16, 2020 by and between the City and Lee County in connection with the Redevelopment Project.

**“Maximum Annual Debt Service”** shall mean the amount detailed in the Bond Purchase Agreement, if applicable.



“**Mayor**” shall mean the Mayor of the City.

“**Original Assessed Value**” shall mean the assessed value of the real and personal property, located within the District Property, as of August 31, 2017 tax lien date as certified by the Lee County Tax Assessor and/or the Clerk of the City and as defined in Section 21-45-21 of the Act.

“**Paying Agent**” shall mean the paying agent recommended by the Purchaser or as appointed by the Mayor pursuant to authority granted in this Bond Resolution.

“**Person**” shall mean an individual, partnership, corporation, limited liability company, trust or unincorporated organization and a government or agency or political subdivision thereof.”

“**Project**” shall mean providing for the financing of the Infrastructure Improvements, funding the 2021 Bonds Reserve Fund and paying the costs of issuance for the Bonds.

“**Purchaser**” shall mean the purchaser or purchasers of the Bonds.

“**Record Date**” shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on each the Bonds and, as to payments of principal, the 15th day of the month preceding the maturity date or the date set for redemption on each the Bonds.

“**Record Date Registered Owner**” shall mean the Registered Owner as of the Record Date for each the Bonds.

“**Redevelopment Plans**” shall mean together the City Tax Increment Redevelopment Plan and the Lee County Tax Increment Redevelopment Plan.

“**Redevelopment Project**” shall mean the Developer’s Project and the Infrastructure Improvements.

“**Registered Owner**” shall mean the Person whose name shall appear in the registration records of the City for each the Bonds maintained by the Transfer Agent.

“**State**” shall mean the State of Mississippi.

“**Tax Increment Financing Plans**” shall mean the City's Tax Increment Financing Plan and the County's Tax Increment Financing Plan.

“**Tax Increment**” shall mean 100% of the added increments of City ad valorem tax revenue and 50% of Lee County ad valorem tax revenue resulting from the taxation of the Captured Assessed Value of the real and personal property contained within the District Property and all forming a part of the Redevelopment Project (excluding ad valorem taxes for school district purposes), which shall be necessary and sufficient to pay the principal of and interest on the Bonds and any future series of bonds issued by the City for the Redevelopment Project, fund the 2021 Bonds Reserve Fund together with the annual fees and expenses of the Paying Agent.



**“Tax Increment Surplus”** shall mean the remainder of the Tax Increment after deducting amounts necessary to pay the debt service on the Bonds, pay the annual fees and expenses of the Paying Agent and fund any shortfall in the 2021 Debt Service Reserve Requirement; provided however, if the balance in the 2021 Bonds Reserve Fund equals the 2021 Debt Service Reserve Requirement such Tax Increment Surplus shall be deposited in the Tax Increment Surplus Account and used pursuant to the provisions of Section 16 herein.

**“Tax Increment Surplus Account”** shall mean the City of Tupelo, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2021 (Fairpark District Development Project) Tax Increment Surplus Account provided for in Section 16 hereof.

**“Transfer Agent”** shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of owners of the Bonds and for the performance of such other duties as may be herein or hereafter specified by the Governing Body.

**“2021 Agent”** shall mean any paying agent or transfer agent, whether serving in either or both capacities, and herein designated by the Governing Body as paying agent or transfer agent for the Bonds.

**“2021 Bond Fund”** shall mean the City of Tupelo, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2021 (Fairpark District Development Project) Bond Fund provided for in Section 14 hereof.

**“2021 Bonds Reserve Fund”** if required by the Purchaser of the Bonds, shall mean that debt service reserve fund into which the City will deposit proceeds of the Bonds, or funds of the City, or incremental revenues of the District, representing an amount equal to the 2021 Debt Service Reserve Requirement and in addition, subsequent to the closing, that portion of the Tax Increment Surplus necessary to provide funds sufficient in the aggregate to fund any shortfall in the 2021 Debt Service Reserve Requirement as such is provided for in Section 16 hereof.

**“2021 Construction Fund”** shall mean the City of Tupelo, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2021 (Fairpark District Development Project) Construction Fund provided for in Section 15 hereof.

**“2021 Debt Service Reserve Requirement”** if required by the Purchaser of the Bonds, shall be the amounts as provided in the Bond Purchase Agreement, or shall be equal to one year of Maximum Annual Debt Service, with such amount being funded with proceeds of the Bonds, cash of the City or or incremental revenues of the District as provided in Section 16 hereof.

**“United States”** shall mean the United States of America.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The City as a municipality as defined in the Act, is authorized and empowered by the Constitution and Statutes of the State, including the Act, to undertake and carry out



redevelopment projects within areas determined by the Governing Body of the City to be in need of development and/or redevelopment and designated as appropriate for redevelopment projects, in accordance with the Redevelopment Plans and Tax Increment Financing Plans adopted by the Governing Body of the City in connection with the Bonds.

3. Said redevelopment projects may include:

(i) To acquire the redevelopment area, including lands, structures or improvements the acquisition of which is necessary or incidental to the proper clearance, development or redevelopment of such areas or to the prevention of the spread or recurrence of slum conditions or conditions of blight;

(ii) To clear the redevelopment area by demolition or removal of existing buildings, structures, streets, utilities or other improvements thereon and to install, construct or reconstruct streets, utilities, bulkheads, boat docks and site improvements essential to the preparation of sites for uses in accordance with the Redevelopment Plans and public improvements to encourage private redevelopment in accordance with the Redevelopment Plans; or

(iii) To sell or lease property acquired by the City as part of the Redevelopment Project for not less than their fair value for uses in accordance with the Redevelopment Plans, and to retain property or public improvements for public use in accordance with the Redevelopment Plans.

The "Redevelopment Project" may also include the preparation of Redevelopment Plans, the planning, survey and other work incident to the Redevelopment Project, and the preparation of all plans and arrangements for carrying out the Redevelopment Project, and the relocation of businesses and families required under applicable law.

4. The Governing Body of the City approved the City Tax Increment Redevelopment Plan and conducted a public hearing on the City Tax Increment Redevelopment Plan in the manner required by the Act. Lee County approved the County Tax Increment Redevelopment Plan and conducted a public hearing on the County Tax Increment Redevelopment Plan in the manner required by the Act.

On September 5, 2017, the City approved and adopted the Tax Increment Financing Plan and on June 16, 2020 the City approved and adopted the First Addendum to the Tax Increment Financing Plan. On September 18, 2017, Lee County approved and adopted the County's Tax Increment Financing Plan and on July 6, 2020 Lee County approved and adopted the First Addendum to the Tax Increment Financing Plan. The Tax Increment Finance Plans provide for the joint and mutual pledge and division of the incremental increase in tax revenues generated by the development and redevelopment within the District Property as security for the Bonds.

5. To the greatest extent it determines to be feasible, the City shall afford maximum opportunity, consistent with the sound needs of the City as a whole, to the rehabilitation or redevelopment of the redevelopment areas by private enterprise. In order to utilize appropriate private or public resources to eliminate and prevent the development or spread of slums and



urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of slum and blighted areas, and to achieve the objectives of the Redevelopment Plans, the City shall encourage rehabilitation and clearance and redevelopment within the redevelopment areas by: (1) carrying out a program of voluntary repair and rehabilitation of buildings or other improvements in accordance with the Redevelopment Plans, including, from time to time, making loans to defray all or part of the costs (including costs of acquiring real estate) of repairing and rehabilitating buildings or other improvements in accordance with the Redevelopment Plans; and (2) making loans, from time to time, to defray all or part of the costs of acquiring real property, demolishing and removing buildings and improvements, and constructing improvements (including buildings) in the redevelopment area in accordance with the Redevelopment Plans. Such loans shall be made in accordance with the requirements under the General Plan as defined in the Redevelopment Plans. The City shall also have full authority to issue tax increment bonds for the purpose of completing all of or a part of the Infrastructure, in accordance with the Tax Increment Financing Plans.

6. The City desires to issue and sell the Bonds for the purposes of financing the costs of the Project in accordance with the Redevelopment Plans, the Tax Increment Financing Plans, and the Interlocal Agreement.

7. As an inducement to the City to issue the Bonds and to apply the proceeds of such Bonds to fund the cost of the Project, it is contemplated by the City that a portion of the Tax Increment collected with respect to the Redevelopment Project will be in an amount sufficient for the payment of principal of and interest on the Bonds and the annual fees and expenses of the Paying Agent, to fully fund the 2021 Bond Reserve Fund, along with any deficiency in such fund, and any remaining Tax Increment to fund the Tax Increment Surplus Account.

8. The Governing Body will not provide for the issuance of Additional Bonds payable from the Tax Increment except as provided in this Bond Resolution.

9. The Governing Body is authorized and empowered by the provisions of the Act to issue the Bonds in the form and manner hereinafter provided for by the Act.

10. It has now become necessary to make provision for the preparation, execution and issuance of said Bonds.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:**

**SECTION 1.** (a) The Governing Body of the City adopts this Bond Resolution pursuant to the Act and all matters and things recited in the premises and preamble of the Bond Resolution are found and determined to be true and correct.

**SECTION 2.** (a) In consideration of the purchase and acceptance of any and all of the Bonds by those who shall hold the same from time to time, the Bond Resolution shall constitute a contract between the City and the Registered Owners from time to time of the Bonds.



(b) For the purpose of effecting and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, there is hereby irrevocably pledged:

(i) The avails of the Tax Increment authorized herein as the same is received; and

(ii) The amounts held on behalf of the City in the funds and accounts established herein, namely the 2021 Construction Fund, the 2021 Bonds Reserve Fund, the 2021 Bond Fund and the Tax Increment Surplus Account.

Should there be a failure in any year to comply with the requirements of this subsection (b), such failure shall not impair the right of the Registered Owners of any of the Bonds to subsequently receive payments of principal of and interest on the Bonds from the avails of the Tax Increment or amounts in the funds and accounts named in this subsection (b).

The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City with regard to the Bonds shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

**SECTION 3.** (a) The Bonds are hereby authorized and ordered to be prepared and issued in the principal amount Not to Exceed Six Hundred Fifty Thousand Dollars (\$650,000) to raise money for the Project, all as authorized by the Act.

(b) The Governing Body may authorize the issuance of Additional Bonds payable from the Tax Increment pursuant to one or more resolutions of the Governing Body under the provisions of this Bond Resolution for purposes authorized under the Act; provided however, the City shall obtain a certificate signed by the Lee County Tax Assessor certifying to the amount of the Tax Increment for the calendar year preceding the issuance of such Additional Bonds and such Tax Increment, shall be sufficient to provide at least 1.20 to 1 debt service coverage of the combined annual debt service on the Bonds and such Additional Bonds. Such Additional Bonds shall comply with the terms and provisions of this Bond Resolution and shall be on parity with the Bonds with respect to the Tax Increment.

**SECTION 4.** (a) Payments of interest on the Bonds shall be made to the Record Date Registered Owner of the Bonds, and payments of principal for the Bonds shall be made upon presentation and surrender thereof at the principal office of the Paying Agent, to the Record Date Registered Owner of the Bonds in lawful money of the United States.

(b) The Bonds shall be registered as to both principal and interest; shall be dated the date of delivery, shall be issued in the principal denomination of \$1,000 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one upward in the order of issuance; shall bear interest from the date thereof, payable on June 1 (or as otherwise provided in the Bond Purchase Agreement) (the "**Interest Payment Date**") in the years and at the rate or rates specified in the Bond Purchase Agreement; and shall mature and become due and payable on June 1 (or as otherwise stated in the Bond Purchase Agreement) in the years and



in the principal amounts as set forth in the Bond Purchase Agreement, not to exceed fifteen (15) years from the date of issuance of the Bonds.

(c) The Bonds are subject to mandatory redemption on any Interest Payment Date, in inverse order of maturity, from funds transferred to the 2021 Bond Fund from the 2021 Construction Fund representing excess funds not utilized for the Infrastructure Improvements remaining in the 2021 Construction Fund; provided, however, if the moneys transferred from the 2021 Construction Fund to the 2021 Bond Fund total less than \$1,000, such moneys shall be used on the following Interest Payment Date for the Bonds to pay interest or principal and interest due on the Bonds.

(d) The Bonds are subject to optional redemption prior to their stated dates of maturity to the extent provided in the Bond Purchase Agreement.

(e) Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners of the Bonds thereof by first class mail at least thirty (30) days (or such shorter period authorized by the Registered Owners) and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of the Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

(f) The Bonds for which the payment of sufficient moneys or, to the extent permitted by the laws of the State, (i) direct obligations of, or obligations for the payment of the principal of and interest on which are unconditionally guaranteed by, the United States ("**Government Obligations**"), (ii) certificates of deposit or municipal obligations fully secured by Government Obligations, (iii) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, (iv) State and Local Government Series ("**SLGS**") Securities, and (v) municipal obligations, the payment of the principal of, interest and redemption premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations



(all of which collectively, with Government Obligations, "**Defeasance Securities**"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying Agent and Transfer Agent, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under the Bond Resolution and shall no longer be deemed to be outstanding hereunder, and the Registered Owners of the Bonds shall have no rights in respect thereof except to receive payment of the principal of and interest on such Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient under the Bond Resolution if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Bonds.

**SECTION 5.** (a) When the Bonds have been executed as herein provided, they shall be registered as an obligation of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the reverse side of, or attached to, each of the Bonds over the manual or facsimile signature of the Clerk and manual or facsimile seal, the certificate in substantially the form set out in Section 7.

(b) The Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the Clerk, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the Bonds other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The Bonds shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation, if applicable, of the Bonds and the final, unqualified respective approving opinion of Bond Counsel.

(d) Prior to or simultaneously with the delivery by the Transfer Agent of any of the Bonds, the City shall file with the Transfer Agent:

(i) A copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation, if applicable, of the Bonds; and

(ii) An authorization to the Transfer Agent, signed by the Mayor or Clerk, to authenticate and deliver the Bonds to the Purchaser.

(e) At delivery, the Transfer Agent shall authenticate the Bonds, and deliver them to the Purchaser upon payment of the purchase price of the Bonds to the City.

(f) Bonds blank as to denomination, rate of interest, date of maturity and numbered 1 upward and sufficient in quantity in the judgment of the City to meet the reasonable transfer



and reissuance needs on the Bonds, shall be printed and delivered to the Transfer Agent in generally-accepted format, and held by the Transfer Agent until needed for transfer or reissuance, whereupon the Transfer Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and number prior to the registration, authentication and delivery thereof to the transferee holder. The Transfer Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional Bonds bearing the manual or facsimile seal of the City and manual or facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Bonds.

**SECTION 6.** (a) The City will appoint the paying agent and the transfer agent for the Bonds upon receiving the recommendation of the Purchaser; provided, however, if the Purchaser does not make a recommendation, the Mayor is hereby given authority to appoint the Paying Agent and Transfer Agent. The Paying Agent and Transfer Agent shall be a bank or trust company located within the State. The City specifically reserves the right to hereafter designate a separate transfer agent and/or paying agent in its discretion in the manner hereinafter provided.

(b) So long as any of the Bonds shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the Bonds. The Transfer Agent is hereby appointed registrar for the Bonds in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any 2021 Bond entitled to registration or transfer.

(c) The City shall pay or reimburse the 2021 Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the City and the 2021 Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the 2021 Agent shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) (i) A 2021 Agent may at any time resign and be discharged of the duties and obligations of either the function of the Paying Agent or Transfer Agent, or both, respectively, by giving at least sixty (60) days' written notice to the City and may be removed from either or both of said functions at any time by resolution of the Governing Body delivered to the 2021 Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor 2021 Agent and shall be transmitted to the 2021 Agent being removed within a reasonable time prior to the effective date thereof; provided, however, that no resignation or removal of a 2021 Agent shall become effective until a successor 2021 Agent has been appointed pursuant to the Bond Resolution.

(ii) Upon receiving notice of the resignation of a 2021 Agent, the City shall promptly appoint a successor 2021 Agent by resolution of the Governing Body. Any appointment of a successor 2021 Agent shall become effective upon acceptance of appointment by the successor 2021 Agent. If no successor 2021 Agent shall have been so



appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning 2021 Agent may petition any court of competent jurisdiction for the appointment of a successor 2021 Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor 2021 Agent.

(iii) In the event of a change of 2021 Agents, the predecessor 2021 Agent shall cease to be custodian of any funds held pursuant to the Bond Resolution in connection with its role as such 2021 Agent, and the successor 2021 Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed 2021 Agent shall be fully paid. Every predecessor 2021 Agent shall deliver to its successor 2021 Agent all records of account, registration records, lists of applicable Registered Owners and all other records, documents and instruments relating to its duties as such 2021 Agent.

(iv) Any successor 2021 Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(v) Every successor 2021 Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor 2021 Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor 2021 Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor.

(vi) Should any transfer, assignment or instrument in writing be required by any successor 2021 Agent from the City to more fully and certainly vest in such successor 2021 Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor 2021 Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(vii) The City will provide any successor 2021 Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Bonds.

(viii) All duties and obligations imposed hereby on a 2021 Agent or successor 2021 Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by the Bond Resolution.

(e) Any corporation or association into which a 2021 Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor 2021 Agent hereunder and vested with all the powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor



2021 Agent, anything herein to the contrary notwithstanding, provided only that such successor 2021 Agent shall be satisfactory to the City and eligible under the provisions of Section 6(d)(iv) hereof.

**SECTION 7.** The Bonds shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by the Bond Resolution:

**[2021 BOND FORM]**

**UNITED STATES OF AMERICA  
STATE OF MISSISSIPPI  
CITY OF TUPELO  
TAXABLE TAX INCREMENT LIMITED OBLIGATION BOND  
SERIES 2021  
(FAIRPARK DISTRICT DEVELOPMENT PROJECT)**

NO. \_\_\_\_\_ \$ \_\_\_\_\_

|                         |                 |                               |                  |
|-------------------------|-----------------|-------------------------------|------------------|
| <u>Rate of Interest</u> | <u>Maturity</u> | <u>Date of Original Issue</u> | <u>CUSIP NO.</u> |
| _____%                  | ____ 1, 20__    | _____, 2021                   | _____            |

**Registered Owner:** \_\_\_\_\_

**Principal Amount:** \_\_\_\_\_ **DOLLARS**

The City of Tupelo, State of Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi (the "State"), acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America (the "United States") to the Registered Owner identified above, upon the presentation and surrender of this 2021 Bond, at the principal office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, or its successor, as paying agent (the "Paying Agent") for the Taxable Tax Increment Limited Obligation Bonds, Series 2021 (Fairpark District Development Project) (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this 2021 Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, or its successor, as transfer agent for the Bonds (the "Transfer Agent"), as of the 15th day of the calendar month preceding the maturity date hereof.

Capitalized terms not defined herein shall be as defined in the Bond Resolution, as hereinafter defined.

The City further promises to pay interest on such principal amount from the date of this 2021 Bond or from the most recent Interest Payment Date to which interest has been paid, on \_\_\_\_\_ 1 of each year (an "Interest Payment Date"), in the amounts and at the rate or rates specified in the Bond Purchase Agreement, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the 15th day of the calendar month preceding the applicable Interest Payment Date.



Payments of principal of and interest on this 2021 Bond shall be made by check or draft mailed on each Interest Payment Date to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date.

This 2021 Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of Not to Exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_,000) to raise money for the purpose of paying the costs of constructing the Infrastructure Improvements, funding the 2021 Bonds Reserve Fund and paying costs of issuance for the Bonds (as hereinafter defined).

This 2021 Bond is issued under the authority of the Constitution and statutes of the State, including Sections 21-45-1 through 21-45-21, Mississippi Code of 1972, as amended and/or supplemented from time to time, and by the further authority of proceedings duly had by the Governing Body of the City, including a resolution adopted on May 18, 2021 (the "**Bond Resolution**").

The Bonds are subject to mandatory redemption on any Interest Payment Date, in inverse order of maturity, from funds transferred to the 2021 Bond Fund from the 2021 Construction Fund representing excess funds not utilized for the Infrastructure Improvements remaining in the 2021 Construction Fund; provided, however, if the moneys transferred from the 2021 Construction Fund to the 2021 Bond Fund total less than \$1,000, such moneys shall be used on the following Interest Payment Date for the Bonds to pay interest or principal and interest due on the Bonds.

The Bonds are subject to optional redemption prior to their stated dates of maturity to the extent provided in the Bond Purchase Agreement.

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days (or such shorter period approved by the Registered Owners) and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.



The Bonds are registered as to both principal and interest. The Bonds are to be issued or reissued in the denomination of \$1,000 each, or integral multiples thereof up to the amount of a single maturity.

This Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Transfer Agent, but only in the manner, subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer or exchange, a new 2021 Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds are and will continue to be payable as to principal and interest out of and secured by Tax Increment. Tax Increment means (ii) 100% of the added increments of City ad valorem tax revenue, and payments in lieu of taxes, if applicable and 50% of Lee County ad valorem tax revenue, and payments in lieu of taxes, if applicable resulting from the taxation of the Captured Assessed Value of the real and personal property contained within the District Property and all forming a part of the Redevelopment Project (excluding ad valorem taxes for school district purposes), which shall be necessary and sufficient to pay the principal of and interest on the Bonds and any future series of bonds issued by the City for the Redevelopment Project, fund the 2021 Bonds Revenue Fund together with the annual fees and expenses of the Paying Agent. **THE BONDS WILL CONSTITUTE LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TAX INCREMENT AND FROM OTHER MONIES PLEDGED THEREFOR. NEITHER THE FAITH, CREDIT, OR TAXING POWER OF THE CITY NOR THE FAITH, CREDIT, OR TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS.**

The City has further pledged funds available in the 2021 Bonds Reserve Fund and Tax Increment Surplus Account.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

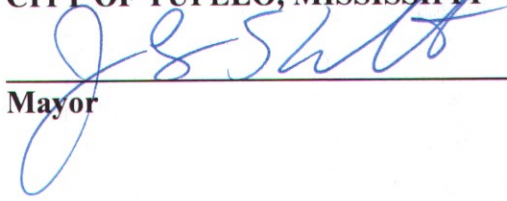
**IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED** that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding limited obligations of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law.

**IN WITNESS WHEREOF**, the City has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the Clerk of the City, under the manual or facsimile seal of the City, which




said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal.

**CITY OF TUPELO, MISSISSIPPI**

  
\_\_\_\_\_

**Mayor**

**COUNTERSIGNED:**

  
\_\_\_\_\_

**City Clerk**

**(seal)**

There shall be printed in the lower left portion of the face of, or attached to, the Bonds a registration and authentication certificate in substantially the following form:

**CERTIFICATE OF REGISTRATION AND AUTHENTICATION**

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the City of Tupelo, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2021 (Fairpark District Development Project).

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

\_\_\_\_\_ as Transfer Agent

BY: \_\_\_\_\_  
Authorized Officer

Date of Registration and Authentication: \_\_\_\_\_

There shall be printed on the reverse of, or attached to, the Bonds a registration and validation certificate and an assignment form in substantially the following form:

**REGISTRATION [AND VALIDATION] CERTIFICATE**

**STATE OF MISSISSIPPI  
COUNTY OF LEE  
CITY OF TUPELO**

I, the undersigned City Clerk of the City of Tupelo, Mississippi, do hereby certify that the within Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, [and has been validated and confirmed by Decree of the Chancery Court of Lee County, Mississippi], rendered on the \_\_\_\_ day of \_\_\_\_\_, 2021.

(seal)

**ASSIGNMENT**

**FOR VALUE RECEIVED**, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_, \_\_\_\_\_, Mississippi, as Transfer Agent to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

**NOTICE:** The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without any alteration whatever.

Signatures guaranteed:

**NOTICE:** Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

\_\_\_\_\_  
(Authorized Officer)

Date of Assignment: \_\_\_\_\_

Insert Social Security Number or Other  
Tax Identification Number of Assignee: \_\_\_\_\_

**[END OF BOND FORM]**

**SECTION 8.** In case any Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond stolen, destroyed or lost, upon the



Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that such Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

**SECTION 9.** For the purpose of effectuating and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing tax upon all of the taxable real and personal property of the City and Lee County within the geographical limits of the District Property in such amounts shall provide for the principal and interest as the same respectfully matures and accrues, funding a Reserve Fund, plus the annual fees and expenses of the Paying Agent, all as agreed pursuant to the Interlocal Agreement. All or any portion of the receipts from the levy and collection of said ad valorem tax which represents the Tax Increment shall be withheld by the tax collector of each the City and the County, and/or by any other tax collecting agency authorized by law for the collection of said taxes, who shall pay over all such Tax Increment to the Clerk to the credit of the 2021 Bond Fund created pursuant to Section 14 hereof and to the 2021 Bonds Reserve Fund that portion representing Tax Increment Surplus necessary to fund any deficiency in the 2021 Debt Service Reserve Requirement for the 2021 Bonds Reserve Fund, all as further provided in Section 16. Any such moneys so paid to the Clerk to the credit of the 2021 Bond Fund shall be expended only as provided in Section 14 hereof. The Tax Increment Surplus, if any, shall be transferred to the Tax Increment Surplus Account for use as set forth in Section 16.

**SECTION 10.** Only such of the Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall be entitled to the rights, benefits and security of the Bond Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under the Bond Resolution. The Transfer Agent's certificate of registration and authentication on any Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent but it shall not be necessary that the same officer sign said certificate on all of the Bonds that may be issued hereunder at any one time.

**SECTION 11.** In the event the Purchaser shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Bonds, within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, one Bond registered in the name of the Purchaser may be issued in the full amount for each maturity. Ownership of the Bonds shall be in the Purchaser until the initial Registered Owner has made timely payment and, upon request of the Purchaser within a reasonable time of the initial delivery of the Bonds, the Transfer Agent shall re-register any such Bond upon its records in the name of the Registered Owner to be designated by the Purchaser in the event timely payment has not been made by the initial Registered Owner.

**SECTION 12.** Except as hereinabove provided, the Person in whose name any Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the



absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

**SECTION 13.** (a) Each Bond shall be transferable only in the records of the City, upon surrender thereof at the office of the Transfer Agent together with a written instrument of transfer satisfactory to the Transfer Agent, duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond or Bonds.

(b) In all cases in which the privilege of transferring Bonds is exercised, the Transfer Agent shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution.

**SECTION 14.** (a) The City hereby establishes the 2021 Bond Fund for the Bonds which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Bonds, and the payment of 2021 Agents' fees in connection therewith. There shall be deposited into the 2021 Bond Fund as and when received:

- (i) The accrued interest and premium, if any, received upon delivery of the Bonds;
- (ii) The avails of any of the ad valorem taxes and any payments in lieu of taxes, if applicable pursuant to Section 9 hereof subject to the limitation as described in sub-section (b) below;
- (iii) Funds transferred from the 2021 Bonds Reserve Fund and/or the Tax Increment Surplus Account pursuant to sub-section (b) below;
- (iv) Any income received from investment of monies in the 2021 Bond Fund; and
- (v) Any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the 2021 Bond Fund.

(b) The Clerk shall deposit all moneys, including but not limited to the Tax Increment portion of the receipts, but excluding the proceeds of the Bonds to be deposited in the 2021 Construction Fund and the 2021 Bonds Reserve Fund, into the 2021 Bond Fund. The City shall deposit in the 2021 Bond Fund an amount equal to the amount necessary to make each principal and interest payment together with the annual fees and expenses of the Paying Agent. The source of such funds shall be limited to the Tax Increment portion of the ad valorem tax receipts. The City shall first apply the Tax Increment to the payment of the Bonds. Any Tax



Increment Surplus shall be deposited first into the 2021 Bonds Reserve Fund and, if any, into the Tax Increment Surplus Account all as provided for in Section 16 hereof.

(c) As long as any principal of and interest on the Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2021 Bond Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying Agent in time to reach said Paying Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

**SECTION 15.** The City hereby establishes the 2021 Construction Fund and the following sub-accounts therein, which shall be held by the City and maintained with a qualified depository: (a) Developer's Project Account; and (b) Costs of Issuance Account. A portion of the Bond proceeds received upon the sale of the Bonds shall be deposited in the 2021 Construction Fund sub-accounts in the amounts as follows: (a) an amount not to exceed five (5%) percent of the principal amount of the Bonds issued, in the Costs of Issuance Account, which amount does not include the Purchaser's fee, if any; and (b) the balance of the funds in the Developer's Project Account. Any income received from investment of monies in the 2021 Construction Fund sub-accounts shall be deposited in the 2021 Bond Fund to pay interest on the Bonds.

From the 2021 Construction Fund, Developer's Project Account there shall be paid the costs of the Infrastructure Improvements. Any amounts which remain in the 2021 Construction Fund, Developer's Project Account in amount of \$1,000 or integral multiples thereof after the completion of the Infrastructure Improvements shall be transferred to the 2021 Bond Fund and used for the mandatory redemption of Bonds as set forth herein and any amount which remain on deposit in the 2021 Construction Fund, Developer's Project Account which is less than \$1,000 shall be deposited to the 2021 Bond Fund and used as permitted under State law.

From the 2021 Construction Fund, Costs of Issuance Account there shall be paid the costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation (if required by the Purchaser) and delivery of the Bonds. Any amount which remains in the 2021 Construction Fund, Costs of Issuance Account following 30 days from the delivery date of the Bonds shall be transferred to the 2021 Bond Fund and used as permitted under State law.

**SECTION 16.** (a) The City hereby establishes the 2021 Bonds Reserve Fund be maintained by the City with a qualified depository. The City shall deposit or cause to be deposited into the 2021 Bonds Reserve Fund funds as follows: (i) a portion of the proceeds of the Bonds designated on the date of delivery of the Bonds; (ii) funds identified as Tax Increment Surplus until the amount in the 2021 Bonds Reserve Fund is equal to the 2021 Debt Service Reserve Requirement, (iii) funds identified as the Tax Increment Surplus to meet a deficiency, if any, in the 2021 Debt Service Reserve Requirement, and (iv) the Tax Increment Surplus, if any, into the Tax Increment Surplus Account. On or before five (5) days prior to each Interest Payment Date for the Bonds, the City shall request the Paying Agent to transfer monies to the 2021 Bond Fund to the extent there are insufficient funds deposited therein pursuant to Section 14 to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds.



(b) The City hereby establishes within the 2021 Bonds Reserve Fund the Tax Increment Surplus Account which shall be maintained with the City. The City shall deposit or cause to be deposited into the Tax Increment Surplus Account all funds identified as the Tax Increment Surplus to the extent said funds are not required to meet any deficiency (i) on any Interest Payment Date in the 2021 Bond Fund or (ii) in the 2021 Debt Service Reserve Requirement. On or before five (5) days prior to each Interest Payment Date for the Bonds, the City shall request the Paying Agent to transfer monies to the 2021 Bond Fund to the extent there are insufficient funds deposited therein pursuant to Section 14 to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds.

(c) Upon the final maturity of the Bonds and provided amounts on deposit in the 2021 Bonds Reserve Fund, including those amounts in the Tax Increment Surplus Account are not necessary to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds, the City shall pay only from available monies on deposit in the 2021 Bonds Reserve Fund and Tax Increment Surplus Account an amount that shall not exceed the Approved Eligible Costs determined in accordance with the Development Agreement to the Developer. If the Approved Eligible Costs exceeds the amount available in the 2021 Bonds Reserve Fund and Tax Increment Surplus Account, the City shall only pay to the Developer the amount in 2021 Bonds Reserve Fund and Tax Increment Surplus Account and shall not owe the Developer any further amounts. Any remaining amounts, if any, in the 2021 Bonds Reserve Fund and Tax Increment Surplus Account after the payment of the Approved Eligible Costs to the Developer shall be transferred to the City's general fund and used as permitted by State law.

**SECTION 17.** (a) Payment of principal on the Bonds shall be made, upon presentation and surrender of the Bonds at the principal office of the Paying Agent to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date for the Bonds.

(b) Payment of each installment of interest on the Bonds shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date for the Bonds. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such 2021 Bond subsequent to the Record Date for the Bonds and prior to the due date of the interest.

(c) Principal of and interest on the Bonds shall be paid by check or draft mailed on the Interest Payment Date for the Bonds to Registered Owners of the Bonds at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner of the Bonds to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date for the Bonds to be effective as of such date.

**SECTION 18.** The Bonds may be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings in Lee County, Mississippi.



**SECTION 19.** Based on existing statutes, rulings and court decisions and assuming, among other matters, compliance with certain covenants, the interest on the Bonds is includable for purposes of federal income taxation. Under existing law, interest on the Bonds is excludable from present taxes imposed by the State.

**SECTION 20.** Each of the following constitutes an event of default under the Bond Resolution:

(a) Failure by the City to pay any installment of principal of or interest on any Bond at the time required;

(b) Failure by the City to perform or observe any other covenant, agreement or condition on its part contained in the Bond Resolution (other than the covenants contained in Section 22 hereof) or in the Bonds, and the continuance thereof for a period of thirty (30) days after written notice thereof to the City by the Registered Owners of not less than ten percent (10%) in principal amount of the then outstanding Bonds; or

(c) An Act of Bankruptcy occurs.

**SECTION 21.** That the Governing Body of the City hereby authorizes the negotiation of the sale of the Bonds to the Purchaser and authorizes the execution by the Mayor and Clerk of the City of the Bond Purchase Agreement/Placement Agreement for and on behalf of the City, based on the recommendation of Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel, and Government Consultants, Inc., as Municipal Advisor, and provided that the following parameters are met: (1) the par amount of the Bonds will not exceed \$650,000; (2) the net interest cost of not more than five percent (5.00%) for the Bonds; (3) the Bonds will mature no later than fifteen years from their respective date of delivery; and (4) terms and provisions of the Bonds in compliance with the Act, and this Bond Resolution.

**SECTION 22.** Due to the character of the Bonds, the complexity of structuring the Bonds and prevailing market conditions, the Bonds shall be sold to the Purchaser at private sale pursuant to the terms and provisions of the Bond Purchase Agreement/Placement Agreement in substantially the form attached hereto as **Exhibit A**. The Mayor of the City and the Clerk, acting for and on behalf of the City, is hereby authorized and directed to negotiate with the Purchaser for the sale of the Bonds and to make the final decisions regarding (a) the aggregate principal amount of the Bonds, (b) the redemption provisions of the Bonds, (c) the interest rates to be borne by the Bonds, (d) the maturity date of the Bonds, (e) the principal and interest payment dates for the Bonds, and (f) to make all final determinations necessary to structure the Bonds. The Bond Purchase Agreement in substantially such form is hereby approved in all respects and, subject to the provisions of this Section, Section 4 and Section 21 hereof, the Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Bond Purchase Agreement for and on behalf of and in the name of the City, with such changes, omissions, insertions and revisions, as may be approved by the Mayor and the Clerk, said execution being conclusive evidence of such approval.

**SECTION 23.** The Mayor and Clerk are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to pay on the Closing Date of the Bonds the costs of



issuance of said Bonds; provided, however, the aggregate total costs of issuance for said Bonds shall not exceed \$80,000.00, excluding any Purchaser's discount, if applicable.

**SECTION 24.** Notwithstanding any other provisions of this Bond Resolution, it is the intent of the Governing Body that each member of the Governing Body, including the Mayor and the Clerk, are hereby authorized to execute any and all documents, certificates, instruments and papers, and any and all acts and things as may be necessary or advisable in connection with the authorization, sale, preparation, execution, issuance and delivery of the Bonds.

**SECTION 25.** Except as otherwise expressly provided herein, nothing in this Bond Resolution, express or implied, is intended or shall be construed to confer upon any person or firm or corporation other than the City, the holders of the Bonds issued under the provisions of this Bond Resolution, the Governing Body and the Paying and Transfer Agent, any right, remedy, or claim, legal or equitable, under and by reason of this Bond Resolution or any of the provisions hereof. This Bond Resolution and all of its provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Governing Body and the holders from time to time of the Bonds issued under the provisions of this Bond Resolution.

**SECTION 26.** All covenants, stipulations, obligations and agreements of the City contained in this Bond Resolution, shall be binding upon the City, and, except as otherwise provided in this Bond Resolution, all rights, powers and privileges conferred, and duties and liabilities imposed upon the City by the provisions of this Bond Resolution, shall be exercised or performed by the City. No stipulation, obligation or agreement herein contained or any other document necessary to conclude the issuance and sale of the Bonds shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City, including its Governing Body, in his or her individual capacity, and no such officer, agent or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance and sale thereof.

**SECTION 27.** The Mayor and Clerk are further authorized and directed to execute and deliver any additional documents, agreements, instruments, requisitions and certificates that are required in connection with the sale and issuance of the Bonds. If the date of the issuance and delivery of the Bonds occurs after August 2021, then the Mayor is hereby fully authorized to approve all applicable and necessary changes to provide for the dating of the documents for the appropriate month in 2021 (including the Bonds), the execution of said documents being conclusive evidence of such approval, and no further action shall be required of the Governing Body of the City to approve such date changes. Notwithstanding any other provision herein or in any attachments hereto, the Governing Body of the City further authorizes any necessary changes and /or deletions to the name and/or title and/or series designation of the Bonds and corresponding changes or deletions to this Bond Resolution if it is determined that it is in the best economic interest of City for the Bonds to be issued in one or more tax-exempt or taxable series, as municipal bond market conditions may dictate.

**SECTION 28.** No Stipulation, obligation or agreement herein contained or contained in this Bond Resolution, or other documents necessary to conclude the sale and issuance of the Bonds shall be deemed to be a stipulation, obligation or agreement of any officer, director, agent or employee of the City in such person's individual capacity, and no such officer, director, agent or



employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the sale and issuance thereof.

**SECTION 29.** When the Bonds are issued, the Clerk is hereby authorized and directed to prepare and furnish to the Paying Agent and Bond Counsel certified copies of all the proceedings and records of the City relating to the Bonds, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the Clerk's custody and control or as otherwise known to the Clerk; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein.

**SECTION 30.** From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the issuance of the Bonds and the execution and delivery of any such documents and certificates to which the City is a party or other documents necessary to conclude the sale and issuance of the Bonds and to document the City's compliance with the Act.

**SECTION 31.** If any one or more of the provisions of this Bond Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Bond Resolution, but this Bond Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

**SECTION 32.** All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

[The remainder of this page left intentionally blank.]

Councilperson Beard seconded the motion to adopt the foregoing resolution and the question being put to a roll call vote, the result was as follows:

**YEAS:**  
Markel Whittington  
Lynn Bryan  
Travis Beard  
Nettie Davis  
Buddy Palmer  
Willie Jennings

**NAYS:**  
none

**ABSENT:**  
Mike Bryan

The Mayor thereby declared the motion carried and the Bond Resolution adopted, this the 18th day of May 2021.

(SEAL)

**ATTEST:**

**ADOPTED:**

Missy Shelton  
**CLERK OF COUNCIL**

Mike Beard  
**PRESIDENT**

The above and foregoing Bond Resolution having been submitted to and approved by the Mayor, this the 18th day of May 2021.

Kim Hanna  
**CITY CLERK**

J. S. White  
**MAYOR**

**BOND PURCHASE AGREEMENT (PRIVATE PLACEMENT)****\$616,000  
CITY OF TUPELO, MISSISSIPPI  
TAXABLE TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2021  
(FAIRPARK DISTRICT DEVELOPMENT PROJECT)**

Date: May 24, 2021

Mayor and City Council  
City of Tupelo, Mississippi

Bank of Yazoo with its principal offices located in Flowood, Mississippi (the "**Purchaser**"), offers to enter into this Bond Purchase Agreement (Private Placement) (this "**Agreement**") with the City of Tupelo, Mississippi (the "**City**") which, upon the City's acceptance, will be binding upon the City and the Purchaser. This offer is made subject to acceptance by the City at or prior to the end of the day Daylight Savings Time on the date hereof and, if not so accepted, will be subject to withdrawal by the Purchaser upon written notice delivered to the City by the Purchaser at any time prior to acceptance by the City.

1. **BACKGROUND**

(a) The City will issue and sell its \$616,000 principal amount of Taxable Tax Increment Limited Obligation Bonds, Series 2021 (Fairpark District Development Project) (the "**Bonds**"). The Bonds are being issued to provide funds for certain site and improvements relating to the Project (as defined in the City's bond resolution, adopted on May 18, 2021 (the "**Bond Resolution**")), including, but not necessarily limited to, installing, constructing and/or reconstruction various infrastructure improvements of the Project, which may include, but are not necessarily limited to, the removal of existing structures, streets, utilities and other improvements upon such project areas, the installation, construction, rehabilitation and/or relocation of streets, utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, on-site parking, paving, site improvements and other related parking lot improvements, the relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural and engineering fees, attorney's fees, TIF plan preparation fees, municipal advisory and consultant fees, issuance costs, capitalized interest and other costs incidental to the construction by the Developer for the Project; TIF plan preparation fees and other incidental related costs; and related professional fees; (ii) partially funding the 2021 Bonds Reserve Fund (as defined in the Bond Resolution); and (iii) paying costs of issuance for the Bonds.

(b) The Bonds will be issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "**Act**"), and by authority of proceedings duly had by the Mayor and City Council (the "**Governing Body**") of the City, including the Bond Resolution. The Bonds are payable from the Tax Increment (as defined in the Bond Resolution). The Tax Increment has been pledged to pay the principal of, premium, if any, and interest on the Bonds and to make the payments into the



2021 Bond Fund, the 2021 Bonds Reserve Fund, the Tax Increment Surplus Fund, all as provided for in the Bond Resolution (as such terms are defined in the Bond Resolution).

(c) The Bonds will contain the terms and provisions described in the Bond Resolution and will bear interest at the rates and mature on the dates all as more fully described in Paragraph 4(c) of this Agreement.

(d) No preliminary official statement, final official statement or other disclosure document will be distributed in connection with the sale and issuance of the Bonds.

## 2. REPRESENTATIONS OF THE CITY

The City makes the following representations, all of which will survive the purchase and offering of the Bonds:

(a) The City is a political subdivision of the State of Mississippi (the "State"), duly organized and existing under the laws of the State.

(b) The City is authorized by the provisions of the Act and the Bond Resolution to issue the Bonds secured as set forth in the Bond Resolution.

(c) The City has complied with all provisions of the Constitution and the laws of the State pertaining to the issuance and sale of the Bonds, including the Act, and has full power and authority to authorize and thereafter consummate all transactions contemplated by this Agreement and the Bonds.

(d) The City has duly adopted the necessary resolutions and has duly authorized the execution of this Agreement and the issuance and sale of the Bonds, and has taken all actions and obtained all approvals necessary and appropriate to carry out the same except as set forth in Paragraph 9 of this Agreement.

(e) The City has duly authorized all necessary actions to be taken by the City for (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Bond Resolution, (ii) the execution, delivery, receipt and due performance of this Agreement and the Bonds, and any and all other agreements and documents as may be required to be executed, delivered and received by the City in order to consummate the transactions contemplated hereby, and (iii) the consummation of the transactions contemplated hereby.

(f) There is no action, suit, proceeding, inquiry, investigation at law or in equity or before or by any court, public board or body pending or, to the best of the City's knowledge, threatened against or affecting the City (or any basis therefor), wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or the validity of the Bonds, this Agreement or any agreement or instrument to which the City is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(g) The execution and delivery by the City of this Agreement, the Bonds, and other agreements contemplated hereby and compliance with the provisions thereof will not conflict with

or constitute, on the part of the City, a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the City is subject or by which the City is or may be bound.

(h) Any certificate signed by any of the City's authorized officers and delivered to the Purchaser shall be deemed a representation and warranty by the City to the Purchaser as to the statements made therein.

(i) To the knowledge of the City, the City is not in default, and at no time has been in default, in the payment of principal of, premium, if any, interest on, or otherwise in default with respect to bonds, notes, or other obligations which it has issued, assumed or guaranteed.

### 3. COVENANTS OF THE CITY

The City agrees to the following covenants, all of which will survive the purchase and offering of the Bonds and any investigations made by or on behalf of the Purchaser:

(a) The City shall apply the proceeds of the Bonds in accordance with the Bond Resolution.

(b) The City shall not take or omit to take, as may be applicable, any action which would, in any way, cause the proceeds of the Bonds to be applied in a manner contrary to the requirements of the Bond Resolution.

(c) Whether or not the sale of the Bonds by the City to the Purchaser is consummated, the City agrees that the Purchaser shall have no obligation to pay any costs or expenses incident to the performance of the obligations of the City under this Agreement.

### 4. PURCHASE, SALE AND DELIVERY OF THE BONDS

(a) On the basis of the representations, warranties and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, on the Closing Date the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser all, but not less than all, of the Bonds for a purchase price of not to exceed \$616,000, representing the par amount thereof, all in accordance with this Agreement and the Purchaser's commitment letter attached hereto as **ATTACHMENT B**.

(b) The City will deliver the Bonds to or for the account of the Purchaser against payment of the purchase price therefor on or before June 15, 2021 unless a later date is mutually agreed by the City and the Purchaser (the "**Closing Date**"). The Bonds may be in printed, engraved, typewritten or photocopied form, and each such form shall constitute "definitive form."

(c) The Bonds shall be payable directly to the Purchaser; shall be dated the date of delivery thereof; shall be payable, both as to principal and interest, in lawful money of the United States of America at the office of the City Clerk, acting as paying agent, registrar and transfer agent for said Bonds; shall bear interest from the date thereof at the rates provided for in **ATTACHMENT A**, payable annually on such dates in each year as are specified in **ATTACHMENT A**, commencing on a date to be specified in **ATTACHMENT A**; and shall

mature, subject to prior redemption, if so provided in **ATTACHMENT A**, on the dates and in the years and principal amounts set out in the **ATTACHMENT A**.

(d) In connection with the purchase, sale and delivery of the Bonds, the Purchaser represents and warrants to the City the following:

(1) the Bonds will be sold and purchased as set forth in Paragraph 4(a) hereof through a private sale;

(2) the Purchaser is not purchasing for more than one (1) account, and is purchasing the Bonds for its own account for the purpose of investment and not with a view towards distribution or resale;

(3) the Purchaser has knowledge and experience in financial and business matters and is capable of evaluating the risks and merits of purchasing the Bonds;

(4) the Purchaser has read and understands the Bond Documents (hereinafter described);

(5) the Purchaser has had an opportunity to obtain and has obtained from the City all of the information, documents and materials it regards as necessary to evaluate the merits and risks of its purchase of the Bonds;

(6) the Purchaser recognizes that Bond Counsel and counsel for the City are not responsible for any information contained in or omitted from materials regarding the City and that it does not look to Bond Counsel or counsel for the City to obtain such information on its behalf; and

(7) while the Purchaser has no present intention to resell or otherwise dispose of all or any part of the Bonds, the Purchaser assumes responsibility for disclosing all material information in compliance with all applicable federal and State securities laws in the event of its resale of the Bonds.

5. BOND DOCUMENTS

On or prior to the Closing Date, the Purchaser shall have received a copy, certified by the City Clerk of the City, of the transcript of proceedings of the Governing Body of the City in connection with the authorization, issuance, sale and validation of the Bonds and the supplemental transcript of proceedings, if applicable, regarding same. Such transcripts shall include the Bond Resolution and the form of this Agreement (collectively, the "**Bond Documents**").



## 6. CONDITIONS TO OBLIGATIONS OF THE PURCHASER

The obligation of the Purchaser to purchase and pay for the Bonds and the obligation of the City to sell the Bonds to the Purchaser shall be subject to the following conditions precedent:

(a) The City shall have performed all of its obligations hereunder and the statements made on behalf of the City hereunder shall be true and correct on the date hereof and on the Closing Date, as if made on the Closing Date, and the City shall deliver a certificate to such effect.

(b) Except as may have been agreed to by the Purchaser, as of the Closing Date, each of the Bond Documents and all other official actions of the City relating thereto shall be in full force and effect and shall not have been amended, modified or supplemented.

(c) The City shall have received the approving opinion of Butler Snow LLP, Bond Counsel, in form and substance acceptable to the Purchaser.

(d) The Purchaser shall have received the opinion of counsel to the City, Ben Logan, Esquire, Tupelo, Mississippi, dated the Closing Date and addressed to the Purchaser, in form and substance acceptable to the Purchaser.

(e) Between the date of this Agreement and the Closing Date, no material adverse change shall have occurred, nor shall any development have occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects or properties of the City.

(f) On or prior to the Closing Date, all actions required to be taken as of the Closing Date in connection with the Bonds and the Bond Documents by the City shall have been taken, and the City shall have performed and complied with all agreements, covenants and conditions required to be performed or complied with by this Agreement, the Bonds and the Bond Documents, and the City shall deliver a certificate to such effect insofar as the foregoing actions, agreements, covenants and conditions apply, and each of such agreements shall be in full force and effect and shall not have been amended, modified or supplemented, except as has been agreed to in writing by the Purchaser.

(g) None of the events referred to in Paragraph 7, infra, of this Agreement shall have occurred.

(h) The terms and conditions set forth in **ATTACHMENT A** hereto shall have been complied with.

(i) The Purchaser shall have received a certificate, dated the Closing Date and signed on behalf of the City, to the effect that:

(1) the City has not received notice of any pending, nor to the City's knowledge is there any threatened, action, suit, proceeding, inquiry or investigation against the City, at law or in equity, by or before any court, public board or body, nor to the City's knowledge is there any basis therefor, affecting the existence of the City or the titles of its officers to their respective offices, or seeking to prohibit, restrain or enjoin the sale, issuance or

delivery of the Bonds or the pledge of the Tax Increment pledged or to be pledged to pay the principal of, premium, if any, and interest on the Bonds, or in any way materially adversely affecting or questioning (A) the existence and powers of the City, (B) the use of the proceeds of the Bonds, (C) the validity or enforceability of the Bonds, the Bond Resolution or any proceedings of the City taken with respect to the Bonds, (D) the execution and delivery of this Agreement or the Bonds or (E) the power of the City to carry out the transactions contemplated by this Agreement or the Bonds;

(2) the City has complied with all the covenants and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Date, and the representations and warranties of the City contained herein are true and correct as of the Closing Date.

(j) Evidence, satisfactory in form and substance to the Purchaser and Bond Counsel, of a satisfactory and favorable conclusion to a bond validation proceeding under the laws of the State with respect to the Bonds shall have been received.

(k) The Purchase shall receive copies of such supplemental resolutions adopted by the City to meet the conditions of this Agreement.

(l) Such additional opinions and other documents as the Purchaser or Bond Counsel may reasonably request to evidence performance of or compliance with the provisions of this Agreement and the transactions contemplated hereby, all such Bonds and other documents to be satisfactory in form and substance to the Purchaser, shall have been received.

(m) If any conditions to the obligations of the Purchaser or the City contained in this Agreement are not satisfied and the satisfaction of such conditions shall not be waived by the Purchaser and the City, then, at the option of the Purchaser and the City, the Closing Date, (1) shall be postponed for such period as may be necessary for such conditions to be satisfied, or (2) without limiting the generality of Paragraph 12 of this Agreement, the obligations of the Purchaser and the City under this Agreement shall terminate, and neither the Purchaser nor the City shall have any further obligations or liabilities hereunder.

All of the legal opinions, Bonds, proceedings, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Purchaser and the City.

## 7. TERMINATION

The Purchaser may terminate its obligations hereunder by written notice to the City if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(a) Legislation shall have been enacted or a decision by a court of the United States of America shall be rendered or any action taken by the Securities and Exchange Commission which, in the opinion of counsel to the Purchaser, has the effect of requiring the offer or sale of the Bonds to be registered under the Securities Act of 1933, as amended.

(b) (1) In the judgment of the Purchaser, the market price of the Bonds is adversely affected because (A) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, (B) a general banking moratorium shall have been established by federal, New York or State authorities, or (2) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance or sale of the Bonds or in any way contesting or affecting any authority or security for or the validity of the Bonds, or the existence or powers of the City.

(c) There shall have occurred any change that, in the reasonable judgment of the Purchaser, makes unreasonable or unreliable any of the assumptions upon which payment of debt service on the Bonds is predicated.

(d) There shall have occurred any material change in the business or affairs of the City which, in the reasonable judgment of the Purchaser, materially adversely affects the investment quality of the Bonds.

(e) Any legislation, ordinance, rule or regulations shall be enacted or be actively considered for enactment by any governmental body, department or agency of the State., or a decision by any court of competent jurisdiction within the State of Mississippi shall be rendered, which, in the reasonable opinion of the Purchaser, materially or adversely affects the market price of the Bonds.

(f) A stop order, ruling regulation or official statement by or on behalf of the Office of Secretary of State of the State shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as contemplated hereby, is a violation of any provisions of the Blue Sky laws of the State.

(g) Any condition to the Purchaser's obligations hereunder is not satisfied or because of any refusal, inability or failure on the part of the City to comply with any of the terms or to fulfill any of the conditions provided for or contemplated by this Agreement, or if for any reason the City shall be unable to perform all of its obligations or satisfy conditions provided for or contemplated in this Agreement.

(h) Additional material restrictions, not in force as of the date hereof, shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

## 8. EXPENSES

Except as otherwise provided herein, the City shall cause to be paid from proceeds of the sale of the Bonds or from other funds available to the City, the costs of issuing the Bonds, including, but not limited to, the fees and expenses described in Paragraph 3 of this Agreement, whether or not the sale of the Bonds by the City to the Purchaser is consummated.

## 9. CONDITION OF THE CITY'S OBLIGATIONS

The City's obligations hereunder are subject to the following conditions precedent:



(a) Purchaser's performance of its obligations hereunder.

10. NOTICES

Any notice or other communication to be given to the City and the Purchaser under this Agreement may be given by delivering the same in writing as follows:

City: City of Tupelo, Mississippi  
City Hall, 71 Troy Street  
Tupelo, MS 38804

Purchaser: Bank of Yazoo  
P.O. Box 321209  
Flowood, Mississippi 39232  
Attention: Ben Aldridge, Chief Operating Officer

11. SUCCESSORS

This Agreement is made solely for the benefit of the City, and the Purchaser (including their successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof (other than pursuant to Section 3 hereof).

12. SURVIVAL OF CERTAIN REPRESENTATIONS AND WARRANTIES

All agreements, covenants representations and warranties and all other statements of the City set forth in or made pursuant to this Agreement shall remain in full force and effect, regardless of any investigation, or statement as to the results thereof made by or on behalf of the Purchaser or the City, and shall survive the Closing Date and the delivery of and payment for the Bonds.

13. GOVERNING LAW

This Agreement shall be governed by the laws of the State.

14. MISCELLANEOUS

This Agreement constitutes the only agreement among the parties hereto relating to the subject matter hereof and it supersedes and cancels any and all previous contracts, agreements or understandings with respect thereto. This Agreement may not be amended or modified except in writing executed by all parties hereto.


15. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Very truly yours,

**BANK OF YAZOO**

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

  
**Ben Aldridge, Chief Operating Officer**

Accepted on May 24, 2021

CITY OF TUPELO, MISSISSIPPI

By: James S. Shott  
Mayor

By: Fain Janna  
City Clerk



Signature Page to Bond Purchase Agreement (Private Placement)



## ATTACHMENT A

### PURCHASE PRICE

|                             |                     |
|-----------------------------|---------------------|
| Par Amount of 2021 Bonds    | \$616,000.00        |
| Total Available for Deposit | <u>\$616,000.00</u> |

### REDEMPTION PROVISIONS

The Bonds are subject to optional redemption prior to their stated date of maturity, at par, plus accrued interest to the date of redemption, either in whole, or in part, at the option of the City, at any time on or after June 1, 2025.

The Bonds are subject to mandatory redemption as follows:

The Bonds maturing June 1, 2033 are subject to mandatory sinking fund redemption, in part, by lot, on June 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

**\$616,000**  
**Term Bond at 5.00%**  
**Maturing June 1, 2033**

| <u>Year</u> | <u>Principal Amount</u> |
|-------------|-------------------------|
| 2022        | \$30,000                |
| 2023        | 42,000                  |
| 2024        | 44,000                  |
| 2025        | 46,000                  |
| 2026        | 48,000                  |
| 2027        | 50,000                  |
| 2028        | 53,000                  |
| 2029        | 56,000                  |
| 2030        | 58,000                  |
| 2031        | 60,000                  |
| 2032        | 63,000                  |
| 2033*       | 66,000                  |

\*Final Maturity.

### MAXIMUM ANNUAL DEBT SERVICE

\$71,300.00

**ATTACHMENT B  
PURCHASER'S COMMITMENT LETTER**



May 21, 2021

City of Tupelo, Mississippi  
ATTN: Kim Hanna, City Clerk and CFO  
71 E. Troy Street  
Tupelo, Mississippi 38804

Dear Kim:

The Bank of Yazoo is pleased to commit to the purchase of the City of Tupelo Tax Increment Financing Bonds ("the Bonds") relative to the Fairpark parking plaza project. Details of our commitment are as follows:

1. Par amount of the Bonds not to exceed \$640,000.
2. Term of the Bonds not to exceed 12 years with final maturity in 2033.
3. Bonds shall not be callable for 3 years post-closing.
4. Interest rate on all maturities is 5%.
5. Bank of Yazoo will charge no closing costs.
6. We understand the tax status of the Bonds to be federally taxable and state tax exempt.
7. Butler Snow will serve as Bond Counsel on the transaction and will render opinions as to the legality and tax status of the transaction.
8. Bonds will not be submitted for validation.

Please call me if you have any questions about our commitment to purchase the Bonds. We appreciate the opportunity to participate in this transaction.

Sincerely,

Ben Aldridge  
Chief Operating Officer

P.O. Box 321209  
Flowood, MS 39232  
(601) 992-9311  
Fax (601) 992-9372



**BOND PURCHASE AGREEMENT (PRIVATE PLACEMENT)**

\$\_\_\_\_,000

**CITY OF TUPELO, MISSISSIPPI  
TAXABLE TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2021  
(FAIRPARK DISTRICT DEVELOPMENT PROJECT)**

Date: \_\_\_\_\_, 2021

Mayor and City Council  
City of Tupelo, Mississippi

\_\_\_\_\_ with its principal offices located in \_\_\_\_\_, Mississippi (the "**Purchaser**"), offers to enter into this Bond Purchase Agreement (Private Placement) (this "**Agreement**") with the City of Tupelo, Mississippi (the "**City**") which, upon the City's acceptance, will be binding upon the City and the Purchaser. This offer is made subject to acceptance by the City at or prior to the end of the day Daylight Savings Time on the date hereof and, if not so accepted, will be subject to withdrawal by the Purchaser upon written notice delivered to the City by the Purchaser at any time prior to acceptance by the City.

1. **BACKGROUND**

(a) The City will issue and sell its \$\_\_\_\_,000 principal amount of Taxable Tax Increment Limited Obligation Bonds, Series 2021 (Fairpark District Development Project) (the "**Bonds**"). The Bonds are being issued to provide funds for certain site and improvements relating to the Project (as defined in the City's bond resolution, adopted on May 18, 2021 (the "**Bond Resolution**")), including, but not necessarily limited to, installing, constructing and/or reconstruction various infrastructure improvements of the Project, which may include, but are not necessarily limited to, the removal of existing structures, streets, utilities and other improvements upon such project areas, the installation, construction, rehabilitation and/or relocation of streets, utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, on-site parking, paving, site improvements and other related parking lot improvements, the relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural and engineering fees, attorney's fees, TIF plan preparation fees, municipal advisory and consultant fees, issuance costs, capitalized interest and other costs incidental to the construction by the Developer for the Project; TIF plan preparation fees and other incidental related costs; and related professional fees; (ii) partially funding the 2021 Bonds Reserve Fund (as defined in the Bond Resolution); and (iii) paying costs of issuance for the Bonds.

(b) The Bonds will be issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "**Act**"), and by authority of proceedings duly had by the Mayor and City Council (the "**Governing Body**") of the City, including the Bond Resolution. The Bonds are payable from the Tax Increment (as defined in the Bond Resolution). The Tax Increment has been pledged to pay

the principal of, premium, if any, and interest on the Bonds and to make the payments into the 2021 Bond Fund, the 2021 Bonds Reserve Fund, the Tax Increment Surplus Fund, all as provided for in the Bond Resolution (as such terms are defined in the Bond Resolution).

(c) The Bonds will contain the terms and provisions described in the Bond Resolution and will bear interest at the rates and mature on the dates all as more fully described in Paragraph 4(c) of this Agreement.

(d) No preliminary official statement, final official statement or other disclosure document will be distributed in connection with the sale and issuance of the Bonds.

## 2. REPRESENTATIONS OF THE CITY

The City makes the following representations, all of which will survive the purchase and offering of the Bonds:

(a) The City is a political subdivision of the State of Mississippi (the "State"), duly organized and existing under the laws of the State.

(b) The City is authorized by the provisions of the Act and the Bond Resolution to issue the Bonds secured as set forth in the Bond Resolution.

(c) The City has complied with all provisions of the Constitution and the laws of the State pertaining to the issuance and sale of the Bonds, including the Act, and has full power and authority to authorize and thereafter consummate all transactions contemplated by this Agreement and the Bonds.

(d) The City has duly adopted the necessary resolutions and has duly authorized the execution of this Agreement and the issuance and sale of the Bonds, and has taken all actions and obtained all approvals necessary and appropriate to carry out the same except as set forth in Paragraph 9 of this Agreement.

(e) The City has duly authorized all necessary actions to be taken by the City for (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Bond Resolution, (ii) the execution, delivery, receipt and due performance of this Agreement and the Bonds, and any and all other agreements and documents as may be required to be executed, delivered and received by the City in order to consummate the transactions contemplated hereby, and (iii) the consummation of the transactions contemplated hereby.

(f) There is no action, suit, proceeding, inquiry, investigation at law or in equity or before or by any court, public board or body pending or, to the best of the City's knowledge, threatened against or affecting the City (or any basis therefor), wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or the validity of the Bonds, this Agreement or any agreement or instrument to which the City is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(g) The execution and delivery by the City of this Agreement, the Bonds, and other agreements contemplated hereby and compliance with the provisions thereof will not conflict with or constitute, on the part of the City, a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the City is subject or by which the City is or may be bound.

(h) Any certificate signed by any of the City's authorized officers and delivered to the Purchaser shall be deemed a representation and warranty by the City to the Purchaser as to the statements made therein.

(i) To the knowledge of the City, the City is not in default, and at no time has been in default, in the payment of principal of, premium, if any, interest on, or otherwise in default with respect to bonds, notes, or other obligations which it has issued, assumed or guaranteed.

### 3. COVENANTS OF THE CITY

The City agrees to the following covenants, all of which will survive the purchase and offering of the Bonds and any investigations made by or on behalf of the Purchaser:

(a) The City shall apply the proceeds of the Bonds in accordance with the Bond Resolution.

(b) The City shall not take or omit to take, as may be applicable, any action which would, in any way, cause the proceeds of the Bonds to be applied in a manner contrary to the requirements of the Bond Resolution.

(c) Whether or not the sale of the Bonds by the City to the Purchaser is consummated, the City agrees that the Purchaser shall have no obligation to pay any costs or expenses incident to the performance of the obligations of the City under this Agreement.

### 4. PURCHASE, SALE AND DELIVERY OF THE BONDS

(a) On the basis of the representations, warranties and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, on the Closing Date the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser all, but not less than all, of the Bonds for a purchase price of not to exceed \$\_\_\_\_\_,000, representing the par amount thereof, all in accordance with this Agreement and the Purchaser's commitment letter attached hereto as **ATTACHMENT B**.

(b) The City will deliver the Bonds to or for the account of the Purchaser against payment of the purchase price therefor on or before \_\_\_\_\_, 2021 unless a later date is mutually agreed by the City and the Purchaser (the "**Closing Date**"). The Bonds may be in printed, engraved, typewritten or photocopied form, and each such form shall constitute "definitive form."

(c) The Bonds shall be payable directly to the Purchaser; shall be dated the date of delivery thereof; shall be payable, both as to principal and interest, in lawful money of the United



States of America at \_\_\_\_\_, Jackson, Mississippi, said bank to act as paying agent, registrar and transfer agent for said Bonds; shall bear interest from the date thereof at the rates provided for in **ATTACHMENT A**, payable annually on such dates in each year as are specified in **ATTACHMENT A**, commencing on a date to be specified in **ATTACHMENT A**; and shall mature, subject to prior redemption, if so provided in **ATTACHMENT A**, on the dates and in the years and principal amounts set out in the **ATTACHMENT A**.

(d) In connection with the purchase, sale and delivery of the Bonds, the Purchaser represents and warrants to the City the following:

(1) the Bonds will be sold and purchased as set forth in Paragraph 4(a) hereof through a private sale;

(2) the Purchaser is not purchasing for more than one (1) account, and is purchasing the Bonds for its own account for the purpose of investment and not with a view towards distribution or resale;

(3) the Purchaser has knowledge and experience in financial and business matters and is capable of evaluating the risks and merits of purchasing the Bonds;

(4) the Purchaser has read and understands the Bond Documents (hereinafter described);

(5) the Purchaser has had an opportunity to obtain and has obtained from the City all of the information, documents and materials it regards as necessary to evaluate the merits and risks of its purchase of the Bonds;

(6) the Purchaser recognizes that Bond Counsel and counsel for the City are not responsible for any information contained in or omitted from materials regarding the City and that it does not look to Bond Counsel or counsel for the City to obtain such information on its behalf; and

(7) while the Purchaser has no present intention to resell or otherwise dispose of all or any part of the Bonds, the Purchaser assumes responsibility for disclosing all material information in compliance with all applicable federal and State securities laws in the event of its resale of the Bonds.

## 5. BOND DOCUMENTS

On or prior to the Closing Date, the Purchaser shall have received a copy, certified by the City Clerk of the City, of the transcript of proceedings of the Governing Body of the City in connection with the authorization, issuance, sale and validation of the Bonds and the supplemental transcript of proceedings, if applicable, regarding same. Such transcripts shall include the Bond Resolution and the form of this Agreement (collectively, the "**Bond Documents**").

## 6. CONDITIONS TO OBLIGATIONS OF THE PURCHASER

The obligation of the Purchaser to purchase and pay for the Bonds and the obligation of the City to sell the Bonds to the Purchaser shall be subject to the following conditions precedent:

(a) The City shall have performed all of its obligations hereunder and the statements made on behalf of the City hereunder shall be true and correct on the date hereof and on the Closing Date, as if made on the Closing Date, and the City shall deliver a certificate to such effect.

(b) Except as may have been agreed to by the Purchaser, as of the Closing Date, each of the Bond Documents and all other official actions of the City relating thereto shall be in full force and effect and shall not have been amended, modified or supplemented.

(c) The City shall have received the approving opinion of Butler Snow LLP, Bond Counsel, in form and substance acceptable to the Purchaser.

(d) The Purchaser shall have received the opinion of counsel to the City, Ben Logan, Esquire, Tupelo, Mississippi, dated the Closing Date and addressed to the Purchaser, in form and substance acceptable to the Purchaser.

(e) Between the date of this Agreement and the Closing Date, no material adverse change shall have occurred, nor shall any development have occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects or properties of the City.

(f) On or prior to the Closing Date, all actions required to be taken as of the Closing Date in connection with the Bonds and the Bond Documents by the City shall have been taken, and the City shall have performed and complied with all agreements, covenants and conditions required to be performed or complied with by this Agreement, the Bonds and the Bond Documents, and the City shall deliver a certificate to such effect insofar as the foregoing actions, agreements, covenants and conditions apply, and each of such agreements shall be in full force and effect and shall not have been amended, modified or supplemented, except as has been agreed to in writing by the Purchaser.

(g) None of the events referred to in Paragraph 7, infra, of this Agreement shall have occurred.

(h) The terms and conditions set forth in **ATTACHMENT A** hereto shall have been complied with.

(i) The Purchaser shall have received a certificate, dated the Closing Date and signed on behalf of the City, to the effect that:

(1) the City has not received notice of any pending, nor to the City's knowledge is there any threatened, action, suit, proceeding, inquiry or investigation against the City, at law or in equity, by or before any court, public board or body, nor to the City's knowledge

is there any basis therefor, affecting the existence of the City or the titles of its officers to their respective offices, or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the pledge of the Tax Increment pledged or to be pledged to pay the principal of, premium, if any, and interest on the Bonds, or in any way materially adversely affecting or questioning (A) the existence and powers of the City, (B) the use of the proceeds of the Bonds, (C) the validity or enforceability of the Bonds, the Bond Resolution or any proceedings of the City taken with respect to the Bonds, (D) the execution and delivery of this Agreement or the Bonds or (E) the power of the City to carry out the transactions contemplated by this Agreement or the Bonds;

(2) the City has complied with all the covenants and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Date, and the representations and warranties of the City contained herein are true and correct as of the Closing Date.

(j) Evidence, satisfactory in form and substance to the Purchaser and Bond Counsel, of a satisfactory and favorable conclusion to a bond validation proceeding under the laws of the State with respect to the Bonds shall have been received.

(k) The Purchase shall receive copies of such supplemental resolutions adopted by the City to meet the conditions of this Agreement.

(l) Such additional opinions and other documents as the Purchaser or Bond Counsel may reasonably request to evidence performance of or compliance with the provisions of this Agreement and the transactions contemplated hereby, all such Bonds and other documents to be satisfactory in form and substance to the Purchaser, shall have been received.

(m) If any conditions to the obligations of the Purchaser or the City contained in this Agreement are not satisfied and the satisfaction of such conditions shall not be waived by the Purchaser and the City, then, at the option of the Purchaser and the City, the Closing Date, (1) shall be postponed for such period as may be necessary for such conditions to be satisfied, or (2) without limiting the generality of Paragraph 12 of this Agreement, the obligations of the Purchaser and the City under this Agreement shall terminate, and neither the Purchaser nor the City shall have any further obligations or liabilities hereunder.

All of the legal opinions, Bonds, proceedings, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Purchaser and the City.

## 7. TERMINATION

The Purchaser may terminate its obligations hereunder by written notice to the City if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(a) Legislation shall have been enacted or a decision by a court of the United States of America shall be rendered or any action taken by the Securities and Exchange Commission which,



in the opinion of counsel to the Purchaser, has the effect of requiring the offer or sale of the Bonds to be registered under the Securities Act of 1933, as amended.

(b) (1) In the judgment of the Purchaser, the market price of the Bonds is adversely affected because (A) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, (B) a general banking moratorium shall have been established by federal, New York or State authorities, or (2) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance or sale of the Bonds or in any way contesting or affecting any authority or security for or the validity of the Bonds, or the existence or powers of the City.

(c) There shall have occurred any change that, in the reasonable judgment of the Purchaser, makes unreasonable or unreliable any of the assumptions upon which payment of debt service on the Bonds is predicated.

(d) There shall have occurred any material change in the business or affairs of the City which, in the reasonable judgment of the Purchaser, materially adversely affects the investment quality of the Bonds.

(e) Any legislation, ordinance, rule or regulations shall be enacted or be actively considered for enactment by any governmental body, department or agency of the State., or a decision by any court of competent jurisdiction within the State of Mississippi shall be rendered, which, in the reasonable opinion of the Purchaser, materially or adversely affects the market price of the Bonds.

(f) A stop order, ruling regulation or official statement by or on behalf of the Office of Secretary of State of the State shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as contemplated hereby, is a violation of any provisions of the Blue Sky laws of the State.

(g) Any condition to the Purchaser's obligations hereunder is not satisfied or because of any refusal, inability or failure on the part of the City to comply with any of the terms or to fulfill any of the conditions provided for or contemplated by this Agreement, or if for any reason the City shall be unable to perform all of its obligations or satisfy conditions provided for or contemplated in this Agreement.

(h) Additional material restrictions, not in force as of the date hereof, shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

## 8. EXPENSES

Except as otherwise provided herein, the City shall cause to be paid from proceeds of the sale of the Bonds or from other funds available to the City, the costs of issuing the Bonds,

including, but not limited to, the fees and expenses described in Paragraph 3 of this Agreement, whether or not the sale of the Bonds by the City to the Purchaser is consummated.

9. CONDITION OF THE CITY'S OBLIGATIONS

The City's obligations hereunder are subject to the following conditions precedent:

- (a) Purchaser's performance of its obligations hereunder.

10. NOTICES

Any notice or other communication to be given to the City and the Purchaser under this Agreement may be given by delivering the same in writing as follows:

City: City of Tupelo, Mississippi  
City Hall, 71 Troy Street  
Tupelo, MS 38804

Purchaser: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

11. SUCCESSORS

This Agreement is made solely for the benefit of the City, and the Purchaser (including their successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof (other than pursuant to Section 3 hereof).

12. SURVIVAL OF CERTAIN REPRESENTATIONS AND WARRANTIES

All agreements, covenants representations and warranties and all other statements of the City set forth in or made pursuant to this Agreement shall remain in full force and effect, regardless of any investigation, or statement as to the results thereof made by or on behalf of the Purchaser or the City, and shall survive the Closing Date and the delivery of and payment for the Bonds.

13. GOVERNING LAW

This Agreement shall be governed by the laws of the State.

14. MISCELLANEOUS

This Agreement constitutes the only agreement among the parties hereto relating to the subject matter hereof and it supersedes and cancels any and all previous contracts, agreements or understandings with respect thereto. This Agreement may not be amended or modified except in writing executed by all parties hereto.

15. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Very truly yours,


\_\_\_\_\_,  
\_\_\_\_\_, **MISSISSIPPI**

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

**Accepted on \_\_, 2021**



**CITY OF TUPELO, MISSISSIPPI**

By:   
Mayor

By:   
City Clerk

**ATTACHMENT A****PURCHASE PRICE**

|                             |                  |
|-----------------------------|------------------|
| Par Amount of 2021 Bonds    | \$,000.00        |
| Less: Purchaser's Fees      | <u>.000.00</u>   |
| Total Available for Deposit | <u>\$,000.00</u> |

**MATURITY SCHEDULE**

(See attached)

**REDEMPTION PROVISIONS**

The Bonds shall be subject to redemption prior to their stated date of maturity, in whole or in part, on any date at any time.

**MAXIMUM ANNUAL DEBT SERVICE**

\$

**ATTACHMENT B  
PURCHASER'S COMMITMENT LETTER**





## PURCHASER'S INVESTMENT LETTER

June 15, 2021

Mayor and City Council  
City of Tupelo, Mississippi  
Tupelo, Mississippi

Butler Snow LLP  
Ridgeland, Mississippi

Ladies and Gentlemen:

The undersigned, a duly authorized officer of Bank of Yazoo, Flowood, Mississippi (the "**Purchaser**"), in connection with the purchase by it of the \$616,000 City of Tupelo, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2021 (the "**Bonds**"), hereby certifies and acknowledges that:

1. The Purchaser has reviewed and agrees to the terms and provisions set forth in the Bonds and the resolution adopted by the Mayor and City Council of the City of Tupelo, Mississippi (the "**City**") on May 18, 2021 (the "**Bond Resolution**").

2. The Purchaser has, without reliance upon others, conducted its own investigations, to the extent it deems satisfactory or sufficient, into matters relating to the business, properties, management, and financial position and results of operations of the City in connection with the issuance by the City of the Bonds; it has received such information concerning the City as it deems to be necessary in connection with its purchase of the Bonds and the payment of the Bonds by the City; and during the course of this transaction and prior to the purchase of the Bonds, it has been provided with the opportunity to ask questions of and receive answers from representatives of the City concerning the terms and conditions of the offering of the Bonds, and to obtain any additional information needed in order to verify the accuracy of the information obtained.

3. The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of taxable and tax-exempt municipal and other obligations, to be able to, without reliance upon others, evaluate the risks and merits of the investment represented by the purchase of the Bonds.

4. The Purchaser is aware that certain economic and political variables could affect the security of its investment in the Bonds and the ability of the City to pay the debt service on the Bonds and the Purchaser is able to bear the economic risks of such investment.



5. The Purchaser is an institutional "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the "1933 Act") and/or a qualified institutional buyer within the meaning of Rule 144A under the 1933 Act.

6. The Purchaser hereby certifies that it is currently purchasing the Bonds for its own account (or that of its consolidated taxpayer group) as evidence of a privately placed and negotiated sale of the Bonds and not for resale at a profit, and that it is its present intention to hold the Bonds to maturity or earlier redemption in accordance with Rule G-34 of the Municipal Securities Rulemaking Board; however, the Purchaser reserves the right to sell participation interests in or otherwise dispose of the Bonds in the future as it chooses. The Purchaser agrees that it will not sell, transfer, assign, or otherwise dispose of the Bonds or such ownership interests therein (1) unless it obtains from the purchaser and delivers to the City either (a) an agreement similar in form and substance to this agreement, or (b) a written acknowledgement that such purchaser is either (i) an institutional "accredited investor" within the meaning of Rule 501(a) promulgated under the 1933 Act; or (ii) a "qualified institutional buyer" as defined in Rule 144A promulgated under the 1933 Act; and (2) except in compliance with the applicable provisions of the 1933 Act, the Securities and Exchange Act of 1934, as amended (the "1934 Act"), any rules and regulations promulgated under either the 1933 Act or the 1934 Act, and the applicable securities laws of any other jurisdiction, and in connection therewith, the Purchaser agrees that it shall furnish to any purchaser of the Bonds all information required by applicable law.

7. The Purchaser acknowledges that it has not in any way relied upon Butler Snow LLP ("Bond Counsel") for information about the City in connection with its purchase of the Bonds.

8. The Purchaser acknowledges that no application for a rating for the Bonds from a nationally recognized rating agency has been made and none is expected to be made.

9. The Purchaser has been informed and understands that (a) no official statement has been prepared in connection with the sale and delivery of the Bonds, (b) the Bonds are not subject to any continuing disclosure undertaking pursuant the SEC Rule 15c-2(12) and (c) the Bonds shall not be assigned a separate rating by any municipal securities rating agency.

10. The Purchaser acknowledges that the Bonds do not constitute a debt of the State of Mississippi or any political subdivision thereof except for the City. The Bonds are and will continue to be payable as to principal and interest out of and secured by Tax Increment. Tax Increment means (ii) 100% of the added increments of City ad valorem tax revenue, and payments in lieu of taxes, if applicable and 50% of Lee County ad valorem tax revenue, and payments in lieu of taxes, if applicable resulting from the taxation of the Captured Assessed Value of the real and personal property contained within the District Property and all forming a part of the Redevelopment Project (excluding ad valorem taxes for school district purposes), which shall be necessary and sufficient to pay the principal of and interest on the Bonds and any future series of bonds issued by the City for the Redevelopment Project, fund the 2021 Bonds Revenue Fund together with the annual fees and expenses of the Paying Agent. **THE BONDS WILL CONSTITUTE LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TAX INCREMENT AND FROM OTHER MONIES PLEDGED THEREFOR. NEITHER THE FAITH, CREDIT, OR TAXING POWER OF THE CITY**



**NOR THE FAITH, CREDIT, OR TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS.**

11. The representations in this Purchaser's Investment Letter shall not relieve the City from any obligation to disclose any information required by applicable law as set forth in the Bond Resolution or the Bonds.

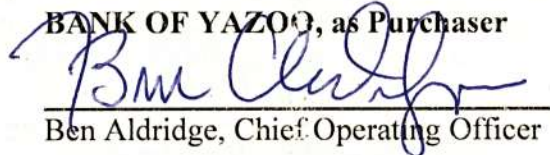
12. This Purchaser's Investment Letter will constitute an agreement with respect to the matters herein contained as of the date hereof and is expressly for the benefit of the City, and Bond Counsel, and may not be relied upon by any other party.

13. The Purchaser represents and warrants that the execution of this Purchaser's Investment Letter has been duly authorized by the Purchaser and that the Purchaser's Investment Letter has been duly executed by an authorized officer thereof.

14. The Purchaser and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this letter and any other information, materials or communications provided by the Purchaser: (a) the Purchaser and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Purchaser and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the 1934 Act and the related final rules (the "Municipal Advisor Rules"), to any municipal entity or obligated person with respect to this letter, any other information, materials or communications; (c) the Purchaser and its representatives are acting for their own corporate interests; and (d) the City has been informed that it should discuss this letter and any such other information, materials or communications with any and all internal and external advisors and experts that the City deems appropriate before acting on this letter or any such other information, materials or communication.

15. In connection with the Purchaser's purchase of the Bonds: (a) the Purchaser is acting in an arm's length commercial transaction; (b) the Purchaser and its representatives and affiliates have financial and other interests that differ from those of the City; and (c) the Purchaser is currently purchasing the Bonds for its own account in its normal and customary business practice. In entering into the transaction evidenced by the Bonds, the Purchaser is relying on the "bank exemption" to the Municipal Advisor Rules.

**BANK OF YAZOO, as Purchaser**



Ben Aldridge, Chief Operating Officer





# City of Tupelo

Jason L. Shelton  
Mayor

Ben M. Logan  
City Attorney

## COUNCIL

Markel Whittington  
Ward One

Lynn Bryan  
Ward Two

Travis Beard  
Ward Three

Nettie Y. Davis  
Ward Four

Buddy Palmer  
Ward Five

Mike Bryan  
Ward Six

Willie Jennings  
Ward Seven

June 15, 2021

Mayor and City Council  
City of Tupelo, Mississippi

Butler Snow LLP  
Ridgeland, Mississippi

Re: \$616,000 City of Tupelo, Mississippi Taxable Tax Increment  
Limited Obligation Bonds, Series 2021 (Fairpark District  
Development Project)

Ladies and Gentlemen:

As attorney for the City of Tupelo, Mississippi (the "**City**"), I have reviewed such documents and records as we have deemed relevant and necessary as the basis for the opinions set forth herein, including, but not limited to, the Development and Reimbursement Agreement between Maloney Development Properties, LLC, a Mississippi limited liability company (the "**Developer**"), and the City, as approved by the Mayor and City Council (the "**Governing Body**") of the City on September 5, 2017, and the First Addendum to the Development Agreement as approved by the City on June 16, 2020 (together, the "**Development Agreement**"), the Interlocal Cooperation Agreement between Lee County, Mississippi and the City, dated June 16, 2020, in connection with the Redevelopment Project, as defined in the Bond Resolution, as hereinafter defined (the "**Interlocal Agreement**"), and the Bond Purchase Agreement, dated May 24, 2021 (the "**Bond Purchase Agreement**"), by and between the City and Bank of Yazoo, Flowood, Mississippi (the "**Purchaser**"), with respect to the City's \$616,000 Taxable Tax Increment Limited Obligation Bonds, Series 2021 (Fairpark District Development Project), dated June 15, 2021 (the "**Bonds**"). I have also reviewed the transcript of proceedings of the City regarding the Bonds, which transcript includes a resolution adopted by the Governing Body on May 18, 2021, authorizing the issuance of the

Mayor and City Council  
City of Tupelo, Mississippi  
Butler Snow LLP  
June 15, 2021  
Page 2

Bonds (the "**Bond Resolution**"), pursuant to which the Bonds are issued and by which the Bonds are secured.

Based upon such examination of the documents noted above and upon examination of the pertinent laws of the State of Mississippi, I am of the opinion that:

(i) the City is a political subdivision incorporated under the laws of the State of Mississippi and is duly organized and existing under the laws of the State of Mississippi, and is governed by its Governing Body;

(ii) the Bond Resolution has been duly adopted by the Governing Body on behalf of the City at a meeting duly called with a quorum present, all such proceedings have not been supplemented, amended or rescinded as of the date hereof, and the City has full power and authority to perform its obligations under the Bond Resolution and the Bonds;

(iii) the Development Agreement has been duly authorized, executed and delivered by the City;

(iv) the Interlocal Agreement has been duly authorized, executed and delivered by the City;

(v) the Bond Purchase Agreement has been duly authorized, executed and delivered by the City;

(vi) the Bonds, the Bond Resolution, the Development Agreement, the Interlocal Agreement and the Bond Purchase Agreement constitute, assuming the valid authorization, execution and delivery by the other parties, if any, thereto, legal, valid and binding obligations of the City enforceable against the City in accordance with the terms thereof;

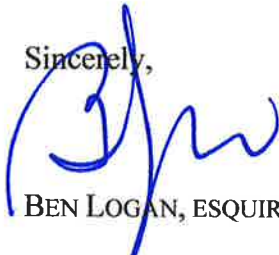
(vii) to the best knowledge of the undersigned after due inquiry, neither the adoption of the Bond Resolution nor the execution, delivery or performance by the City of the Bonds, the Development Agreement, the Interlocal Agreement or the Bond Purchase Agreement conflicts with or results in a breach of the terms or provisions of any judgment, decree, agreement, license or permit to which the City is a party or is otherwise subject or to which any of its properties or assets comprising all or any part of the assets of the City is subject, and no consent, approvals or other actions are required by any governmental authority or agency under any such judgment, decree, agreement, license or permit in connection with the adoption or the performance by the City of the Bond Resolution or the execution, delivery or performance by the City of the Bonds, the Development Agreement, the Interlocal Agreement and the Bond Purchase Agreement; and

Mayor and City Council  
City of Tupelo, Mississippi  
Butler Snow LLP  
June 15, 2021  
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(viii) to the best knowledge of the undersigned, after due inquiry, there is no litigation or other proceeding pending or, to the best knowledge of the undersigned, after due inquiry, threatened against the City or the Governing Body affecting the corporate existence or boundaries of the City or the existence of the Governing Body as the same relates to the due adoption of the Bond Resolution, the due authorization, execution, issuance or delivery of the Bonds, the validity of the Bond Resolution, the Development Agreement, the Interlocal Agreement, the Bond Purchase Agreement or the Bonds, the legal right or ability, if necessary or applicable, to levy or cause to be levied, to collect or cause to be collected such taxes as would be necessary to discharge the City's obligations to pay principal of and interest on the Bonds as provided in the Bond Resolution or contesting the powers of the Governing Body or the City to carry out the transactions contemplated thereunder or contesting any authority for the issuance of the Bonds or the adoption of the Bond Resolution, or the execution of the Bonds, the Development Agreement, the Interlocal Agreement or the Bond Purchase Agreement, nor is there any controversy or litigation pending or threatened nor, to the best knowledge of the undersigned, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of (a) the Bonds, or the security therefor, (b) the Bond Resolution, (c) the Development Agreement, (d) the Interlocal Agreement, or (d) the Bond Purchase Agreement.

It is to be understood that the enforceability of the Bonds, the Bond Resolution, the Development Agreement, the Interlocal Agreement, the Bond Purchase Agreement or any documents referenced herein may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar law affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

Sincerely,



BEN LOGAN, ESQUIRE



**MINUTES OF THE  
TUPELO PLANNING COMMITTEE  
May 3, 2021**

**CALL TO ORDER**

Chairman Scott Davis called the meeting to order. Ms. Patti Thompson, Mr. Gus Hildenbrand, Ms. Pam Hadley, Mr. Lindsay Leake, Mr. Jimmy Swann, and Development Services staff members Pat Falkner and Marilyn Vail were present.

Chairman Davist asked Mr. Gus Hildenbrand to open with a prayer and Mr. Lindsay Leake to lead the pledge of allegiance.

**REVIEW OF APRIL 5, 2021 MINUTES**

Chairman Davis asked the group if they had reviewed the minutes of the last meeting. Ms. Thompson made a motion to approve the minutes with correction of a misspelled street name, and Mr. Swann seconded. The motion carried and the minutes were approved.

**REPORT ON COUNCIL ACTIONS**

Mr. Falkner reported that the April 5 actions were approved by the City Council at their April 20 meeting.

**NEW BUSINESS**

**FLEXVAR 21-01.** Application from Mr. Bernard Bean to allow construction of an addition to the house at 628 Highland Circle to within 1 foot 8 inches of the side property line.

Linda Smith of Architecture South spoke on behalf of the application. She stated that Mr. Bean wanted to be able to fit two cars into a carport and to create more back yard space, so the existing single car carport would be removed and a new carport built closer to the front of the lot. She provided copies of letters from property owners on each side and across the street, to the effect that they had no objection to the requested variance. She also showed committee members full size plan and elevation drawings of the addition.

No one appeared to comment on the application.

Mr. Hildenbrand asked if the variance request was based on measurement from the roof or the wall of the addition. Ms. Smith answered that it was measured from the closest point which would be a corner of the roof.

The chair recognized Mr. Falkner who said that the request meets the code standards for a variance, in that the property had special circumstances restricting its use that were not the

result of the applicant's actions. These included the slope, the narrowing shape of the lot, and the closeness of the houses as originally built. He also noted that a substantial number of the houses in the Highland Circle area had similar added structures that encroached in the side yards.

Mr. Hildenbrand made a motion to approve the application. Mr. Leake seconded the motion which was approved unanimously.

**FLEX 21-02:** Request from Mr. Robert Bass to allow a change in a nonconforming use at 2302 South Thomas Street.

Mr. Robert Bass appeared as attorney for Capital Bedding, a manufacturing company located in Verona MS. He said that the company was seeking to move part of its manufacturing operation into the existing building at 2302 South Thomas. He noted that the building had been used for manufacturing until 2005, was later used as a warehouse and transportation services office, and had had several other tenants. Mr. Bass explained that Mr. West, owner of Capital Bedding, needed to move part of his health care products division to the South Thomas location where there would be light assembly and packing of products for shipping.

Mr. Swann asked about employment and hours of operation. Mr. West answered that 10 to 15 people would be employed and that hours would normally be 7 a.m. to 2 p. m. with some longer hours possibly on a seasonal basis. Mr. Bass added that the facility would typically ship two to three trailer loads a day.

Mr. Hildenbrand asked if there were any plans to improve the parking areas. Mr. Bass said that there was not.

Mr. Falkner explained that the flexible use approval was required because the area had been zoned Mixed Use Activity Center, in anticipation of the possibility of higher-intensity commercial use based on the intersection of major streets. That type development was not taking place so it appears to be reasonable to permit other uses in this situation, where the building in place is suitable for manufacturing and would not have to be modified. He reported that allowing the requested use would not prevent the area from developing in the future.

Mrs. Thompson moved to approve the application with second by Mr. Swann. The motion passed unanimously.

Mr. Falkner reported that there were two applications in the office for June. Noting that the last Monday in May was Memorial Day, he suggested that the committee meet for a work session at 5 p.m. on June 7, before the regular meeting.

The meeting was adjourned on a motion by Mrs. Thompson, seconded by Ms. Hadley.





Preliminary Lot Mowing Report for

| Violation Ref | Parcel      | Location            | Owner                        | Owner Address             | Owner City State Zip | Inspector |
|---------------|-------------|---------------------|------------------------------|---------------------------|----------------------|-----------|
| 1. 32911      | 089J3131800 | 1004 W JEFFERSON ST | FRANKLIN RENOVATIONS LLC     | P O BOX 1386              | RAYMOND, MS 39154    | RS        |
| 2. 32921      | 077Q3615300 | 1527 CENTRAL        | WEA INVESTMENTS LLC          | POST OFFICE BOX 87        | RED BANKS, MS 38661  | SB        |
| 3. 32925      | 077P3500600 | 2411 DANNY ST       | TTLBL LLC                    | 4747 EXECUTIVE DR STE 510 | SAN DIEGO, CA 92121  | JLS       |
| 4. 32928      | 113J0703700 | 1016 CHICKASAW TRL  | TUPELO RENTAL PROPERTIES LLC | 2555 WENDOVER DR          | BELDEN, MS 38826     | RS        |
| 5. 32932      | 101A0220500 | 469 S THOMAS ST     | WEATHERLY DON                | 469 S THOMAS              | TUPELO, MS 38801     | JLS       |
| 6. 32936      | 075R2205600 | 3575 LANSDOWNE DR   | TUPELO RENTAL PROPERTIES LLC | 2555 WENDOVER DR          | BELDEN, MS 38826     | SB        |
| 7.            |             |                     |                              |                           |                      | 892       |
| 8.            |             |                     |                              |                           |                      |           |
| 9.            |             |                     |                              |                           |                      |           |
| 10            |             |                     |                              |                           |                      |           |
| 11            |             |                     |                              |                           |                      |           |
| 12            |             |                     |                              |                           |                      |           |



## Tupelo Major Thoroughfare Program Minutes February 8, 2021

Members present: Chris Hussey, C W Jackson, Stuart Johnson, Ernie Joyner, Charlotte Loden, Jon Milstead, Aletha Mims, Greg Pirkle, Danny Riley, Ted Roach, Drew Robertson, and Wesley Webb

Members not present: Bill Cleveland, Scott Davis, Jamie Osbirn, and Brent Waldrop

Others present: Dennis Bonds, Kim Hanna, Don Lewis, Renee Newton, Johnny Timmons, John White, and Chuck Williams

Chairman Pirkle called meeting to order.

Renee Newton took roll.

Chairman Pirkle asked the Committee to review and approve the minutes of the January 11, 2021, Major Thoroughfare Program regular meeting. Wesley Webb made motion to accept minutes. Ernie Joyner seconded the motion. Motion to accept minutes were approved unanimously by Committee.

Kim Hanna reviewed the Major Thoroughfare Phase VI Budget Report for the month ending January 31, 2021. Beginning cash balance was \$4,992,827. Revenue from Property Tax and Interest Earned was \$777,821. Total Expenditures were \$351,809. Payments included \$8,084 for Personnel Costs; \$35,562 to W Jackson St-Airpark to Coley; and \$308,363 to Jackson St-Clayton to Madison Project. Ending cash balance was \$5,418,839.

Greg Pirkle thank Mrs. Hanna for work on the MTP financial and for a smoothly run Phase VII Election.

Dennis Bonds reviewed updates on the current projects.

### **JACKSON STREET (CLAYTON TO MADISON)**

Contractor is currently working on construction of roadway base, curb and gutter and driveways along this section of roadway. Contractor is working on section from Clayton to Magnolia and plans to start on East side of Gloster laying the storm drain tomorrow (2/9/). Project is approximately 25% complete with approximately 37% of time used. The five pine trees were removed by Public Works. All utilities have been relocated underground and the poles have been removed.

### **W JACKSON ST (AIR PARK TO COLEY)**

Contractor has begun laying drainage pipe and formwork for junction boxes.

Both Jackson Street projects should be finished by end of 2021.



## Tupelo Major Thoroughfare Program Minutes March 8, 2021

Members present: Bill Cleveland, Charlotte Loden, Greg Pirkle, Danny Riley, and Ted Roach

Members not present: Scott Davis, Chris Hussey, C W Jackson, Stuart Johnson, Ernie Joyner, Jon Milstead, Aletha Mims, Drew Robertson, Brent Waldrop, and Wesley Webb

Others present: Dennis Bonds, Kim Hanna, Don Lewis, Renee Newton, Johnny Timmons, and John White

Chairman Pirkle called meeting to order.

Renee Newton took roll.

Approval of February minutes tabled until April meeting due to lack of quorum of Committee Members. Majority of members out due to Spring Break week.

Kim Hanna reviewed the Major Thoroughfare Phase VI Budget Report for the month ending February 28, 2021. Beginning cash balance was \$5,418,839. Revenue from Property Tax and Interest Earned was \$2,717,126. Total Expenditures were \$629,157. Payments included \$8,056 for Personnel Costs; \$312,887 to W Jackson St-Airpark to Coley; and \$308,213 to Jackson St-Clayton to Madison Project. Ending cash balance was \$7,506,808.

Greg Pirkle thank Mrs. Hanna for work on the MTP financial and for a smoothly run Phase VII Election.

Dennis Bonds reviewed updates on the current projects.

### JACKSON STREET (CLAYTON TO MADISON)

Concrete work is app 75% complete from Clayton to Gloster. Segmental block retaining wall is being constructed at NW corner of Magnolia and Jackson. Pedestrian Bridge Footings formed up at Park. Contractor has begun storm drain, widening, and base work from Robins to Madison.

### W JACKSON ST (AIR PARK TO COLEY)

Contractor expects to finish laying drainage pipe by next week, weather permitting. Widening work will begin soon with installation of dirt work and base material.

### EASON BLVD (S VETERANS TO BRIAR RIDGE)

Plans are complete, still a few ROWs to obtain

### INACTIVE PROJECTS (PHASE VI)

N Gloster St - Barnes Crossing to Natchez Trace





## Tupelo Major Thoroughfare Program Minutes April 12, 2021

Members present: Bill Cleveland, C W Jackson, Ernie Joyner, Charlotte Loden, Jon Milstead, Aletha Mims, Greg Pirkle, Danny Riley, and Ted Roach

Members not present: Scott Davis, Chris Hussey, Stuart Johnson, Jamie Osbirn, Drew Robertson, Brent Waldrop, and Wesley Webb

Others present: Dennis Bonds, Kim Hanna, Don Lewis, Renee Newton, Johnny Timmons, John White, Chuck Williams, and Taylor Vance

Chairman Pirkle called meeting to order.

Renee Newton took roll.

Chairman Pirkle asked the Committee to review and approve the minutes of the February 8, and the March 8, 2021, Major Thoroughfare Program regular meetings. Ernie Joyner made motion to accept minutes. Danny Riley seconded the motion. Motion to accept minutes were approved unanimously by Committee.

Dennis Bonds reviewed updates on the current projects.

### JACKSON STREET (CLAYTON TO MADISON)

Contractor has completed 90% of concrete work from Clayton to Gloster. Removal and widening on both sides of Jackson from Gloster to Madison is ongoing. Milling has been done on this section of the project. Paving Subcontractor visited the jobsite today, met with City, ESI, and Gregory. Plan is to start paving work next Monday, weather permitting.

### W JACKSON ST (AIR PARK TO COLEY)

Major drainage installation and minor concrete structure work is mostly completed. TAA has signed ROW donation request for RH turn leg from Jackson onto Coley. Have discussed with Dan Franklin at Tupelo Buffalo Park to let him know. Excavation, grading, and base material work is being done on the West side of Jackson from the Airport Runway to the Air National Guard Facility.

### EASON BLVD (S VETERANS TO BRIAR RIDGE)

Plans are complete. ROW and Temporary Construction Easements have been sent out to all Property Owners. Have received a few back already.

### INACTIVE PROJECTS (PHASE VI)

N Gloster St - Barnes Crossing to Natchez Trace

**MDOT WORK**

March 2022 Letting - Concrete section of McCullough  
 Hwy 145 Turn Lane from Natchez Trace to Birmingham Ridge Road  
 Hwy 6 from 178 to Nettleton  
 Hwy 45 from Barnes Crossing to Brewer (completion in June)

Dennis Bonds letter of formal request for partnership with MDOT on McCullough and Hwy 45 interchange was received by Commissioner Caldwell. The letter has been forwarded to the MDOT Planning Division in Jackson. Mark Holley with MDOT to have conversations with the Planning Division about design possibilities.

Dennis Bonds presented Primary Project List for Tupelo Major Thoroughfares Mill & Overlay Program. See attached table. Discussion was held on the W Main St portion from Green St to Gloster St. Plan includes restriping to change from four lanes to three lanes with parking and dedicated bike lane. Greg Pirkle stated that MTP has not paid to reduce number of lanes of traffic. Mr. Pirkle asked that future plans to reduce traffic lanes on Major Thoroughfares be discussed with the MTP Committee before final design is approved by City. Committee agreed the restriping plan will significantly improve safety, especially in front of the Post Office.

Dennis Bonds reviewed the Major Thoroughfare Phase VI Budget Report for the month ending March 31, 2021. Beginning cash balance was \$7,255,626. Revenue from Property Tax, Homestead, Grants, and Interest Earned was \$1,095,580. Total Expenditures were \$176,192. Payments included \$8,081 for Personnel Costs; \$700.00 to Eason Blvd; \$165,019 to W Jackson St-Airpark to Coley; and \$2,392 to Jackson St-Clayton to Madison Project. Ending cash balance was \$8,175,014.

**New Business**

Members appointed to the Engineering Selection Sub-committee:

Charlotte Loden  
 Ernie Joyner  
 Jon Milstead  
 Danny Riley  
 Ted Roach  
 Wesley Webb

Chairman Pirkle asked the Sub-committee to stay after the regular meeting.

With no further business to discuss, the meeting was adjourned.

Chairman Greg Pirkle

Submitted by Renee Newton

**PRIMARY PROJECT LIST**  
**Tupelo Major Thoroughfares Mill & Overlay Program**  
**2021 Annual Bid**

| No.                        | STREET NAME  | B.O.P.       | E.O.P.           | F.W. Mill | Sidestreet Millback | NOTES   |
|----------------------------|--------------|--------------|------------------|-----------|---------------------|---|
| <b>PRIMARY STREET LIST</b> |              |              |                  |           |                     |   |
| 1                          | W. Main St.  | Green St.    | Gloster St.      | X         | X                   | Full width M/O; M/O 50' max. on adjacent street at Church St., Madison St. & Robins St. |
| 2                          | N. Green St. | W. Main St.  | N. Gloster St.   | X         | X                   | Full width M/O; M/O 50' max. on adjacent street at Franklin St.                         |
| 3                          | Eason Blvd.  | S. Green St. | Hwy 45 ROW       | X         | X                   | Full width M/O; M/O 50' max. on adjacent street at S. Green St. & Kings Creek Dr.       |
| 4                          | Coley Rd.    | W. Main St.  | Chesterville Rd. | X         | X                   | Full width M/O; M/O 100' max. on adjacent street at Chesterville Rd.                    |

\* Projects shall be completed based on the order defined on the Project List, unless otherwise approved in writing by Engineer or Owner

\*\* Based on funding, schedule, Owner preference, additional streets may be added to the Project List and shall be completed by Contractor as part of Contract







## **AGENDA REQUEST**

**TO:** Mayor and City Council  
**FROM:** Bart Aguirre, Chief  
**DATE** May 13, 2021  
**SUBJECT:** IN THE MATTER OF LIST OF CURRENT UNMARKED VEHICLES **BA**

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### **Request:**

Please see the attached list of our current unmarked vehicles that the Tupelo Police Department maintains as of May 13, 2021.

| Description                                  | Location   | Vin Number        |
|--|------------|-------------------|
| #EOD-6 2015 Chevy Tahoe (Black)              | EOD        | 1GNLC2EC2FR704702 |
| #EOD-1 2015 Chevy Tahoe (Black)              | EOD        | 1GNLC2EC0FR708005 |
| #22 2021 Dodge Durango( Silver)              | Detectives | 1C4RDHFG9MC640663 |
| #41 2000 Chevy Impala Blue (Spare)           | NMLETC     | 2G1WF55K5Y9235388 |
| #34 2005 Ford Crown Victoria                 | SRO        | 2FAFP71W35X119080 |
| EOD #86 2019 Chevy Tahoe (Black)             | EOD        | 1GNLCKDC2KR344874 |
| #03 2006 Ford Crown Victoria                 | SRO        | 2FAFP71W46XI33426 |
| #02 2006 Ford Crown Victoria                 | Detectives | 2FAFP71W66X133427 |
| #32 2006 Ford Crown Victoria (Gray)          | Detectives | 2FAFP71WX6X133429 |
| #23 2006 Ford Crown Victoria                 | Detectives | 2FAFP71W86X133428 |
| #51 2006 Ford Crown Victoria                 | Detectives | 2FAFP71W66X133430 |
| #72 2012 Ford F-150 (Gray)                   | PAL        | 1FTFX1CT7CKD45102 |
| <br>   |            |                   |
| #14 2011 Dodge Charger Black Hemi            | Major      | 2B3CL1CTXBH600735 |
| <br>   |            |                   |
| #26 2011 Chevrolet Tahoe Police              | K9         | 1GNLC2E04BR375369 |
| #36 2011 Chevrolet Tahoe Police              | K9         | 1GNLC2E08BR377691 |
| #EOD-5 2013 Chevy Tahoe                      | scu        | 1GNLC2E07DR159941 |
| #48 2013 Chevy Tahoe (silver)                | K9         | 1GNLC2E06DR276720 |
| #57 2008 Ford Expedition (white)             | Admin      | 1FMFK155X8LA63479 |
| #75 2007 Ford Crown Victoria                 | scu        | 2FAFP71W77X149010 |
| #76 2007 Ford Crown Victoria                 | scu        | 2FAFP71W27X149013 |
| #54 2007 Ford Crown Victoria (Electric Blue) | Detectives | 2FAFP71W17X149018 |
| <br>   |            |                   |
| #53 2007 Ford Crown Victoria                 | Patrol     | 2FAFP71W87X149016 |
| <br>   |            |                   |
| #07 2020 White Ford Explorer                 | SRO        | 1FMSK7DH6LGC22724 |
| <br>   |            |                   |
| #70 2001 Dodge Ram P/U                       | NMLETC     | 1B7HC16Y81S735196 |
| #42-008 2008 Ford F150 Pickup truck (Gray)   | Admin      | 1FTRX12W68KC86852 |
| <br>   |            |                   |
| #47 2008 Ford Crown Victoria (Dark Gray)     | Detectives | 2FAFP71V8X149835  |
| #79 2008 Ford Crown Victoria                 | Admin      | 2FAFP71V98XI52712 |
| #65 Chevrolet Suburban                       | Admin      | 1GNFC16J87J228346 |
| #55 2012 Dodge Charger Grey                  | Admin      | 2C3CDXAT9CH240347 |
| #90 2016 Ford Police Interceptor (Gray)      | Patrol     | 1M5K8AR4BBD05963  |
| #83 2012 Chevrolet Tahoe(White)              | K9         | 1GNLC2E01CR292516 |
| #EOD-8//2015 Ford F-250                      | EOD        | 1FT7W2B68FEB19517 |
| #68 2017 Ford Police Interceptor (Black)     | Detectives | 1FM5K8AR8HGB82850 |
| #99 2017 Ford Expedition (GOLD)              | Admin      | 1FMJU1GT5HEA50868 |



|                                   |            |                   |
|-----------------------------------|------------|-------------------|
| #97 2017 Ford Expedition (BLACK)  | Detectives | 1FMJU1FT1HEA50867 |
| #49 2009 Ford Crown Victoria      | Detectives | 2FAHP71V79X121405 |
| #52 2009 Ford Crown Victoria      | SWAT       | 2FAHP71VX9X121401 |
| #85 2015 Ford Interceptor Utility | Scu        | 1FM5K8AR8FGB62403 |
|                                   |            |                   |
| #11 2017 Chevy Tahoe (silver)     | Admin      | 1GNLCDEC2HR313032 |
| #61 2014 Ford Explorer            | SWAT       | 1FM5K8B84EGA23972 |
| #59 2015 Ford Interceptor Utility | Scu        | 1FM5K8AR6FGB62402 |
| #12 2015 Ford F150 Super cab Gray | Detectives | 1FTEX1CPXFKD93342 |
| #97 2019 Chevy Tahoe (Black)      | SCU        | 1GNLCDEC4KR173279 |
| EOD#07 2020 White Chevrolet Tahoe | EOD        | 1GNLCDEC3LR304543 |
| #04 2020 Black Dodge Durango      | SCU        | 1C4RDJG1LC205576  |
| #18 2020 Gray Dodge Durango       | Detectives | 1C4RDJFG5LC205578 |
| #27 2020 Gray Dodge Durango       | Detectives | 1C4RDLFG3LC205577 |
| #56 2016 Gray Ford F-150          | Detectives | 1FTEW1C8XGKD59186 |
| #42-028 Green 2000 Honda Accord   | Detectives | 1HGCG5647YA056850 |
| #67-2020 White Ford Explorer      | SRO        | 1FMSK7DH1LGC20833 |
| #33- 2021 Dodge Durango (Grey)    | Detectives | 1C4RDHFG0MC640664 |
| #25- 2021 Dodge Durango (Blue)    | Detectives | 1C4RDHFG2MC640665 |

**52 Total Unmarked PD Vehicles**



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Bart Aguirre, Chief

**DATE** May 13, 2021

**SUBJECT:** IN THE MATTER OF MEMORANDUM FROM DEPARTMENT OF  
VETERANS AFFAIRS **BA**

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**Request:**

Please accept this letter of request to accept this Memorandum From Department Of Veterans Affairs, updating MOU 614/07B.

May 4, 2021

Chief Bart Aguirre  
Tupelo Police Department  
400 N. Front Street  
Tupelo, MS 38804

Dear Chief Aguirre,

As the Acting Chief of Police of the Memphis Veterans Affairs Medical Center, I am updating MOU 614/07B in accordance with our Office of Security and Law Enforcement Inspection and Compliance. As it stands, the below VA leased property are located within your Jurisdictional boundaries:

- Tupelo VA Medical Center  
(Clinic) 1067 Vendall Rd.  
Dyersburg, TN 38024

We have drafted a formal request attached for your review and approval. I understand that you may seek your Legal Counsels advice and if you have any questions pertaining to this matter, please feel free to contact me at (901) 577-7294.

Respectfully



**RALPH S. HOPSON**  
Chief of Police  
Department of Veterans  
Affairs Police  
Memphis, TN 38104



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
TUPELO POLICE DEPARTMENT  
AND  
VETERANS AFFAIRS POLICE DEPARTMENT,  
MEMPHIS VETERANS AFFAIRS MEDICAL CENTER**

**1. Purpose:**

- A. This Memorandum of Understanding (MOU) is an agreement between the Tupelo Police Department and the Veterans Affairs Police Department, Memphis Veterans Affairs Medical Center (Memphis VAMC).
- B. The purpose of the MOU is to facilitate law enforcement support by the Tupelo Police Department to the Memphis Veterans Affairs Medical Center (Memphis VAMC). The Tupelo Police support to the Memphis VAMC may include, but not necessarily limited to, uniformed police response, K9, Special Response Team (SRT), Hostage Negotiators, Crisis Intervention Team (CIT), etc.
- C. This MOU will encompass each component of the Tupelo VA Medical Center Community Based Outpatient Clinic to include:
- Tupelo Veterans Affairs Clinic,  
1114 Commonwealth Blvd.,  
Tupelo, MS 38804.
- D. A recent change to Title 38 CFR, Parts 1, 14, and 17, titled "Referrals of Information Regarding Criminal Violations" requires VA to report directly to the VA Office of Inspector General (VA OIG) any felonious act occurring on VA controlled property.
- E. VA's referral of cases to the FBI goes with the understanding that VA may also notify the VA OIG, DEA, and local law enforcement organizations are appropriate. These additional notifications may be required by VA Directives or Regulations, MOUs', or the need to further an investigation. It is also understood that the FBI may or may not elect to commit investigative resources. If FBI elects to become involved in an investigation, it is understood that the FBI may collaborate with the VA and/or other local enforcement organizations as appropriate to further the investigative process or prepare the case for presentation to the U.S. Attorney.
- F. The MOU is not an obligation or commitment of funds nor the basis for the transfer of funds, but rather a basic statement of the understanding and agreement between the parties

## **II. Roles and Responsibilities:**

### **A. The Tupelo Police Department as a Supporting Agency:**

1. Upon deployment of Tupelo Police Department resources pursuant to this MOU, the senior Tupelo Police Department official present shall be the Tupelo Police Department On-Scene Commander, in accordance with procedures under the Incident Command System (ICS).
2. Command and control of any and all Tupelo Police Department elements deployed to the Tupelo VA Community Based Outpatient Clinic (CBOC) resides solely with the Tupelo Police Department On-Scene Commander.
3. Decisional authority as to the tactics, techniques and procedures, including use of force, shall reside solely with the Tupelo Police Department's On-Scene Commander.
4. Decisional authority as to the release of the scene to another agency upon resolution shall reside solely with the Tupelo Police Department's On-Scene Commander, in accordance with Tupelo Police Department's On-Scene procedures under ICS.

### **B. Memphis VAMC as Requesting Agency**

1. The Department of Veterans Affairs requires (VA) Police to maintain current and written support agreements with all local law enforcement agencies.
2. All properties leased or owned by the Department of Veterans Affairs, mentioned above are under proprietary jurisdiction. This jurisdiction grants local civil police full rights to exercise law enforcements functions on VA owned or leased grounds.
3. For clarity it is imperative that we enter a memorandum of understanding outlining agency responsibilities and expectations.
4. VA Police may require assistance in civil intervention or we may encounter certain situations that would require your department's assistance.
5. These needs would include, but not limited to the following situations where your department's assistance would be required.
  - a. Armed hostage taking situations that would require an armed response to assist VA Police in containing the situation until appropriate Federal agencies (such as Federal Bureau Investigations-FBI) can respond to assume control.
  - b. Crimes involving armed robberies of funds, drugs, or properties where the individual (s) committing the crimes leave VA jurisdiction.

- c. Vehicle accident investigations, which may result in non-injuries, injuries, or death involving the VA police patrol vehicle.
- d. Any major incident that would require additional officers for traffic control to allow emergency vehicles a clear access to the facility.
- e. To assist confirming the identification of wanted subject (s), arrest and/or detain individual (s) who have outstanding warrants issued for their arrest by civil law enforcement agencies.
- f. To provide officers when needed to assist with the physical arrest of a violent/disorderly person (s) who possess a serious threat to patients, visitors, medical staff, or themselves.
- g. Aid in transportation of prisoners' who have been arrested at the Tupelo VA Medical Center Clinic.
- h. Should any VA Police Officer be involved in a shooting, the FBI will be notified immediately. If the FBI declines investigation, or if the FBI response is delayed, this agreement establishes inter-agency support for the VA Police to receive investigative assistance from the Tupelo Police Department.
- i. This assistance may range from establishing, preserving and/or controlling the scene, to performing as the leading investigative agency.

### **III. Liability:**

- A. Civil liability, if any, arising from the implantation of this agreement shall be governed by the Federal Tort Claims Act (FTCA), Title 28, U.S.C., section 2671 et seq.
- B. This liability for any negligent or wrongful act omission of any United States Government personnel involved in an operational or training activity under this MOU and acting within the terms of this MOU shall be governed by the FTCA.

### **IV. Funding:**

- A. Unless otherwise agreed to in writing, each party shall bear its own costs in relations to this MOU.
- B. Expenditures by each party will be subject to its budgetary processes and to the availability of funds resources pursuant to applicable laws, regulations and policies.



**V. Media Releases:**

- A. All media releases or statements regarding the Tupelo Police Department operations in support of the Memphis VAMC will be handled by the FBI in conjunction with the Memphis VAMC.

**VI. Effective Date Duration, Modification, and Termination:**

- A. This MOU shall become effective on the date of the last authorizing party signed and will remain in effect until modified or terminated. It may be modified or terminated by either party upon written thirty (30) days' notice to the other.
- B. This document constitutes a complete understanding and agreement between the Tupelo Police Department and the Memphis VAMC. Any modification to this MOU will not be in force until such modification are reduced to writing and signed by each party.

Our intentions are to maintain the working relationship that our offices have established. If you concur with this, and there is no need for further discussion, please indicate your acknowledgement by signing below and returning the original to me.

If you have any questions, please feel free to contact me at (901) 577-7294 or you may contact me via e- mail at: [Ralph.Hopson@va.gov](mailto:Ralph.Hopson@va.gov) Thank you for your continued support.



\_\_\_\_\_  
RALPH S. HOPSON  
Chief of Police  
Department of Veterans Affairs  
Memphis, TN

Date

May 4, 2021



\_\_\_\_\_  
BART AGUIRRE  
Chief of Police  
Tupelo Police Department

Date

May 13, 2021



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Alex Farned, Director

**DATE** May 12, 2012

**SUBJECT:** IN THE MATTER OF NEW APPOINTMENT TO THE TPRD PARKS  
ADVISORY BOARD AF

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**Request:**

We would like to recommend to the City Council and Mayor that Mattie W. Mabry be appointed to the Parks Advisory Board for Ward 7. She will be a great asset to the Board. Her bio is attached.

I am lifelong resident of the City of Tupelo, MS. I have resided in the Haven Acres community for 46 years. I am past president of the Haven Acres Neighborhood Association and I still support our local association as a board member. I am a part-time employee of the Boys and Girls Club of North Mississippi, Haven Acres Unit, for 16 years. I work with the Ward 7 Community group in bringing supportive ideas and events to this area. It will be a pleasure to work with Tupelo Parks and Recreation Department.





# City of Tupelo

Department of Parks and Recreation

**Alex Farned, Director**

Mayor  
Jason L. Shelton

## COUNCIL

Markel Whittington  
Ward One

Lynn Bryan  
Ward Two

Travis Beard  
Ward Three

Nettie Y. Davis  
Ward Four

Buddy Palmer  
Ward Five

Mike Bryan  
Ward Six

Willie Jennings  
Ward Seven

May 14, 2021

Ms. Kim Hanna  
City of Tupelo  
PO Box 1485  
Tupelo, MS 38802

RE: Tennis Court Light Project

Dear Ms. Hanna:

The above reverse auction project bid openings were held April 28, 2021. The apparent low bidder was Qualite Sports Lighting, LLC with a base bid total of \$70,899.00. Therefore I would like to recommend the above referenced bid be awarded to Qualite Sports Lighting, LLC as funds permit.

Sincerely,

Alex Farned M.S.  
Director, Tupelo Parks and Recreation Department

## City of Tupelo

### Tennis Court Lighting Supply

Lot Specification As Specified  
 Lot Start Date / Time Apr 28, 2021 10:00 AM US/Central  
 Lot End Date / Time Apr 28, 2021 10:36 AM US/Central  
 Lot Duration 00:36 [hh:mm]



### Tennis Court Lighting

| Company                     | Bid Amount       | Bidding Date / Time                 | IP Address     |
|-----------------------------|------------------|-------------------------------------|----------------|
| Musco Lighting              | \$ 72,000.00 USD | Apr 28, 2021 10:30:09 AM US/Central | 216.248.100.66 |
| Qualite Sports Lighting LLC | \$ 70,899.00 USD | Apr 28, 2021 10:27:32 AM US/Central | 96.28.170.146  |
| Musco Lighting              | \$ 73,000.00 USD | Apr 28, 2021 10:26:39 AM US/Central | 216.248.100.66 |
| Qualite Sports Lighting LLC | \$ 73,699.00 USD | Apr 28, 2021 10:26:15 AM US/Central | 96.28.170.146  |
| Musco Lighting              | \$ 75,000.00 USD | Apr 28, 2021 10:22:20 AM US/Central | 216.248.100.66 |
| Musco Lighting              | \$ 78,000.00 USD | Apr 28, 2021 10:21:57 AM US/Central | 216.248.100.66 |
| Musco Lighting              | \$ 80,000.00 USD | Apr 28, 2021 10:17:01 AM US/Central | 216.248.100.66 |
| Musco Lighting              | \$ 83,000.00 USD | Apr 28, 2021 10:16:39 AM US/Central | 216.248.100.66 |
| Qualite Sports Lighting LLC | \$ 76,708.00 USD | Apr 28, 2021 10:13:16 AM US/Central | 96.28.170.146  |
| Musco Lighting              | \$ 85,000.00 USD | Apr 28, 2021 10:00:18 AM US/Central | 216.248.100.66 |

*[Handwritten signature]*

5/11/21



Parks Advisory Board and  
Sports Council Meeting  
March 23, 2021



Advisory Members Present

Robin Faucette, Ward 1  
Jack Keene, Ward 3  
Davey Cole, Ward 5  
Cheryl Dexter, Ward 6  
Jim Ingram, President TSC

Advisory Member Absent

Mike Maynard, Ward 2  
Boyce Grayson, Ward 4  
Vacant, Ward 7

Staff Present

Alex Farned, Director  
Deana Carlock, Office Manager

Staff Absent

Amy Kennedy, Aquatic Director  
Marcus Gary, Community Outreach Coordinator  
Shanta Jones, Program Director  
Leigh Ann Mattox, Recreation Director  
Laura Kramer, Sports Director  
Ben Haas, Sports Director  
Chris Edmondson, Sports Director  
Leesha Faulkner, Oren Dunn Museum Curator  
Markel Whittington, Council Rep

1. Robin Faucette called the meeting to order.
2. Davey Cole made the motion to accept the minutes with Jim Ingram making the second. Pass unanimously.
3. Davey made a motion to adjourn with Jim making the second. Pass unanimously.

Robin Faucette – Chairman of Tupelo Parks Advisory Board

Jim Ingram – President of Tupelo Sports Council

Alex Farned – Director of Tupelo Parks and Recreation



Parks Advisory Board and  
Sports Council Meeting  
April 13, 2021



Advisory Members Present

Robin Faucette, Ward 1  
Davey Cole, Ward 5  
Cheryl Dexter, Ward 6  
Jim Ingram, President TSC

Advisory Member Absent

Vacant, Ward 3  
Mike Maynard, Ward 2  
Boyce Grayson, Ward 4  
Vacant, Ward 7

Staff Present

Alex Farned, Director  
Deana Carlock, Office Manager  
Amy Kennedy, Aquatic Director  
Marcus Gary, Community Outreach Coordinator  
Shanta Jones, Program Director  
Leigh Ann Mattox, Recreation Director  
Laura Kramer, Sports Director  
Ben Haas, Sports Director  
Chris Edmondson, Sports Director  
Leesha Faulkner, Oren Dunn Museum Curator

Staff Absent

Markel Whittington, Council Rep

1. Robin Faucette called the meeting to order.
2. Cheryl Dexter made the motion to accept the minutes with Jim Ingram making the second. Pass unanimously.
3. Cheryl made a motion to adjourn with Jim making the second. Pass unanimously.

---

Robin Faucette – Chairman of Tupelo Parks Advisory Board

---

Jim Ingram –President of Tupelo Sports Council

---

Alex Farned – Director of Tupelo Parks and Recreation





# AIA<sup>®</sup> Document G701/CMa<sup>™</sup> – 1992

## Change Order - Construction Manager-Adviser Edition

|   |  |  |
|---|--|--|
| <b>PROJECT</b> <i>(Name and address):</i><br>BancorpSouth Arena and<br>Conference Center Expansion<br>Bid Package A - Site Improvements<br>(Bid #2019-017CO)<br>Tupelo, Mississippi | <b>CHANGE ORDER NUMBER:</b> 003<br><b>INITIATION DATE:</b> April 5th, 2021   | <b>OWNER:</b> <input checked="" type="checkbox"/><br><b>CONSTRUCTION MANAGER:</b> <input checked="" type="checkbox"/><br><b>ARCHITECT:</b> <input checked="" type="checkbox"/><br><b>CONTRACTOR:</b> <input checked="" type="checkbox"/><br><b>FIELD:</b> <input type="checkbox"/><br><b>OTHER:</b> <input type="checkbox"/> |
| <b>TO CONTRACTOR</b> <i>(Name and address):</i><br>D C Services, LLC<br>PO Box 2293<br>Oxford, MS 38655   | <b>PROJECT NUMBERS:</b> 2018025 / 2019-017CO<br><b>CONTRACT DATE:</b> October 1, 2019<br><b>CONTRACT FOR:</b> General Construction |  |

**THE CONTRACT IS CHANGED AS FOLLOWS:**

- Deduct of Unused Asphalt Patch Allowance = \$-10,000.00
- Deduct of Unused Latent Conditions Allowance = \$-1,223.00
- Deduct of Trench Drain Installation = \$-1,000.00
- Add to Remediate Wet Subsoils under Paving = \$5,235.08
- Add to address Leaching Water at Dumpster Pad = \$1,479.00
- Add to remove old concrete pipe in West Asphalt Area = \$2,835.62

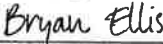
|  |    |            |
|--|----|------------|
| The original Contract Sum was  | \$ | 678,000.00 |
| Net change by previously authorized Change Orders                        | \$ | -2,001.71  |
| The Contract Sum prior to this Change Order was                          | \$ | 675,998.29 |
| The Contract Sum will be decreased by this Change Order in the amount of | \$ | 2,673.30   |
| The new Contract Sum including this Change Order will be                 | \$ | 673,324.99 |


The Contract Time will be unchanged by zero (0) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is adjusted per original milestone dates listed in the Contract Documents. The Adverse Weather Days does not extend activity durations..

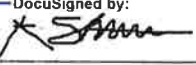
**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.**

|   |   |
|---|---|
| Innovative Construction Management (ICM)<br><b>CONSTRUCTION MANAGER</b> <i>(Firm name)</i><br>PO Box 1515<br>Oxford, MS 38655<br><b>ADDRESS</b> | McCarty Architects Professional Association<br><b>ARCHITECT</b> <i>(Firm name)</i><br>533 West Main St.<br>Tupelo, MS 38804<br><b>ADDRESS</b> |
|---|---|

DocuSigned by:  
  
 BY *(Signature)* 7DDCE51ED241D... 4/27/2021  
 Bryan Ellis  
*(Typed name)* DATE:

D C Services, LLC  
**CONTRACTOR** *(Firm name)*  
 PO Box 2293  
 Oxford, MS 38655  
**ADDRESS**  
  
 BY *(Signature)*  
 David Carroll 4/8/2021  
*(Typed name)* DATE:

DocuSigned by:  
  
 BY *(Signature)* XB205CEA19BF40F... 5/7/2021  
 Kurt Shettles  
*(Typed name)* DATE:

City of Tupelo  
**OWNER** *(Firm name)*  
 71 East Troy Street  
 Tupelo, MS 38804  
**ADDRESS**  
  
 BY *(Signature)*  
 Mayor Jason Sheiton 5-19-2021  
*(Typed name)* DATE:

# **AIA** Document G701/CMa™ – 1992

## **Change Order - Construction Manager-Adviser Edition**

**PROJECT** (*Name and address*): **CHANGE ORDER NUMBER:** 003 **OWNER:**   
 BancorpSouth Arena and **INITIATION DATE:** April 8th, 2021 **CONSTRUCTION MANAGER:**   
 Conference Center Expansion **ARCHITECT:**   
 Bid Package B - Structural Concrete **CONTRACTOR:**   
 (Bid #2019-018CO) **FIELD:**   
 Tupelo, Mississippi **OTHER:**

**TO CONTRACTOR** (*Name and address*): **PROJECT NUMBERS:** 2018025 / 2019-018CO  
 Shaw Services, LLC **CONTRACT DATE:** October 1, 2019  
 861 Old Highway 4 West **CONTRACT FOR:** General Construction  
 Holly Springs, MS 38635

**THE CONTRACT IS CHANGED AS FOLLOWS:**

Add \$5,750.00 to Thicken Site Concrete in Drive line on West Elevation

Add \$10,036.00 to Apply Concrete Sealer to all Dyed Exterior Concrete Paving, East and West Elevations

|  |    |            |
|--|----|------------|
| The original Contract Sum was  | \$ | 959,264.00 |
| Net change by previously authorized Change Orders                        | \$ | 6,550.00   |
| The Contract Sum prior to this Change Order was                          | \$ | 965,814.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ | 15,786.00  |
| The new Contract Sum including this Change Order will be                 | \$ | 981,600.00 |

The Contract Time will be unchanged by Zero (0) days.

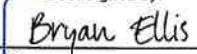
The date of Substantial Completion as of the date of this Change Order therefore is adjusted per original milestone dates listed in the Contract Documents. The Adverse Weather Days does not extend activity durations..

**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.**

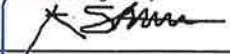
|  |  |
|--|--|
| <b>Innovative Construction Management (ICM)</b>  | <b>McCarty Architects Professional Association</b> |
| <b>CONSTRUCTION MANAGER</b> ( <i>Firm name</i> ) | <b>ARCHITECT</b> ( <i>Firm name</i> )              |
| PO Box 1515                                      | 533 West Main St.                                  |
| Oxford, MS 38655                                 | Tupelo, MS 38804                                   |
| <b>ADDRESS</b>                                   | <b>ADDRESS</b>                                     |

417

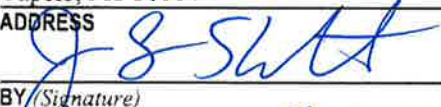
DocuSigned by:  
  
 BY (Signature) \_\_\_\_\_  
 Bryan Ellis 4/27/2021  
 (Typed name) DATE:

Shaw Services, LLC  
 CONTRACTOR (Firm name)  
 861 Old Hwy 4 West  
 Holly Springs, MS 38635  
 ADDRESS

  
 BY (Signature) \_\_\_\_\_  
 Bobb W. Clenden 4/12/21  
 (Typed name) DATE:

DocuSigned by:  
  
 BY (Signature) \_\_\_\_\_  
 Kurt Shettles 5/7/2021  
 (Typed name) DATE:

City of Tupelo  
 OWNER (Firm name)  
 71 East Troy Street  
 Tupelo, MS 38804  
 ADDRESS

  
 BY (Signature) \_\_\_\_\_  
 Mayor Jason Shelton 5-19-2021  
 (Typed name) DATE:



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## Change Order - Construction Manager-Adviser Edition

**PROJECT** (*Name and address*):  
BancorpSouth Arena and  
Conference Center Expansion  
Bid Package C - Masonry (Bid  
#2019-019CO)  
Tupelo, Mississippi

**CHANGE ORDER NUMBER:** 003  
**INITIATION DATE:** April 5th, 2021

**OWNER:**   
**CONSTRUCTION MANAGER:**   
**ARCHITECT:**   
**CONTRACTOR:**   
**FIELD:**   
**OTHER:**

**TO CONTRACTOR** (*Name and address*):  
Bush Masonry, LLC  
3237 South Silverwind Cove  
Memphis, TN 38125

**PROJECT NUMBERS:** 2018025 / 2019-019CO  
**CONTRACT DATE:** October 1, 2019  
**CONTRACT FOR:** General Construction

### THE CONTRACT IS CHANGED AS FOLLOWS:

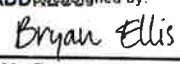
Deduct of unused Latent Conditions = \$3,876.80


|  |    |            |
|--|----|------------|
| The original Contract Sum was  | \$ | 582,000.00 |
| Net change by previously authorized Change Orders                        | \$ | -4,600.05  |
| The Contract Sum prior to this Change Order was                          | \$ | 577,399.95 |
| The Contract Sum will be decreased by this Change Order in the amount of | \$ | 3,876.80   |
| The new Contract Sum including this Change Order will be                 | \$ | 573,523.15 |

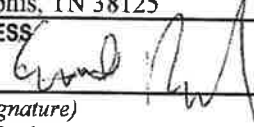
The Contract Time will be unchanged by Zero (0) days.  
The date of Substantial Completion as of the date of this Change Order therefore is adjusted per original milestone dates listed in the Contract Documents. The Adverse Weather Days does not extend activity durations..


**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Innovative Construction Management (ICM)  
**CONSTRUCTION MANAGER** (*Firm name*)  
PO Box 1515  
Oxford, MS 38655  
**ADDRESS**  
Signed by:  
  
BY (*Signature*)  
Bryan Ellis  
(*Typed name*)  
**DATE:** 4/27/2021

McCarty Architects Professional Association  
**ARCHITECT** (*Firm name*)  
533 West Main St.  
Tupelo, MS 38804  
**ADDRESS**  
Signed by:  
  
BY (*Signature*)  
Kurt Shettles  
(*Typed name*)  
**DATE:** 5/7/2021

Bush Masonry, LLC  
**CONTRACTOR** (*Firm name*)  
3237 South Silverwind Cove  
Memphis, TN 38125  
**ADDRESS**  
  
BY (*Signature*)  
Ernie Bush  
(*Typed name*)  
**DATE:**

City of Tupelo  
**OWNER** (*Firm name*)  
71 East Troy Street  
Tupelo, MS 38804  
**ADDRESS**  
  
BY (*Signature*)  
Mayor Jason Shelton  
(*Typed name*)  
**DATE:** 5-19-2021

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User Notes:

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## Change Order - Construction Manager-Adviser Edition

|   |  |  |
|---|--|--|
| <b>PROJECT</b> <i>(Name and address):</i><br>BancorpSouth Arena and<br>Conference Center Expansion<br>Bid Package F - Glass and Glazing<br>(Bid #2019-022CO)<br>Tupelo, Mississippi | <b>CHANGE ORDER NUMBER:</b> 003<br><b>INITIATION DATE:</b> April 5th, 2021   | <b>OWNER:</b> <input checked="" type="checkbox"/><br><b>CONSTRUCTION MANAGER:</b> <input checked="" type="checkbox"/><br><b>ARCHITECT:</b> <input checked="" type="checkbox"/><br><b>CONTRACTOR:</b> <input checked="" type="checkbox"/><br><b>FIELD:</b> <input type="checkbox"/><br><b>OTHER:</b> <input type="checkbox"/> |
| <b>TO CONTRACTOR</b> <i>(Name and address):</i><br>Tull Brothers, Inc.<br>1111 Hwy 72 East<br>Corinth, MS 38834   | <b>PROJECT NUMBERS:</b> 2018025 2019-022CO<br><b>CONTRACT DATE:</b> October 1, 2019<br><b>CONTRACT FOR:</b> General Construction |  |

**THE CONTRACT IS CHANGED AS FOLLOWS:**

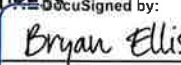

Deduct for unused Latent Conditions = \$5,000

|  |               |
|--|---------------|
| The original Contract Sum was  | \$ 978,343.00 |
| Net change by previously authorized Change Orders                        | \$ -60,772.02 |
| The Contract Sum prior to this Change Order was                          | \$ 917,570.98 |
| The Contract Sum will be decreased by this Change Order in the amount of | \$ 5,000.00   |
| The new Contract Sum including this Change Order will be                 | \$ 912,570.98 |

The Contract Time will be unchanged by zero (0) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is adjusted per original milestone dates in the Contract Documents. Adverse Weather Days does not extend activity durations.

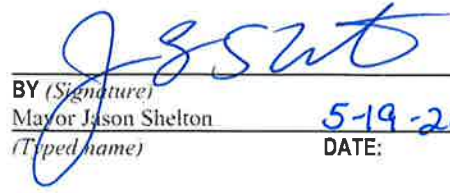
**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.**

|   |   |
|---|---|
| Innovative Construction Management (ICM)<br><b>CONSTRUCTION MANAGER</b> <i>(Firm name)</i><br>PO Box 1515<br>Oxford, MS 38655<br>ADDRESS<br>Signed by:<br><br>BY <small>Signature</small> Bryan Ellis<br>4/27/2021<br>DATE:<br>Tull Brothers, Inc.<br><b>CONTRACTOR</b> <i>(Firm name)</i><br>1111 Hwy 72 East<br>Corinth, MS 38834<br>ADDRESS | McCarty Architects Professional Association<br><b>ARCHITECT</b> <i>(Firm name)</i><br>533 West Main St.<br>Tupelo, MS 38804<br>ADDRESS<br>Signed by:<br><br>BY <small>Signature</small> Kurt Shettles<br>5/7/2021<br>DATE:<br>City of Tupelo<br><b>OWNER</b> <i>(Firm name)</i><br>71 East Troy Street<br>Tupelo, MS 38804<br>ADDRESS |
|---|---|



BY (Signature)  
Fred L. Tull, President 4/16/2021  
(Typed name) DATE:



BY (Signature)  
Mayor Jason Shelton 5-19-2021  
(Typed name) DATE:

# AIA® Document G701/CMa™ – 1992

## Change Order - Construction Manager-Adviser Edition

|   |  |  |
|---|--|--|
| <b>PROJECT</b> <i>(Name and address):</i><br>BancorpSouth Arena and<br>Conference Center Expansion<br>Bid Package H - General Works<br>(Bid #2019-024CO)<br>Tupelo, Mississippi | <b>CHANGE ORDER NUMBER:</b> 003<br><b>INITIATION DATE:</b> April 5th, 2021   | <b>OWNER:</b> <input checked="" type="checkbox"/><br><b>CONSTRUCTION MANAGER:</b> <input checked="" type="checkbox"/><br><b>ARCHITECT:</b> <input checked="" type="checkbox"/><br><b>CONTRACTOR:</b> <input checked="" type="checkbox"/><br><b>FIELD:</b> <input type="checkbox"/><br><b>OTHER:</b> <input type="checkbox"/> |
| <b>TO CONTRACTOR</b> <i>(Name and address):</i><br>D C Services, LLC<br>PO Box 2293<br>Oxford, MS 38655   | <b>PROJECT NUMBERS:</b> 2018025 / 2019-024CO<br><b>CONTRACT DATE:</b> October 1, 2019<br><b>CONTRACT FOR:</b> General Construction |  |

**THE CONTRACT IS CHANGED AS FOLLOWS:**

- Deduct Reconciliation of Final Cleaning Allowance = \$-1,020.00
- Deduct to Omit Wood Wall Panels at VIP Lounge East Wall = \$-2,562.00
- Add COR 05 - Additional Corner Guards in Conference Center = \$691.00
- Add Cylinders and Cores to Existing Arena to match new keying system = \$6,794.70

|  |                 |
|--|-----------------|
| The original Contract Sum was  | \$ 1,466,000.00 |
| Net change by previously authorized Change Orders                        | \$ -26,586.30   |
| The Contract Sum prior to this Change Order was                          | \$ 1,439,413.70 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 3,903.70     |
| The new Contract Sum including this Change Order will be                 | \$ 1,443,317.40 |

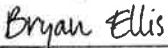
The Contract Time will be unchanged by Zero (0) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is adjusted per original milestone dates listed in the Contract Documents. The Adverse Weather Days does not extend activity durations.

**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

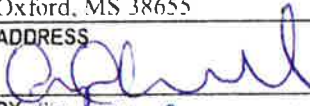
**NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.**


|   |   |
|---|---|
| Innovative Construction Management (ICM)<br><b>CONSTRUCTION MANAGER</b> <i>(Firm name)</i><br>PO Box 1515<br>Oxford, MS 38655<br><b>ADDRESS</b> | McCarty Architects Professional Association<br><b>ARCHITECT</b> <i>(Firm name)</i><br>533 West Main St.<br>Tupelo, MS 38804<br><b>ADDRESS</b> |
|---|---|



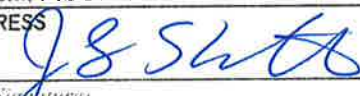
DocuSigned by:  
  
 BY (Signature) 4/27/2021  
 Bryan Ellis  
 (Typed name) DATE:

D C Services, LLC  
 CONTRACTOR (Firm name)  
 PO Box 2293  
 Oxford, MS 38655  
 ADDRESS

  
 BY (Signature) 4/8/2021  
 David Carroll  
 (Typed name) DATE:

DocuSigned by:  
  
 BY (Signature) 5/7/2021  
 Kurt Shettles  
 (Typed name) DATE:

City of Tupelo  
 OWNER (Firm name)  
 71 East Troy Street  
 Tupelo, MS 38804  
 ADDRESS

  
 BY (Signature) 5-19-2021  
 Mayor Jason Sheiton  
 (Typed name) DATE:

# AIA® Document G701/CMa™ – 1992

## Change Order - Construction Manager-Adviser Edition

**PROJECT (Name and address):**  
BancorpSouth Arena and  
Conference Center Expansion  
Bid Package K - Mechanical and  
Plumbing (Bid #2019-027CO)  
Tupelo, Mississippi

**CHANGE ORDER NUMBER:** 003  
**INITIATION DATE:** April 5th, 2021

**OWNER:**   
**CONSTRUCTION MANAGER:**   
**ARCHITECT:**   
**CONTRACTOR:**   
**FIELD:**   
**OTHER:**

**TO CONTRACTOR (Name and address):**  
Kline's Mechanical Systems, Inc.  
PO Box 121  
Fulton, MS 38843

**PROJECT NUMBERS:** 2018025 / 2019-027CO  
**CONTRACT DATE:** October 1, 2019  
**CONTRACT FOR:** General Construction

**THE CONTRACT IS CHANGED AS FOLLOWS:**

Credit for unused latent conditions = \$2,134.00

|  |    |              |
|--|----|--------------|
| The original Contract Sum was  | \$ | 2,134,590.00 |
| Net change by previously authorized Change Orders                        | \$ | -32,800.00   |
| The Contract Sum prior to this Change Order was                          | \$ | 2,101,790.00 |
| The Contract Sum will be decreased by this Change Order in the amount of | \$ | 2,134.00     |
| The new Contract Sum including this Change Order will be                 | \$ | 2,099,656.00 |

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is adjusted per original milestone dates listed in the Contract Documents. The Adverse Weather Days does not extend activity durations..

**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

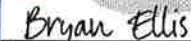
**NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.**

Innovative Construction Management (ICM)

**CONSTRUCTION MANAGER (Firm name)**

PO Box 1515  
Oxford, MS 38655

**ADDRESS** Signed by:



**BY (Signature)** 4/27/2021

Bryan Ellis  
*(Typed name)*

Kline Mechanical Systems, Inc.

**CONTRACTOR (Firm name)**

PO Box 121  
Fulton, MS 38843

**ADDRESS**



**BY (Signature)** April 8, 2021

Thomas H. Kline  
*(Typed name)*

McCarty Architects Professional Association

**ARCHITECT (Firm name)**

533 West Main St.  
Tupelo, MS 38804

**ADDRESS** Signed by:



**BY (Signature)** 5/7/2021

Kurt Shettles  
*(Typed name)*

City of Tupelo

**OWNER (Firm name)**

71 East Troy Street  
Tupelo, MS 38804

**ADDRESS**



**BY (Signature)** 5-19-2021

Mayor Jason Shelton  
*(Typed name)*

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User Notes:

(389ADABF)



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## Change Order - Construction Manager-Adviser Edition

|   |  |  |
|---|--|--|
| <b>PROJECT (Name and address):</b><br>BancorpSouth Arena and<br>Conference Center Expansion<br>Bid Package L - Electrical (Bid<br>#2019-028CO)<br>Tupelo, Mississippi | <b>CHANGE ORDER NUMBER:</b> 003<br><b>INITIATION DATE:</b> April 5th, 2021 | <b>OWNER:</b> <input checked="" type="checkbox"/><br><b>CONSTRUCTION MANAGER:</b> <input checked="" type="checkbox"/><br><b>ARCHITECT:</b> <input checked="" type="checkbox"/><br><b>CONTRACTOR:</b> <input checked="" type="checkbox"/><br><b>FIELD:</b> <input type="checkbox"/><br><b>OTHER:</b> <input type="checkbox"/> |
|---|--|--|

|   |  |
|---|--|
| <b>TO CONTRACTOR (Name and address):</b><br>Conditioned Air, Inc.<br>735 Westmoreland Drive<br>Tupelo, MS 38801 | <b>PROJECT NUMBERS:</b> 2018025 / 2019-028CO<br><b>CONTRACT DATE:</b> October 1, 2019<br><b>CONTRACT FOR:</b> General Construction |
|---|--|

**THE CONTRACT IS CHANGED AS FOLLOWS:**

Deduct of Data Conduits for Access Controls = \$-3,387.20

Add required AV controls conduits = \$987.16

Add Flag Pole Lights = \$4,033.32

Add Fire Alarm Relays = \$1,850.00

Add Fire Department Connection Relay = \$1,464.00

|  |                 |
|--|-----------------|
| The original Contract Sum was  | \$ 1,851,580.00 |
| Net change by previously authorized Change Orders                        | \$ -48,845.10   |
| The Contract Sum prior to this Change Order was                          | \$ 1,802,734.90 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 4,947.28     |
| The new Contract Sum including this Change Order will be                 | \$ 1,807,682.18 |

The Contract Time will be unchanged by zero (0) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is adjusted per original milestone dates listed in the Contract Documents. The Adverse Weather Days does not extend activity durations..


**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.**

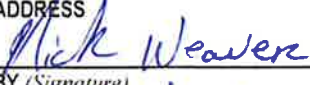
|  |  |
|--|--|
| Innovative Construction Management (ICM)<br><b>CONSTRUCTION MANAGER (Firm name)</b><br>PO Box 1515<br>Oxford, MS 38655<br><b>ADDRESS</b> | McCarty Architects Professional Association<br><b>ARCHITECT (Firm name)</b><br>533 West Main St.<br>Tupelo, MS 38804<br><b>ADDRESS</b> |
|--|--|

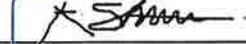
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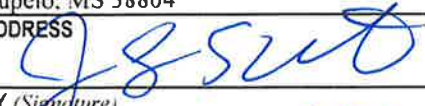
DocuSigned by:  
  
 BY (Signature) ID: 2055CE51ED241D  
 Bryan Ellis 4/27/2021  
 (Typed name) DATE:

Conditioned Air, Inc  
 CONTRACTOR (Firm name)  
 735 Westmoreland Drive  
 Tupelo, MS 38801  
 ADDRESS

  
 BY (Signature)  
 Nick Weaver 4.27.2021  
 (Typed name) DATE:

DocuSigned by:  
  
 BY (Signature) ID: 2055CEA19BF40F  
 Kurt Shettles 5/7/2021  
 (Typed name) DATE:

City of Tupelo  
 OWNER (Firm name)  
 71 East Troy Street  
 Tupelo, MS 38804  
 ADDRESS

  
 BY (Signature)  
 Mayor Jason Shelton 5-19-2021  
 (Typed name) DATE:



**ORDINANCE**

**AMENDMENT TO ALL PREVIOUS ORDINANCES ESTABLISHING SCHEDULE OF RULES AND FEES FOR UTILITY SERVICES FURNISHED TO CONSUMERS OF THE CITY OF TUPELO.**

**WHEREAS**, the City of Tupelo is authorized by the Section 21-27-23 Miss. Code Anno. (1972 as amended) to establish schedules of rules and fees for utility services furnished to consumers of the City of Tupelo Water & Light Department; and

**WHEREAS**, that based on appropriate studies and investigations, the Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service as set forth and attached in Exhibit "A"; and

**WHEREAS**, the City Council met at its regularly scheduled meeting on May 18, 2021, to review and consider information compiled by the City of Tupelo Water and Light Department demonstrating the need for establishing updated Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service set forth above and attached hereto; and

**WHEREAS**, the City Council found and determined that the updated Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees was necessary, fair and reasonable; and

**WHEREAS**, the amended Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees set forth as attached below, shall be published in ordinance form as required by law.

**NOW, THEREFORE LET IT BE ORDAINED** by the City Council as follows:

Section 1. The Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees, Minimum Commercial Deposits as codified as Section 26-127 of the City of Tupelo, Mississippi Code of Ordinances is hereby amended in pertinent part by substitution to read:

**Minimum Commercial Deposits are as follows:**

|          |                                 |                                      |
|----------|---------------------------------|--------------------------------------|
| Electric | Two (2) times the average usage | Water 1" – Temp \$500.00 (Fire Plug) |
| Water    | \$150.00                        | Water 2" – Temp \$900.00 (Fire Plug) |

Section 2. All other portions of the Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees other than changes in Section 1 above shall remain the same.

Section 3. The Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service Appendix A: Schedule of Rates, Charges and Fees as amended in Section 1 above shall become effective on July 1, 2021.

Section 4. Appendix A: Schedule of Rates, Charges and Fees as herein amended is attached hereto as Exhibit "A".

The Clerk of the Council is hereby directed to cause a copy of this amendatory ordinance to be published one time in the Northeast Mississippi Daily Journal.

The foregoing Ordinance was proposed in a motion by Council Member Beard, seconded by Council Member Whittington, and, after discussion, no Council Member having called for a reading, was brought to a vote as follows:

|                                   |            |
|-----------------------------------|------------|
| Council Member Markel Whittington | <u>Aye</u> |
| Council Member Lynn Bryan         | <u>Aye</u> |
| Council Member Travis Beard       | <u>Aye</u> |
| Council Member Nettie Davis       | <u>Aye</u> |
| Council Member Buddy Palmer       | <u>Aye</u> |
| Council Member Mike Bryan         | <u>Aye</u> |
| Council Member Willie Jennings    | <u>Aye</u> |

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance has been passed and adopted on this the 18th day of May, 2021.

CITY OF TUPELO, MISSISSIPPI

BY: [Signature]  
President

ATTEST:

[Signature]  
Missy Shelton, Clerk of the Council

APPROVED:

[Signature]  
Jason Shelton, Mayor

May 18, 2021  
DATE

ATTEST:

[Signature]  
Kim Hanna, City Clerk



**CITY OF TUPELO WATER & LIGHT DEPARTMENT****SERVICE PRACTICE STANDARDS****SCHEDULE OF RULES, REGULATIONS AND FEES FOR UTILITY SERVICE**

Collections & Billing Office, 333 Court Street, Tupelo, MS 38804  
Tel. 662-841-6470, Fax 662-841-6471

Operations Office, 320 N. Front Street, Tupelo, MS 38804  
Tel. 662-841-6460, Fax 662-841-6401

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1. **APPLICATION FOR SERVICE**: Each prospective customer desiring service will be required to complete and sign a Tupelo Water & Light standard form of application for service or contract before service is supplied. **Residential utility services can be in only (1) name.** Prospective customers are required to provide two (2) forms of identification including at least one (1) picture identification and a copy of lease agreement, rent receipt or deed. In the event more than one person signed a housing lease agreement, valid ID's must be presented on all persons whose name is listed on the lease to secure utility services.

Acceptable forms of ID are a social security card, driver's license, voter registration card, passport, green card, Federal ITIN card or other state issued ID.

Applicants with an old debt with Tupelo Water & Light Department will be required to pay all old debts in full prior to receiving utilities at a new service address.

The applicant must agree to pay for service as measured by the City's meter according to applicable rates. Rates, charges and fees are made available to all customers via Tupelo Water & Light Department's website at [www.tupeloms.gov](http://www.tupeloms.gov) and at the Tupelo Water & Light Department Collections & Billing Office at 333 Court Street. Legal notice is given to all customers via Northeast Mississippi Daily Journal of any rate change initiated by Tupelo Water & Light Department.

The applicant agrees to permit authorized agents of the City free access to the premises of the consumer for the purpose of inspecting, reading, repairing or removing property of the City.

The City shall have the right, but shall not be obligated, to inspect any installation before water and/or electric service is introduced, or at any time thereafter and reserves the right to reject any wiring or appliances not in accordance with City's standards. The inspection or failure to inspect or reject shall not be regarded as an insurance against defects in installation, wiring or appliances and shall not render City liable or responsible for any loss or damage, resulting from defects in the installation, wiring or appliances, or from violation of the City's rules and regulations or from accidents which may occur upon consumer's premises.



The applicant agrees that this application is subject to the City's Rules and Regulations, a copy of which is available for inspection at the office of the City, and that these Rules and Regulations are a part of this agreement. In the case of default of payment applicant agrees to pay any legal interest due, together with any collection agency costs and reasonable attorney fees incurred to effort collection on this account and any subsequent location.

2. **DEPOSIT:** Each customer is required to pay a meter deposit for each service. Tupelo Water & Light Department credits interest on deposits annually at the bank's Passbook Interest Rate to the customer's account. Upon termination of service, deposits are applied to customer's accounts against unpaid bills of customer, and if any balance remains after such application is made, the balance shall be refunded to customer. If a customer is transferring utility service to a different address, an additional deposit may be required to update the customer deposit on account to current deposit amounts. Past payment history will be taken into account. If a customer has an excellent pay record (meaning customer has received no late notices and/or penalties or service charges for nonpayment and has always paid on time), then no additional deposits will be required. If a customer has a poor/delinquent pay history (meaning customers that have received late notice fees and/or penalties or service charges for nonpayment), then additional deposits may be required to update to current deposit amounts.

The residential deposit rate is based upon the customer's credit rating as follows:

| <u>Credit Score</u> | <u>Rating</u> |
|---------------------|---------------|
| 700-850             | Excellent     |
| 650-699             | Good          |
| Less than 650       | Fair/Poor     |

**See Appendix A (Schedule of Rates, Charges and Fees)**

For general power customers (commercial and industrial), the deposit shall be two (2) times the average usage for all commercial and industrial accounts. The minimum water deposit for commercial and industrial accounts will be \$150.00. In no event will the deposit required exceed twice the highest estimated monthly bill for the rate classification. Commercial and Industrial customers will have the option of paying a cash deposit, posting a Utility Surety Bond, Letter of Credit from local bank, or filing a Certificate of Deposit with Tupelo Water & Light Department. All Certificates of Deposit must have the business name and Tupelo Water & Light Department on the face of the certificate. Tupelo Water & Light Collections and Billing Department will be the custodian of all Utility Surety Bonds, letters of credit and Certificates of Deposit.

Upon written request by the customer or at the discretion of Tupelo Water & Light, the deposit requirement may be re-evaluated based on the most recent electricity usage.

After the deposit is paid in full, interest will accrue annually on a deposit greater than one month's average bill held longer than twelve months at the passbook interest rate earned by Tupelo Water & Light Department. The deposit accrued interest will be credited to the customer's bills every year of the utility service on a yearly basis. The deposit balance and accrued interest is subject to review by all customers of Tupelo Water & Light Department upon request.



3. **POINT OF DELIVERY**: The point of delivery for electricity is the point, as designated by Tupelo Water & Light Department, on the customer's premises where current is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be maintained by the customer. The point of delivery for water service shall be the customer side of the water meter. The point of service delivery for sewer shall be the sewer tap on the city sewer main.

4. **CUSTOMER'S WIRING STANDARDS**: All of the customer's wiring must conform to municipal requirements and accepted modern standards, including the requirements of the National Electrical Safety Code, the National Electric Code, and the City Electric Code.

5. **INSPECTIONS**: The Tupelo Water & Light Department shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced, or at any later time, and reserves the right to reject any wiring of appliances not in accordance with the Tupelo Water & Light Department's standards, but such inspection or failure to inspect or reject shall not render the City of Tupelo liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Tupelo Water & Light Department's rules, or from accidents which may occur upon customer's premises.

6. **UNDERGROUND SERVICE LINES**: Customers desiring underground electric service lines from Tupelo Water & Light Department's overhead power service system must bear the expense thereof. Specifications and terms for such construction will be furnished by the Tupelo Water & Light Department.

7. **CUSTOMER'S RESPONSIBILITY FOR WATER & LIGHT DEPARTMENT'S PROPERTY**: All meters, service connections and other equipment furnished by Tupelo Water & Light Department shall be, and remain, the property of Tupelo Water & Light Department on its premises. In the event of loss or damage to Tupelo Water & Light Department's property, arising from neglect of customer to care for same, the cost of necessary repairs or replacements shall be paid by customer.

8. **RIGHT OF ACCESS**: The Tupelo Water & Light Department's identified employee shall have access to customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing or exchanging any or all equipment belonging to Tupelo Water & Light Department.

9. **BILLING**: Utility bills will be rendered monthly and shall be paid within fifteen (15) days from the date of bill for residential customers, and within ten (10) days for general power (commercial and industrial) customers at the Tupelo Water & Light Department Collection Office located at 333 Court Street, Tupelo, Mississippi. Failure to receive a bill will not release Customer from payment obligation. If the bill is not paid on time, the Tupelo Water & Light Department may at any time thereafter discontinue service. Bills paid on or before the final date of payment shall be payable at the net rates, which is the gross less late penalty (general power accounts only) but thereafter the gross rates shall apply, as provided in SCHEDULE OF RATES AND CHARGES. Bills that are paid after the "Discount Date" on the billing statement provided shall be subject to an additional charge of 5%. The Tupelo Water & Light Department will post all payments on the same day they are received. All payments made after the due date on the bill will be assessed a



5% penalty. Should the final date for payment of the bill fall on a weekend or holiday, the next business day following the final date will be held as a day for grace for delivery of payment.

Customers will be provided monthly totals for electric and water consumption. Each monthly billing statement will provide customers with historical consumption comparisons to the prior month as well as the prior twelve (12) months.

10. **LATE NOTICE**: A late notice will be prepared on all Tupelo Water & Light service accounts that have not been paid by the due date on the bill. A four dollar (\$4.00) Late Notice Charge will be assessed to all accounts receiving a late notice. This notice will notify the customer of their disconnection date, which will be fifteen (15) days for residential customers and ten (10) days for general power (commercial and industrial) customers following the late notice date.

10B. **POLICIES AND PROCEDURES**: Penalties and Fees can be adjusted by Tupelo Water & Light Department Billing and Collections Office Manager/Personnel, per City Ordinances. (Not part of the Public Utilities.)

11. **DISCONNECTION FOR NON-PAYMENT**: The disconnection date on all accounts shall be fifteen (15) days for residential customers and ten (10) days for general power customers following the date of the late notice. A late notice mailed to all customers with unpaid balances will notify customers of their disconnection date. A twenty five dollar (\$25.00) service charge will be assessed to all accounts disconnected for non-payment. If the past due amount is paid in full on the customer's account before our serviceman leaves the TW&L office, the twenty five dollar (\$25.00) service charge can be adjusted off the customer's account. However, if the service charge has been added to the unpaid account and the serviceman has left the TW&L office, the twenty five dollar (\$25.00) service charge is owed. On all accounts requiring a lineman & bucket truck to disconnect, a one hundred dollar (\$100.00) service charge will be assessed.

12. **DISCONTINUANCE OF UTILITY SERVICE**: Customers who desire to discontinue utility service are required to sign a disconnect form stating the date they desire the service to be discontinued and must give at least one (1) day notice to that effect. Customers are required to sign a service order or provide written notice by fax or email. The Tupelo Water & Light Department will not process a service order of any kind over the telephone.

13. **TERMINATION OF SERVICE**: The Tupelo Water & Light Department may discontinue service for the violation of any of its Schedule of Rules and Regulations or of the Schedule of Rates and Charges. The Tupelo Water & Light Department may also discontinue service to customer for the theft of services or the appearance of theft devices on the premises of customer, for safety or to be compliant with any State of Mississippi or City of Tupelo regulations that require disconnection for safety reasons. Any and all electrical and water services will be discontinued to customers with past due accounts except as provided in this rule. Payment in full (including late fee charges or service charges) will be required before service is restored. An additional deposit amount may also be required. The termination of service by Tupelo Water & Light Department for any reason stated in this rule does not release the customer from the obligation for any amount due to Tupelo Water & Light Department, including the payment of minimum bills as specified in contracts.



If payment is not received by the due date, Tupelo Water & Light Department may discontinue service fifteen (15) days after the due date for residential customers and ten (10) days after the due date for general power customers (commercial and industrial) after provision of a late notice by mail informing the customer of the electric service or the water service disconnection date and the available rights and remedies to dispute the bill with Tupelo Water & Light Department, including the address, 333 Court Street, Tupelo, MS 38804, and the Customer Service telephone number, 662-841-6470. No further notice will be provided before electrical or water service is disconnected.

Tupelo Water & Light Department evaluates weather conditions daily at [www.weathertap.com](http://www.weathertap.com) for the Tupelo service area. In the event the forecasted temperature is expected to exceed 96 degrees Fahrenheit (F) with a heat index greater than 100 degrees, or is expected to be below 30 degrees (F) on that day, Tupelo Water & Light Department will postpone the disconnection of service of residential customers due to non-payment. Where disconnection is postponed due to an extreme weather condition, the postponement will not extend beyond the extreme weather condition.

Upon Tupelo Water & Light Department's approval of the "Request for Medical Waiver" form, disconnection of service will be postponed for 30 days from the original due date to allow customer time to make payment or alternative shelter arrangements. The "Request for Medical Waiver" form must be completed by a medical doctor or nurse practitioner licensed to practice in the State of Mississippi, certifying that the disconnection of electric service would create a life-threatening medical situation for the customer or other permanent resident of the customer's household. It is the responsibility of the customer to ensure that the form has been approved by Tupelo Water & Light Department. A life threatening medical condition does not relieve a customer of the obligation to pay for electric service, including any late fees or service charges incurred or other applicable charges. Tupelo Water & Light Department will only grant this postponement for termination two (2) times in a twelve (12) month period. If full payment of the past due amount, including all late fees and service charges is not received by the end of the thirty (30) day postponement period, electric service will be disconnected without further notice.

Below is an example of the "Request for Medical Waiver Form" customers must file for a thirty (30) day postponement to terminate service.



**REQUEST FOR MEDICAL WAIVER****TUPELO WATER & LIGHT DEPARTMENT**

Tupelo Water & Light allows for **postponement of shut off or temporary service restoration** for a medical emergency of not more than 30 days if the customer or a member of the customer's household has a certified medical emergency. A medical emergency exists if the customer/household member has a condition that will be aggravated by the lack of electrical service. A medical emergency is defined and certified by a Physician or Nurse Practitioner. Extensions for further periods of not more than 30 days are granted only if the customer provides additional physician or public health official certification. Tupelo Water & Light will only grant this postponement for termination two (2) times in a twelve (12) month period. Consecutive waivers are allowed but must be applied for by the customer.

**CUSTOMER CERTIFICATION: (To be completed by customer)**

Customer Name: \_\_\_\_\_ Account No: \_\_\_\_\_

Customer Address: \_\_\_\_\_

City, ST, Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Household member(s) with Medical Emergency \_\_\_\_\_

Relationship to Customer: \_\_\_\_\_

**NOTE: THIS STATEMENT DOES NOT IN ANY WAY REMOVE THE OBLIGATION TO PAY FOR SERVICES RECEIVED OR TO BE RECEIVED FROM TUPELO WATER & LIGHT DEPARTMENT.**

**RELEASE: (to be completed by Resident requiring life-sustaining equipment or his/her legal guardian)**

I, \_\_\_\_\_, (circle one: resident/legal guardian) hereby grant my consent to the below-named licensed Physician to release to Tupelo Water & Light such information as noted below, plus any supplement information regarding critical medical equipment used at the residence.

Signature of Resident or Legal Guardian: \_\_\_\_\_

Date \_\_\_\_\_

**MEDICAL VERIFICATION: (To be completed and signed by a licensed physician)**

**A phone number is required so we may contact you for potential clarification and/or verification.**

I, \_\_\_\_\_, a licensed physician, declare there is a medical emergency requiring electricity for the above named customer/household member.

Duration of Medical Emergency: \_\_\_\_\_

(Maximum 30 days)

Physician Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Name: \_\_\_\_\_

Phone: \_\_\_\_\_



Business Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_

**Return this form to:** Tupelo Water & Light      **OR** Fax To: 662-841-6471  
 333 Court St  
 Tupelo, MS 38804

14. **SERVICE CHARGES FOR TEMPORARY SERVICE**: Customers requiring water and electric service for a period not exceeding sixty (60) days may be required by Tupelo Water & Light Department to pay all costs for connection and disconnection incidental to the supplying and removing of service. This rule applies to circuses, carnivals, fairs, temporary construction and other temporary Customers. Active customers, who have a history of paying promptly with no violation of these rules and regulations who are in need of temporary service, and who have previously paid a service deposit, are not required to pay another deposit.
15. **INTERRUPTION OF SERVICE**: The Tupelo Water & Light Department will use reasonable diligence to provide a regular and uninterrupted supply of electricity and water. However, in case the supply of electricity or water should be interrupted, Tupelo Water & Light Department shall not be liable for any damages resulting from this interruption.
16. **VOLTAGE FLUCTUATION CAUSED BY CUSTOMER**: Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to the Department's system. Tupelo Water & Light Department requires each customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.
17. **ADDITIONAL LOAD**: The service connection, transformers, meters and equipment supplied by Tupelo Water & Light Department for each customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of Tupelo Water & Light Department. Failure to give notice of additions or changes in load, and to obtain consent for the same, shall render the customer liable for damage to any of Tupelo Water & Light Department's lines or equipment caused by the additional or changed installation.
18. **STANDBY AND RESALE SERVICE**: All purchased electric service (other than emergency or standby service) used on the premises of each customer shall be supplied exclusively by Tupelo Water & Light Department, and the customer shall not directly or indirectly, sell, sublet, assign, or otherwise dispose of, the electric service or any party thereof.
19. **NOTICE OF TROUBLE**: Customer shall notify Tupelo Water & Light Department immediately if the service is unsatisfactory for any reason, or should there be any defects, trouble or accidents affecting the supply of water or electricity. Such notices, if verbal, should be confirmed in writing.
20. **NON-STANDARD SERVICE**: The customer shall pay the cost of any special installation necessary to meet his or her particular requirements for service other than one standard voltage, or for the supply of closer voltage regulation than required by standard practice. The Tupelo Water



& Light Department may, at its discretion, provide and install the additional facilities on a fixed monthly rental basis in lieu of payment of cost by the customer.

21. **METER TESTS**: The Tupelo Water & Light Department will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. The Tupelo Water & Light Department will make additional tests or inspections of its meters at the request of the customer. If such tests show that the meter is accurate within 2%, slow or fast, no adjustment will be made in the customer's bill and the testing charge of ten dollars (\$10.00) per meter shall be paid by the customer. In case the test shows meter to be in excess of 2% fast or slow, an adjustment shall be made in the customer's bill over a period of not over thirty (30) days prior to date of such tests, and the cost of the test shall be borne by the Tupelo Water & Light Department.

22. **FILING AND POSTING**: A copy of the RULES AND REGULATIONS, together with a copy of THE TUPELO WATER & LIGHT DEPARTMENT'S SCHEDULE OF RATES AND CHARGES, shall be kept open to inspection at the office of Tupelo Water & Light Department.

23. **INFORMATION TO CONSUMERS**: Upon request by the customer of record, Tupelo Water & Light Department will make available a customer's electrical and water consumption data for the prior twelve (12) month period.

24. **SCOPE**: The Schedule of Rules and Regulations is a part of all contracts for electrical and water service from Tupelo Water & Light Department and applies to all services received from Tupelo Water & Light Department, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this Schedule of Rules and Regulations together with a copy of Tupelo Water & Light Department Schedule of Rates and Charges, which was approved by the governing authority of the City of Tupelo, and shall be kept open to inspection at the office of Tupelo Water & Light Department Collections & Billing Office located at 333 Court Street, and found on our website – [www.tupeloms.gov](http://www.tupeloms.gov). Furthermore, the Tupelo Water & Light Department will provide information regarding rates, service practice policies, and guidelines to customers via the website – [www.tupeloms.gov](http://www.tupeloms.gov) and information, including brochures, will be available in our office. A customer will also receive such information upon application for electric and water services, and at any time upon request. All retail rate actions initiated by Tupelo Water & Light will be communicated to the public via our web-site – [www.tupeloms.gov](http://www.tupeloms.gov) and through advertisement in the Northeast Mississippi Daily Journal.

25. **REVISIONS**: These RULES AND REGULATIONS may be revised, amended, supplemented, or otherwise changed from time to time without specific notice to the customer. Such changes, when effective, shall be available at the Collection Office and shall have the same force as the present RULES AND REGULATIONS.

26. **CONFLICT**: In case of conflict between any provision of any rate schedule and these RULES AND REGULATIONS, the rate schedule shall apply.

27. **TAMPERING WITH METERS**: If Tupelo Water & Light Department finds that there is reasonable ground for believing that any meter or meters intended to measure or register the



quantity of water, electric light or power has been tampered with as to alter the measured usage or that any electric seal is broken, or communication device on an AMI water or electric meter is broken, cut or damaged, a minimum administrative fee of one hundred dollars (\$100.00) will be assessed the meter holder. The customer may be prosecuted in municipal court notwithstanding the administrative fee.

28. **ESTIMATING BILLS**: In the event that Tupelo Water & Light Department is unable to or prevented from reading a customer's meter(s), then the Tupelo Water & Light Department may charge an estimated bill based on previous usage, an average or other reasonable basis; provided, however, that the estimated bill does not relieve the customer from financial responsibility during the period. After the meters are read, the Tupelo Water & Light Department will notify the customer of any adjustment and amounts owed. These corrections or adjustments will be approved by the city council at the council meeting.

29. **CATASTROPHIC LEAK**: In the event of a catastrophic water leak on the customer's property (beyond the point of delivery), the customer will be responsible to pay for all water meter charges, but the customer may request, in writing or by telephone, an adjustment to sewer charges for the payment period covering the leak. The request must be accompanied by documentation of the leak and the repairs, such as repair bills or a report from the professional contractor or plumber effecting the repair. Upon receipt of the request and proper documentation, the Tupelo Water & Light Department will promptly review the request, the customer's payment history and compliance with these Rules and Regulations. If the customer was in compliance, not in arrears in payment prior to the leak, and promptly repaired the leak, the Tupelo Water & Light Department is authorized to adjust the customer's sewage charges for the period covering the leak to an average sewer billing based on the prior twelve (12) months, or shorter period if a new customer. A maximum of three (3) months billing adjustment is authorized. Tupelo Water & Light Department will not be obligated to make such adjustments if the customer has made more than one such request in a twenty four (24) month period or where the customer has persisted in failing to maintain the customer's water lines and system in good repair and working order. The leak adjustments must approved by the city council at the council meetings.

29B. **BILLING CORRECTIONS AND ADJUSTMENTS**: Copies of all types of billing corrections or adjustments must be approved each month by the Tupelo City Council in accordance with the MS Attorney General Opinion 2017-00378. Types of adjustments made are as follows:

- Erroneous readings (over/under) which were made by human error
- Voids and rebills
- Services auto billed (situations where the system automatically voids the whole bill of each service and automatically rebills those services previously voided)
- Keying errors (which include wrong information entered for the meter data, such as the number of digits entered being one too few/many which causes the meter to flip)
- Adjustments to sewer for water leaks in accordance with the catastrophic leak policy
- Adjustments made due to electric or water meter malfunctions (i.e. dead meters)
- Estimations due to meters being unable to read or prevented from getting a reading (i.e. locked gates, aggressive dogs or something covering the meter)

All adjustments must have documentation should any questions arise. As an added measure of oversight, TVA regulatory analysts perform monitoring visits as well as compliance evaluations.



In addition, the CSA billing team randomly selects and tests adjustments each billing cycle to ensure adjustments are valid and customers are billed correctly. CSA will contact Tupelo Water and Light if they find an adjustment not entered correctly. Tupelo Water & Light Billing and Collections Office also has an internal system in place to check the daily adjustments report against the adjustment vouchers to ensure no improper adjustments have been made.

If an adjustment is deemed necessary on a customer account by the Tupelo Water and Light Department Billing and Collections Office, the adjustment can be applied. However, the customer will be made aware that this adjustment is pending until final approval is received from the Tupelo City Council. If approved, then the adjustment stands and no further documentation is necessary. If not approved, the adjustment will be removed and rebilled with the next billing cycle.

30. **DEAD METER**: In the event that an electric or water meter malfunctions and dies, Tupelo Water & Light shall set a new meter at the residence or business. The Water & Light Department shall take meter readings covering a period of twenty four (24) hours for the purpose of estimating an electric or water bill. The prior history of seasonal usage shall be taken under consideration with the twenty four (24) hour reading to determine the bill. In the event that no consistent pattern is established, a second twenty four (24) hour reading shall be taken to determine a bill.

31. **TRANSFER OF SERVICE**: All residential customers making application to transfer utility services to a new service address are required to pay their active account to a zero (\$0) balance before a new service address can be established for that customer. Customer deposits on transferred accounts must be updated to current deposit amounts. See Deposits.

32. **RESIDENTIAL LATE PAYMENT AGREEMENTS**: Residential customers only are allowed to sign a "Late Payment Agreement". A "Late Payment Agreement" shall allow the customer seven (7) days beyond their scheduled disconnection date for nonpayment. All residential customers shall be limited to three (3) late payment agreements over a twelve (12) month period. New customers of Tupelo Water & Light Department are not allowed to sign a late payment agreement for the first six (6) months of service. Customers who fail to pay a "Late Payment Agreement" as agreed shall forfeit future rights to such agreements.

No customer shall be allowed to sign a "Late Payment Agreement" if Tupelo Water & Light Department is waiting on funds from service agencies on their active account. These agencies shall include, but not be limited to, Lift, Inc., Salvation Army, Safe, Inc., Department of Human Service and churches.

Only in extenuating circumstances will additional days and/or "Late Payment Agreements" be authorized with the approval of the Manager to assist customers in need.

33. **CUSTOMERS WITH SEVERE HEALTH ISSUES**: Special attention shall be given to customers with severe health issues when there is a power failure. All efforts shall be made to restore their services in a timely manner when such a failure occurs. Customers with medical devices powered by electricity shall provide Tupelo Water & Light Department with a letter from their medical doctor or nurse practitioner stating that their medical condition "requires electric current for the operation of said device". Customers with severe health issues may file a "Request



for Medical Waiver” form requesting an extension up to thirty (30) days. Tupelo Water & Light Department will only grant this postponement for termination of service two (2) times in a twelve (12) month period. Customers with valid letters or “Request for Medical Waiver” forms from their physicians shall not be relieved from their obligation to pay their monthly utility bill in a timely manner.

34. **DECEASED CUSTOMER ACCOUNTS**: In the event a customer of Tupelo Water & Light Department is deceased, the account can remain active in the deceased customer’s name for a period not to exceed ninety (90) days. The widow or widower of the deceased can apply for a name change on the account with no additional deposits required. The widow or widower must apply for the name change in person and provide appropriate personal identification. Children, grandchildren or other relatives are not allowed to assume the account of the deceased and will be required to apply for the utility service in their name for the account to remain active.

35. **“ENERGY RIGHT” INCENTIVES AND REBATES**: Residential customers installing a new all electric “water heater” (minimum of 30 gallons) are eligible to receive a \$120.00 credit to their electric bill. Customer must provide Tupelo Water & Light Department with proof of purchase (copy of plumber’s bill or supply house receipt). Also required is the model number, serial number and energy factor.

36. **DISPUTED BILLS**: Any customer who questions the amount or correctness of charges on their utility bill should contact the Customer Service Manager, Monday through Friday, 8:00 am to 5:00 pm. The Customer Service Manager is authorized to review disputed bills and correct errors if any exist.

37. **COLLECTION OF BAD DEBTS**: A late notice will be mailed to all customers with an unpaid balance. This late notice will notify the customer of their disconnection date, which will be fifteen (15) after the due date for residential customers and ten (10) days after the due date for general power customers (commercial and industrial) following the due date. A twenty five dollar (\$25.00) service charge will be added to all accounts disconnected for non-payment.

A collection letter (letter 1) shall be mailed to the customer thirty (30) days following the disconnection date for non-payment. A second collection letter (letter2) shall be mailed thirty (30) days from the date of the first collection letter (letter 1) if the account remains unpaid.

Thirty (30) days following the second collection letter (letter 2), a third collection letter (letter 3) shall be mailed to the customer. Letter 3 will inform the customer of all additional charges and collection fees, and will be given notice that the account will be submitted to a Collection Agency if the account is not paid within thirty (30) days of the date of this letter.

From the disconnection date for non-payment, to the submission of the unpaid account to a Collection Agency a total of one-hundred and twenty (120) days will be given for the customer to make payment, or payment arrangements.

All unpaid accounts will be compiled, analyzed and broken down by service. These unpaid accounts will be submitted to the City of Tupelo City Council bi-annually for write-off as bad debt.

38. **INTERCONNECTION, METERING AND PARALLEL OPERATION AGREEMENTS:** Tupelo Water & Light Department, working in conjunction with TVA, allows customers to apply as an Interconnection Customer in order to self-generate and/or sell the output of renewable generation that is owned and operated by the Interconnection Customer at the Interconnection Customer's presently metered location. An Interconnection, Metering and Parallel Operation Agreement is made and entered into between both parties.

39. **TVA COMPLAINT RESOLUTION PROCESS-** In the case of billing disputes or other service issues, the customer is expected to resolve the dispute by notifying and working with the Distributor. If the dispute is not resolved, the distributor will provide the customer with information regarding TVA's Complaint Resolution Process. Customers will be informed about the availability of the TVA Complaint Resolution Process upon application for service, at any time upon request, and through information provided on the Distributor's website or other technological means of communication, if available.

**See Appendix B**



**Appendix A****SCHEDULE OF RATES, CHARGES AND FEES****The following Schedule of Customer Service Charges is hereby fixed and established:**

|  |                 |
|--|-----------------|
| Meter Connection Charge                            | \$25.00         |
| Transfer Charge                                    | \$25.00         |
| Disconnection/Reconnection Fee for non-payment     | \$25.00         |
| During regular hours, 8 am – 5 pm, M-F             |                 |
| Reconnection after regular hours and weekends      | \$75.00         |
| Reconnection for CT (current transformer)          | \$50.00         |
| Metering service during regular hours              |                 |
| Reconnection for CT (current transformer)          | \$75.00         |
| Metering service after regular hours and weekends  |                 |
| Late Notice Charge                                 | \$4.00          |
| Penalty on all customers other than residential    | 5%              |
| Meter Testing Charge                               | \$10.00         |
| Minimum Charge for Theft of Electricity or Water   | \$100.00        |
| Returned Check Charge                              | \$30.00         |
| Installation of underground primary electric lines | \$9.00 per foot |
| (In excess of 200 feet)                            |                 |
| Disconnection for non-payment requiring a          | \$100.00        |
| Bucket Truck                                       |                 |
| Temporary Electric Service                         | \$65.00         |
| Permit Fee – CT Meter Can                          | \$135.00        |

**The following Schedule of Customer Deposits is hereby fixed and established:**

| <u>Residential Electric Deposit</u> | <u>Credit Score</u> |
|-------------------------------------|---------------------|
| \$0                                 | 700-850             |
| \$200                               | 650-699             |
| \$300                               | Less than 650       |

| <u>Residential Water Deposit</u> | <u>Credit Score</u> |
|----------------------------------|---------------------|
| \$0                              | 700-850             |
| \$75                             | 650-699             |
| \$100                            | Less than 650       |

Additional deposits may be required if service is discontinued for non-payment equal to two (2) month's average bill based on prior twelve (12) months service history.

Customers transferring service after the effective date of this ordinance, who have a poor payment history, will be required to pay the new deposit schedule before transferring their utility service to a new location.

Commercial Customers are required to pay meter deposits equal to two (2) months average billing based on prior twelve (12) months service history.

Minimum Commercial Deposits are as follows:

|          |                                  |                 |                      |
|----------|----------------------------------|-----------------|----------------------|
| Electric | Two (2) times the average usage. | Water 1" – Temp | \$500.00 (Fire Plug) |
| Water    | \$150.00                         | Water 2" – Temp | \$900.00 (Fire Plug) |

Tupelo Water & Light Department reserves the right to periodically review deposits and to add additional deposits to protect the City on accounts that have inadequate surety deposits or poor pay history.

Commercial customers will have the option of paying a cash deposit, posting a Utility Surety Bond or filing a Certificate of Deposit with Tupelo Water & Light Department. All Certificates of Deposit must have the business name and Tupelo Water & Light Department on the face of the certificate. Tupelo Water & Light Department Collections and Billing Office will be the custodian of all Utility Surety Bonds and Certificates of Deposit.

**The following Schedule of Water & Sewer Tapping Fees is hereby fixed and established:**

**Water Connection & Tap Charges**  
**Inside City Limits**

| <u>Size</u>   | <u>Outside Paved Areas</u> | <u>Inside Paved Areas</u> |
|---------------|----------------------------|---------------------------|
| ¾"            | \$1,300.00                 | \$2,100.00                |
| 1"            | \$1,500.00                 | \$2,300.00                |
| 1 ½"          | \$2,600.00                 | \$3,400.00                |
| 2"            | \$3,200.00                 | \$3,800.00                |
| 3" and Larger | **                         | **                        |

\*\*Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

**Water Connection & Tap Charges**  
**Outside City Limits**

| <u>Size</u>   | <u>Outside Paved Areas</u> | <u>Inside Paved Areas</u> |
|---------------|----------------------------|---------------------------|
| ¾"            | \$1,475.00                 | \$2,310.00                |
| 1"            | \$1,725.00                 | \$2,650.00                |
| 1 ½"          | \$3,125.00                 | \$4,050.00                |
| 2"            | \$3,825.00                 | \$4,550.00                |
| 3" and Larger | **                         | **                        |

\*\*Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.



**Sewer Service Connection Charges**  
**Inside City Limits**

| <u>Size</u>   | <u>Outside Paved Areas</u> | <u>Inside Paved Areas</u> |
|---------------|----------------------------|---------------------------|
| 4"            | \$1,150.00                 | \$1,725.00                |
| 6"            | \$1,300.00                 | \$1,875.00                |
| 8" and Larger | **                         | **                        |

\*\*Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

**Sewer Service Connection Charges**  
**Outside City Limits**

| <u>Size</u>   | <u>Outside Paved Areas</u> | <u>Inside Paved Areas</u> |
|---------------|----------------------------|---------------------------|
| 4"            | \$1,375.00                 | \$2,075.00                |
| 6"            | \$1,575.00                 | \$2,250.00                |
| 8" and Larger | **                         | **                        |

\*\* Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

**Meter Installation Charges In Developments**

| <u>Inside City Limits</u> |             | <u>Outside City Limits</u> |             |
|---------------------------|-------------|----------------------------|-------------|
| <u>Size</u>               | <u>Cost</u> | <u>Size</u>                | <u>Cost</u> |
| 3/4"                      | \$700.00    | 3/4"                       | \$825.00    |
| 1"                        | \$800.00    | 1"                         | \$950.00    |

**Non-Metered Connection Charges for Existing Water System & Sprinkler Connections**  
**Inside City Limits**

| <u>Size</u> | <u>Outside Paved Areas</u> | <u>Inside Paved Areas</u> |
|-------------|----------------------------|---------------------------|
| 6" x 6"     | \$2,700.00                 | \$3,275.00                |
| 8" x 6"     | \$2,900.00                 | \$3,475.00                |
| 8" x 8"     | \$3,200.00                 | \$3,775.00                |

\*\*Larger connections - Charge will be based on cost of materials, labor and equipment at the time of installation on a case-by-case basis.

**Non-Metered Connection Charges for Existing Water System & Sprinkler Connections**  
**Outside City Limits**

| <u>Size</u> | <u>Outside Paved Areas</u> | <u>Inside Paved Areas</u> |
|-------------|----------------------------|---------------------------|
| 6" x 6"     | \$3,300.00                 | \$4,000.00                |
| 8" x 6"     | \$3,500.00                 | \$4,200.00                |



8" x 8"                      \$3,900.00                      \$4,600.00

\*\*Larger connections - Charge will be based on cost of materials, labor and equipment at the time of installation on a case-by-case basis.

**Fire Protection Fees**

| <u>Size</u> | <u>Monthly Charges</u> |
|-------------|------------------------|
| 4"          | \$19.00                |
| 6"          | \$27.00                |
| 8"          | \$53.00                |
| 10"         | \$106.00               |
| 12"         | \$172.00               |

\*NOTE: Tupelo Water & Light Department will review the rates, charges and fees annually on or before the beginning of each calendar year.

## Appendix B

### Tupelo Water & Light Interconnection, Metering and Parallel Operation Agreement

1. **Scope of Agreement:** Tupelo Water & Light Department and the Interconnection Customer agree that one or more generations systems and all related interconnection equipment (as described in the application and referred to as "Qualifying System" located at interconnection Customer's current metered location with gross power rating of \_\_\_\_\_kW and to be interconnected at \_\_\_\_\_ kV may be interconnected to Tupelo Water & Light Department's electric power distribution system in accordance with the terms and conditions of this Agreement. Execution of this Agreement allows the Interconnection Customer to proceed with procurement and installation of the system but Interconnection Customer is not allowed to proceed with parallel operation until Tupelo Water & Light Department has received a completed certification of Completion, Tupelo Water & Light Department has conducted an onsite review and witnessed any required commissioning test or waived such test, and has given Interconnection Customer written authorization to proceed with parallel operation.
  
2. **Establishment of Point of Interconnection:** The point where the electric first leaves the wires or facilities owned by Tupelo Water & Light Department and enters the wires or facilities provided by Interconnection Customer is the "Point of Interconnection." Tupelo Water & Light Department and Interconnection Customer agree to interconnect the "Qualifying System" at the point of Interconnection in accordance with this Agreement, Tupelo Water & Light Department's rules, regulations, policies and rates, WHICH ARE INCORPORATED HEREIN BY REFERENCE, and the Interconnection Customer and the Qualifying System shall comply with Tupelo Water & Light Department's Distributed Generation Interconnection Procedures.
  
3. **General Responsibilities of the Parties:**
  - 3.1 Tupelo Water & Light has reviewed the proposed Qualifying system as described in the attached Application for compliance with Tupelo Water & Light Department's Distribution Generation Interconnection Procedures and approved the Qualifying System for interconnection based on one of the following conditions:
    - 3.1.1. The Qualifying System has been reviewed by Tupelo Water & Light Department based on the applicable codes and standards and has passed any applicable screening process in the Tupelo Water & Light Department's Distributed Interconnection Procedures, or;
    - 3.1.2. Tupelo Water & Light Department, in agreement with Interconnection customer, has conducted additional engineering evaluations or detailed impact studies at Interconnection Customer's expense, and any necessary System upgrades or changes identified by these additional studies have been implemented and Interconnection Customer has paid for such upgrades or changes where necessary.
  
  - 3.2 Interconnection customer shall comply with all applicable laws, regulations, zoning codes, building codes, safety rules, and environmental restrictions, including the latest version of the National Electric Code, and codes issued by Underwriters Laboratories (UL), the Institute of Electrical and Electronics Engineers (IEEE), and the American National



Standards Institute (ANSI), that are applicable to the design, installation, operation, and maintenance of its Qualifying System.

3.3 Tupelo Water & Light Department shall, at Interconnection Customer's expense, provide and install such meters and related facilities (Metering Installation) as in Tupelo Water & Light Department's judgment are needed to measure the electrical output from qualifying System. Thereafter, Tupelo Water & Light Department shall, at Interconnection Customer's expense, test, calibrate, operate, maintain, and if necessary, replace the meter(s) in the Metering Installation. The Metering Installation shall conform to applicable industry standards and shall be for Tupelo Water & Light Department's exclusive use and control unless otherwise agreed by the Parties. If the Interconnection Customer is selling the power output of the Qualifying System to a third party, the Interconnection Customer shall notify Tupelo Water & Light Department of any metering requirements of the power purchaser, any cost of which shall be borne by the Interconnection customer.

3.4 The Interconnection Customer shall provide the City of Tupelo building code official inspection and certification of installation forms to Tupelo Water & Light Department. The certification shall reflect that City of Tupelo Code Official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.



**DOCUMENT 00500  
AGREEMENT**

THIS AGREEMENT is entered into as of the 16<sup>th</sup> day of May, 2021 between Tupelo Water & Light (hereinafter called Owner) and William E. Groves, Inc. dba Groves Electrical Services (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**SECTION 1. WORK**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Furnish labor, material, and equipment to change-out forty-seven wood poles with forty-seven steel poles in the existing 46kV/15kV Transmission/Distribution Line. Transmission conductor is 954 MCM ACSR with 336 MCM ACSR distribution underbuild. The transmission line can be de-energized however the distribution line must remain energized.

**SECTION 2. ENGINEER/ARCHITECT**

Allen & Hoshall (hereinafter called Engineer/Architect) is to act as Owner's representative, and shall have the duties and responsibilities and the rights and authority assigned to Engineer/Architect in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**SECTION 3. CONTRACT TIME**

3.1 Completion. The Base Bid Work will be substantially completed on or before November 19, 2021 and completed and ready for final payment in accordance with paragraph 14.8 of the General Conditions on or before December 17, 2021.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Three Hundred dollars (\$300.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

**SECTION 4. CONTRACT PRICE**

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds as follows:

All specified allowances are included in the above price and have been computed in accordance

with the General Conditions.  
UNIT PRICE BID:

TOTAL OF ALL UNIT PRICES:

**Seven hundred forty thousand six hundred fifty-two Dollars thirty-five Cents (\$740,652.35)**

Includes \$30,000.00 Authorized Contract Amendments. (Must be authorized prior to use)

As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions. All specified allowances are included in the above price and have been computed in accordance with the General Conditions.

## SECTION 5. PAYMENT PROCEDURES

5.1 Applications for Payment. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer/Architect as provided in the General Conditions.

5.2 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer/Architect on or about the 15th on the basis of the progress of the Work measured by the Schedule of Values established in accordance with paragraph 2.8 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer/Architect shall determine, or Owner may withhold, in accordance with paragraph 14.3(d) of the General Conditions.

95% of Work completed. If Work has been 50% completed as determined by Engineer/Architect, and if the character and progress of the Work have been satisfactory to Owner and Engineer/Architect, Owner on recommendation of Engineer/Architect, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions).

Upon Substantial Completion, payment will be made in an amount sufficient to increase total payments to Contractor to 97.5% of the Contract Price, less such amounts of Engineer/Architect shall determine, or Owner may withhold, in accordance with paragraph 14.3(d) of the General Conditions.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.8 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer/Architect as provided in paragraph 14.8 of the General Conditions.

**SECTION 6. INTEREST**

All monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

**SECTION 7. CONTRACTOR'S REPRESENTATIONS**

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and all Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely.

7.3 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.4 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

7.5 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 Contractor has given Engineer/Architect written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer/Architect is acceptable to Contractor.

**SECTION 8. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between Owner and



Contractor concerning the Work consist of the following:

- (a) This Agreement.
- (b) Performance Bond, Payment Bond and other Bonds.
- (c) Notice of Award.
- (d) General Conditions.
- (e) Supplementary Conditions.
- (f) These Specifications - See Document 00003 - TABLE OF CONTENTS.
- (g) Drawings, consisting of a cover sheet and sheets numbered as listed in Document 00004 - LIST OF DRAWINGS, TABLES AND SCHEDULES of specification.
- (h) Addenda numbers 1 to 3, inclusive.
- (i) Contractor's Bid, marked exhibit "A".  
[Attach Bid Form only in special circumstances, such as listing of unit prices.]
- (j) The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.4 of the General Conditions.
- (k) Contractor's Clarifications/Exceptions, marked exhibit "B".

The documents listed in paragraphs (a) through (j) above are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.4 of the General Conditions.

#### **SECTION 9. MISCELLANEOUS**

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from duty or responsibility under the Contract Documents.

9.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

#### **SECTION 10. OTHER PROVISIONS**

Insert other provisions as may be required.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer/Architect, and two to Owner.

This Agreement will be effective on May 18, 2021

Owner: Tupelo Water & Light

Contractor: Groves Electrical Services

By: [Signature]  
[Corporate Seal]

By: [Signature]  
[Corporate Seal] Andy Burt Mike President

Attest: Pam Blasingame

Attest: Shari Burris

Address for giving notice:

Address for giving notice:

P.O. Box 1485

P.O. Box 1205

Tupelo, MS 38802-1485

Madisonville, KY 42431

License No. 11847-MC (Exp June 20, 2021)

Agent for service of process:

(If Owner is a public body attach )  
(evidence of authority to sign )  
(and resolution or other document )  
(authorizing execution. )

(If Contractor is a corporation )  
(attach evidence of authority )  
(to sign. )

END OF DOCUMENT