



TUPELO REGULAR CITY COUNCIL MEETING

OCTOBER 05, 2021 AT 6:00 PM
COUNCIL CHAMBERS | CITY HALL

AGENDA

INVOCATION: COUNCIL MEMBER NETTIE DAVIS

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER ROSIE JONES

CALL TO ORDER: COUNCIL PRESIDENT BUDDY PALMER

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

1. IN THE MATTER OF PROCLAMATION FOR PIOMINKO DAY
2. PROCLAMATION - FIRE PREVENTION WEEK

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

3. IN THE MATTER OF PUBLIC HEARING REGARDING REZONING FOR GIBSON CORRUGATED TN
4. IN THE MATTER OF PUBLIC HEARING FOR DEMOLITIONS TN

5. IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING **TN**

APPEALS

CITIZEN HEARING

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

ROUTINE AGENDA

6. IN THE MATTER OF APPROVAL OF SEPTEMBER 21, 2021 MINUTES
7. IN THE MATTER OF BILL PAY **KH**
8. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
9. IN THE MATTER OF MUNICIPAL COMPLIANCE QUESTIONNAIRE **KH**
10. IN THE MATTER OF MEMORANDUM OF UNDERSTANDING WITH NE MS COMMUNITY SERVICES, INC. **DL**
11. IN THE MATTER OF SUMMARY CHANGE ORDER AND FINAL PAYMENT FOR EASON BOULEVARD BRIDGE RIP RAP **DRB**
12. IN THE MATTER OF REVIEW/APPROVE PLANNING COMMITTEE MINUTES **TN**
13. IN THE MATTER OF REVIEW/APPROVE REZONING APPLICATION OF GIBSON CORRUGATED **TN**
14. IN THE MATTER OF LOT MOWING **TN**
15. IN THE MATTER OF REVIEW/APPROVE LIST OF PROPERTIES FOR DEMOLITION **TN**
16. IN THE MATTER OF REVIEW/APPROVE APPOINTMENT OF JOEL A. (TONY) CARROLL TO THE TUPELO LICENSE COMMISSION **TN**
17. IN THE MATTER OF REVIEW/APPROVE REAPPOINTMENT OF SCOTT ANDERSON DAVIS TO THE TUPELO PLANNING COMMITTEE **TN**
18. IN THE MATTER OF REVIEW/APPROVAL OF REAPPOINTMENT OF PATRICIA (PATTI) THOMPSON TO THE TUPELO PLANNING COMMITTEE **TN**

19. IN THE MATTER OF REVIEW/APPROVE APPOINTMENT OF TERRY BULLARD TO THE TUPELO MAJOR THOROUGHFARE PLAN CITIZENS LOBBYING AND OVERSIGHT COMMITTEE **TN**
20. IN THE MATTER OF SURPLUSING A PATROL VEHICLE AND DONATING TO BROOKSVILLE POLICE DEPARTMENT IN THE AMOUNT OF \$1 **JC**
21. IN THE MATTER OF SURPLUS 4 MOTORCYCLES FOR TRADE **JC**
22. IN THE MATTER OF APPROVE/REJECT TUPELO SPORTS COUNCIL CONTRACTS **AF**
23. IN THE MATTER OF SOLE SOURCE FOR COLORADO TIME SYSTEMS **AF**
24. IN THE MATTER OF ORDER AWARDED CONTRACT FOR BALLARD PARK/RUTHERFORD ROAD DRAINAGE IMPROVEMENTS (BID NO. 2021-027PW) TO CIG CONTRACTORS IN THE AMOUNT OF \$232,214.50 AND ALLOW MAYOR TO SIGN THE CONTRACT TO BE SUBSEQUENTLY RATIFIED BY CITY COUNCIL **AF**
25. IN THE MATTER OF ORDER RATIFYING FINAL EMERGENCY PURCHASES CONTRACT ON MCNEESE STREET DRAINAGE PROJECT **CW**
26. IN THE MATTER OF RESOLUTION APPROVING JOINT MAINTENANCE AGREEMENT BETWEEN CITY OF TUPELO AND LEE COUNTY FOR HEARDTOWN ROAD **CW**
27. IN THE MATTER OF APPROVAL OF BANCORPSOUTH ARENA MINUTES MARCH 15, 2021-AUGUST 16, 2021 **KK**
28. IN THE MATTER OF APPROVAL OF AN ORDINANCE TO ENACT A WATER RATE INCREASE **JT**
29. IN THE MATTER OF ORDER APPROVING POLE ATTACHMENT AGREEMENT BETWEEN TUPELO WATER AND LIGHT AND TOMBIGBEE FIBER, LLC, AND AUTHORIZING JOHNNY TIMMONS, DIRECTOR OF TUPELO WATER AND LIGHT DEPARTMENT TO EXECUTE POLE ATTACHMENT AGREEMENT DOCUMENTS ON BEHALF OF CITY **JT**

(CLOSE REGULAR SESSION)

STUDY AGENDA

EXECUTIVE SESSION

ADJOURNMENT



AGENDA REQUEST

TO: Mayor and City Council

FROM: Todd Jordan, Mayor

DATE September 30, 2021

SUBJECT: IN THE MATTER OF PROCLAMATION FOR PIOMINKO DAY



OFFICE OF THE MAYOR
PIOMINKO DAY
PROCLAMATION

WHEREAS, Revered Chickasaw leader, Piominko, also known as “Mountain Leader,” was born and resided in the heart of the historic Chickasaw Homeland, located in what is now present day Tupelo, Mississippi, from approximately 1750 to 1798; and

WHEREAS, Piominko was the most influential and important Chickasaw ally of the United States during the early formation of the new American republic, and his leadership was critical both for the United States and the Chickasaw Nation.

WHEREAS, During the American Revolutionary War, Piominko was given a commission as an officer by President George Washington, and in 1794 he was presented with a peace medal by President Washington both for his service in the Revolution and his invaluable efforts in formalizing peaceful relations between the two nations; and

WHEREAS, Piominko and President Washington signed the Treaty between the Chickasaw and United States of 1786, also known as the Treaty of Hopewell which formalized the Chickasaw Nation’s alliance with the fledgling United States government and formally defined the tribal boundaries, and Piominko acted as a Chickasaw diplomat in meetings with southeastern tribes, state governors and President Washington; and

WHEREAS, in 2005 the Rotary Club of Tupelo was instrumental in the commissioning and dedication of a 6-foot-tall Piominko statue which now stands prominently in front of City Hall at Fairpark in downtown Tupelo, and to this day, Rotary continues to work to increase public awareness of Piominko’s legacy and historical significance in Tupelo and North Mississippi, and

WHEREAS, in 2008 the Chickasaw Nation proclaimed the second Monday in October as Piominko Day which is to be celebrated annually in perpetuity, and Piominko is recognized as a seminal figure in the history of Tupelo and Northeast Mississippi; and

WHEREAS, The Chickasaw Inkana Foundation along with the Daughters of the American Revolution and the City of Tupelo will continue to work with the Chickasaw Nation and other regional partners to increase awareness of the importance of Chickasaw culture and history and preserve, protect and interpret Chickasaw culture and history in the historic Chickasaw Homeland;

NOW THEREFORE, Todd Jordan, Mayor of Tupelo, Mississippi, does hereby proclaim October 11, 2021 as

PIOMINKO DAY

In Tupelo, Mississippi, and encourage all citizens to recognize Piominko for his extraordinary leadership of the Chickasaw people and his dedicated efforts to secure peace between the United States and the Chickasaw Nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tupelo to be affixed this the 5th day of October, the year of our Lord two thousand and twenty one.

ATTEST:

 Brady Davis, CEO, Chickasaw Inkana Foundation

 Todd Jordan, Mayor

 Patricia H. Miller, Regent Mary Stuart Chapter, MSSDAR

 Kim Hanna, City Clerk

 Susie Dent, Mary Stuart Chapter MSSDAR
 Chairperson, Native American-Historical Preservation Committee

 Audrey Leckie, Senior President. Olde Towne Society
 Children of the American Revolution



OFFICE OF THE MAYOR
FIRE PREVENTION WEEK
PROCLAMATION

WHEREAS, the City of Tupelo is committed to ensuring the safety and security of all those living in and visiting Tupelo; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed 2,870 people in the United States in 2019, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 361,500 home fires; and

WHEREAS, the majority of U.S. fire deaths (4 out of 5) occur at home each year; and

WHEREAS, when the smoke alarm sounds, Tupelo's residents may have less than two minutes to escape to safety; and

WHEREAS, Tupelo's residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Tupelo's residents should make a home escape plan, drawing a map of each level of the home, showing all doors and windows; and

WHEREAS, Tupelo's residents should practice the home fire escape plan with everyone in the household, including visitors; and

WHEREAS, Tupelo's residents should practice the home fire escape drill at least twice a year, during the day and at night; and

WHEREAS, Tupelo's residents should teach children to escape on their own in case adults can't help them; and

WHEREAS, Tupelo's residents should make sure everyone in the home knows how to call 9-1-1 or the local emergency number from a cell phone or a neighbor's phone; and

WHEREAS, Tupelo's residents should practice using different ways out; and

WHEREAS, Tupelo's residents in a real emergency should get low and go under the smoke to get out quickly; and

WHEREAS, Tupelo's residents should get out and stay out, never going back inside the home for people, pets or things; and

WHEREAS, Tupelo's residents are responsive to public education measures and are able to take action to increase their safety from fire, especially in their homes; and

WHEREAS, the 2021 National Fire Prevention week theme, "Learn the Sounds of Fire Safety" effectively serves to remind us that we need to take personal steps to increase our safety from fire.

NOW, THEREFORE, the City Council, and I, Todd Jordan, Mayor of the City of Tupelo, do hereby proclaim October 3 - 9, 2021, as Fire Prevention Week throughout this city, and I urge all the people of Tupelo to be aware of their surroundings, look for available ways out in the event of a fire or other emergency, respond when the smoke alarm sounds by exiting the building immediately, and to support the many public safety activities and efforts of Tupelo fire and emergency services during **Fire Prevention Week 2021**.

ATTEST:

 Todd Jordan
 Mayor

 Kim Hanna, City Clerk



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director, Development Services

DATE September 29, 2021

SUBJECT: IN THE MATTER OF PUBLIC HEARING REGARDING REZONING TN

Request: The Planning Committee recommended approval of a rezoning for property belonging to Gibson Corrugated on East Main Street. A hearing is required before final action on the zoning change.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director, Development Services
DATE September 30, 2021
SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR DEMOLITION

Request:

Five substandard properties are being presented for authorization to demolish the structures:

115 Lawndale Drive
123 Industrial Drive
506 East Jackson Street
817 Blair Street
1810 South Veterans Boulevard

Demolition List for 10/5/21 City Council Meeting

115 LAWNDALE DR.

123 INDUSTRIAL DR.

506 E. JACKSON ST.

817 BLAIR ST.

1810 S. VETERANS BLVD.

115 LAWNSDALE DR.

BASIC INFORMATION

- ▶ PARCEL: 077R-36-127-00
- ▶ CASE: 34117
- ▶ WARD: 4
- ▶ TAX VALUE: \$30,030.
- ▶ VACANT: YES
- ▶ REPAIRABLE: POSSIBLY

NEARBY PROPERTIES/ TAXES

Right side	Vacant Land	\$
Left side	119 Lawndale Dr	\$ 40610
Rear	114 Highland Dr	\$ 60540
Across street	110 Lawndale Dr	\$ 36160

TAXES/LIENS

Taxes – current

No city liens

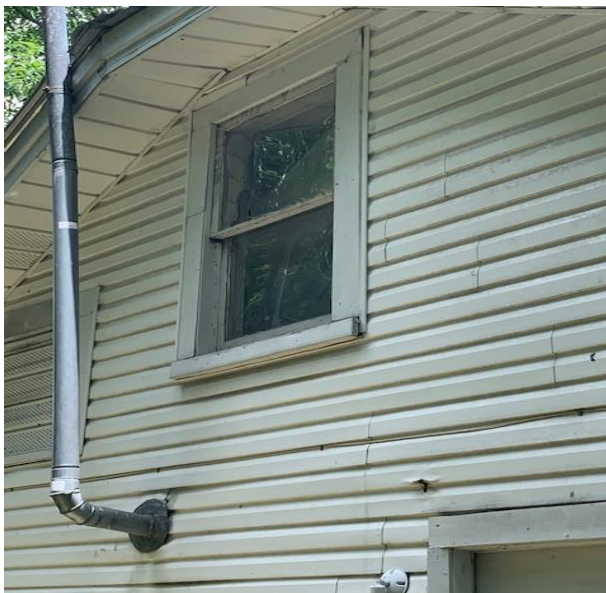
VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\ DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK - YES

CODE ENFORCEMENT HISTORY

- ▶ 5 PRIOR VIOLATIONS
- ▶ CURRENT STATUS –OPEN - CHAP 34
- ▶ This house is owned by an investor who owns multiple rental properties in Tupelo. A rental inspection was performed in January and based on the condition of the property, the house was referred for demolition. The tenant has moved out and the house is vacant. The owner has made no attempt to repair the dilapidated property.

115 Lawndale Dr.







123 Industrial Dr.

Item # 4.





506 E. Jackson St.

BASIC INFORMATION

- ▶ PARCEL: 089F-30-120-00
- ▶ CASE: 32987
- ▶ WARD: 4
- ▶ TAX VALUE: \$9,940
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

- ▶ Right side Cemetery
- ▶ Left side 512 E. Jackson ST \$ 60,060
- ▶ Rear Vacant Land
- ▶ Across street Church St. School Track

TAXES/LIENS -

Taxes – Current

No city liens

VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE- YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK - YES

CODE ENFORCEMENT HISTORY

- ▶ 7 PRIOR VIOLATIONS
- ▶ CURRENT STATUS – 1 OPEN CASE- CHAPTER 34
- ▶ OWNER LIVES ABROAD

506 E. Jackson St.







817 BLAIR ST.

BASIC INFORMATION

- ▶ PARCEL: 089J-31-172-00
- ▶ CASE : 25158
- ▶ WARD: 3
- ▶ TAX VALUE OF STRUCTURE: \$5,340.00
- ▶ VACANT: YES
- ▶ REPAIRABLE: POSSIBLY

NEARBY STRUCTURES / TAXES

Right side	424 Park St.	\$77,660
Left side	815 Blair St.	\$64,160
Rear	facing alley	\$ 9210
Across street	n/a	

TAXES/LIENS -

Taxes – current

VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK – YES

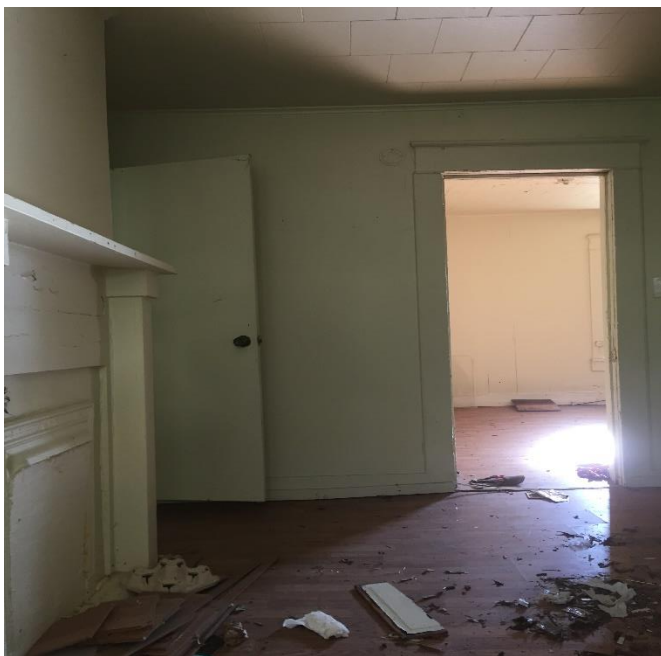
CODE ENFORCEMENT HISTORY

- ▶ 7 PRIOR VIOLATIONS
- ▶ CURRENT STATUS – OPEN- CHAP 34 CASE
- ▶ Property has been vacant for many years and has not been maintained. The structures are not secure and homeless people are sleeping in the house. This dilapidated house and outbuildings need to be demolished as soon as possible.









1810 S. Veterans Blvd.

- ▶ PARCEL: 112J-09-028-00
- ▶ CASE : 32981
- ▶ WARD: 5
- ▶ TAX VALUE OF STRUCTURE: \$14,510
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY STRUCTURES / TAXES

Right side

Left side	815 Blair St.	\$64,160
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Rear	facing alley	\$ 9210
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Across street n/a

TAXES/LIENS -

Taxes – current

VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK – YES

CODE ENFORCEMENT HISTORY

- ▶ 5 PRIOR VIOLATIONS
- ▶ CURRENT STATUS – OPEN- CHAP 34 CASE
- ▶ Property has been vacant for many years and has not been maintained. This dilapidated house and outbuildings need to be demolished as soon as possible.

1810 S. VETERANS BLVD.

Item # 4.









AGENDA REQUEST

TO: Mayor and City Council

FROM: TANNER NEWMAN, DIRECTOR OF DDS

DATE OCTOBER 5, 2021

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

Request:

PLEASE REVIEW AND APPROVE

Preliminary Lot Mowing Report for 10/5/21

Item # 5.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	37553	077Q3605299	1307 W MAIN ST	ANGLIN AMANDA	202 MILFORD ST APT 169	TUPELO, MS 38801	SB
2.	37555	077R3612500	107 LAWNDAL DR	MAHRAAN PROPERTIES LLC	63490 HWY 25 N	SMITHVILLE, MS 38870	SB
3.	37556	077R3612601	113 LAWNDAL DR	MAHRAAN PROPERTIES LLC	63490 HWY 25 N	SMITHVILLE, MS 38870	SB
4.	37557	077R3612601	113 LAWNDAL DR	MAHRAAN PROPERTIES LLC	63490 HWY 25 N	SMITHVILLE, MS 38870	SB
5.	37558	077R3612700	115 LAWNDAL DR	POUND RALPH W & DORIS H	P O BOX 1531	TUPELO, MS 38802	SB
6.	37559	077Q3606000	200 S HIGHLAND DR	CABRAL LUIS (DECEASED)	2512 PATTERSON DR	TUPELO, MS 38801	SB
7.	37560	077Q3608100	1400 CENTRAL AVE	BOYD DENNIS W	1389 ORLEANS PL	TUPELO, MS 38801	SB
8.	37562	077Q3616400	1503 W MAIN ST	PHANTAI XUAN	3271 FORREST HILL DRIVE	BELDEN, MS 38826	SB
9.	37563	077Q3616300	1501 W MAIN ST	TRUONGUYEN LLC*	3271 FORREST HILL	BELDEN, MS 38826	SB
10	37564	077Q3616500	1507 W MAIN ST	BELLAMARE DEVELOPMENT LLC	28 EASTBROOKE CIRCLE	MADISON, MS 39110	SB
11	37565	077Q3617700	1603 W MAIN ST	SE REAL ESTATE GROUP LLC	5717 E THOMAS RD STE 100	SCOTTSDALE, AZ 85251	SB

Preliminary Lot Mowing Report for 10/5/21

Item # 5.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
12	37566	077Q3617900	1701 W MAIN ST	SRB MCGRATH LLC	622 ALLEN ST	TUPELO, MS 38801	SB
13	37567	077Q3622300	110 ENOCH AVE	SOUTHERN CHARM PROPERTIES LLC	194 GOLDEN HILLS RD	MOOREVILLE, MS 38857	SB
14	37568	077Q3621900	202 ENOCH AVE	HILARIO OSCAR	168 MOUNTAIN LEADER TRAIL	SALTILLO, MS 38866	SB
15	37569	089E3001700	816 CLAYTON AVE	HENSON SLEEP RELIEF INC	PO BOX 728	TUPELO, MS 38802	RS
16	37570	089T2901700	1024 HUNTER DR	SMITH CLEAVON & MARY CATHERINE	P O BOX 126	BALDWYN, MS 38824	RS
17	37571	089T2901700	1024 HUNTER DR	SMITH CLEAVON & MARY CATHERINE	P O BOX 126	BALDWYN, MS 38824	RS
18	37574	089T2900600	1017 HUNTER DR	ARMSTRONG SHIRLEY MINNIS ESTATE	1051 HUNTER AVE	TUPELO, MS 38804	RS
19	37578	089F3031300	201 W DOZIER ST	AGNEW FRANK	201 W DOZIER ST	TUPELO, MS 38804	RS
20	37579	089F3025600	211 W BARNES ST	AGNEW ELLIS	C/O FRANK AGNEW	201 DOZIER	RS
21	37581	101U1100100	S THOMAS ST	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803	JLS
22	37583	112A0413900	705 HILL-N-DALE DR	COREY CHUNN	1879 N. COLEY RD.	TUPELO, MS 38801	RS
23	37584	112A0411100	1012 WILSON ST	COONTAIL INVESTMENTS LLC	3900 ESSEX LANE, SUITE 340	HOUSTON, TX 77027	RS

Preliminary Lot Mowing Report for 10/5/21

Item # 5.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
24	37585	112A0414400	SCOTT ST	DAVIS SHERRY	2174 BUSE ST	TUPELO, MS 38804	RS
25	38587	085N2100500	2014 ELVIS PRESLEY DR	BARNES DONNA L (LE)	2014 ELVIS PRESLEY DR	TUPELO, MS 38804	RS
26	38588	088T2700300	1505 N HILLSDALE DR	JOHNSON DAWN ELIZABETH	1505 HILLSDALE N	TUPELO, MS 38804	RS
27	38590	089F3017700	534 N GREEN ST	SMITH WILLIAM SR & CATHERINE	1195 HILDA DR	TUPELO, MS 38804	SB
28	38591	089F3017800	536 N GREEN ST	HOSKINS PAULETTE	536 N GREEN STREET	TUPELO, MS 38804	SB
29	38592	089P3114403	335 MALONE BLVD	HERNDON JEREMY	P O BOX 2231	TUPELO, MS 38803	RS
30	38593	089P3118000	371 S GREEN ST	MALONE CONSTRUCTION LLC	15 CYPRESS CV	ECRU, MS 38841	RS
31	38594	089P3116600	MALONE BLVD	MCCAMEY JONATHAN MITCHELL	1210 FLETCHER ST	TUPELO, MS 38804	RS
32	38596	089P3111800	514 CARNATION ST	OLD HISTORIC CARNATION LP	P O BOX 2118	7538 OLD CANTON RD	RS
33	38598	077L3609200	410 EXCHANGE ST	ROBERSON LUTHER L & RUTH	410 EXCHANGE	TUPELO, MS 38801	RS
34	38600	113E0611900	910 RIDGECREST DR	EMERSON CYNTHIA HALE	771 HALE DR	TUPELO, MS 38801	RS
35	38601	113E0612300	918 RIDGECREST DR	PILGREEN MICHIAL	PO BOX 1825	TUPELO, MS 38802	RS

Preliminary Lot Mowing Report for 10/5/21

Item # 5.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
36	38604	113J0700300	S GLOSTER ST	CRICKETT L P	2208 IVY TRACE	VETAVIA, AL 35243	RS
37	38611	101D0115100	1007 TYLER DR	COPELAND CHARLES L JR & TINA B	1007 TYLER	TUPELO, MS 38801	RS
38	38612	101D0111700	1014 TYLER DR	TURNER CAROLE L	1014 TYLER DR	TUPELO, MS 38801	RS
39	38613	088N3310901	339 LAKE ST	COX, RUSSELL	339 LAKE ST	TUPELO, MS 38804	RS
40	38614	088J3302400	1210 KELLY ST	SANDERS SHEILA	731 TUJUNGA AVE APT C	BURBANK, CA 91501	RS
41	38615	088N3302600	216 CANAL ST	BYLES LARRY & TRACY	103 MEADOW ST	FULTON, MS 38843	RS
42	38616	088N3310800	342 LAKE ST	WILLIAMS JONATHAN & DANIEL JOHNSON	1809 CR 1451	MOOREVILLE, MS 38857	RS
43	38620	079V3209500	157 HARVESTER'S SQ	TRACE RESIDENTIAL PROPERTIES LLC	219 INDUSTRIAL DRIVE	RIDGELAND, MS 39157	JLS
44	38621	079V3210200	5421 TURNING LEAF CV	WWD LLC	P O BOX 3171	TUPELO, MS 38804	JLS
45	38624	079V3211100	5481 TURNING LEAF CV	WWD LLC	P O BOX 3171	TUPELO, MS 38804	JLS
46	38625	079V3211200	5475 TURNING LEAF CV	WWD LLC	P O BOX 3171	TUPELO, MS 38804	JLS
47	38626	079V3211300	5467 TURNING LEAF CV	WWD LLC	P O BOX 3171	TUPELO, MS 38804	JLS

Preliminary Lot Mowing Report for 10/5/21

Item # 5.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
48	38628	079V3211400	5459 TURNING LEAF CV	ELITE DEVELOPERS LLC	218 N GLOSTER ST	TUPELO, MS 38804	JLS
49	38637	077P3500600	2411 DANNY ST	TTLBL LLC	4747 EXECUTIVE DR STE 510	SAN DIEGO, CA 92121	JLS
50	38638	089P3123800	521 MAPLE ST	WHITEHEAD STEVE & MELVIN T SCRUGGS	1230 CR 811	SALTILLO, MS 38866	RS
51	38639	089P3123700	519 MAPLE ST	SCRUGGS MELVIN T & WESLEY SCRUGGS	1230 CR 811	SALTILLO, MS 38866	RS
52	38640	077N3502201	TRACELAND DR	TMC LLC	210 EAST MAIN STREET	TUPELO, MS 38804	JLS
53	38641	075Q2200200	3793 FAIR OAKS DR	BOYLES ELLEN R & CHASE MICHAEL	3793 FAIR OAKS DR	BELDEN, MS 38826	SB
54	38646	077D2516100	1205 KINCANNON ST	J ROBINSON PROPERTIES LLC	14440 HWY 23 N	TREMONT, MS 38876	RS
55	38650	112A0417002	702 POST ST	BALL DAVID & AMY	1009 CR 369	NEW ALBANY, MS 38652	RS
56	38651	112A0417001	704 POST ST UNIT A & B	LESLEY CAPITAL INVESTMENTS LLC	PO BOX 812	TUPELO, MS 38802	RS
57							
58							
59							



AGENDA REQUEST

TO: Mayor and City Council
FROM: Missy Shelton, Council Clerk
DATE September 29, 2021
SUBJECT: IN THE MATTER OF SEPTEMBER 21, 2021 MINUTES

Request:

For your review and approval.

REGULAR CITY COUNCIL MEETING
MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
SEPTEMBER 21, 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, September 21, 2021, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council.

Council Member Rosie Jones gave the invocation. Council Member Chad Mims led the Pledge of Allegiance.

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

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Council Member Bryan moved, seconded by Council Member Beard, to confirm the agenda and agenda order, with the following changes:

ADD ITEM: # 21 In The Matter Of Approval to Submit 2021 MDOT TA Program Grant Application for Ward 7

The vote was unanimous in favor.

PUBLIC RECOGNITION

Council Member Davis thanked the City of Tupelo for the support of the memorial celebration and services for gospel singing legend, Lee Williams, a Tupelo native. She also mentioned that Sam Bell, a native of Tupelo and friend of Elvis Presley, recently passed and asked that everyone remember his family in their prayers.

MAYOR'S REMARKS

Mayor Todd Jordan thanked Fire Chief Jimmy Avery for the success of the stair climb held on September 11, 2021 in memory of the firefighters who participated or lost their lives on 9-11 2001. He introduced Leigh Ann Mattox with the Park and Recreation Department who surprised four Special Olympics athletes with the news that they had been selected to attend the Special Olympics USA Games in June of 2022 in Orlando, Florida. They are as follow: Dana Ellis - Swim Team Member; Madison Dennis - Swim Team Member; Gregory Hutson - Swim Team

Member; Taylor Rosethal - Golf Team Member. The athletes received balloons, t-shirts and certificates.

PUBLIC AGENDA

PUBLIC HEARINGS

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

A public hearing was held for the following properties concerning lot mowing:

Parcel Location

077L3604800 507 EXCHANGE ST
 088Q3407600 1802 MARTIN HILL DR
 112U0900300 1951 S EASON BLVD
 089N3100601 123 S INDUSTRIAL RD
 089P3120500 522 1/2 MAPLE ST
 106A1402200 2709 EVANS CIR
 105D1503500 3064 MOORE AVE
 105D1505100 3091 MOORE AVE
 089F3005600 536 WALKER ST
 075R2204800 3576 FAIR OAKS DR
 112C0305000 1706 TULIP RD
 075V2206300 2091 SPRINGFIELD DR
 075V2206100 2081 SPRINGFIELD DR
 077G2502800 1303 BIENVILLE ST
 079V3209600 151 HARVESTER'S SQ
 079V3209500 157 HARVESTER'S SQ
 079V3209700 143 HARVESTER'S SQ

No one appeared to speak on any of these properties

IN THE MATTER OF PUBLIC HEARING FOR DEMOLITION

A public hearing for demolition of the following properties was convened:

206 Rea St.
 3492 Robert Kennedy

No one appeared to speak on these properties.

CITIZEN HEARING

REQUEST TO SPEAK - LINZY PATTERSON - ICC

Mr. Linzy Patterson, Director of Adult Education at the ICC Belden campus, talked to the Council about the importance of the adult education department at ICC. He also invited them to attend a tour of the Belden campus on Thursday, September 23, at 9:30 a.m.

ROUTINE AGENDA

IN THE MATTER OF APPROVAL OF MINUTES OF THE SEPTEMBER 7, 2021, REGULAR MEETING AND THE SEPTEMBER 15, 2021, SPECIAL CALLED MEETING

Council Member Davis moved, seconded by Council Member Beard, to approve the minutes of the Regular City Council meeting held on September 7, 2021, and the Special Called meeting on September 15, 2021.. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY SEPTEMBER 21, 2021

Bills were reviewed at 4:30 p.m. by Council Members Travis Beard, Lynn Bryan, Chad Mims and Buddy Palmer, Accounts Payable Clerk, Traci Dillard and TWL Director Johnny Timmons. Council Member Beard moved, seconded by Council Member Bryan, to approve the payment of the checks, bills, claims and utility adjustments. The vote was unanimous in favor. APPENDIX A

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Council Member Bryan moved, seconded by Council Member Beard, to approve the advertising and promotional items, as presented. The vote was unanimous in favor. APPENDIX B

IN THE MATTER OF FY 2021 PETTY CASH ACCOUNTS

Council Member Mims moved, seconded by Council Member Gaston, to approve the Petty Cash Accounts for FY2022 as submitted. The vote was unanimous in favor. APPENDIX C

IN THE MATTER OF APPOINTMENT OF LUCAS BERRYHILL TO POLICE ADVISORY BOARD

Council Member Bryan moved, seconded by Council member Beard to approve the appointment of Lucas Berryhill to the Police Advisory Board for a 3-year term. The vote was unanimous in favor. APPENDIX D

IN THE MATTER OF APPROVAL TO SUBMIT 2021 MDOT TA PROGRAM GRANT APPLICATION

Grant Writer Abby Christian addressed the Council requesting approval to submit an application for the MDOT Transportation Assistance (TA) Program grant which will be used for sidewalks from Academy Sports north on Gloster to the Trace Ridge and Pines apartments and from Academy Sports south on Gloster and east on Barnes Crossing to Thompson Square (Kroger). The \$340,740 project will be funded 80% by MDOT in the amount of \$272,592 and a 20% match by the city in the amount of \$68,148.09. Council Member Davis moved, seconded by Council Member Jones, to approve the submission of the application. The vote was unanimous in favor. APPENDIX E

IN THE MATTER OF RATIFICATION OF MAJOR THOROUGHFARE PROGRAM PHASE VII ENGINEERING CONTRACT

On September 7, 2021, the Council approved an engineering contract with Engineering Solutions, Inc. for the Major Thoroughfare Phase VII. Council Member Beard moved, seconded by Council Member Gaston, to ratify the contract with Engineering Solutions, Inc. The vote was unanimous in favor. APPENDIX F

IN THE MATTER OF LOT MOWING

Council Member Gaston moved, seconded by Council Member Beard, to approve the final lot mowing list, as presented. The vote was unanimous in favor. APPENDIX G

IN THE MATTER OF REVIEW/APPROVE/REJECT ACTION TO DEMOLISH SUBSTANDARD BUILDINGS

Council Member Beard moved, seconded by Council Member Jones, to approve the demolition list, as presented. Council Member Gaston moved, seconded by Council Member Jones, to suspend the rules and allow Teresa Norwood to speak concerning the property located at 206 Rea Street. The vote was unanimous in favor. Ms. Norwood explained the probate and family issues that are ongoing at this time. She was encouraged to speak with Tanner Newman for a possible solution. President Palmer then called for a vote on the motion to approve the demolition list. The vote was unanimous in favor of approval. APPENDIX H

IN THE MATTER OF RESOLUTION DECLARING SURPLUS CERTAIN REAL PROPERTY LOCATED AT 115 HIGHLAND DRIVE, PARCEL NO. 077Q-36-086-01, TUPELO, MISSISSIPPI AND AUTHORIZING THE CONVEYANCE OF THE PROPERTY TO NORTHEAST MISSISSIPPI HABITAT FOR HUMANITY PURSUANT TO MISS. CODE ANNO. SECTIONS 21-17-1(3) (b) AND 21-17-1(11)

Because Council Member Janet Gaston is a member of the Habitat for Humanity Board, she recused herself from the deliberation and left council chambers for the next four issues relating to Habitat for Humanity. Council Member Davis moved, seconded by Council Member Beard, to

approve the surplus of the property located at 115 Highland Drive, Parcel # 077Q-36-086-01, which is no longer needed by the City of Tupelo, and to donate the property to Habitat for Humanity pursuant to Miss. Code Anno. Sections 21-17-1(3)(b) and 21-17-1(11). The vote was, as follows: AYE - Mims, Bryan, Beard, Davis, Palmer and Jones. Gaston was not present to vote. APPENDIX I

IN THE MATTER OF RESOLUTION DECLARING SURPLUS CERTAIN REAL PROPERTY LOCATED AT 318 LUMPKIN AVENUE PARCEL NO. 077L-36-157-00, TUPELO, MISSISSIPPI AND AUTHORIZING THE CONVEYANCE OF THE PROPERTY TO NORTHEAST MISSISSIPPI HABITAT FOR HUMANITY PURSUANT TO MISS. CODE ANNO. SECTIONS 21-17-1(3) (b) AND 21-17-1(11)

Council Member Mims moved, seconded by Council Member Jones, to approve the surplus of the property located at 318 Lumpkin Avenue, Parcel #077L-36-157-00, which is no longer needed by the City of Tupelo, and to donate the property to Habitat for Humanity pursuant to Miss. Code Anno. Sections 21-17-1(3)(b) and 21-17-1(11). The vote was, as follows: AYE - Mims, Bryan, Beard, Davis, Palmer and Jones. Gaston was not present to vote APPENDIX J

IN THE MATTER OF RESOLUTION DECLARING SURPLUS CERTAIN REAL PROPERTY LOCATED AT 2001 NELLE STREET PARCEL NO. 077L-36-156-00, TUPELO, MISSISSIPPI AND AUTHORIZING THE CONVEYANCE OF THE PROPERTY TO NORTHEAST MISSISSIPPI HABITAT FOR HUMANITY PURSUANT TO MISS. CODE ANNO. SECTIONS 21-17-1(3) (b) AND 21-17-1(11)

Council Member Jones moved, seconded by Council Member Bryan, to approve the surplus of the property located at 2001 Nelle Street, Parcel # 077L-36-156-00, which is no longer needed by the City of Tupelo, and to donate the property to Habitat for Humanity pursuant to Miss. Code Anno. Sections 21-17-1(3)(b) and 21-17-1(11). The vote was, as follows: AYE - Mims, Bryan, Beard, Davis, Palmer and Jones. Gaston was not present to vote. APPENDIX K

IN THE MATTER OF RESOLUTION DECLARING SURPLUS CERTAIN REAL PROPERTY LOCATED AT 323 MONUMENT DRIVE PARCEL NO. 101B-02-138-00, TUPELO, MISSISSIPPI AND AUTHORIZING THE CONVEYANCE OF THE PROPERTY TO NORTHEAST MISSISSIPPI HABITAT FOR HUMANITY PURSUANT TO MISS. CODE ANNO. SECTIONS 21-17-1(3) (b) AND 21-17-1(11)

Council Member Jones moved, seconded by Council Member Mims, to approve the surplus of the property located at 323 Monument Drive, Parcel # 101B-02-138-00, which is no longer needed by the City of Tupelo, and to donate the property to Habitat for Humanity pursuant to Miss. Code Anno. Sections 21-17-1(3)(b) and 21-17-1(11). The vote was, as follows: AYE - Mims, Bryan, Beard, Davis, Palmer and Jones. Gaston was not present to vote. APPENDIX L

After this item was complete, Council Member Janet Gaston returned to the meeting.

IN THE MATTER OF REVIEW AND APPROVAL OF CONTRACT WITH THE PACE GROUP FOR RECRUITMENT OF CITY PLANNER

Council Member Gaston moved, seconded by Council Member Jones, to approve the contract between the City of Tupelo and The Pace Group, for the recruitment of a City Planner. The vote was unanimous in favor. APPENDIX M

IN THE MATTER OF LIST OF CURRENT UNMARKED VEHICLES

Police Chief Jackie Clayton submitted a current list of vehicles that the Tupelo Police Department maintains as of September 14, 2021, and asked that the Council approve a "Resolution Declaring Certain Police Vehicles, Which Are Suited for Use, Used and Available for Use on a Continuing Basis to Facilitate Covert Investigative Activities to be Exempted from Vehicle Marking Requirements Set Forth by Miss. Code Anno. 25-1-87 (1972 as Amended)". Council Member Beard moved, seconded by Council member Davis to approve the resolution. The vote was unanimous in favor. APPENDIX N

IN THE MATTER OF APPROVE RFP #2021-013CO POINT OF SALE SYSTEM

Council Member Davis moved, seconded by Council Member Bryan, to approve the coliseum's RFP # 2021-013CO - Point of Sale System to select *fiserv* as the highest scored and most qualified proponent. The vote was unanimous in favor. APPENDIX O

IN THE MATTER OF CVB MINS SEPT 8, 2021

Council Member Bryan moved, seconded by Council Member Beard, to accept the CVB minutes of the September 8, 2021 meeting. The vote was unanimous in favor. APPENDIX P

IN THE MATTER OF APPROVAL TO SUBMIT 2021 MDOT TA PROGRAM GRANT APPLICATION FOR WARD 7

Grant Writer Abby Christian addressed the Council requesting approval to submit an application for the MDOT TA Program grant, which will be used for sidewalks from the South Park Manor Apartment to Lawndale Elementary School. The \$205,990 project will be funded 80% by MDOT in the amount of \$164,792 and a 20% match by the city in the amount of \$41,198.01. Council Member Davis moved, seconded by Council Member Jones, to approve the submission of the application. The vote was unanimous in favor. APPENDIX Q

ADJOURNMENT

There being no further business to come before the City Council at this time, Council Member Beard moved, seconded by Council Member Mims, to adjourn the meeting. The vote was unanimous at 6:40 p.m.

Buddy Palmer, President
City Council

ATTEST:

Missy Shelton, Clerk of the Council

Todd Jordan, Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO/City Clerk
DATE September 29, 2021
SUBJECT: IN THE MATTER OF BILL PAY **KH**

Request:

For your review and approval.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO
DATE October 5, 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 \$95 Congratulations to the Tupelo Homecoming Court Ad



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO
DATE October 5, 2021
SUBJECT: IN THE MATTER OF MUNICIPAL COMPLIANCE QUESTIONNAIRE **KH**

Request:

Approval of the municipal compliance questionnaire for fiscal year 2021

ITEMS:

2021 Municipal Compliance Questionnaire

MUNICIPAL COMPLIANCE QUESTIONNAIRE

INFORMATION

Note: Due to the size of some municipalities, some of the question may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than “yes” or “no,” and, as a result, more information on this questionnaire may be required and/or separate workpapers may be needed.

1. Name and address of municipality: City of Tupelo

P.O. Box 1485 Tupelo, MS 38802-1485

2. List the date and population of the latest official U.S. Census or most recent official census:

2010 37,923

3. Names, addresses and telephone numbers of the officials (include elected officials, chief administrative officer, and attorney).

ATTACHED LIST INCLUDED

4. Period of time covered by this questionnaire:

From: 10/1/2020

To: 9/30/2021

5. Expiration date of current elected officials' term: 6/30/2025

(CITY OF TUPELO)
(MUNICIPALITY)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2021

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of TUPELO, and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number: _____

Page: _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

MUNICIPAL COMPLIANCE QUESTIONNAIRE

ANSWER ALL QUESTIONS: Y – YES, N – NO, N/A – NOT APPLICABLE

PART I – GENERAL

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) Y

2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) Y

3. Are municipal records open to the public? (Section 25-61-5) Y

4. Are meetings of the board open to the public? (Section 25-41-5) Y

5. Are notices of special or recess meetings posted? (Section 25-41-13) Y

6. Are all required personnel covered by appropriate surety bonds?
 - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) Y
 - Municipal clerk (Section 21-15-38) Y
 - Deputy clerk (Section 21-15-23) Y
 - Chief of police (Section 21-21-1) Y
 - Deputy police (Section 45-5-9) (if hired under this law) Y

7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Section 21-15-17 and 21-15-19) Y

8. Are minutes of board meetings signed by the mayor or majority of the board within 22 days of the meeting? (Section 21-15-33) Y

9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) Y

10. Did all officers, employees of the municipality, or their relative avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) Y

MUNICIPAL COMPLIANCE QUESTIONNAIRE

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) Y
12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) Y

PART II – CASH AND RELATED RECORDS

1. Where required, is a claims docket maintained? (Section 21-39-7) Y
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y
3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) Y
4. Are all warrants approved by the board, signed by the Mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) Y
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Section 21-35-5, 21-35-7 and 21-35-9) Y
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y
8. Has the municipality held a public hearing and published its adopted budget? (Section 21-35-5) Y
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y

MUNICIPAL COMPLIANCE QUESTIONNAIRE

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y
14. Has the municipality commissioned municipal depositories? (Section 27-105-353 and 27-105-363) Y
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) – Section 21-19-45 through 21-19-59, etc.] Y
17. Are fixed assets property tagged and accounted for? (Section 7-7-211 – Municipal Audit and Accounting Guide) Y
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
19. Are all travel advances made in accordance with State Auditor's regulations? (Section 25-3-41) Y

PART III – PURCHASING AND RECEIVING

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y

MUNICIPAL COMPLIANCE QUESTIONNAIRE

3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and(k)] Y
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

PART IV – BONDS AND OTHER DEBT

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y
2. Has the municipality levied and collected taxes, in sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) Y
4. Have expenditures of bond proceeds been strictly limited to the purpose for which the bonds were issued? (Section 21-33-317) Y
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

PART V – TAXES AND OTHER RECEIPTS

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Y
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) Y
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y

MUNICIPAL COMPLIANCE QUESTIONNAIRE

5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Section 27-39-320 and 27-39-321) Y
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y
9. Has the municipality levied or appropriated not less than ¼ mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Section 83-1-37 and 83-1-39) Y
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73) Y
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-7-347)
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Y
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Y

**MUNICIPAL COMPLIANCE QUESTIONNAIRE ATTACHMENT
INFORMATION ITEM #3**

Names, addresses and telephone numbers of officials.

Mayor

Todd Jordan
6231 Park Heights Circle
Tupelo, MS 38801
(662) 841-6513
E-mail todd.jordan@tupeloms.gov

Ward V

Buddy Palmer
273 Tyler Willis Lane
Tupelo, MS 38804
(662) 255-1454
E-mail buddy.palmer@tupeloms.gov

Ward I

Chad Mims
1304 Lakeshire Dr
Tupelo, MS 38804
(662) 322-7329
E-mail chad.mims@tupeloms.gov

Ward VI

Janet Gaston
1764 Columbine Dr
Tupelo, MS 38801
(662) 255-9530
E-mail janet.gaston@tupeloms.gov

Ward II

Lynn Bryan
1226 Clayton Ave.
Tupelo, MS 38804
(662) 321-2081
E-mail lynn.bryan@tupeloms.gov

Ward VII

Rosie Jones
1119 Evelyn Dr
Tupelo, MS 38801
(662) 401-5483
E-mail rosie.jones@tupeloms.gov

Ward III

Travis Beard
2415 William Drive
Tupelo, MS 38801
(662) 610-0550
E-mail travis.beard@tupeloms.gov

Ward IV

Nettie Y. Davis
326 Barnes Street
Tupelo, MS 38804
(662) 871-8394
E-mail nettie.davis@tupeloms.gov



AGENDA REQUEST

TO: Mayor and City Council

FROM: Don Lewis, COO

DATE September 29, 2021

SUBJECT: IN THE MATTER OF MEMORANDUM OF UNDERSTANDING WITH NE
MS COMMUNITY SERVICES, INC. **DL**

Request:

Please review and approve the MOU between the City of Tupelo and Northeast Mississippi Community Services, Inc.

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

THE CITY OF TUPELO AND GOVERNING BOARD AND NORTHEAST MISSISSIPPI COMMUNITY SERVICES, INC.

WHEREAS, Northeast Mississippi Community Services, Inc. Transportation Program is a federally funded 5311 Rural General Public Transportation Program through Mississippi Department of Transportation.

WHEREAS, Northeast Mississippi Community Services, Inc.'s administrative location is in Prentiss County, Mississippi. NEMCS, Inc. is located at 801 Hatchie Street Booneville, Mississippi. NEMCS, Inc. operates public transportation in the areas of Lee, Prentiss, Alcorn, Tishomingo, Marshall, Itawamba, and Desoto counties.

WHEREAS, There exists an independent relationship between Northeast Mississippi Community Services, Inc. and the government of the City of Tupelo and Governing Board; and

WHEREAS, the executive branches of the City of Tupelo and Governing Board ("City of Tupelo") and Northeast Mississippi Community Services, Inc., have issued executive orders to begin contractual services for transportation within the City of Tupelo. These services shall be implemented and begin on October 1, 2021, and will follow a twelve month contract.

WHEREAS, the City of Tupelo and Governing Board, and Northeast Mississippi Community Services, desire to work together in coordination and cooperation with each other in government-to-government relationship for the benefit of both parties;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this memorandum of Understanding is to formalize the terms and conditions Northeast Mississippi Community Services, Inc. and the City of Tupelo will employ to effectively provide transportation services to the citizens of Tupelo, Mississippi.

II. CONTACT PERSONS

Unless otherwise stated, the appropriate contact person for the City of Tupelo and Governing Board for matters pertaining to this Memorandum of Understanding shall be:

Don Lewis
COO, City of Tupelo
City of Tupelo
71 E Troy St,
Tupelo, MS 38804
(662) 840-2059
Don.Lewis@tupeloms.gov

The appropriate contact person(s) for the Northeast Mississippi Community Services, Inc. shall be:

Steve Gaines
 Director, Northeast Mississippi Community Services, Inc.
 NEMCS, Inc.
 P. O. Box 930, 801 Hatchie Street
 Booneville, MS 38829
 (662) 728-2118; Fax (662) 728-8720
sgaines@maxxsouth.net

The City of Tupelo shall contact the above-designated individual(s), or successor(s), for NEMCS, Inc., and NEMCS, Inc. shall contact the above-designated individual, or successor, for the City of Tupelo when either party has any questions related to this Memorandum of Understanding.

III. IMPLEMENTATION, OBJECTIVES AND RESPONSIBILITIES

A. IMPLEMENTATION

This Memorandum of Understanding shall be immediately effective upon the signature of the parties hereto.

B. OBJECTIVES

The parties hereto agree to providing residents of the city of Tupelo daily access to transportation to and from community Medical Facilities, Educational Institutions, social activity sites, and other destinations determined by the city, which they currently are not able to travel to. Northeast Mississippi Community Services, Inc. has the ability and the means to enhance and improve the quality of life to the citizens of Tupelo by providing mobility through coordinated, safe and affordable transportation.

C. RESPONSIBILITIES

1. NEMCS, Inc. and the City of Tupelo agree as follows:

- a. That NEMCS, Inc. shall provide transportation services to the residents of Tupelo for a maximum of 13 hours per day, five (5) days per week, utilizing a demand response transportation system. The parties further agree that trips will be provided within the limits of the City of Tupelo.
- b. That NEMCS, Inc. shall provide these services for a twelve (12) month program period beginning on or about **October 1, 2021** and ending on or about **September 30, 2022**.
- c. That the City of Tupelo shall pay the sum of **\$144,900** to be billed by NEMCS, Inc. and paid on a monthly basis for said twelve (12) month period.

- d. That the parties agree that, upon written agreement, the period for providing transportation services can be renewed as well as expanded on an annual basis for a sum to be negotiated for said services.
- e. NEMCS, Inc will provide 1 bus and 5 vans actively running and 2 backup vehicles if needed to run during day time hours of 6:00 a.m. until 7:00 p.m. on 5 days of the week Monday through Friday.
- f. NEMCS, Inc. will provide maintenance on these vehicles by outsourcing through local vendors.
- g. The City of Tupelo will notify Law Enforcement of the set transit routes so that protection will be available at all times for the daily routes.
- h. The City of Tupelo has adopted the name of the transit service to be called "Tupelo Transit".
- i. The City of Tupelo has expressed that NEMCS, Inc. will be the primary and sole agency in charge of this venture.
- j. The City of Tupelo has agreed to wrap four of the buses and three vans with its own designs and will work with Toyota to open up a venue for advertising and marketing by local businesses to be used to gain revenue for NEMCS, Inc.
- k. Northeast Mississippi Community Services, Inc. will charge a fare to ride the demand response general public transit service of \$2.00 per one-way trip.

V. SOVEREIGNTY

The parties hereto have entered into this Memorandum of Understanding for the sole purpose of enhancing government-to-government cooperation between the City of Tupelo and the Northeast Mississippi Community Services, Inc. The Memorandum of Understanding does not, and shall not be construed to change, enlarge, diminish, or waive the sovereignty or jurisdiction of either party or the rights, privileges or immunities of either party or any person. In addition, this Memorandum of Understanding does not, and shall not be construed to create any right to administrative or judicial review, or any other right, benefit or responsibility, substantive or procedural, enforceable by any person against Northeast Mississippi Community Services, Inc., the City of Tupelo, their officers or employees, or any other person, except as expressly agreed to herein.

VI. INSURANCE

Northeast Mississippi Community Services, Inc. agrees to provide the following insurance coverage and limits.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Employer's Liability	\$1,000,000
Bodily, Injury Liability	\$1,000,000 per occurrence (\$3,000,000 aggregate)
Property Damage Liability	\$500,000 per occurrence (\$500,000 aggregate)
Automobile Bodily Injury Liability	\$1,000,000 per occurrence (\$3,000,000 aggregate)
Excess Umbrella Liability	\$4,000,000 per occurrence

Northeast Mississippi Community Services, Inc. agree to indemnify the City against any and all claims, damages, losses, liabilities, fees, fines and penalties and other losses and expenses arising out of or related to the conduct of the Service Provider at no cost to the City of Tupelo.

VII. REPORTING

Item # 10.

A. Northeast Mississippi Community Services, Inc. shall provide on not less than a quarterly basis the following data as either part of its invoicing to the City or as a periodic report attached to its invoice:

- Cost of route
- Total miles of each trip
- Total vehicle hours and miles of each trip
- Total fares collected for each trip
- Routes and stops for each service vehicle

B. Northeast Mississippi Community Services, Inc. shall provide a monthly report of any clientele complaints made and the response provided by the Service Provider.

C. Northeast Mississippi Community Services, Inc. shall provide a quarterly report of any vehicle accidents or incidents involving riders. Northeast Mississippi Community Services, Inc. shall also provide an immediate incident report within twenty-four (24) hours to the City of Tupelo of any injuries to clientele during the provision of service.

VIII. ADDITIONAL REQUIREMENTS

Northeast Mississippi Community Services, Inc. will demonstrate the capability to fulfill the following professional and administrative requirements.

- Remain abreast of and abide by current, local, state and federal laws, regulations and policies affecting the provision of services. Northeast Mississippi Community Services, Inc. will propose services in accordance with Federal Transportation Administration (FTA) guidelines for drug testing of employees, safety/security, reporting, DBE program, certification and assurances, and vehicle maintenance.
- Northeast Mississippi Community Services, Inc. will provide records access upon City request.
- Northeast Mississippi Community Services, Inc. will provide a system of handling and resolving customer complaints as expeditiously as possible, including responding to all complaints within twenty-four (24) hours and maintaining a log of all complaints.
- Northeast Mississippi Community Services, Inc. is a private non-profit community action agency that offers several programs for the elderly, disabled, low income, and general public including transportation. Our agency began transportation services in 1978 in the counties of Alcorn, Prentiss, Tishomingo and Marshall. We operate a 5310 and 5311 transportation contract program with Mississippi Department of Transportation. We offer general public transportation in the counties of Alcorn, Prentiss, Tishomingo, Itawamba and Marshall. We offer a fixed and flex route system as part of contract services for Region IV Mental Health in the counties of Alcorn, Prentiss, Tishomingo and Desoto. With the support of MDOT, our contract partners, and our local elected officials, we have successfully provided transportation services within our service area.
- As part of the 5311 General Public Transportation program offered by NEMCS Inc., we provide curb to curb transit service to individuals within Alcorn, Prentiss, Tishomingo, Itawamba and Marshall Counties. This service requires the coordinated efforts of our staff in the functions of receiving, scheduling, and dispatching, of transportation personnel in order to provide not only adequate, but exceptional, transportation service

IX. AMENDMENTS

This Memorandum of Understanding may be amended in writing as mutually agreed upon by the parties.

X. TERMINATION

This Memorandum of Understanding may be terminated by either party at the end of the agreed upon ending date of September 30, 2022.

XI. EXECUTION

The parties agree that this Memorandum of Understanding shall be submitted to both the executive branches of the City of Tupelo and Northeast Mississippi Community Services, Inc., and that nothing contained in this Memorandum of Understanding or any amendments thereto shall become effective until executed both by Northeast Mississippi Community Services, Inc. and the City of Tupelo.

WE, THE UNDERSIGNED, HEREBY AGREE TO THIS MEMORANDUM OF UNDERSTANDING BETWEEN THE C
OF TUPELO AND ITS GOVERNING BOARD AND NORTHEAST MISSISSIPPI COMMUNITY SERVICES, INC.

Item # 10.

NORTHEAST MISSISSIPPI COMMUNITY SERVICES, INC.



STEVE GAINES, EXECUTIVE DIRECTOR
NEMCS, INC.

DATE 9/30/21

CITY OF TUPLEO AND GOVERNING BOARD

TODD JORDAN, MAYOR
CITY OF TUPELO

DATE



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE September 29, 2021

SUBJECT: IN THE MATTER OF SUMMARY CHANGE ORDER AND FINAL
PAYMENT FOR EASON BOULEVARD BRIDGE RIP RAP **DRB**

Request: DRB

The Application for NRCS Grant was approved at the 9/15/20 City Council Meeting. This project was awarded to Parson Earthworks at the 11/3/20 City Council Meeting. Original Contract total was for \$ 572,353.25

During course of construction to stabilize the bank, it became necessary for the contractor perform additional work to protect and prevent future erosion to the bridge piers.

After all work was performed and final quantities tabulated, the contract amount was **reduced** by \$ 44,352.13 to a final amount of \$528,000.82

CHANGE ORDER

CCE NO. 3-09708CHANGE ORDER NO.: 1- -FINAL SUMMARYOWNER: City of TupeloPROJECT: BANK STABILIZATION AT KING AND TOWN CREEKCONTRACTOR: PARSONS EARTHWORK, INC.

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

ADJUSTMENT FOR FINAL QUANTITIES - SEE ATTACHED

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

Original Contract Cost	<u>\$572,353.25</u>
Previously Approved C.O.'s Add (Deduct):	<u>\$0.00</u>
PREVIOUS CONTRACT TOTAL:	<u>\$572,353.25</u>
Estimated Amount Added by this C.O. :	
Estimated Amount Deducted by this C.O. :	<u>\$44,352.43</u>
CONTRACT TOTAL:	<u>\$528,000.82</u>

DATE: 9/28 2021


For Cook Coggin Engineers, Inc.

APPROVED: _____ 2021

For the Owner (City of Tupelo)

ACCEPTED: 9-28 2021


For the Contractor (Parsons Earthwork, Inc.)

received


APPLICATION & CERTIFICATE FOR PAYMENT

Item # 11.

PROJECT: Bank Stabilization at King and Town Creek
 TOTAL PAYMENT REQUEST NO. 4
 CITY OF TUPELO
 CONTRACTOR: Parsons Earthwork, Inc.

DATE PREPARED: 9/27/2021

ORIGINAL CONTRACT SUM: \$572,353.25
 Net Change by Change Orders: \$0.00
 CONTRACT SUM TO DATE: \$572,353.25

PERIOD 8/24/2021 to 9/27/2021

Item No.	Item Description	Quantities On Contract	Quantities Previously Requested	Quantities This Request	Quantities Allowed to Date	Unit	Unit Price	Amount
1	Mobilization	1	0.75	0.25	1	L.S.	\$58,500.00	\$58,500.00
2	Traffic Control	1	0.75	0.25	1	L.S.	\$5,850.00	\$5,850.00
3	Clearing & Grubbing	1	0.75	0.25	1	L.S.	\$35,100.00	\$35,100.00
4	Borrow Excavation	2850	1610	3350	4960	CY	\$18.72	\$92,851.20
5	Geotextile Fabric	2525	1619	1021.33	2640.33	SY	\$3.51	\$9,267.56
6	Stone Riprap (300#)	2730	1643.27	841.29	2484.56	Ton	\$70.20	\$174,416.11
7	Grout for Stone Riprap	610	248	293	541	CY	\$263.25	\$142,418.25
8	Turbidity Curtain	1000	200	0	200	LF	\$14.00	\$2,800.00
9	Solid Sodding	4000	256	906	1162	SY	\$5.85	\$6,797.70
10	Tied Concrete Block Erosion Control Mat	2000	0	0	0	SF	\$10.53	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous month by Owner	\$0.00	\$0.00
Total approval this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

Estimate Of Work To Date: \$528,000.82
 Stored Materials To Date: \$0.00
 Total Completed & Stored To Date: \$528,000.82

Notice to Proceed Date: 6/2/2021
 Contract Time (Original): 50
 Previous Days Added (Deducted): 0
 Contract Time (Revised): 50
 Contract Expiration Date: 8/1/2021

Days this Period: 35
 Previous Days Charged: 73
 Total Days to Date: 108
 Percent of Elapsed Time: 216.00%

Total Completed & Stored To Date: \$528,000.82
 Less 2.5% Retainage: (\$0.00)
 Total Earned Less Retainage: \$528,000.82
 Less Previous Payments: \$303,652.03
 NET PAYMENT DUE: \$224,348.79

I hereby certify that the work covered by this request for payment has been completed in accordance with the Contract Documents and that the labor and materials listed hereon have been used in construction of this work, or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location, and that payment received from the last request for payment has been used to make payments to all first tier Subcontractors and Suppliers except as listed below.

Balance to Finish, Including Retainage: \$44,352.43
 Percent of Construction Completed: 92.25%

CONTRACTOR: Parsons Earthwork, Inc.
 BY: [Signature]

Received
 9-5-21
[Signature]

RECOMMENDED FOR PAYMENT
 FOR ENGINEER: [Signature]
 AUTHORIZED FOR PAYMENT
 FOR OWNER: _____

Bridge Piers prior to Rip Rap Work



Bridge Piers after Rip Rap and Grouting to prevent erosion in the future





AGENDA REQUEST

TO: Mayor and City Council
FROM: Dennis Bonds, City Engineer
DATE December 8, 2020
SUBJECT: IN THE MATTER OF RATIFICATION OF CONSTRUCTION CONTRACT
FOR EASON BOULEVARD BRIDGE RIP RAP **DRB**

Request: DRB

This document is on file in the Council Clerk's office for review.

Awarded to Parsons Earthworks at 11/3/20 Council Meeting

Approved Application for NRCS Grant at 9/15/20 Council Meeting:

NRCS is willing to cover 75% of the \$645,775 construction Cost for a total of \$484,331.25.

Per the Engineer's Estimate, that leaves \$348,221.25 additional to be funded for this project.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director, Development Services

DATE September 29, 2021

SUBJECT: IN THE MATTER OF REVIEW/APPROVE PLANNING COMMITTEE
MINUTES TN

Request:

Minutes of the September 13, 2021 Planning Committee meeting are attached.

**MINUTES OF THE
TUPELO PLANNING COMMITTEE
September 13, 2021**

Item # 12.

CALL TO ORDER

Chairman Scott Davis called the meeting to order. Ms. Pam Hadley, Mr. Jimmy Swann, Ms. Leslie Mart, Ms. Patti Thompson, Chairman Scott Davis, Mr. Gus Hildebrand and staff members Russ Wilson, Zoning Administrator and Pat Falkner, City Planner, were present.

Chairman Davis asked Mr. Swann to open with a prayer and Ms. Pam Hadley to lead the pledge.

REVIEW OF AUGUST 3, 2021 MINUTES

Chairman Davis asked the group if they had reviewed the minutes of the last meeting. Mr. Hildenbrand said that he had several corrections which he would provide. Ms. Thompson made a motion to approve the minutes with corrections, and Ms. Mart seconded. The motion carried by unanimous vote.

REPORT ON COUNCIL ACTIONS

Mr. Wilson reported that the actions from August 3 were approved by the City Council, noting that the potential appeal of the Carnathan rezoning action had been dropped by the applicant.

OLD BUSINESS

FLEX21-03: Request to allow expansion of a non-conforming use at 6481 Chesterville Road. This non-conforming use was grandfathered in when this area was annexed into the City. Applicant wishes to expand this non-conforming use to add RV rental spaces.

Applicant Rick Tudor, 148 Dogwood Hills Circle, spoke, explaining that in order to meet the Committee's concerns expressed in the previous meeting, he had moved the proposed location of the new boat/RV storage sheds toward the center of the property. This will allow existing vegetation along the east side of the property to remain as part of a landscaped buffer between commercial and residential uses. Some additional planting of shrubs will be provided to complete the buffer. Mr. Tudor noted that this revised plan reduced the number of planned bays by two. He mentioned that the owner of the residences to the east had provided a letter indicating no objection. He also described the ornamental iron fence to be placed across the front of the property. Fencing on other sides would be wood or chain link.

Ms. Mart asked about the width of the landscaped buffer. Mr. Tudor said that the area measures some 31 feet wide and 100 feet long. She asked if the existing trees would be preserved; Mr. Tudor said that they would. Ms. Mart stated a concern about stormwater runoff and asked if the applicant had considered how that would be managed. Mr. Tudor said the site would be graded to drain toward the street.

No one appeared from the public to comment.

Ms. Thompson made a motion to approve the application. Ms. Mart seconded and the motion passed with all voting in favor.

NEW BUSINESS

REZ21-03: Request to rezone one parcel at 1880 East Main west of the intersection of North Eason and East Main from MUCC (Mixed Use Commercial Corridor) to I (Industrial) in order to allow industrial use of the property for Gibson Corrugated, which owns this parcel and the adjacent parcel to the east which is located in an Industrial zone.

Mr. Dale Gibson, 933 Filgo Road, spoke as applicant for the project. He explained that the company wanted to expand its building to add truck bays facing East Main Street, and that the company owned the property where the vacant pawn shop is located. The rezoning is necessary in order to allow the industrial use to expand.

Ms. Mart asked if the existing building would be removed; Mr. Gibson said that it would not. He said that the area being rezoned would also have concrete paving added for access to the truck bays.

No one appeared to speak about the project.

Mr. Swann made the motion to approve the rezoning. Ms. Mart seconded and the motion passed with all in favor.

FLEXVAR21-07: Request for a variance to allow the sale of alcoholic beverages in a restaurant located in a MUCC Zone (Mixed Use Commercial Corridor) at 2702 South Gloster, which is located within 65 feet of a residential use at 979 Green Tee Road (also in a MUCC Zone), rather than the required 100 foot building to building distance separation.

Mr. Darrien Linton, the applicant, explained that he had opened a new restaurant in November 2020, and would like to be able to serve beer and light wine with the meals.

Ms. Mart asked about the hours of operation; Mr. Linton said 11 to 10.

Mr. Swann asked about the menu. Staff noted that only one page of the menu had been picked up and copied for the Committee's packet.

Ms. Thompson made a motion to approve the request for one year, with the condition that approval become permanent if no complaints are received. Ms. Hadley seconded and the motion passed unanimously.

FLEX21-04 Request to allow the rehabilitation, restoration and adaptive reuse of the old historic Carnation Milk Plant located in an MUR (Mixed Use Residential) District at 520 Carnation Street to be turned into 25 affordable elderly apartments along with a new construction building that will house 25 additional affordable elderly apartments.

MSP21-01 Major Site Plan Approval for Old Carnation Building Project

Mr. Steve Nail, representing Intervest located in Madison, MS, spoke on both these applications. He explained that the project is financed by a combination of Low Income Housing tax credit and historic preservation tax credits, which made the approval process take a long time due to federal staff shutdowns during the pandemic. Mr. Nail presented the elevation and drawings, showing the proposed location of the

additional building, parking to be added, fence around the site, and walking track, noting that the involved over \$11 million in construction cost. Mr. Nail also mentioned that he was working with the city engineer and MDOT about the possibility of a quiet zone along the railroad. He explained that the housing units would be made available to residents over 60 whose income is less than 60% of the area median income. The rents would be no more than 1/3 of the tenant's income. His company has recently completed a similar project in Hattiesburg.

Ms. Mart asked if there would be resident management. Mr. Nail said that he hoped to be able to hire someone to manage the property on that basis, but that the property would be secure. He also stated that the project was not assisted living but that his company would bring in service providers from the community.

Ms. Doyce Deas, 645 Highland Circle, appeared in support of the project. She discussed the history of the building and its importance in the city's economic growth, and explained that the city had owned the property for some time before selling it to Mr. Nail's group for redevelopment.

Ms. Mart made a motion to approve the flexible use application for the project, with Mr. Hildenbrand seconding and all voting in favor.

Mrs. Thompson moved to approve the major site plan. The motion was seconded by Ms. Hadley and passed with all in favor.

FLEXVAR21-08 Request to allow subdivision of a parcel into 6 lots with less than the required area or width in an MDR (Medium Density Residential) district located on the North side of West Jackson Street, directly across from the main entrance to West Jackson Baptist Church.

Luke West of 737 North Madison Street spoke as applicant for the project. He explained that the property has one vacant house at this time, which would be demolished in order to redevelop. He stated that he intended to build smaller homes comparable to those in the Cottonwood Estates subdivision.

Ms. Mart asked if he had considered developing the site with a cul-de-sac and one entrance off Jackson Street. Mr. West said it had been looked at but the cost as estimated was not feasible for the number of lots.

Mr. Hildenbrand asked about the size of houses to be built. Mr. West said that he anticipated that the houses would be in the 1200 square foot range.

Mr. Jason Warren appeared as realtor for the project. He noted that the lots in Cottonwood Estates are around 35 feet wide, while the lots proposed in this project would be 38 feet wide.

Mr. Hildenbrand stated that he did not think six new driveways accessing West Jackson Street was a good idea. Mr. Davis concurred, noting that the street was on the Major Thoroughfares Project plan for future three-laning.

Ms. Mart said that the newest area being redeveloped on West Jackson included a front access lane with only one point of access for nine lots.

Mr. Davis said that the new narrow lots would change the character of the neighborhood, and would result in houses dominated by garage doors.

Ms. Lisa Kitchen, of 1107 Marquette Street, appeared to state a concern on behalf of the Bristol neighborhood. She said that most of her neighborhood consists of large lots and that the traffic on West Jackson was already a problem.

Mr. Keith Cochran of West Jackson Baptist Church, across the street from the applicant property, was also concerned about traffic in the area.

Mr. Hildenbrand noted that the city only has three east-west thoroughfares and that additional congestion of the route would be a long term problem affecting the value of the project.

Mr. Davis noted that an earlier application for lot size variance off Lakeshire had been denied based on the width not being consistent with the area around it.

Mr. Swann suggested that the application could be tabled to give the applicant and staff an opportunity to discuss a possible redesign.

Mr. Warren asked if the committee would be open to a front lane design. He said that this added cost would only be financially possible with six lots. Mr. Davis and Mr. Hildenbrand said they would be open to the possibility of six lots; Ms. Mart did not agree.

Ms. Mart moved to table the application. Mr. Hildenbrand seconded the motion which passed unanimously.

The committee discussed a request from Tanner Newman, Director of Development Services, to schedule a work session with the mayor. The work session was set for September 27. Mr. Falkner explained that there were no applications for the October meeting date.

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



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director, Development Services

DATE September 29, 2021

SUBJECT: IN THE MATTER OF REVIEW/APPROVE REJECT REZONING TN

Request:

The Planning Committee recommended approval of a rezoning application from Gibson Corrugated, to change zoning of a parcel on East Main Street from Mixed Use Commercial Corridor to Industrial. An ordinance amending the official zoning map is attached.

**ORDINANCE REZONING PROPERTY AND AMENDING THE OFFICIAL ZONING
MAP OF THE CITY OF TUPELO, MISSISSIPPI**

Case No. RZ 21-03

Parcel #: 088Q-34-036-06

WHEREAS, a request was filed with the Department of Planning and Community Development to change the zoning on certain pieces of property; and,

WHEREAS, the request was reviewed by the Tupelo Planning Committee which reviewed and considered information regarding the rezoning and conducted a public hearing with notice sent to the surrounding property owners, at the Planning Committee's regularly scheduled meeting on Monday, September 13, 2021. The Planning Committee recommended approval of the proposed zoning change; and,

WHEREAS, the Tupelo City Council conducted a public hearing, with notice published in the Northeast Mississippi Daily Journal, at its regularly scheduled meeting on Tuesday, October 5, 2021, to review and consider recommendations proposed by the Tupelo Planning Committee concerning the proposed zoning change at which time no sufficient protest was received; and,

WHEREAS, the City Council finds and determines that pursuant to the authority granted under Miss. Code Anno. Sec. 17-1-3 (1972 as amended), it is necessary to protect the public

health, safety, morals and general welfare to amend the current Development Code, and the provisions below are enacted pursuant to the procedures set forth in the Development Code of the City of Tupelo, and are necessary, fair and reasonable.

NOW, THEREFORE, BE IT ORDAINED by the Tupelo City Council as follows:

1. The prefatory sentences, as findings of the City Council are hereby incorporated herein.

2. The portions of the following described property which are currently zoned Mixed Use Commercial Corridor, are hereby amended to be zoned Industrial:

Commencing at a 2 inch pipe (found) at the Southwest corner of the Southwest Quarter of Section 34, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi and run thence North 00 degrees 03 minutes 29 seconds East for a distance of 2522.23 ft.; thence run South 89 degrees 56 minutes 48 seconds East for a distance of 2100.42 ft. to a 1½ inch rebar (set) for a POINT OF BEGINNING; thence run North 10 degrees 42 minutes 31 seconds West along the center of a 15 ft. sewer easement and the East line of the Bonds Properties, LLC Property Inst. No. 2007018651 for a distance of 212.41 ft. to a 1½ inch rebar (found) on the South line of East Main Street AKA Mississippi State Highway No. 145, being 100 ft. measured perpendicular from the center of East Main Street; thence run North 87 degrees 53 minutes 05 seconds East along the South line of East Main Street for a distance of 469.03 ft. to a chiseled spot in concrete; thence run South 02 degrees 07 minutes 07 seconds East for a distance of 10.00 ft. to a chiseled spot in concrete that is 100 ft. measured perpendicular from the center of East Main Street; thence run North 87 degrees 52 minutes 53 seconds East along the South line of East Main Street for a distance of 29.61 ft. to a 1" iron pipe (found); thence run South 00 degrees 02 minutes 50 seconds West along the West line of the GIBSON CORRUGATED LLC property for a distance of 200.12 ft. to a 3½" (found); thence run South 87 degrees 52 minutes 43 seconds West along the North line of the GIBSON CORRUGATED LLC property for a distance of 459.35 ft. to the point of beginning.

Lying and being part in the Southwest Quarter and part in the Northwest Quarter of Section 34, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi and contains 100331 square feet or 2.303 acres.

3. The official Zoning Map shall be amended to reflect this change. The City Clerk shall cause this amendatory ordinance to be published according to law.

The foregoing Ordinance was proposed in a motion by Councilman _____, seconded by Councilman _____, and was brought to a vote as follows:

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

Whereupon, the ordinance having received a majority of affirmative votes, the President of the Council declared that the Ordinance had been passed and adopted on this the 5th day of October, 2021.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Buddy Palmer, President

ATTEST:

Missy Shelton, Clerk of the Council

APPROVED:

Todd Jordan, Mayor

DATE: October 5, 2021



AGENDA REQUEST

TO: Mayor and City Council

FROM: TANNER NEWMAN, DIRECTOR OF DDS

DATE OCTOBER 5, 2021

SUBJECT: IN THE MATTER OF LOT MOWING TN

Request:

PLEASE REVIEW AND APPROVE

Preliminary Lot Mowing Report for 10/5/21

Item # 14.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	37553	077Q3605299	1307 W MAIN ST	ANGLIN AMANDA	202 MILFORD ST APT 169	TUPELO, MS 38801	SB
2.	37555	077R3612500	107 LAWNDAL DR	MAHRAAN PROPERTIES LLC	63490 HWY 25 N	SMITHVILLE, MS 38870	SB
3.	37556	077R3612601	113 LAWNDAL DR	MAHRAAN PROPERTIES LLC	63490 HWY 25 N	SMITHVILLE, MS 38870	SB
4.	37557	077R3612601	113 LAWNDAL DR	MAHRAAN PROPERTIES LLC	63490 HWY 25 N	SMITHVILLE, MS 38870	SB
5.	37558	077R3612700	115 LAWNDAL DR	POUND RALPH W & DORIS H	P O BOX 1531	TUPELO, MS 38802	SB
6.	37559	077Q3606000	200 S HIGHLAND DR	CABRAL LUIS (DECEASED)	2512 PATTERSON DR	TUPELO, MS 38801	SB
7.	37560	077Q3608100	1400 CENTRAL AVE	BOYD DENNIS W	1389 ORLEANS PL	TUPELO, MS 38801	SB
8.	37562	077Q3616400	1503 W MAIN ST	PHANTAI XUAN	3271 FORREST HILL DRIVE	BELDEN, MS 38826	SB
9.	37563	077Q3616300	1501 W MAIN ST	TRUONGUYEN LLC*	3271 FORREST HILL	BELDEN, MS 38826	SB
10	37564	077Q3616500	1507 W MAIN ST	BELLAMARE DEVELOPMENT LLC	28 EASTBROOKE CIRCLE	MADISON, MS 39110	SB
11	37565	077Q3617700	1603 W MAIN ST	SE REAL ESTATE GROUP LLC	5717 E THOMAS RD STE 100	SCOTTSDALE, AZ 85251	SB

Preliminary Lot Mowing Report for 10/5/21

Item # 14.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
12	37566	077Q3617900	1701 W MAIN ST	SRB MCGRATH LLC	622 ALLEN ST	TUPELO, MS 38801	SB
13	37567	077Q3622300	110 ENOCH AVE	SOUTHERN CHARM PROPERTIES LLC	194 GOLDEN HILLS RD	MOOREVILLE, MS 38857	SB
14	37568	077Q3621900	202 ENOCH AVE	HILARIO OSCAR	168 MOUNTAIN LEADER TRAIL	SALTILLO, MS 38866	SB
15	37569	089E3001700	816 CLAYTON AVE	HENSON SLEEP RELIEF INC	PO BOX 728	TUPELO, MS 38802	RS
16	37570	089T2901700	1024 HUNTER DR	SMITH CLEAVON & MARY CATHERINE	P O BOX 126	BALDWYN, MS 38824	RS
17	37571	089T2901700	1024 HUNTER DR	SMITH CLEAVON & MARY CATHERINE	P O BOX 126	BALDWYN, MS 38824	RS
18	37574	089T2900600	1017 HUNTER DR	ARMSTRONG SHIRLEY MINNIS ESTATE	1051 HUNTER AVE	TUPELO, MS 38804	RS
19	37578	089F3031300	201 W DOZIER ST	AGNEW FRANK	201 W DOZIER ST	TUPELO, MS 38804	RS
20	37579	089F3025600	211 W BARNES ST	AGNEW ELLIS	C/O FRANK AGNEW	201 DOZIER	RS
21	37581	101U1100100	S THOMAS ST	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803	JLS
22	37583	112A0413900	705 HILL-N-DALE DR	COREY CHUNN	1879 N. COLEY RD.	TUPELO, MS 38801	RS
23	37584	112A0411100	1012 WILSON ST	COONTAIL INVESTMENTS LLC	3900 ESSEX LANE, SUITE 340	HOUSTON, TX 77027	RS

Preliminary Lot Mowing Report for 10/5/21

Item # 14.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
24	37585	112A0414400	SCOTT ST	DAVIS SHERRY	2174 BUSE ST	TUPELO, MS 38804	RS
25	38587	085N2100500	2014 ELVIS PRESLEY DR	BARNES DONNA L (LE)	2014 ELVIS PRESLEY DR	TUPELO, MS 38804	RS
26	38588	088T2700300	1505 N HILLSDALE DR	JOHNSON DAWN ELIZABETH	1505 HILLSDALE N	TUPELO, MS 38804	RS
27	38590	089F3017700	534 N GREEN ST	SMITH WILLIAM SR & CATHERINE	1195 HILDA DR	TUPELO, MS 38804	SB
28	38591	089F3017800	536 N GREEN ST	HOSKINS PAULETTE	536 N GREEN STREET	TUPELO, MS 38804	SB
29	38592	089P3114403	335 MALONE BLVD	HERNDON JEREMY	P O BOX 2231	TUPELO, MS 38803	RS
30	38593	089P3118000	371 S GREEN ST	MALONE CONSTRUCTION LLC	15 CYPRESS CV	ECRU, MS 38841	RS
31	38594	089P3116600	MALONE BLVD	MCCAMEY JONATHAN MITCHELL	1210 FLETCHER ST	TUPELO, MS 38804	RS
32	38596	089P3111800	514 CARNATION ST	OLD HISTORIC CARNATION LP	P O BOX 2118	7538 OLD CANTON RD	RS
33	38598	077L3609200	410 EXCHANGE ST	ROBERSON LUTHER L & RUTH	410 EXCHANGE	TUPELO, MS 38801	RS
34	38600	113E0611900	910 RIDGECREST DR	EMERSON CYNTHIA HALE	771 HALE DR	TUPELO, MS 38801	RS
35	38601	113E0612300	918 RIDGECREST DR	PILGREEN MICHIAL	PO BOX 1825	TUPELO, MS 38802	RS

Preliminary Lot Mowing Report for 10/5/21

Item # 14.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
36	38604	113J0700300	S GLOSTER ST	CRICKETT L P	2208 IVY TRACE	VETAVIA, AL 35243	RS
37	38611	101D0115100	1007 TYLER DR	COPELAND CHARLES L JR & TINA B	1007 TYLER	TUPELO, MS 38801	RS
38	38612	101D0111700	1014 TYLER DR	TURNER CAROLE L	1014 TYLER DR	TUPELO, MS 38801	RS
39	38613	088N3310901	339 LAKE ST	COX, RUSSELL	339 LAKE ST	TUPELO, MS 38804	RS
40	38614	088J3302400	1210 KELLY ST	SANDERS SHEILA	731 TUJUNGA AVE APT C	BURBANK, CA 91501	RS
41	38615	088N3302600	216 CANAL ST	BYLES LARRY & TRACY	103 MEADOW ST	FULTON, MS 38843	RS
42	38616	088N3310800	342 LAKE ST	WILLIAMS JONATHAN & DANIEL JOHNSON	1809 CR 1451	MOOREVILLE, MS 38857	RS
43	38620	079V3209500	157 HARVESTER'S SQ	TRACE RESIDENTIAL PROPERTIES LLC	219 INDUSTRIAL DRIVE	RIDGELAND, MS 39157	JLS
44	38621	079V3210200	5421 TURNING LEAF CV	WWD LLC	P O BOX 3171	TUPELO, MS 38804	JLS
45	38624	079V3211100	5481 TURNING LEAF CV	WWD LLC	P O BOX 3171	TUPELO, MS 38804	JLS
46	38625	079V3211200	5475 TURNING LEAF CV	WWD LLC	P O BOX 3171	TUPELO, MS 38804	JLS
47	38626	079V3211300	5467 TURNING LEAF CV	WWD LLC	P O BOX 3171	TUPELO, MS 38804	JLS

Preliminary Lot Mowing Report for 10/5/21

Item # 14.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
48	38628	079V3211400	5459 TURNING LEAF CV	ELITE DEVELOPERS LLC	218 N GLOSTER ST	TUPELO, MS 38804	JLS
49	38637	077P3500600	2411 DANNY ST	TTLBL LLC	4747 EXECUTIVE DR STE 510	SAN DIEGO, CA 92121	JLS
50	38638	089P3123800	521 MAPLE ST	WHITEHEAD STEVE & MELVIN T SCRUGGS	1230 CR 811	SALTILLO, MS 38866	RS
51	38639	089P3123700	519 MAPLE ST	SCRUGGS MELVIN T & WESLEY SCRUGGS	1230 CR 811	SALTILLO, MS 38866	RS
52	38640	077N3502201	TRACELAND DR	TMC LLC	210 EAST MAIN STREET	TUPELO, MS 38804	JLS
53	38641	075Q2200200	3793 FAIR OAKS DR	BOYLES ELLEN R & CHASE MICHAEL	3793 FAIR OAKS DR	BELDEN, MS 38826	SB
54	38646	077D2516100	1205 KINCANNON ST	J ROBINSON PROPERTIES LLC	14440 HWY 23 N	TREMONT, MS 38876	RS
55	38650	112A0417002	702 POST ST	BALL DAVID & AMY	1009 CR 369	NEW ALBANY, MS 38652	RS
56	38651	112A0417001	704 POST ST UNIT A & B	LESLEY CAPITAL INVESTMENTS LLC	PO BOX 812	TUPELO, MS 38802	RS
57							
58							
59							



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director, Development Services

DATE September 30, 2021

SUBJECT: IN THE MATTER OF REVIEW/APPROVE LIST OF PROPERTIES FOR
DEMOLITION TN

Request:

The Department of Development Services is requesting that the Council consider demolishing the five properties described in the attachment.

Demolition List for 10/5/21 City Council Meeting

115 LAWNDALE DR.

123 INDUSTRIAL DR.

506 E. JACKSON ST.

817 BLAIR ST.

1810 S. VETERANS BLVD.

115 LAWNDAL E DR.

BASIC INFORMATION

- ▶ PARCEL: 077R-36-127-00
- ▶ CASE: 34117
- ▶ WARD: 4
- ▶ TAX VALUE: \$30,030.
- ▶ VACANT: YES
- ▶ REPAIRABLE: POSSIBLY

NEARBY PROPERTIES/ TAXES

Right side	Vacant Land	\$
Left side	119 Lawndale Dr	\$ 40610
Rear	114 Highland Dr	\$ 60540
Across street	110 Lawndale Dr	\$ 36160

TAXES/LIENS

Taxes – current

No city liens

VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\ DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK - YES

CODE ENFORCEMENT HISTORY

- ▶ 5 PRIOR VIOLATIONS
- ▶ CURRENT STATUS –OPEN - CHAP 34
- ▶ This house is owned by an investor who owns multiple rental properties in Tupelo. A rental inspection was performed in January and based on the condition of the property, the house was referred for demolition. The tenant has moved out and the house is vacant. The owner has made no attempt to repair the dilapidated property.

115 Lawndale Dr.







123 Industrial Dr.

BASIC INFORMATION

- ▶ PARCEL: 089N-31-006-01
- ▶ CASE : 32987
- ▶ WARD: 3
- ▶ TAX VALUE: \$242,320
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side	219 Industrial Dr.	\$ 563,320
Left side	Industrial Dr.	\$ 163180
Rear	129 Rankin Blvd. Ext. A-C	
Across street	210 Industrial Dr	\$470,810

TAXES/LIENS -

Taxes – CURRENT 2 \$800 LOT MOWING LIENS

VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\ DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK –YES

CODE ENFORCEMENT HISTORY

- ▶ 9 PRIOR VIOLATIONS
- ▶ CURRENT STATUS – OPEN- CHAP 34 CASE

123 Industrial Dr.

Item # 15.





506 E. Jackson St.

BASIC INFORMATION

- ▶ PARCEL: 089F-30-120-00
- ▶ CASE: 32987
- ▶ WARD: 4
- ▶ TAX VALUE: \$9,940
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

- ▶ Right side Cemetery
- ▶ Left side 512 E. Jackson ST \$ 60,060
- ▶ Rear Vacant Land
- ▶ Across street Church St. School Track

TAXES/LIENS -

Taxes – Current No city liens

VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE- YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\ DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK - YES

CODE ENFORCEMENT HISTORY

- ▶ 7 PRIOR VIOLATIONS
- ▶ CURRENT STATUS – 1 OPEN CASE- CHAPTER 34
- ▶ OWNER LIVES ABROAD

506 E. Jackson St.







817 BLAIR ST.

BASIC INFORMATION

- ▶ PARCEL: 089J-31-172-00
- ▶ CASE : 25158
- ▶ WARD: 3
- ▶ TAX VALUE OF STRUCTURE: \$5,340.00
- ▶ VACANT: YES
- ▶ REPAIRABLE: POSSIBLY

NEARBY STRUCTURES / TAXES

Right side	424 Park St.	\$77,660
Left side	815 Blair St.	\$64,160
Rear	facing alley	\$ 9210
Across street	n/a	

TAXES/LIENS -

Taxes – current

VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\ DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK – YES

CODE ENFORCEMENT HISTORY

- ▶ 7 PRIOR VIOLATIONS
- ▶ CURRENT STATUS – OPEN- CHAP 34 CASE
- ▶ Property has been vacant for many years and has not been maintained. The structures are not secure and homeless people are sleeping in the house. This dilapidated house and outbuildings need to be demolished as soon as possible.









1810 S. Veterans Blvd.

- ▶ PARCEL: 112J-09-028-00
- ▶ CASE : 32981
- ▶ WARD: 5
- ▶ TAX VALUE OF STRUCTURE: \$14,510
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY STRUCTURES / TAXES

Right side

Left side	815 Blair St.	\$64,160
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Rear	facing alley	\$ 9210
------	--------------	---------

Across street n/a

TAXES/LIENS -

Taxes – current

VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK – YES

CODE ENFORCEMENT HISTORY

- ▶ 5 PRIOR VIOLATIONS
- ▶ CURRENT STATUS – OPEN- CHAP 34 CASE
- ▶ Property has been vacant for many years and has not been maintained. This dilapidated house and outbuildings need to be demolished as soon as possible.

1810 S. VETERANS BLVD.

Item # 15.









AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 5, 2021

SUBJECT: IN THE MATTER OF REVIEW/APPROVAL OF APPOINTMENT OF JOEL A. (TONY) CARROLL TO THE TUPELO LICENSE COMMISSION TN

Request:

The administration requests approval of the Mayor's appointment of Joel A. (Tony) Carroll to serve as the General Contractor representative on the Tupelo License Commission.

Joel A. (Tony) Carroll
3449 Old Town Circle
Tupelo, Ms. 38804
Home: 662-842-7928
Office: 662-256-8472 Amory
Cell: 662-256-6535 Preferred
Office: 662-842-4788 Tupelo
tony@sandersonconstruction.com

Work History:

2018- Present President Sanderson Construction Co Inc
3004 Cliff Gookin Blvd
Tupelo, MS. 38801
Home office, Amory, MS

1994-2018 Vice President/Construction Manager, Sanderson Construction Co. Inc.
P.O. Box 393 Amory Ms. 662-256-8472
Responsible day to day operations and management of a commercial construction company, estimating, procuring and handling multiple projects.

1987-1993 Estimator/ Project Manager, Pryor Construction Inc.
Cliff Gookin Blvd. Tupelo, Ms. 38801

1983-1986 Residential Contractor/ Developer

1977-1983 Instructor of Mechanical Drawing / Industrial Education
Tupelo High School 101 Varsity Drive Tupelo, MS. 38801

1975-1976 Instructor of Industrial Education / Building Trades
Moss Point City Schools, Moss Point, MS

Education:

1975 Graduate Mississippi State University, BS Industrial Education
1973 Graduate Itawamba Junior College, ASA Industrial Education
OSHA 10 hour training
Construction Estimating Institute training 1999

Professional Associations / Development:

Mississippi Associated Builders and Contractors

Currently: Past President

2006- Mississippi "Construction Man of the Year"

2006- 2010 Chairman of Mississippi Workforce Development Committee

2003 - Chairman of the Board

2001 - 2004 Executive Committee

1991 - 2000 Board of Directors

1994 - 1999 Chairman of Education Committee

National Associated Builders and Contractors

2002 - 2004 National Board of Directors

Mississippi Construction Education Foundation

Member of founding committee

Board of directors from founding to 2002

Trustee- Builders & Contractors Associations of Mississippi, Self Insured Fund

Trustee- AmFed Insurance Holding Company

Member- National Association of State Contractor Licensing Agencies

Member American Council for Construction Education

Selected in 2015 as Mississippi State University lifetime Fellow

State Offices:

2005-2010 State Board of Contractors Member (State of Mississippi)

Re-appointed by Governor Barbour 2011 to Board of Contractors

Re-appointed by Governor Bryant in 2015 to Board of Contractors

Re-appointed by Governor Reeves in 2020 to board of Contractors

Currently serve as Chairman of the Board

Past and Present Involvement with Construction Education:

Skills USA project manager for Teamworks competition state level

Advisory Council University of Southern Ms. School of Construction Technology

Advisory Council Mississippi State University, College of Architecture Art and Design

Advisory Council Northeast Mississippi Community College Construction Technology

Organized and participated in MSU/ABC Construction Education Initiative 2000

Worked to organize the Mississippi State Construction Science Program, now an accredited construction education degree in MSU College of Architecture, Art and Design

Taught Adult Craft classes in construction at ICC from 1986 - 1993

Advisory Board President, Mississippi State University Building Construction Science

Industry Council member Tupelo, Monroe, Amory and Pontotoc public schools

Received ABC's "Friend of Education" recognition in 1999

Personal Data;

Married to Christy Hickman Carroll (Carver elementary school principal)

Children: Jay 44, Nicholas 41 and Hillary 34

Six Grandchildren

Member Harrisburg Baptist Church (since 1984)

Member Gideons International

Born in Pontotoc, moved to Moss Point in 1976, moved to Tupelo in 1977.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 5, 2021

SUBJECT: IN THE MATTER OF REVIEW/APPROVAL OF REAPPOINTMENT OF
SCOTT ANDERSON DAVIS TO THE TUPELO PLANNING COMMITTEE
TN

Request:

The administration requests approval of the Mayor's reappointment of Scott Anderson Davis to a four year term on the Tupelo Planning Committee effective October 5, 2021.

Scott A. Davis Bio

10/5/21

Scott Anderson Davis has been a member of the Tupelo Planning Committee for over 10 years, serving as Chairman in 2014 and 2021. Scott has been a licensed contractor since 2007 and is the owner of Scott Davis Construction, LLC, a construction firm that specializes in custom home building and remodeling. Scott is a member of First Baptist Church Tupelo and has served on several construction mission trips to Nicaragua and Ecuador. Scott graduated with a business degree from the University of Mississippi in 2005 and from Tupelo High School in 2001. Scott and his wife Emily are both lifelong residents of Tupelo. They have three children, Will (8), Parker (5), and Lucy (2).



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 5, 2021

SUBJECT: IN THE MATTER OF REVIEW/APPROVAL OF REAPPOINTMENT OF
PATRICIA (PATTI) THOMPSON TO THE TUPELO PLANNING
COMMITTEE TN

Request:

The administration requests approval of the Mayor's reappointment of Patricia (Patti) Thompson to a four year term on the Tupelo Planning Committee effective October 5, 2021.

PATTI THOMPSON BIO**10/5/21**

Patricia (Patti) Thompson came to Tupelo in 1979 from Houston, Texas. She was head of customer service for Texas Office Supply for 3 years, moving to Hagerman Electric as an executive secretary as well as assisting in preparing the nonunion electrical apprentice classes. She also earned 750 hours as a volunteer in the emergency & maternity wards of the Texas Memorial Hospital System.

Patti came to Way-Fil Jewelry in September 1979 as a secretary and ended up in the apprentice bench jeweler and jewelry appraisal courses becoming a Certified Gemologist Appraiser and a Certified Bench Jeweler. In the late 1980's Patti enrolled at Liberty University's distance learning programs to study the Old Testament. She quickly came to use her volunteer hours as a board member at Tupelo Community Theatre, the Mississippi Jewelers Association, the North Mississippi Gem & Mineral Club, the Tupelo-Lee Humane Society and the Southern Heights Neighborhood Association. She assisted in setting the syllabus for the Tupelo Police Academy and was the first female graduate from the Tupelo Police Reserve Unit.

Patti purchased Way-Fil Jewelry from the original owners in 1985 and is still there today. She won the International Society of Appraisers "Lamp of Knowledge" award in 2004 for her article on watch appraising and has written several short stories for books, including the "Chicken Soup" books. She and her husband, Stephen Thompson won the Cat Writers Association Muse Medallion Award for their book "Cat Hymns" in 1998.

In 2009, she was appointed to the Tupelo Planning Committee and is very proud to be still serving on the committee.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 5, 2021

SUBJECT: IN THE MATTER OF REVIEW/APPROVAL OF APPOINTMENT OF TERRY BULLARD TO THE TUPELO MAJOR THOROUGHFARE PLAN CITIZENS LOBBYING AND OVERSIGHT COMMITTEE **TN**

Request:

The administration requests approval of the Mayor's appointment of Terry Bullard to a four year term on the Tupelo Major Thoroughfare Plan Citizens Lobbying and Oversight Committee (Major Thoroughfare Committee) effective October 5, 2021.

Terry Bullard

Item # 19.

701 Clift Rd., Tupelo, MS 38804

Retired effective 03/31/2021 after 48 of banking and financial services experience. Plans are to continue to be active in business, our community, and church.

 terryb5068@gmail.com



 Tupelo, MS, USA

WORK EXPERIENCE

Senior Vice President
Security Bank

05/1973 - 06/1986

Coriinth, MS

Executive Vice President
Southern Financial Services

06/1986 - 06/2001

Corinth, MS

Senior Vice President and Director of Asset Management
Renasant Bank

06/2001 - 03/2021

Tupelo, MS

Board Member
The Troxel Company

03/2021 - Present

Moscow, TN

CERTIFICATES

Certified Financial Planner (09/1988 - Present)

EDUCATION

BS Business Administration/ Accounting
Mississippi State University

05/1970 - 05/1973

Starkville, MS

School of Banking of the South
Louisiana State University

06/1975 - 06/1978

Baton Rouge, LA

SKILLS

Skill

VOLUNTEER EXPERIENCE

President
Rotary Club

President
Alliance Economic Development

Board Member
Mississippi Economic Council

President
Good Samaritan Free Clinic

Treasurer
Girl Scouts Heart of the South

Board Member
NE Mississippi Financial Planning Associates

ORGANIZATIONS

Financial Planning Association

HONOR AWARDS

LANGUAGES

Language
Full Professional Proficiency

SUPPORTED CAUSES

Cause

INTERESTS

I have had interest in the accomplishments of the Major Thoroughfare Committee for many years.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Jackie Clayton, Chief
DATE September 20, 2021
SUBJECT: IN THE MATTER OF SURPLUSING A PATROL VEHICLE **JC**

Request:

Please accept this letter of request to surplus a 2007 Ford Crown Victory Police Vehicle, VIN# 2FAFP71W27X149013, to the City of Brooksville Police Department for \$1.00. The Police Chief in Brooksville MS has requested a patrol vehicle to add to their fleet. This vehicle has high miles on it and is no longer being used by the City Of Tupelo.



Mississippi
Est. 1876

P.O. Box 256, 100 East Main Street Brooksville, MS 39739
Office: 662-738-5531, Fax 662-738-5020
Email: townofbrooksville@yahoo.com
Website: www.brooksvillems.org

Honorable Earlie Henley, Jr.
Mayor

Monica Chandler Sanders
Municipal Clerk
Tochonda Brooks
Deputy Clerk

Chynnee Bailey
Attorney

Honorable Dorothy Stewart
Municipal Court Judge
Reginald Adams
Police Chief

Board of Aldermen
Annie Anthony Brooks
Kelvin Bibbs
Lacey Holmes
De'Angelo Johnson
Wallace Phillips

TO: Chief Jackie Clayton; Deputy Chief Anthony Hill; Mayor Todd Jordan and Councilman/lady

FROM: Chief Reginald D. Adams (Brooksville Police Dept.)

DATE: September 15th, 2021

SUBJECT: Donation of vehicles

I was appointed Chief of Police on September 7, 2021, one of my goals were to determine what could be done to make the department better and provide safety to all citizens. As of now the grant funding for this year is closed until 2022, and our town only have (1) one running vehicle and (2) outdated Crown Vic's with transmission problem which is used to patrol our town which have a population of 1300 people also which Alternate 45 a major highway travel through our town. We have a staff of 7 officer's as of now patrolling the town.

Although we have some support, due to budget and funds we are unable to complete this task alone. Having better equipment and vehicles, will make a substantial difference in our town. If the City of Tupelo could donate some of your older vehicle would be a great help and asset to our town and police department.

If there are any questions or clarifications needed, please do not hesitate to contact me or via information above.

Thanks,

Chief Reginald D. Adams



AGENDA REQUEST

TO: Mayor and City Council
FROM: Jackie Clayton, Chief
DATE September 29, 2021
SUBJECT: IN THE MATTER OF SURPLUS 4 MOTORCYCLES FOR TRADE **JC**

Request:

Please accept this letter of request to surplus the following Motorcycles for trade:
2016 Harley Davidson FLHTP Electra Glide Police, VIN#1HD1FMM12GB663239
2016 Harley Davidson FLHTP Electra Glide Police, VIN#1HD1FMM1XGB662324
2015 Harley Davidson Ultra Motorcycle, VIN# 1HD1FMM1XFB629841
2015 Harley Davidson Ultra Motorcycle, VIN# 1HD1FMM14FB629656



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Parks and Recreation Director

DATE September 16, 2021

SUBJECT: IN THE MATTER OF APPROVE/REJECT TUPELO SPORTS COUNCIL CONTRACTS

Request:

Please approve the following FY2021-2022 contracts:

Friends of the Park Agreements
Tupelo Aquatic Group Agreements
Tupelo City Museum Association Agreements
Tupelo Disc Golf Association Agreements
Tupelo Fourth of July Celebration Agreements
Tupelo Softball Association Agreements
Tupelo Skatepark Association Agreements
Tupelo Tennis Association Agreements
Tupelo Therapeutic Recreation Association Agreements
Tupelo Youth Baseball Association Agreements
Tupelo Youth Soccer Association Agreements
Veterans Council Agreements

FRIENDS OF THE PARK AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the FRIENDS OF THE PARK (hereinafter “FOP”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the Association is an organization comprised of citizens who are members of FOP, provides assistance to the City through fundraising efforts and volunteer services which benefits the Parks and Recreation Department (“TPR”); and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to FOP and FOP will provide assistance to the City through fundraising efforts which benefit all the parks.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and FOP mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to FOP and FOP to provide assistance to the City through fundraising efforts which benefit all the parks.

SECTION 2. The term of this Agreement shall be from October 1, 2021, and ending on September 30, 2022.

SECTION 3. The City of Tupelo will provide supervision and administration of all City event activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and FOP on all issues relating to the event programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. FOP will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the parks.

SECTION 7. FOP agrees to operate concessions stands and vendor revenue. All revenues derived from concessions are retained by FOP.

SECTION 8. FOP may sponsor this event only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator.

Revenues derived by FOP from event will be used to cover expenses associated with conducting such event including but not limited to: fees, souvenirs, programs, security and awards. For all City –sponsored events, FOP agrees to provide volunteer support and, in exchange for such support, the City agrees that FOP will retain all revenues derived from gate receipts and vendor services.

SECTION 9. All revenues derived by FOP will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) 3 not-for-profit corporation. FOP shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide FOP with a monthly report of all deposits and expenditures. FOP will pay unto TSC an administrative fee per event. An agreement between FOP and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. FOP agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of FOP officers complete with addresses and telephone numbers.

SECTION 11. FOP shall notify City of all FOP regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 12. Each October, FOP may provide to the City a list of goals, projects and/or objectives for the coming year upon request. Any item purchased by FOP and for which FOP desires to give the City for use at the facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 13. FOP may provide the City with an annual projected budget at the beginning of each new contract year (October 1) upon request. FOP agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 14. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it's option terminate this Agreement. Upon termination FOP's funds shall be returned to it by TSC and FOP\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

FRIENDS OF THE PARK

By:  _____
President Melanie Kight

FRIENDS OF THE PARK AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), FRIENDS OF THE PARK (hereinafter "FOP") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the city desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the FOP, is an organization comprised of members of FOP. FOP provides financial assistance to the City through fundraising efforts and volunteer services, which benefits all the parks; and

WHEREAS, the TSC is a 501 (c) (3) corporation created for charitable purposes to promote youth sports activities and recreation within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and FOP desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, FOP and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and FOP to utilize TSC as a financial administrator and marketing organization for all associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2021 and ending September 30, 2022.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and FOP.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from FOP and other associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and FOP.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and FOP. Administrative and professional fees for these services will be shared by all City sports organizations. TSC will determine the amount FOP will pay for these services on an annual basis.

SECTION 6. TSC will provide City and FOP within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and FOP, which will promote the activities, services and events of the FOP as well as other associations and the City's recreational program in general.

SECTION 8. City and FOP will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to FOP a percentage of marketing revenue associated with FOP programs. All marketing proposals for FOP must be approved by the City and FOP prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and special called meetings and will allow a city representative to attend such meetings. Under TSC by-laws, FOP's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

October 1, 2021 to September 30, 2022

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
_____ day of _____ 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

FRIENDS OF THE PARK

By: _____
President Melanie Kight

EXHIBIT A

October 1, 2021 to September 30, 2022

Tournament, Event and Activity Direction	\$35,000
General Administration	15,000
Travel	25,000
Training	7,500
Telephone	2,500

TUPELO AQUATIC GROUP AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the TUPELO AQUATIC GROUP (hereinafter "TAG").

WHEREAS, the city desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the city through its Parks and Recreation Department ("TPR") operates a youth swimming program; and

WHEREAS, the TAG, is an organization comprised of parents and youth who participate in the City's swimming program. TAG provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth swimming programs; and

WHEREAS, the City of Tupelo owns Tupelo Aquatic Center and operates a youth swimming program for the citizens of Tupelo; and

WHEREAS, both parties desire to enter into a written agreement whereby the city will provide administrative assistance to TAG and TAG will provide assistance to the City through fundraising efforts which benefit the city's swimming programs and facilities.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this Agreement, the City, and TAG mutually agree as follows:

SECTION 1. The purpose of the Agreement is to define the terms for the City to provide administrative assistance to TAG and TAG to provide financial assistance to the City through its fundraising efforts for the benefit of the City's swimming programs, services and facilities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2021 and ending September 30, 2022.

SECTION 3. The City shall provide supervision and administration of all City swimming activities, programs and events.

SECTION 4. A City Parks and Recreation Department Aquatics Director assigned by the Department Director shall serve as the liaison between the City and TAG on all issues relating to the City's swimming programs and activities.

SECTION 5. City will provide maintenance of Tupelo Aquatic Center.

SECTION 6. TAG will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the swim program.

SECTION 7. TAG may sponsor and schedule swim meets, practices, and clinics only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the facilities coordinator at any TAG-sponsored event.

SECTION 8. TAG will manage the registration of their aquatic programs on a yearly basis. They will be responsible for collecting applications and fee.

SECTION 9. Both parties acknowledge that TAG will pay a facilities.

SECTION 10. Revenues derived by TAG from swim meet entry fees will be used to cover expenses associated with conducting such swim meet including but not limited to: swim meet officials, fees, souvenirs, programs, security and awards. For all City-sponsored swim meets, TAG agrees to provide volunteer support and, in exchange for such support, the City agrees that TAG will retain all revenues derived from entry fees, gate receipts and vendor services.

SECTION 11. All revenues derived by TAG will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) 3 not-for-profit corporation. TAG shall deposit all funds into the TSC account. No deposits or changes of monies will be handled

through the Department of Parks and Recreation. TSC will provide FOP with a monthly report of all deposits and expenditures. TAG will pay unto TSC an administrative fee per event. An agreement between TAG and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 12. TAG is a certified affiliate of USA Swimming and shall maintain liability insurance coverage as provided to it through such affiliation and shall assure the City that at all time during which it uses the pool it will follow reasonable practices as required by USA Swimming so as to assure the safety of all participants.

SECTION 13. TAG agrees that all TAG participants will register with the city via the Tupelo Parks and Recreation Department.

SECTION 12. TAG agrees that all Board Members, Head Coaches, Assistant Coaches, and Officials will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 13. TAG agrees to provide City with a current constitution, by-laws, pertinent tax information; policies and procedures information and a list of TAG officers complete with addresses and phone numbers.

SECTION 14. Each October, TAG may provide to City upon request a list of goals, projects and/or objectives for the coming year. Any item purchased by TAG and for which TAG desires to give to the City for use at the City swimming facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 15. TAG may provide City upon request an annual projected budget at the beginning of each new contract year (October 1). TAG agrees to allow TSC to provide City with a monthly financial statement.

SECTION 16. TAG and City agree to provide approved lifeguards on deck as per the industry standard during non-pool hours.

SECTION 17. TAG shall notify City of all TAG regular meetings and a City representative may attend such meetings.

SECTION 18. TAG agrees to secure all entrances to the pool facility during non-pool hours and while using the pool for TAG activities.

SECTION 19. TAG agrees to be a member of the Tupelo Sports Council (TSC) and upon request provide an annual list of goals/objectives and a projected budget for its marketing activities to the City and TSC. TSC will pay to TAG a percentage of marketing revenue associated with TAG programs. All marketing proposals for TAG must be approved by the City prior to implementation of a marketing program.

SECTION 20. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO AQUATIC GROUP

By:  _____
President Ann Blair Huffman

TUPELO AQUATIC GROUP AND TUPELO SPORTS COUNCIL AGREEMENT

Item # 22.

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO AQUATIC GROUP (hereinafter "TAG") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TAG, is an organization comprised of parents and children who participate in the City's swimming program. TAG provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth swimming programs; and

WHEREAS, the TSC is a 501 (c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TAG desires to use TSC as a financial administrator for all City sports associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TAG and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TAG to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2021 and ending September 30, 2022.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TAG.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TAG and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TAG.

SECTION 5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TAG. Professional fees for the CPA services will be shared equally by all City sports organizations.

SECTION 6. TSC, with the assistance of the CPA, will provide City and TAG within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and TAG, which will promote the activities, services and events of the TAG as well as other sports associations and the City's recreational program in general.

SECTION 8. City and TAG may provide upon request an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TAG a percentage of marketing revenue associated with TAG programs. All marketing proposals for TAG must be approved by the City and TAG prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TAG's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the

appropriate sports or recreation organization requiring the services, or in the case of general administration to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Item # 22.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost


October 1, 2021 to September 30, 2022

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By:  _____
President Jim Ingram

TUPELO AQUATIC GROUP

By:  _____
President Ann Blair Huffman

TUPELO CITY MUSEUM ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the TUPELO CITY MUSEUM ASSOCIATION (hereinafter "TCMA").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the Association is an organization comprised of citizens who are members of TCMA, provides assistance to the City through fundraising efforts and volunteer services which benefits the Parks and Recreation Department ("TPR"); and

WHEREAS, both parties' desires to enter into a written agreement whereby the City will provide administrative assistance to TCMA and TCMA will provide assistance to the City through fundraising efforts which benefit all the parks.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TCMA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TCMA and TCMA to provide assistance to the City through fundraising efforts which benefit all the parks.

SECTION 2. The term of this Agreement shall be from October 1, 2021, and ending on September 30, 2022.

SECTION 3. The City of Tupelo will provide supervision and administration of all City event activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and TCMA on all issues relating to the event programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. TCMA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the parks.

SECTION 7. TCMA agrees to operate concessions stands and vendor revenue. All revenues derived from concessions are retained by TCMA.

SECTION 8. TCMA may sponsor this event only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator.

SECTION 9. Revenues derived by TCMA from event will be used to cover expenses associated with conducting such event including but not limited to: fees, souvenirs, programs, security and awards. For all City –sponsored events, TCMA agrees to provide volunteer support and, in exchange for such support, the City agrees that TCMA will retain all revenues derived from gate receipts and vendor services.

SECTION 10. All revenues derived by TCMA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) 3 not-for-profit corporation. TCMA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC may provide TCMA with a monthly report of all deposits and expenditures. TCMA will pay unto TSC an administrative fee per event. An agreement between TCMA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 11. TCMA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TCMA officers complete with addresses and telephone numbers.

SECTION 12. TCMA shall notify City of all TCMA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 13. Each October, TCMA may provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TCMA and for which TCMA desires to give the City for use at the facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 14. TCMA may provide City with an annual projected budget at the beginning of each new contract year (October 1). TCMA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 15. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it's option terminate this Agreement. Upon termination TCMA's funds shall be returned to it by TSC and TCMA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 27 day of September, 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

CITY MUSEUM ASSOCIATION

By: x Boyd Yarbrough
President Boyd Yarbrough

TUPELO CITY MUSEUM ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), FRIENDS OF THE PARK (hereinafter "TCMA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TCMA, is an organization comprised of members of TCMA. TCMA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits all the parks; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities and recreation within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TCMA desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TCMA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TCMA to utilize TSC as a financial administrator and marketing organization for all associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2021 and ending September 30, 2022.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TCMA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TCMA and other associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TCMA.

SECTION 5. TSC will perform the actual financial transactions and will provide all financial reports, documents, etc. to the City, TSC and TCMA. Administrative and professional fees for the services will be shared by all City organizations.

SECTION 6. TSC will provide City and TCMA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and TCMA, which will promote the activities, services and events of the TCMA as well as other associations and the City's recreational program in general.

SECTION 8. City and TCMA may provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TCMA a percentage of marketing revenue associated with TCMA programs. All marketing proposals for TCMA must be approved by the City and TCMA prior to implementation of a marketing program.

SECTION 9. TCMA will notify TSC and City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TCMA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the

appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

October 1, 2021 to September 30, 2022

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 27 day of SEPTEMBER 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

CITY MUSEUM ASSOCIATION

By: X Boyd Yarbrough
President Boyd Yarbrough

TUPELO DISC GOLF ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO DISC GOLF ASSOCIATION (hereinafter “TDGA”).

WHEREAS, the city desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the city through its Parks and Recreation Department (“TPR”) operates a disc golf program; and

WHEREAS, the Association is an organization comprised of citizens who participate in the City’s Disc Golf programs, provides assistance to the city through fundraising efforts and volunteer services which benefits the Disc Golf programs; and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to TDGA and TDGA will provide assistance to the City through fundraising efforts which benefit the Disc Golf programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TDGA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the city to provide administrative assistance to TDGA and TDGA to provide assistance to the City through fundraising efforts which benefit the Disc Golf programs, facilities and activities.

SECTION 2. The term of this Agreement shall be from one (1) year beginning on October 1, 2021 and ending on September 30, 2022.

SECTION 3. The City of Tupelo will provide supervision and administration of all City Disc Golf activities and functions.

SECTION 4. A City Parks and Recreation Department Director assigned by the Department Director will serve as the liaison between the City and TDGA on all issues relating to the City Disc Golf programs and activities.

SECTION 5. The city will provide maintenance of all municipal facilities.

SECTION 6. TDGA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the Disc Golf program.

SECTION 7. TDGA agrees to operate concessions stands on City Disc Golf at events. TDGA must purchase and stock all concessions inventory and provide for staffing of each concessions stand. All revenues derived from concessions are retained by TDGA.

SECTION 8. TDGA may sponsor and schedule Disc Golf tournaments, camps, clinics and/or lessons only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator at any TDGA-sponsored tournament.

SECTION 9. Revenues derived by TDGA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game officials, fees, souvenirs, programs, security and awards. For all City – sponsored tournaments, TDGA agrees to provide volunteer support and, in exchange for such support, the City agrees that TDGA will retain all revenues derived from gate receipts and vendor services.

SECTION 10. All revenues derived by TDGA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) 3 not-for-profit corporation.

TDGA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TDGA with a monthly report of all deposits and expenditures. TDGA will pay unto TSC an administrative fee per event. An agreement between TDGA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 11. TDGA agrees that all TDGA participants will be registered with the City via the TPR.

SECTION 12. TDGA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 13. TDGA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TDGA officers complete with addresses and telephone numbers.

SECTION 14. TDGA shall notify City of all TDGA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 15. Each October, TDGA may provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TDGA and for which TDGA desires to give the City for use at the City Disc Golf facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 16. TDGA may provide City with an annual projected budget at the beginning of each new contract year (October 1). TDGA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 17. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TDGA's funds shall be returned to it by TSC and TDGA\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of 29 SEP, 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO DISC GOLF ASSOCIATION

By: 
President Sean Portilla

TUPELO DISC GOLF ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO DISC GOLF ASSOCIATION (hereinafter "TDGA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TDGA, is an organization comprised of parents and children who participate in the City's disc golf program. TDGA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth Disc Golf programs; and

WHEREAS, the TSC is a 501 (c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TDGA desires to use TSC as a financial administrator for all City sports associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TDGA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TDGA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2021 and ending September 30, 2022.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TDGA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TDGA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TDGA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TDGA. Administrative and professional fees for the services will be shared equally by all City sports organizations.

SECTION 6. TSC will provide City and TDGA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and TDGA, which will promote the activities, services and events of the TDGA as well as other sports associations and the City's recreational program in general.

SECTION 8. City and TDGA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TDGA a percentage of marketing revenue associated with TDGA programs. All marketing proposals for TDGA may be approved by the City and TDGA prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TDGA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

October 1, 2021 to September 30, 2022

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of 29 SEP 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO DISC GOLF ASSOCIATION

By: _____
President Sean Portilla

TUPELO FOURTH OF JULY CELEBRATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO FOURTH OF JULY CELEBRATION ASSOCIATION (hereinafter “TFJCA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department (“TPR”) offers a Fourth of July Celebration event; and

WHEREAS, the Association is an organization comprised of citizens who are members of TFJCA, provides assistance to the City through fundraising efforts and volunteer services which benefits this event; and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to TFJCA and TFJCA will provide assistance to the City through fundraising efforts which benefit this event, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TFJCA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TFJCA and TFJCA to provide assistance to the City through fundraising efforts which benefit this event, facilities and activities.

SECTION 2. The term of this Agreement shall be from October 1, 2021 and ending on September 30, 2022.

SECTION 3. The City of Tupelo will provide supervision and administration of all City event activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and TFJCA on all issues relating to the event programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. TFJCA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the event program.

SECTION 7. TFJCA agrees to operate concessions stands and vendor revenue. All revenues derived from concessions are retained by TFJCA.

SECTION 8. TFJCA may sponsor this event only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator.

Revenues derived by TFJCA from event will be used to cover expenses associated with conducting such event including but not limited to: fees, souvenirs, programs, security and awards. For all City –sponsored events, TFJCA agrees to provide volunteer support and, in exchange for such support, the City agrees that TFJCA will retain all revenues derived from gate receipts and vendor services.

SECTION 9. All revenues derived by TFJCA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) (3) not-for-profit corporation. TFJCA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TFJCA with a monthly report of all deposits and expenditures. TFJCA will pay unto TSC an administrative fee per event. An agreement between TFJCA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. TFJCA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TFJCA officers complete with addresses and telephone numbers.

SECTION 11. TFJCA shall notify City of all TFJCA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 12. Each October, TFJCA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TFJCA and for which TFJCA desires to give the City for use at the facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 13. TFJCA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TFJCA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 14. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TFJCA's funds shall be returned to it by TSC and TFJCA\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____

_____, 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO FOURTH OF JULY CELEBRATION
ASSOCIATION

By:  _____
President David Dillard

**TUPELO FOURTH OF JULY CELEBRATION ASSOCIATION AND TUPELO SPORTS
COUNCIL AGREEMENT**

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO FOURTH OF JULY CELEBRATION ASSOCIATION (hereinafter "TFJCA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TFJCA, is an organization comprised of members of TFJCA. TFJCA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the July Celebration; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities and recreation within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TFJCA desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TFJCA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TFJCA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2021 and ending September 30, 2022.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TFJCA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TFJCA and other associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TFJCA.

SECTION 5. TSC perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TFJCA. Administrative and professional fees will be shared by all City sports organizations.

SECTION 6. TSC will provide City and TFJCA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and TFJCA, which will promote the activities, services and events of the TFJCA as well as other sports associations and the City's recreational program in general.

SECTION 8. City and TFJCA may provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TFJCA a percentage of marketing revenue associated with TFJCA programs. All marketing proposals for TFJCA must be approved by the City and TFJCA prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TFJCA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

October 1, 2021 to September 30, 2022

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO FOURTH OF JULY CELEBRATION
ASSOCIATION

By: _____
President David Dillard

TUPELO SOFTBALL ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO SOFTBALL ASSOCIATION (hereinafter “TSA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department (“TPR”) operates a youth softball program; and

WHEREAS, TSA, an organization comprised of parents of children who participate in the City’s youth softball program, provides assistance to the City through fundraising efforts and volunteer services which benefits the youth softball program; and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to TSA and TSA will provide assistance to the City through fundraising efforts which benefit the youth softball programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TSA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TSA and TSA to provide assistance to the City through fundraising efforts which benefit the youth softball programs, facilities and activities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2021 and ending September 30, 2022.

SECTION 3. The City of Tupelo will provide supervision and administration of all City youth softball activities and functions.

SECTION 4. A City Parks and Recreation Department Sports Director assigned by the Department Director will serve as the liaison between the City and TSA on all issues relating to the City softball programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities and playing fields utilized for the youth softball program.

SECTION 6. TSA/City of Tupelo will not allow outside organizations the right to use city property to run/organize/promote a program that the City of Tupelo/TSA already offers.

SECTION 7. Any organization attempting to run/operate a program that is not offered by the City of Tupelo/Tupelo Parks and Recreation Department must be approved by the Tupelo Parks Advisory Board and the Director of Tupelo Parks and Recreation.

SECTION 8. TSA agrees to obtain team sponsors for City youth softball teams.

SECTION 9. TSA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the softball program.

SECTION 10. TSA agrees to operate concessions stand on City playing field at games during the designated youth softball season and for any City-approved tournament games. TSA must purchase and stock all concessions inventory and provide for staffing each concessions stand. All revenues derived from concessions are retained by TSA.

SECTION 11. TSA may sponsor and schedule youth softball tournaments, camps and clinics only with approval of the City. The parties agree that all tournaments will have a Tournament Director approved by TPRD. The parties agree that all tournaments will have a tournament Director approved by TPR and the Director will be compensated at the rate of \$25.00 an hour not to exceed \$600.00 per tournament.

Revenues derived by TSA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game

officials, fees, souvenirs, programs, security and awards. For all City-sponsored tournaments, TSA agrees to provide volunteer support and, in exchange for such support, the City agrees that TSA will retain all revenues derived from tournament fees, gate receipts and vendor services.

SECTION 12. All revenues derived by TSA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) (3) not-for-profit corporation. TSA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TSA with a monthly report of all deposits and expenditures. TSA will pay unto TSC an administrative fee per event. An agreement between TSA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 13. TSA agrees that all TSA participants will be registered with the City via the TPR.

SECTION 14. TSA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 15. TSA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TSA officers complete with addresses and telephone numbers.

SECTION 16. TSA shall notify City of all TSA regular meetings and a City representative may attend such meetings.

SECTION 17. Each October, TSA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TSA and for which TSA desires to give

the City for use at the City softball facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 18. TSA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TSA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 19. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TSA's funds shall be returned to it by TSC and TSA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SOFTBALL ASSOCIATION

By:  _____
President David Webb

TUPELO SOFTBALL ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO SOFTBALL ASSOCIATION (hereinafter "TSA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TSA, is an organization comprised of parents and children who participate in the City's softball program. TSA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth softball programs; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TSA desires to use TSC as a financial administrator for all City sports associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TSA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TSA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2021 and ending September 30, 2022.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TSA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TSA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TSA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TSA. Administrative and professional fees for the services will be shared equally by all City sports organizations.

SECTION 6. TSC will provide City and TSA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and TSA, which will promote the activities, services and events of the TSA as well as other sports associations and the City's recreational program in general.

SECTION 8. City and TSA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay unto TSA a percentage of marketing revenue associated with TSA programs. All marketing proposals for TSA must be approved by the City and TSA prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TSA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event

General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

October 1, 2021 to September 30, 2022

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
day of _____ 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO SOFTBALL ASSOCIATION

By: _____
President David Webb

TUPELO SKATE PARK ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the TUPELO SKATE PARK ASSOCIATION (hereinafter "TSPA").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department ("TPR") operates a skate park program; and

WHEREAS, the Association is an organization comprised of citizens who participate in the City's skatepark programs, provides assistance to the City through fundraising efforts and volunteer services which benefits the Skate park programs; and

WHEREAS, both parties' desires to enter into a written agreement whereby the City will provide administrative assistance to TSPA and TSPA will provide assistance to the City through fundraising efforts which benefit the Skate park programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TSPA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TSPA and TSPA to provide assistance to the City through fundraising efforts which benefit the Skate park programs, facilities and activities.

SECTION 2. The term of this Agreement shall be from one (1) year beginning on October 1, 2020 and ending on September 30, 2021.

SECTION 3. The City of Tupelo will provide supervision and administration of all City skatepark activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and TSPA on all issues relating to the City skatepark programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. TSPA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the skatepark program.

SECTION 7. TSPA agrees to operate concessions stands on City Skate Park at events. TSPA must purchase and stock all concessions inventory and provide for staffing of each concessions stand. All revenues derived from concessions are retained by TSPA.

SECTION 8. TSPA may sponsor and schedule skatepark tournaments, camps, clinics and/or lessons only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator at any TSPA-sponsored tournament.

Revenues derived by TSPA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game officials, fees, souvenirs, programs, security and awards. For all City –sponsored tournaments, TSPA agrees to provide volunteer support and, in exchange for such support, the City agrees that TSPA will retain all revenues derived from tournament fees, gate receipts and vendor services.

SECTION 9. All revenues derived by TSPA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501(c) (3) not-for-profit corporation. TSPA shall deposit all funds into the TSC account. No deposits or changes of monies will be

handled through the Department of Parks and Recreation. TSC will provide TSPA with a monthly report of all deposits and expenditures. TSPA will pay unto TSC an administrative fee per event. An agreement between TSPA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. TSPA agrees that all TSPA participants will be registered with the City via the TPR.

SECTION 11. TSPA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 12. TSPA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TSPA officers complete with addresses and telephone numbers.

SECTION 13. TSPA shall notify City of all TSPA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 14. Each October, TSPA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TSPA and for which TSPA desires to give the City for use at the City skatepark facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 15. TSPA may provide City with an annual projected budget at the beginning of each new contract year (October 1). TSPA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.


SECTION 16. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TSPA's funds shall be returned to it by TSC and TSPA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 24th day of SEPTEMBER, 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SKATE PARK ASSOCIATION

By:  _____
President Matt Robinson

TUPELO SKATE PARK ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO SKATE PARK ASSOCIATION (hereinafter "TSPA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TSPA, is an organization comprised of parents and children who participate in the City's skate program. TSPA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth skate park programs; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TSPA desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City sports associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TSPA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TSPA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2021 and ending September 30, 2022.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TSPA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TSPA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TSPA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TSPA. Administrative and professional fees for the services will be shared by all City sports organizations.

SECTION 6. TSC, will provide City and TSPA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and TSPA, which will promote the activities, services and events of the TSPA as well as other sports associations and the City's recreational program in general.

SECTION 8. City and TSPA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TSPA a percentage of marketing revenue associated with TSPA programs. All marketing proposals for TSPA must be approved by the City and TSPA prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TSPA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

October 1, 2021 to September 30, 2022

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 24th
day of SEPTEMBER 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC

By: _____
President Jim Ingram

TUPELO SKATE PARK ASSOCIATION

By: _____
President Matt Robinson

TUPELO TENNIS ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the TUPELO TENNIS ASSOCIATION (hereinafter "TTA").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department ("TPR") operates a tennis program; and

WHEREAS, the Association is an organization comprised of citizens who participate in the City's tennis programs, provides assistance to the City through fundraising efforts and volunteer services which benefits the tennis programs; and

WHEREAS, both parties' desires to enter into a written agreement whereby the City will provide administrative assistance to TTA and TTA will provide assistance to the City through fundraising efforts which benefit the tennis programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TTA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TTA and TTA to provide assistance to the City through fundraising efforts which benefit the tennis programs, facilities and activities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2021 and ending on September 30, 2022.

SECTION 3. The City of Tupelo will provide supervision of all City tennis functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and TTA on all issues relating to the City tennis programs and activities.

SECTION 5. The City will provide for and pay maintenance of all municipal facilities and tennis courts utilized for the tennis program.

SECTION 6. TTA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the tennis program.

SECTION 7. All revenues derived by TTA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) (3) not-for-profit corporation. TTA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TTA with a monthly report of all deposits and expenditures. TTA will pay unto TSC an administrative fee per event. An agreement between TTA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 8. TTA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 9. TTA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TTA officers complete with addresses and telephone numbers.

SECTION 10. TTA shall notify City of all TTA regular meetings and a City representative may attend such meetings.

SECTION 11. Each October, TTA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TTA and for which TTA desires to give the City for use at the City tennis facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 12. TTA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TTA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 13. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination, TTA's funds shall be returned to TSC and TTA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 29 day of September, 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO TENNIS ASSOCIATION

By: Daniel Pounders
President Daniel Pounders

TUPELO TENNIS ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO TENNIS ASSOCIATION (hereinafter "TTA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TTA, is an organization comprised of parents and children who participate in the City's tennis program. TTA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth tennis programs; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TTA desire to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City sports associations.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants in this agreement, the City, TTA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TTA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2021 and ending September 30, 2022.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TTA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TTA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TTA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TTA. Administrative and professional fees for the services will be shared by all City organizations.

SECTION 6. TSC will provide City and TTA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and TTA, which will promote the activities, services and events of the TTA as well as other associations and the City's recreational program in general.

SECTION 8. City and TTA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TTA a percentage of marketing revenue associated with FOP programs. All marketing proposals for TTA must be approved by the City and TTA prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TTA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the

appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

October 1, 2021 to September 30, 2022

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 29 day of September 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO TENNIS ASSOCIATION

By: _____
President Daniel Ponders

TUPELO THERAPEUTIC RECREATION ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO THERAPEUTIC RECREATION ASSOCIATION (hereinafter “TTRA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the Association is an organization which promotes and provides assistance in therapeutic recreation programs and activities carried out by City’s Department of Parks and Recreation; and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to TTRA and TTRA will provide assistance in therapeutic recreation programs, activities and Department special events which benefit special populations.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TTRA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TTRA and TTRA to provide assistance in therapeutic recreation programs, activities and Department special events for the City.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2021 and ending on September 30, 2022.

SECTION 3. The City of Tupelo will provide supervision and administration of all City-sponsored therapeutic activities and functions.

SECTION 4. A City Parks and Recreation Department Director assigned by the Department Director will serve as the liaison between the City and TTRA on all issues relating to therapeutic recreation programs, activities and Department special events.

SECTION 5. The City will provide maintenance of all municipal facilities utilized for the therapeutic recreation programs and activities.

SECTION 6. TTRA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the therapeutic recreation programs and activities.

SECTION 7. TTRA will be allowed to collect registration fees for therapeutic recreation programs, rental of the Bel Air Center and Department special events. The fees will be used for the direct cost associated with the programs. All revenues derived from Association's sponsorship and fundraising activities are retained by Association.

SECTION 8. All revenues derived by TTRA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) 3 not-for-profit corporation. TTRA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TTRA with a monthly report of all deposits and expenditures. TTRA will pay unto TSC an administrative fee per event. An agreement between TTRA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 9. TTRA agrees that all TTRA participants will be registered with the City via the TPR.

SECTION 10. TTRA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 11. TTRA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TTRA officers complete with addresses and telephone numbers.

SECTION 12. TTRA shall notify City of all TTRA regular meetings and a City representative will attend such meetings.

SECTION 13. Each October, TTRA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TTRA and for which TTRA desires to give the City for use at the City facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 14. TTRA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TTRA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 15. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TTRA's funds shall be returned to it by TSC and TTRA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO THERAPEUTIC RECREATION
ASSOCIATION

By:  _____
President Pat Clark

**TUPELO THERAPUETIC RECREATION ASSOCIATION AND TUPELO SPORTS COUNCIL
AGREEMENT**

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), TUPELO THERAPUETIC RECREATION ASSOCIATION (hereinafter “TTRA”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TTRA, is an organization comprised of parents, children and senior citizens who participate in the City’s therapeutic program. TTRA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth therapeutic recreation; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote sports and recreation activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TTRA desires to use TSC as a financial administrator for all City associations’ monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City sports associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TTRA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TTRA to utilize TSC as a financial administrator and marketing organization for all sports and recreation associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2021 and ending September 30, 2022.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TTRA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TTRA and other sports and recreation associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TTRA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TTRA. Administrative and professional fees for the CPA services will be shared by all City sports and recreation organizations.

SECTION 6. TSC will provide City and TTRA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and TTRA, which will promote the activities, services and events of the TTRA as well as other sports and recreation associations and the City's recreational program in general.

SECTION 8. City and TTRA may provide upon request an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TTRA a percentage of marketing revenue associated with TTRA programs. All marketing proposals for TTRA must be approved by the City and TTRA prior to implementation of a marketing program.

SECTION 9. TSC may notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TTRA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event

General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

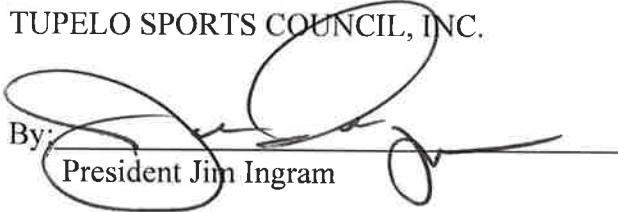
October 1, 2021 to September 30, 2022

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
day of _____ 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: 
President Jim Ingram

TUPELO THERAPUETIC RECREATION ASSOCIATION

By: 
President pat Clark

TUPELO YOUTH BASEBALL ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO YOUTH BASEBALL ASSOCIATION (hereinafter “TYBA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department (“TPR”) operates a youth baseball program; and

WHEREAS, the TYBA, an organization comprised of parents of children who participate in the City’s youth baseball program, provides assistance to the City through fundraising efforts and volunteer services which benefits the youth baseball program; and

WHEREAS, both parties desire to enter into a written agreement whereby the City will provide administrative assistance to TYBA and TYBA will provide assistance to the City through fundraising efforts which benefit the youth baseball programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TYBA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TYBA and TYBA to provide assistance to the City through fundraising efforts, which benefit the youth baseball programs, facilities and activities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2021 and ending on September 30, 2022.

SECTION 3. The City will provide supervision and administration of all City youth baseball activities and functions.

SECTION 4. A City TPR Sports Director assigned by the Department Director will serve as the liaison between the City and TYBA on all issues relating to the City youth baseball programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities and playing fields utilized for the youth baseball program.

SECTION 6. TYBA/City of Tupelo will not allow outside organizations the right to use city property to run/organize/promote a program that the City of Tupelo/TYBA already offers.

SECTION 7. Any organization attempting to run/operate a program that is not offered by the City of Tupelo/Tupelo Parks and Recreation Department must be approved by the Tupelo Parks Advisory Board and the Director of Tupelo Parks and Recreation.

SECTION 8. TYBA agrees to assist Sports Director to obtain team sponsors for City youth baseball teams.

SECTION 9. TYBA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the baseball program.

SECTION 10. TYBA agrees to operate concessions stand on City playing field at games during the designated youth baseball season and for any City-approved youth tournament games. TYBA must purchase and stock all concessions inventory and provide for staffing each concessions stand. All revenues derived from concessions are retained by TYBA.

SECTION 11. TYBA may sponsor and schedule youth baseball tournaments, camps and clinics only with approval of the City. The parties agree that all tournaments will have a Tournament Director approved by Tupelo Parks and Recreation.

Revenues derived by TYBA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game officials, fees, souvenirs, programs, security and awards. For all City approved tournaments, TYBA

agrees to provide volunteer support and, in exchange for such support, the City agrees that TYBA will retain all revenues derived from tournament fees, gate receipts and vendor services.

SECTION 12. All revenues derived by TYBA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501(c) (3) not-for-profit corporation. TYBA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TYBA with a monthly report of all deposits and expenditures. TYBA will pay unto TSC an administrative fee per event. An agreement between TYBA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 13. TYBA agrees that all TYBA participants will be registered with the City via the TPR.

SECTION 14. TYBA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 15. TYBA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TYBA officers complete with addresses and telephone numbers.

SECTION 16. TYBA shall notify City of all TYBA regular meetings and a City representative will attend such meetings.

SECTION 17. Each October, TYBA may provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TYBA and for which TYBA desires to give the City for use at the City baseball facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 18. TYBA may provide City with an annual projected budget at the beginning of each new contract year (October 1). TYBA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 19. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TYBA's funds shall be returned to it by TSC and TYBA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO YOUTH BASEBALL ASSOCIATION

By:  _____
President Chad Brown

**TUPELO YOUTH BASEBALL ASSOCIATION AND TUPELO SPORTS COUNCIL
AGREEMENT**

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO YOUTH BASEBALL ASSOCIATION (hereinafter "TYBA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TYBA, is an organization comprised of parents and children who participate in the City's baseball program. TYBA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth baseball programs; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TYBA desires to use TSC as a financial administrator for all monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for TYBA.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TYBA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TYBA to utilize TSC as a financial administrator and marketing organization for TYBA supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2021 and ending September 30, 2022.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TYBA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TYBA. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TYBA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TYBA. Administrative and professional fees for these services will be shared by all City organizations. TSC will determine the amount FOP will pay for these services on an annual basis.

SECTION 6. TSC will provide City and TYBA with procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and TYBA, which will promote the activities, services and events of the TYBA as well as other sports associations and the City's recreational program in general.

SECTION 8. City and TYBA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TYBA a percentage of marketing revenue associated with TYBA programs. The City and TYBA must approve all marketing proposals for TYBA prior to implementation of a marketing program.

SECTION 9. TSC may notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TYBA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

October 1, 2021 to September 30, 2022

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
day of _____ 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO YOUTH BASEBALL ASSOCIATION

By: _____
President Chad Brown

TUPELO YOUTH SOCCER ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO YOUTH SOCCER ASSOCIATION (hereinafter “TYSA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department (“TPR”) operates a youth soccer program; and

WHEREAS, the TYSA, an organization comprised of parents of children who participate in the City’s youth soccer program, provides assistance to the City through fundraising efforts and volunteer services which benefits the youth soccer program; and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to TYSA and TYSA will provide assistance to the City through fundraising efforts which benefit the youth soccer programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TYSA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TYSA and TYSA to provide assistance to the City through fundraising efforts, which benefit the youth soccer programs, facilities and activities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2021 and ending on September 30, 2022.

SECTION 3. The City of Tupelo will provide supervision and administration of all City youth soccer activities and functions.

SECTION 4. A City Parks and Recreation Department Sports Director assigned by the Department Director will serve as the liaison between the City and TYSA on all issues relating to the City soccer programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities and playing fields utilized for the youth soccer program.

SECTION 6. TYSA/City of Tupelo will not allow outside organizations the right to use city property to run/organize/promote a program that the City of Tupelo/TYSA already offers.

SECTION 7. Any organization attempting to run/operate a program that is not offered by the City of Tupelo/Tupelo Parks and Recreation Department must be approved by the Tupelo Parks Advisory Board and the Director of Tupelo Parks and Recreation.

SECTION 8. TYSA agrees to obtain team sponsors for City youth soccer teams.

SECTION 9. TYSA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the soccer program.

SECTION 10. TYSA agrees to operate concessions stand on City playing field at games during the designated youth soccer season and for any City-approved tournament games. TYSA must purchase and stock all concessions inventory and provide for staffing each concessions stand. All revenues derived from concessions are retained by TYSA.

SECTION 11. TYSA agrees to provide a Director of Coaching for all soccer programs. The City agrees to pay TYSA a fee not in excess of \$10.00 per registered soccer player per season as compensation for the Director of Coaching.

SECTION 11. TYSA may sponsor and schedule youth soccer tournaments, camps and clinics only with approval of the City. The parties agree that all tournaments will have a Tournament Director approved by TPR. The parties agree that all tournaments will have a Tournament Director approved by TPR and the Director.

Revenues derived by TYSA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game officials, fees, souvenirs, programs, security and awards. For all City-sponsored tournaments, TYSA agrees to provide volunteer support and, in exchange for such support, the City agrees that TYSA will retain all revenues derived from tournament, gate receipts and vendor services.

SECTION 12. All revenues derived by TYSA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) (3) not-for-profit corporation. TYSA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TYSA with a monthly report of all deposits and expenditures. TYSA will pay unto TSC an administrative fee per event. An agreement between TYSA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 13. TYSA agrees that all TYSA participants will be registered with the City via the TPR.

SECTION 14. TYSA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 15. TYSA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TYSA officers complete with addresses and telephone numbers.

SECTION 16. TYSA shall notify City of all TYSA regular meetings and a City representative will attend such meetings.

SECTION 17. Each October, TYSA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TYSA and for which TYSA desires to give

the City for use at the City soccer facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 18. TYSA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TYSA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

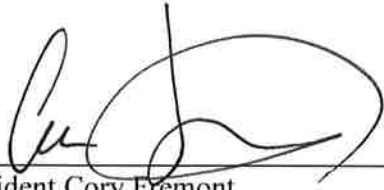
SECTION 19. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it s option terminate this Agreement. Upon termination TYSA's funds shall be returned to it by TSC and TYSA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO YOUTH SOCCER ASSOCIATION

By:  _____
President Cory Fremont

TUPELO YOUTH SOCCER ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO YOUTH SOCCER ASSOCIATION (hereinafter "TYSA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TYSA, is an organization comprised of parents and children who participate in the City's soccer program. TYSA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth soccer programs; and

WHEREAS, TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TYSA desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TYSA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TYSA to utilize TSC as a financial administrator and marketing organization for all associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2021 and ending September 30, 2022.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TYSA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TYSA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TYSA.

SECTION 5. TSC will perform the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TYSA. Administrative and professional fees will be shared by all City sports organizations.

SECTION 6. TSC will provide City and TYSA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and TYSA, which will promote the activities, services and events of the TYSA as well as other associations and the City's recreational program in general.

SECTION 8. City and TYSA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TYSA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TYSA must be approved by the City and TYSA prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TYSA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

October 1, 2021 to September 30, 2022

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
day of _____ 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO YOUTH SOCCER ASSOCIATION

By: _____
President Cory Fremont

VETERANS COUNCIL AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the VETERANS COUNCIL (hereinafter “VC”).

WHEREAS, the city desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the Association is an organization comprised of citizens who are members of VC, provides assistance to the city through fundraising efforts and volunteer services which benefits the Parks and Recreation Department (“TPR”); and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to VC and VC will provide assistance to the City through fundraising efforts which benefit all the parks.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and VC mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the city to provide administrative assistance to VC and VC to provide assistance to the City through fundraising efforts which benefit all the parks.

SECTION 2. The term of this Agreement shall be from October 1, 2021, and ending on September 30, 2022.

SECTION 3. The City of Tupelo will provide supervision and administration of all City event activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and VC on all issues relating to the event programs and activities.

SECTION 5. The city will provide maintenance of all municipal facilities.

SECTION 6. VC will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the parks.

SECTION 7. VC agrees to operate concessions stands and vendor revenue. All revenues derived from concessions are retained by VC.

SECTION 8. VC may sponsor events only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities coordinator.

Revenues derived by VC from any events will be used to cover expenses associated with conducting such event including but not limited to: fees, souvenirs, programs, security and awards. For all City –sponsored events, VC agrees to provide volunteer support and, in exchange for such support, the City agrees that VC will retain all revenues derived from gate receipts and vendor services.

SECTION 9. All revenues derived by VC will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) (3) not-for-profit corporation. VC shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide VC with a monthly report of all deposits and expenditures. VC will pay unto TSC an administrative fee per event. An agreement between VC and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. VC agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of VC officers complete with addresses and telephone numbers.

SECTION 11. VC shall notify City of all VC regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 12. Each October, VC will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by VC and for which VC desires to give the City for use at the facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 13. VC will provide City with an annual projected budget at the beginning of each new contract year (October 1). VC agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 14. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination VC's funds shall be returned to it by TSC and VC\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

VETERANS COUNCIL

By:  _____
President Charlie Greer

VETERANS COUNCIL AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), VETERANS COUNCIL (hereinafter "VC") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the VC, is an organization comprised of members of VC. VC provides financial assistance to the City through fundraising efforts and volunteer services, which benefits all the parks; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities and recreation within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and VC desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, VC and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and VC to utilize TSC as a financial administrator and marketing organization for all associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2020 and ending September 30, 2021.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and VC.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from VC and other associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and VC.

SECTION 5. TSC will perform the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and VC. Administrative and professional fees will be shared by all City sports organizations.

SECTION 6. TSC will provide City and VC within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and VC, which will promote the activities, services and events of the VC as well as other associations and the City's recreational program in general.

SECTION 8. City and VC will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to VC a percentage of marketing revenue associated with VC programs. All marketing proposals for VC must be approved by the City and VC prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, VC's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not

corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

October 1, 2021 to September 30, 2022

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

VETERANS COUNCIL

By: _____
President



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Director

DATE September 30, 2021

SUBJECT: IN THE MATTER OF SOLE SOURCE FOR COLORADO TIME SYSTEMS
AF

Request:

I would like to recommend to the Mayor and City Council to approve the following sole source for the Tupelo Aquatic Center.

LED Scoreboard – Colorado Time Systems

See attached letters and quote.



City of Tupelo

Department of Parks and Recreation

Alex Farned, Director

Mayor
Todd Jordan

COUNCIL

Chad Mims
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Janet Gaston
Ward Six

Rosezlia (Rosie) Jones
Ward Seven

Thursday, September 30, 2021

Todd Jordan
Mayor, City of Tupelo
PO Box 1485
Tupelo, MS 38802

Dear Mayor Jordan,

I am asking that you and the city council approve the purchase of a scoreboard for the Tupelo Aquatic Center as a sole source purchase. This particular scoreboard is manufactured by Colorado Timing and is the only one that will interface with the other scoreboard and the current timing system that is installed in the Aquatic Center. This is very important because when we host swim meets we need the two scoreboards to be able to communicate with each other and this is very important when hosting a quality event. The cost of the scoreboard is \$43,500 plus shipping and we do have the money in our budget to make this purchase.

If you have any questions or concerns please call or email me at 662-841-6440 or alex.farned@tupeloms.gov

Sincerely,

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



September 29, 2021

Amy Williams-Kennedy
Tupelo Aquatic Center
Customer # 020670

Dear Amy:

The following is the price quotation you requested. Colorado Time Systems has been a leader in sports timing for over 40 years and we are pleased that you have considered CTS to be part of your team.

Colorado Time Systems also offers a wide range of multi-sport scoreboards tailored to fit your needs – and your budget. If you have any questions or comments, please call me at 800-279-0111 x 3585 or e-mail me at rickc@coloradotime.com. Look for us on line at: <http://www.coloradotime.com>.

FULL COLOR VIDEO DISPLAY

<u>Qty</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>
1	Y5CJ208X384	Full Color Indoor Video Display	\$40,000

Includes:

Full matrix full color LED scoreboard with a computer controller with software, steel channel mounting hardware and data cables.

Specifications

- Display shall be a full color LED matrix display. Display shall be comprised of red, blue and green LED's to form pixels.
- Display shall be capable of 281 trillion shades of color.
- Display should be capable of 14-bit video processing, 100 levels of dimming capability and allow for Gamma correction.
- The display shall have built in graphics and animation capability with Windows based software. Graphics and animation shall have the capacity of being displayed on the entire matrix. All MS Windows fonts shall be compatible with the display.
- Display will allow for front service access
- Each pixel shall be comprised of 3 LED's 1R1G1B
- Must be compatible with CTS competitive timing system
- Displays swimming, diving, water polo, pace clock, and synchronized swimming functions, competitors' names, full matrix graphics and animation, live video, and has advertising capabilities

1	ZSHIP	Estimated cost for AIR SHIPPING freight to destination.	\$9,200-11,500
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INSTALLATION

<u>Qty</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>
1	INSTALL	Standard Installation & Training	\$3,500

Installation Agreement must be signed and returned upon order



September 29, 2021

Amy Williams-Kennedy
City of Tupelo
RE: Tupelo Aquatic Center

For over forty years, Colorado Time Systems (CTS) has established the performance standard in electronic swim timing by providing factory direct sales as well as an extensive distributor and customer service network. This standard is maintained by the superior design and technology of our products.

There are many differences among sports timing and display manufacturers' equipment. In sports timing, it is important to understand there are advantages to the purchaser to have a complete timing system manufactured by one company, rather than various manufacturers. Often, claims that manufacturers make about interfacing with another manufacturer's products are unreliable.

Obviously, equipment that is designed concurrently will be guaranteed to work together, whereas mixing components from various manufacturers will result in an unnecessary liability being placed in the hands of the customer. This ends up costing the customer more money and ownership of a system that will not operate efficiently. City of Tupelo and the Tupelo Aquatic Center currently have CTS equipment and video equipment that was purchased and installed at the center.

Colorado Time Systems is the sole manufacturer and provider of the Gen7 Legacy Timer and the sole provider of swimming specific Yaham Video Displays in the United States.

We look forward to continuing our relationship with your organization. Please feel free to contact us for additional information.

Best Regards,

Rick Connell
VP-General Manager
RC/AB

NOTE: If you are interfacing Hy-Tek Meet Manager with your matrix display, the "Alpha Scoreboard INTERFACE to Display Names/Results" option needs to be purchased through Hy-Tek

<https://hytek.active.com/>

TERMS:	<p>Purchase order or 50% down, net 30 days. Visa, MasterCard or American Express are acceptable. Quote does not include power, permits, engineering fees, delivery charges or installation, unless otherwise noted. Change order fee of 5% will apply after purchase. Returns are subject to a 25% restocking fee; custom orders including Matrix displays are nonreturnable.</p> <p>Unless noted, the above pricing DOES NOT reflect cooperative agreement pricing, including but not limited to BuyBoard, U.S. Communities, TIPS, GoodBuy, YMCA Shared Services. Please reach out to your regional sales manager for additional information regarding the contracted pricing.</p>
WARRANTY:	Two Year limited Warranty
SHIPPING:	<p>Estimated 4-6 weeks after receipt of order plus transit time, Video displays estimated 18-20 weeks minimum after receipt of order.</p> <p>Shipping charges are estimated and subject to change. Tailgate delivery, all unloading is done by receiver. If inside delivery is needed, please call our Sales Team at (800) 279-0111, option 2. Any additional fees will be billed to end user/facility.</p>
TAXES:	If purchaser is tax-exempt or purchasing for resale, a copy of purchaser's tax-exempt certificate shall be required at time of order. If purchaser's tax-exempt certificate is not available purchaser shall be charged all appropriate tax.
FORCE MAJEURE:	No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.
NOTE:	Price quotations valid for 30 days. All quotations are in U.S. Dollars.

Best Regards,



Rick Connell
VP-General Manager

RC/AF



INSTALLATION AGREEMENT Aquatic Timing/Scoring Equipment

FACILITY NAME:

TO:

FAX:

PHONE:

FROM: Installation Coordinator – Phil Woods

NUMBER OF PAGES TOTAL (2)

Date:

Customer #

Colorado Time Systems. (CTS) is pleased to supervise and/or assist with the installation of CTS products at your facility.

To provide you with professional assistance, CTS requires all of the following items prior to our arrival:

1. 120 VAC circuits must be supplied to each Display or Scoreboard as designated in the electrical information provided by CTS and ongoing access must be given to the electrical switches and or breakers as necessary. (CTS highly recommends the addition of a main power ON/OFF switch for each scoreboard location at a location readily available to the equipment operators.)
2. PVC conduits with wall/deck boxes must be installed per CTS specifications and must have pull strings in place.
3. Equipment for installation must be physically present at installation location and readily available.
4. Mounting location (wall) must be of CMU type material. If not, a special structural mount may be required for the Display/Scoreboard; it must be completed prior to the arrival of CTS's Customer Service Specialist.
5. A two-man scissors lift (or equivalent) must be provided, and available for the entire time the CTS Customer Service Specialist is on-site.
6. All deck work must be completed (concrete, tile, grout, etc.), all painting in the vicinity of the install location must be completed and the installation areas must be free of any obstructions (including dust, dirt, construction materials, and trash) prior to the arrival of CTS's Customer Service Specialist.
7. Two semi-skilled labors must be available to assist with the installation process under the direction of the CTS's Customer Service Specialist, and be dedicated for that sole purpose. The number and quality of laborers determines the time necessary for completion.

****Is the labor to be provided Union Workers**** YES

☐

NO

☐

8. Your intended equipment operators of the CTS products must be available for a training session to be conducted by the Customer Service Specialist. The training session typically occurs on the last day of the installation process, but this is to be scheduled thru the Customer Service Specialist and may be subject to change.
9. Pictures (digital or otherwise) of any intended mounting location(s) of scoreboards, etc.

As your equipment arrives from CTS, please keep all the boxes and pallets together. If the packages show visible damage, it is permissible to check the contents for damage. We ask that you immediately report any damage to your CTS Sales Representative.

Initial here: _____

Please indicate on the line below, any deadline dates such as grand openings, competitive meets, of which you would like to have the installation completed for.

DATES: _____

Date you may require the installation assistance/ supervision to occur: _____

When committing CTS to an install date, please verify that the installation location will be ready for installation on the agreed date as postponement of this date will be subject to a \$500.00 rescheduling fee and possible lengthy delays (typically 4 to 6 weeks). If the Customer Service Specialist arrives at the installation location and determines that installation or training can not take place due to non-compliance of items 1 thru 9 or consequences beyond CTS's control a \$2500.00 fee will be imposed to cover the costs of a second trip to your installation location.

Your Name: _____

Your Title: _____

Company: _____

Phone/Fax: _____

IMPORTANT Names of additional contacts with their title and as many phone numbers or E-mail addresses as possible:

Contacts:

Scheduling of the installation date is contingent on the completion of this form. *Please respond as soon as possible by faxing a signed copy of both pages of this Installation Agreement to (970) 667-1032 ATTN: Installation Coordinator.* Please allow us 4 to 6 weeks notice prior to your desired installation date.

I have read, understand and accept the terms of this Colorado Time Systems. Installation Agreement. Please sign below:

(Your Signature)_____
(Today's Date)

If you have any questions pertaining to this agreement, please feel free to contact your Installation Coordinator at (970) 667-1000 X 3, FAX: (970) 667-1032. Thank you for your attention and business.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, Director Tupelo Public Works and Alex Farned, Director Tupelo Parks and Recreation

DATE September 30, 2021

SUBJECT: IN THE MATTER OF ORDER AWARDING CONTRACT FOR BALLARD PARK/RUTHERFORD ROAD DRAINAGE IMPROVEMENTS (BID NO. 2021-027PW) TO CIG CONTRACTORS IN THE AMOUNT OF \$232,214.50 AND ALLOW MAYOR TO SIGN THE CONTRACT TO BE SUBSEQUENTLY RATIFIED BY CITY COUNCIL

Request:

Awards contract for Ballard Park/Rutherford Road Drainage Improvements (Bid No. 2021-027PW) to CIG Contractors in the amount of \$232,214.50. Also requests approval of city council allowing mayor to sign the attached contract to be subsequently ratified by city council.

Attachments:

Order
Recommendation of Award Letter
Bid Tabulation
Contract



September 29, 2021

Mr. Chuck Williams
 Director, Public Works Dept.
 604 Crossover Road
 Tupelo, Mississippi 38801

REFERENCE: RECOMMENDATION OF AWARD OF CONTRACT
 BALLARD PARK / RUTHERFORD RD. DRAINAGE IMPROVEMENTS
 BID NO. 2021-027PW

Dear Mr. Williams:

I am pleased to submit to you, along with the Mayor and City Council, our conclusions and recommendations regarding the award of the construction contract for the referenced project. Bids were opened at Tupelo City Hall on Wednesday, September 29, 2021 at 10:00 AM local time.

This project includes the removal and replacement of existing drainage pipe and related infrastructure along Rutherford Road and adjacent parking lot on the east side of Ballard Park. As represented on the attached tabulation of bids, seven bids were received for this project that ranged from \$232,214.50 - \$379,440.00 for this project. The low bid was from CIG Contractors, Inc. The bid was reviewed based on the bidding criteria established for the Project and it appears that the proper proposal documentation was submitted as required by the Contract Documents.

Thus, it is our recommendation that the City award this contract in the amount of \$232,214.50 to CIG Contractors for the referenced project, which includes the authorization for the Mayor to execute the contract per the conditions set forth in the Contract Documents for this project. We appreciate the opportunity to be of service to you and to be involved with this project. Please let us know should have any questions or require additional information.

Sincerely,
 DABBS CORPORATION

A handwritten signature in black ink that reads 'Dustin D. Dabbs'.

Dustin D. Dabbs, PE
 President

C: Mr. Don Lewis, COO, City of Tupelo
 Ms. Kim Hanna, CFO, City of Tupelo
 Mr. Ben Logan, City Attorney, City of Tupelo
 Mr. Alex Farned, Director, Tupelo Parks & Recreation
 Mr. Jason Rush, Public Works Department

Attachment: Bid Tabulation

@dabbscorp

OFFICE 662.840.4162

1005 N. Eason Boulevard

MOBILE 601.927.4012

Tupelo, MS 38804

BID TABULATION - BID NO. 2021-027PW
CITY OF TUPELO, MISSISSIPPI
BALLARD PARK / RUTHERFORD RD. DRAINAGE IMPROVEMENTS
BID DATE: 09/29/2021 AT 10:00 AM

				CIG CONTRACTORS		ENSCOR		HANNA CONTRACTING		STEWART ENVIRONMENTAL		COOK & SON		TM PRODUCTIONS		J.M. DUNCAN	
ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	REMOVAL OF EXISTING GRATE INLETS	EA	2	\$571.00	\$1,142.00	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$3,000.00	\$6,000.00	\$5,000.00	\$10,000.00	\$4,000.00	\$8,000.00
2	REMOVAL OF EXISTING 72" CMP	LF	250	\$13.71	\$3,427.50	\$25.00	\$6,250.00	\$20.00	\$5,000.00	\$16.00	\$4,000.00	\$15.00	\$3,750.00	\$40.00	\$10,000.00	\$80.00	\$20,000.00
3	REMOVAL OF EXISTING 48" RCP	LF	80	\$17.50	\$1,400.00	\$40.00	\$3,200.00	\$25.00	\$2,000.00	\$25.00	\$2,000.00	\$15.00	\$1,200.00	\$50.00	\$4,000.00	\$80.00	\$6,400.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	980	\$4.65	\$4,557.00	\$5.00	\$4,900.00	\$10.00	\$9,800.00	\$5.50	\$5,390.00	\$12.00	\$11,760.00	\$45.00	\$44,100.00	\$20.00	\$19,600.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	20	\$13.70	\$274.00	\$40.00	\$800.00	\$15.00	\$300.00	\$30.00	\$600.00	\$10.00	\$200.00	\$45.00	\$900.00	\$25.00	\$500.00
6	REMOVAL OF CURB, ALL TYPES	LF	20	\$11.40	\$228.00	\$10.00	\$200.00	\$15.00	\$300.00	\$35.00	\$700.00	\$10.00	\$200.00	\$25.00	\$500.00	\$25.00	\$500.00
7	REMOVAL OF EXISTING SIGNS	EA	1	\$285.00	\$285.00	\$50.00	\$50.00	\$200.00	\$200.00	\$350.00	\$350.00	\$500.00	\$500.00	\$500.00	\$500.00	\$250.00	\$250.00
8	REMOVAL OF EXISTING FENCE	LF	50	\$23.32	\$1,166.00	\$30.00	\$1,500.00	\$20.00	\$1,000.00	\$30.00	\$1,500.00	\$20.00	\$1,000.00	\$15.00	\$750.00	\$10.00	\$500.00
9	RE-INSTALL EXISTING FENCE	LF	50	\$23.32	\$1,166.00	\$30.00	\$1,500.00	\$40.00	\$2,000.00	\$35.00	\$1,750.00	\$20.00	\$1,000.00	\$50.00	\$2,500.00	\$15.00	\$750.00
10	SAWCUTTING	LF	600	\$5.71	\$3,426.00	\$2.00	\$1,200.00	\$7.00	\$4,200.00	\$6.50	\$3,900.00	\$10.00	\$6,000.00	\$25.00	\$15,000.00	\$15.00	\$9,000.00
11	CONCRETE, CLASS B	CY	5	\$286.40	\$1,432.00	\$1,500.00	\$7,500.00	\$250.00	\$1,250.00	\$350.00	\$1,750.00	\$2,000.00	\$10,000.00	\$850.00	\$4,250.00	\$2,500.00	\$12,500.00
12	EXCESS EXCAVATION	CY	350	\$11.42	\$3,997.00	\$10.00	\$3,500.00	\$10.00	\$3,500.00	\$15.00	\$5,250.00	\$10.00	\$3,500.00	\$15.00	\$5,250.00	\$20.00	\$7,000.00
13	BORROW EXCAVATION	CY	50	\$11.40	\$570.00	\$30.00	\$1,500.00	\$15.00	\$750.00	\$30.00	\$1,500.00	\$30.00	\$1,500.00	\$17.50	\$875.00	\$30.00	\$1,500.00
14	CRUSHED STONE SUB-BASE MATERIAL	CY	300	\$75.95	\$22,785.00	\$70.00	\$21,000.00	\$45.00	\$13,500.00	\$75.00	\$22,500.00	\$65.00	\$19,500.00	\$72.00	\$21,600.00	\$115.00	\$34,500.00
15	CONCRETE CURB, MATCH EXISTING	LF	20	\$38.00	\$760.00	\$50.00	\$1,000.00	\$100.00	\$2,000.00	\$40.00	\$800.00	\$25.00	\$500.00	\$40.00	\$800.00	\$50.00	\$1,000.00
16	CONCRETE SIDEWALK, MATCH EXISTING	SY	20	\$81.40	\$1,628.00	\$70.00	\$1,400.00	\$100.00	\$2,000.00	\$60.00	\$1,200.00	\$100.00	\$2,000.00	\$70.00	\$1,400.00	\$100.00	\$2,000.00
17	REINFORCED CONCRETE JUNCTION BOX	EA	1	\$13,710.00	\$13,710.00	\$8,000.00	\$8,000.00	\$21,000.00	\$21,000.00	\$16,500.00	\$16,500.00	\$12,650.00	\$12,650.00	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00
18	REINFORCED CONCRETE INLET	EA	2	\$13,710.00	\$27,420.00	\$12,000.00	\$24,000.00	\$18,000.00	\$36,000.00	\$12,500.00	\$25,000.00	\$13,090.00	\$26,180.00	\$2,500.00	\$5,000.00	\$14,000.00	\$28,000.00
19	3' x 3' CAST IRON GRATE	EA	1	\$856.00	\$856.00	\$1,000.00	\$1,000.00	\$1,650.00	\$1,650.00	\$900.00	\$900.00	\$1,250.00	\$1,250.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
20	CONNECT TO EXISTING PIPES, 24" DIA. OR LESS	EA	1	\$285.00	\$285.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$450.00	\$450.00	\$1,500.00	\$1,500.00	\$750.00	\$750.00	\$2,000.00	\$2,000.00
21	88" X 54" RCAP DRAINAGE PIPE	LF	80	\$399.00	\$31,920.00	\$350.00	\$28,000.00	\$387.00	\$30,960.00	\$385.00	\$30,800.00	\$292.57	\$23,405.60	\$600.00	\$48,000.00	\$500.00	\$40,000.00
22	72" RCP DRAINAGE PIPE	LF	238	\$390.00	\$92,820.00	\$325.00	\$77,350.00	\$387.00	\$92,106.00	\$375.00	\$89,250.00	\$292.62	\$69,643.56	\$380.00	\$90,440.00	\$450.00	\$107,100.00
23	R.C. HEADWALL ON PROPOSED 88"x54' RCAP	EA	1	\$12,005.00	\$12,005.00	\$33,000.00	\$33,000.00	\$9,975.00	\$9,975.00	\$29,500.00	\$29,500.00	\$23,282.00	\$23,282.00	\$9,000.00	\$9,000.00	\$12,000.00	\$12,000.00
24	R.C. HEADWALL ON EXIST. 24" RCP	EA	1	\$1,714.00	\$1,714.00	\$2,000.00	\$2,000.00	\$3,850.00	\$3,850.00	\$16,350.00	\$16,350.00	\$3,370.00	\$3,370.00	\$2,500.00	\$2,500.00	\$2,200.00	\$2,200.00
25	SOLID SODDING, COMMON BERMUDA	SY	110	\$6.00	\$660.00	\$5.00	\$550.00	\$16.00	\$1,760.00	\$5.00	\$550.00	\$3.00	\$330.00	\$4.75	\$522.50	\$8.00	\$880.00
26	SOLID SODDING, UNCOMMON BERMUDA	SY	220	\$6.55	\$1,441.00	\$5.00	\$1,100.00	\$16.00	\$3,520.00	\$5.00	\$1,100.00	\$3.00	\$660.00	\$4.75	\$1,045.00	\$8.00	\$1,760.00
27	TEMPOARY TRAFFIC CONTROL / BARRIERS	LS	1	\$570.00	\$570.00	\$3,600.00	\$3,600.00	\$7,500.00	\$7,500.00	\$1,650.00	\$1,650.00	\$29,194.00	\$29,194.00	\$15,000.00	\$15,000.00	\$35,000.00	\$35,000.00
28	EROSION CONTROL	LS	1	\$570.00	\$570.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$1,200.00	\$1,200.00	\$18,000.00	\$18,000.00	\$65,000.00	\$65,000.00	\$15,000.00	\$15,000.00
GRAND TOTAL				\$	232,214.50	\$	240,100.00	\$	267,121.00	\$	270,440.00	\$	278,075.16	\$	365,682.50	\$	379,440.00

CONTRACT

THIS AGREEMENT, made this the _____ day of _____, 2021, by and between **TUPELO, MISSISSIPPI** hereinafter called "OWNER" and _____ doing business as (an Individual), (a Partnership), (a Limited Liability Company), or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of "**BALLARD PARK / RUTHERFORD RD. DRAINAGE IMPROVEMENTS**" hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within **10** calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT within **30** calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$ _____ or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. This Agreement
 - B. Instruction to Bidders
 - C. Signed Copy of Proposal Form and Bidder's Certificate
 - D. Executed Non-Collusion Form and Compliance Statements
 - E. Executed Performance and Payment Bond
 - F. NSPE General Conditions
 - G. Special Contract Provisions
 - H. DRAWINGS prepared by **DABBS CORPORATION** and dated **AUGUST 2021**.
 - I. SPECIFICATIONS issued by **DABBS CORPORATION** and dated **AUGUST 2021**.
 - J. ADDENDA:
 - No. _____ Dated _____
 - No. _____ Dated _____
 - No. _____ Dated _____
 - No. _____ Dated _____
 - L. All federal government conditions, specifications, regulations and requirements bound herein.
6. The CONTRACTOR agrees to abide by the following consequences for failure to complete the project within the time specified in the CONTRACT DOCUMENTS:

- A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated the sum of \$ 300.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$300.00 for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
- B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
- C. RIGHT OF SET-OFF - The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become due to the OWNER under any of the foregoing provisions.
7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
8. The CONTRACTOR agrees to allow the OWNER or a duly authorized representatives thereof, access to books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical access to records clause into all subcontracts.
9. The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
10. Attached hereto and made a part of this Contract is a Performance and Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:
- (\$ _____) _____
(not less than one hundred percent of Contract amount)

11. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 3 copies each of which shall be deemed an original on the date first above written.

CITY OF TUPELO, OWNER

BY: _____
NAME: _____
TITLE: _____

ATTEST:

BY: _____
NAME: _____
TITLE: _____ (SEAL)

CONTRACTOR

BY: _____
NAME: _____
TITLE: _____

ATTEST:

BY: _____
NAME: _____
TITLE: _____ (SEAL)

ORDER

ORDER AWARDING CONTRACT FOR BALLARD PARK/RUTHERFORD ROAD DRAINAGE IMPROVEMENTS (BID NO. 2021-027PW) TO CIG CONTRACTORS IN THE AMOUNT OF \$232,214.50 AND ALLOW MAYOR TO SIGN THE CONTRACT TO BE SUBSEQUENTLY RATIFIED BY CITY COUNCIL

WHEREAS, competitive bids were solicited on this project; and

WHEREAS, a bid tabulation sheet is attached as Exhibit “A”; and

WHEREAS, the engineer’s recommendation is attached as Exhibit “B”; and

WHEREAS, a copy of the form of the contract is attached as Exhibit “C”; and

NOW THEREFORE, BE IT ORDERED BY THE TUPELO CITY COUNCIL as follows:

1. To award the contract to the lowest and best bidder, CIG Contractors, in the amount of \$232,214.50; and
2. To approve the form of the attached contract; and
3. To authorize the mayor to execute the contract to be subsequently ratified by the city council.

The foregoing order was proposed in a motion by Council Member _____, seconded by Council Member _____, and after discussion, no council member having called for a reading was brought to a vote as follows:

Councilmember Mims	_____
Councilmember Bryan	_____
Councilmember Beard	_____
Councilmember Davis	_____
Councilmember Palmer	_____
Councilmember Gaston	_____
Councilmember Jones	_____

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the _____ day of _____, 2021.

CITY OF TUPELO, MISSISSIPPI

BUDDY PALMER, City Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN, Mayor

DATE



AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, Director Public Works

DATE September 30, 2021

SUBJECT: IN THE MATTER OF ORDER RATIFYING FINAL EMERGENCY
PURCHASES CONTRACT ON MCNEESE STREET DRAINAGE PROJECT

Request:

Approves final emergency purchase contract between city and Phillips Contracting to repair and construct drainage project, including a reduction of the scope of work and price, on McNeese Street.

Attachments:

Order

Executed Contract

ORDER

ORDER RATIFYING FINAL EMERGENCY PURCHASE CONTRACT ON MCNEESE STREET DRAINAGE PROJECT

WHEREAS, the city council approved the emergency procurement of drainage repairs on McNeese Street on August 26, 2021;

WHEREAS, the emergency contract was awarded to Phillips Contracting Co., Inc., in the amount of \$140,900.00; and

WHEREAS, upon proceeding with the project, the city and contractor determined that the portion of the project north of McNeese Street could not be undertaken at this time because of inordinate delay caused by the necessity of relocating a power line; and

WHEREAS, city and contractor have agreed to reduce the scope of work of the project by limiting the work to those repairs south of McNeese Street; and

WHEREAS, the contractor has agreed to perform the revised work at the cost of \$113,990.

NOW THEREFORE, BE IT ORDERED BY THE TUPELO CITY COUNCIL that the attached and executed, Final Emergency Purchase Contract with Phillips Contracting is ratified.

The foregoing order was proposed in a motion by Council Member _____, seconded by Council Member _____, and after discussion, no council member having called for a reading was brought to a vote as follows:

Councilmember Mims	_____
Councilmember Bryan	_____
Councilmember Beard	_____
Councilmember Davis	_____
Councilmember Palmer	_____
Councilmember Gaston	_____
Councilmember Jones	_____

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the _____ day of _____, 2021.

CITY OF TUPELO, MISSISSIPPI

BUDDY PALMER, City Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN, Mayor

DATE

CONTRACT

THIS AGREEMENT, made this the _____ day of _____, 2021, by and between **TUPELO, MISSISSIPPI** hereinafter called "OWNER" and Phillips Contracting Co., Inc doing business as ~~(an Individual)~~, ~~(a Partnership)~~, ~~(a Limited Liability Company)~~, or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of "**MCNEESE STREET CULVERT REPLACEMENT**" hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within **10** calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT within **30** calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$ 113,990.00 or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. This Agreement
 - B. Instruction to Bidders
 - C. Signed Copy of Proposal Form and Bidder's Certificate
 - D. Executed Non-Collusion Form and Compliance Statements
 - E. Executed Performance Bond
 - F. Executed Payment Bond
 - G. ~~NSPE General Conditions~~
 - H. ~~Special Contract Provisions~~
 - I. DRAWINGS prepared by **DABBS CORPORATION** and dated **AUGUST 2021**.
 - J. SPECIFICATIONS issued by **DABBS CORPORATION** and dated **AUGUST 2021**.
 - K. ADDENDA:

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
 - L. All federal government conditions, specifications, regulations and requirements bound herein.

6. The CONTRACTOR agrees to abide by the following consequences for failure to complete the project within the time specified in the CONTRACT DOCUMENTS:
- A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated the sum of \$ 300.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$300.00 for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
 - B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
 - C. RIGHT OF SET-OFF - The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become due to the OWNER under any of the foregoing provisions.
7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
8. The CONTRACTOR agrees to allow the OWNER or a duly authorized representatives thereof, access to books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical access to records clause into all subcontracts.
9. The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
10. Attached hereto and made a part of this Contract is a Performance and Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

(\$ 113,990.00) one hundred thirteen thousand nine hundred ninety
 (not less than one hundred percent of Contract amount) dollars and no cents

11. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 3 copies each of which shall be deemed an original on the date first above written.

CITY OF TUPELO, OWNER

BY: _____

NAME: _____

TITLE: _____

Todd Jordan
TODD JORDAN
Mayor

ATTEST:

BY: _____

NAME: _____

TITLE: _____

Kim Hanna
Kim Hanna
City Clerk



CONTRACTOR

BY: _____

NAME: _____

TITLE: _____

Blake Hill
Blake Hill
Vice-President

ATTEST:

BY: _____

NAME: _____

TITLE: _____

Alex Tatum
Alex Tatum
Project Manager

(SEAL)

END OF SECTION



AGENDA REQUEST

TO: Mayor and City Council

FROM: Ben Logan, City Attorney

DATE September 30, 2021

SUBJECT: IN THE MATTER OF RESOLUTION APPROVING JOINT MAINTENANCE AGREEMENT BETWEEN CITY OF TUPELO AND LEE COUNTY FOR HEARDTOWN ROAD

Request:

Approves an agreement between city and county to jointly maintain Heardtown Road, including apportioning the costs.

Attachments:

Resolution

Joint Maintenance Agreement

RESOLUTION**A RESOLUTION APPROVING JOINT MAINTENANCE AGREEMENT BETWEEN
CITY OF TUPELO AND LEE COUNTY FOR HEARDTOWN ROAD**

WHEREAS, Pursuant to Miss. Code Anno. § 21-37-3 (1972 as amended), the City of Tupelo, Mississippi, shall have the power to exercise full jurisdiction in the matter of streets; and

WHEREAS, Pursuant to Miss. Code Anno. § 65-7-83 (1972 as amended), Lee County may, by consent of or agreement with the proper governing authorities of any municipality within such county, assume concurrent jurisdiction over any street in the City of Tupelo for maintenance purposes where such street is a continuation of or intersects a local or county road already under the jurisdiction of such board of supervisors, provided such consent or agreement to the assumption of said concurrent jurisdiction shall be entered into only by the entering of an order on the minutes of both of said governing authorities, including the authorization of the use of county-owned machinery and equipment in the construction and maintenance of municipal streets, whether or not said streets intersect a local or county road.

WHEREAS, Pursuant to Miss. Code Anno. § 65-7-85 (1972 as amended), Lee County, acting by and through the boards of supervisors thereof, are hereby invested, within their discretion, with full authority to expend monies and to do, within any municipalities of the county all acts regarding construction and maintenance of roads and streets that they may do within the county outside the limits of said municipalities; and

WHEREAS, Pursuant to Miss. Code Anno. § 17-5-15 (1972 as amended), the City of Tupelo, Mississippi, and Lee County, Mississippi, are authorized, in their discretion, upon order duly adopted and entered upon their official minutes, to lend to or to enter into leases with other counties or municipalities for the use of county-owned or municipally owned equipment and operators of such equipment. Such equipment and operators may be lent or leased for such

amount and in accordance with such terms and conditions as the governing authorities may prescribe; however, such equipment and operators may be used only in the performance of public projects of a county or municipality. The lending or lease agreements also may include an equipment operator's fee equal to the average hourly salary that is paid to all operators of such county-owned or municipally owned equipment by the county or municipality that lends or leases the equipment. Proceeds from the lending or leasing of such equipment shall be deposited into the road and bridge fund of the county or the municipal general fund, as the case may be; and

WHEREAS, Hearatown Road lies partially within the municipal boundaries of Tupelo and wholly within the boundaries of Lee County; and

WHEREAS, Pursuant to maintenance easement Tupelo constructed and maintains water and sewer infrastructure on the south half of Hearatown Road where the entire distance of the road lies partially within its municipal limits; and

WHEREAS, the construction of those water and sewer improvements necessitated the need to repair and repave where the entire distance of Hearatown Road lies partially within its municipal limits; and

WHEREAS, Tupelo may maintain a road located outside its municipal boundaries or municipally-owned property, when it determines, consistent with the facts, that public convenience and necessity require such action. (MS AG Op., Gardner, January 10, 1996; MS AG Op. No. 2008-00630, Watkins, December 5, 2008).

WHEREAS, Lee County owns road paving equipment and operators of such equipment, but Tupelo does not; and

WHEREAS, Lee County has properly procured a hot mix material supply bid, but Tupelo has properly procured a hot mix in place term bid; and

WHEREAS, the project can be done at a substantial cost savings by Lee County performing the repair and paving through its road paving equipment and operators, use of Lee County’s term hot mix supply bid and reimbursement of the supply costs by the city.

NOW THEREFORE, BE IT RESOLVED BY THE TUPELO CITY COUNCIL as follows:

1. The prefatory matters are incorporated as factual findings herein.
2. Consistent with these facts, it is found that the public convenience and necessity require adoption of a Joint Maintenance Agreement between Tupelo and Lee County for the repair and repaving of Heardtown Road.
3. A copy of the Joint Maintenance Agreement is attached hereto.
4. The mayor is authorized to submit this agreement to Lee County and execute same on behalf of the city, subject to subsequent ratification by this City Council.

The foregoing resolution was proposed in a motion by Council Member _____, seconded by Council Member _____, and after discussion, no council member having called for a reading was brought to a vote as follows:

Councilmember Mims	_____
Councilmember Bryan	_____
Councilmember Beard	_____
Councilmember Davis	_____
Councilmember Palmer	_____
Councilmember Gaston	_____
Councilmember Jones	_____

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the _____ day of _____, 2021.

CITY OF TUPELO, MISSISSIPPI

BUDDY PALMER, City Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN, Mayor

DATE

JOINT MAINTENANCE AGREEMENT
(HEARDTOWN ROAD)

This Memorandum of Agreement (the “MOA”), is made as of the last date of execution, by and between the City of Tupelo (the “City”), a municipality of the State of Mississippi and Lee County Mississippi (“County”), a county of the State of Mississippi.

WHEREAS, City and County have made the requisite findings and approved by resolution spread on their respective minutes, the following Joint Maintenance Agreement for the repair and repaving of Heardtown Road;

1. County will utilize its operators and equipment to repair and repave the length of Heardtown Road that lies wholly or partially within the City’s municipal boundary. See Exhibit “A”.

2. County will provide the materials and supplies to repair and repave Heardtown Road as depicted on Exhibit “A”.

3. City will reimburse County for the cost of asphalt and other materials and supplies, such costs expected not to exceed \$135,000 for a leveling course and up to two inches of asphalt.

4. City will provide personnel if needed to assist.

5. City will provide and pay for any engineering costs necessary.

CITY OF TUPELO

TODD JORDAN, MAYOR

ATTESTED BY:

KIM HANNA, CITY CLERK

DATE_____

LEE COUNTY BOARD OF SUPERVISORS

, PRESIDENT

ATTESTED BY:

BILL BENSON, CHANCERY CLERK



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kevan Kirkpatrick, Director Bancorpsouth Arena

DATE September 24, 2021

SUBJECT: IN THE MATTER OF APPROVAL OF BANCORPSOUTH ARENA MINUTES
MARCH 15, 2021-AUGUST 16, 2021 **KK**

Request:

PLEASE REVIEW AND ACCEPT MINUTES OF MARCH 15, 2021-AUGUST 16, 2021

Tupelo Coliseum Commission**Regular Meeting Minutes****March 15, 2021**

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, March 15, 2021, at 3:00 p.m. in the North Hall Meeting Rooms 1 and 2 with the following present:

Chairman Nat Grubbs
Vice-Chairman Neal McCoy
Commissioner Tom Brown
Commissioner Jonathan Waller
Commissioner Marcus McCoy
Commissioner Yvette Crump

Representatives of the City of Tupelo Present:

Doug Johnson – Executive Director – BancorpSouth Arena
Kevan Kirkpatrick, Director of Marketing – BancorpSouth Arena
Markel Whittington – City Councilman

Chairman Grubbs called the meeting to order at 3:05 p.m.

Approval of Minutes from February 22, 2021, Regular Meeting Minutes

Commissioner McCoy made a motion to approve the minutes from February 22, 2021, as presented seconded by Commissioner Brown. All commission members voting aye, the motion passed.

Financial Report

Kim Hanna was not in attendance to present the financial report, she was involved in another meeting.

Director's Report

Doug Johnson, Executive Director reported that "The ribbon cutting for the new addition is Thursday, March 18, 2021 at 3pm at the Tower. Last week weeks have been busy announcing and going on sale with shows. Fall is going to be a fantastic lineup for us. We had some shows lined up in Governor Reeves extended the attendance numbers to twenty five percent. Our upcoming shows:

- Parker McCollum – 3/25
- Rodeo 3/27 (2 Shows 1:30 & 7:30)

- Blackberry Smoke – 4/16
- Toby Mac – 4/24
- Kane Brown – September
- Foreigner – 11/13

Exciting times! Our number one goal is for our patrons to feel safe and our COVID protocol and clear bag policy will be in place for these shows. I have had 15-20 inquires in the last ten days for shows”, stated Johnson “Meeting and Conference Center events are going well. Last week we had the Secretary of State’s office conducting election training for some local people. We have had good inquires for conference center events. We will be sporadic for five or six months but fall will be good,” stated Johnson. “I will have my re-opening plan by Friday. We’re going to tell everyone our policies for that. We want to keep everyone safe, we are going to start by replacing the air filters in the building to make it more suitable for stopping viruses while in the air”, reported Johnson.

Old Business:

None to Report

New Business:**Refund for Southern Travelers**

Doug Johnson reported on the Southern Travelers Writers Group that came in the weekend of 20-22 of February. After a brief discussion Commissioner McCoy made a motion to approve the refund for the southern traveler’s group, seconded by Commissioner Brown. All commission members voting aye, the motion passed.

Beverage Approval

Chairman Grubbs asked for a motion to approve the sale of alcohol beverages at Parker McCollum, Rodeo, and Blackberry Smoke. Commissioner Waller made a motion to approve the sale of alcohol beverages for all three shows, seconded by Commissioner Crump. All commission members voting aye, the motion passed.

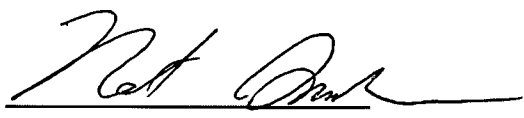

Check Approval:

Chairman Grubbs asked for a motion to approve the checks. Commissioner Crump motioned to approve the checks. Commission McCoy seconded the motion. All commissioners voted aye; the motion passed.

Adjournment:

After no other business, Chairman Grubbs adjourned the meeting at 3:22p.m.

Yvette Crump
Secretary



Nat Grubbs
Chairman

Tupelo Coliseum Commission**Regular Meeting Minutes****April 19, 2021**

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, April 19, 2021, at 3:00 p.m. in the North Hall Meeting Rooms 1 and 2 with the following present:

Chairman Nat Grubbs
Vice-Chairman Neal McCoy
Commissioner Tom Brown
Commissioner Jonathan Waller
Commissioner Marcus McCoy
Commissioner Jason Hayden
Commissioner Cindy Murphy

Representatives of the City of Tupelo Present:
Doug Johnson – Executive Director – Via Zoom
Kevan Kirkpatrick, Director of Marketing – BancorpSouth Arena

Chairman Grubbs called the meeting to order at 3:07 p.m.

Approval of Minutes from February 22, 2021, Regular Meeting Minutes

Commissioner Brown made a motion to approve the minutes from March 15, 2021, as amended for date change seconded by Commissioner McCoy. All commission members voting aye, the motion passed.

Financial Report

Kim Hanna was not in attendance to present the financial report, she was involved in another meeting.

Director's Report

Doug Johnson, Executive Director reported that "On our conference center updated, we are putting the finishes touches on that and should be completed by May. Trending upward in the booking of new space with the arena together. MS State gymnastics championships will be one of the first to utilize the whole space of both buildings in March 2022 and 2023. Infrastructure the RFP for the point of sale system is going out. The chiller is on its last leg. I'm working on where to find the extra money to replace that soon", stated Johnson. "Our staff is doing a phenomenal job for being shorthanded. As we all know it's hard to bring people back consistently when we don't have the shows to match the need. We have reached out to nine

staffing companies to see if they can help us fill the void in workers when needed. We're at 75% capacity inside the arena and I'm expecting it to be 100% by May or June", reported Johnson.

Event wise

- Park McCallom – 3/25
- Rodeo – 3/27 – made money on both of those events. Will have the final numbers by the end of the week.
- Blackberry Smoke – 4/16 – made good money on. The club is going to be a revenue generator.
- Toby Mac – 4/24 – parking lot show.

Exciting times! I'm had fourteen inquires for September through December. Confirmed three thus far. Blue Suede Cruise and Elvis Fest are coming up. We have booked a family show. Possibly two more in June/July. I've received inquiries about a couple of band rehearsals, and possibly two more", stated Johnson.

Old Business:

None to Report

New Business:

None to Report

Beverage Approval

Chairman Grubbs asked for a motion to approve the sale of alcoholic beverages at Blue Suede Cruise. Commissioner Hayden made a motion to approve the sale of alcoholic beverages for Blue Suede Cruise, seconded by Commissioner Waller. All commission members voting aye, the motion passed.

Check Approval:

Chairman Grubbs asked for a motion to approve the checks. Commissioner Hayden motioned to approve the checks. Commission Brown seconded the motion. All commissioners voted aye; the motion passed.

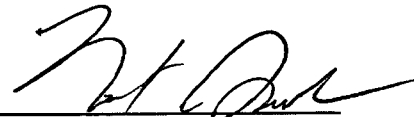
Adjournment:

After no other business, Chairman Grubbs adjourned the meeting at 3:21 p.m.

Yvette Crump
Secretary



Nat Grubbs
Chairman



Tupelo Coliseum Commission**Regular Meeting Minutes****May 14, 2021**

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, May 14, 2021, at 3:00 p.m. in the North Hall Meeting Rooms 1 and 2 with the following present:

Chairman Nat Grubbs
Vice-Chairman Neal McCoy
Commissioner Tom Brown
Commissioner Jonathan Waller
Commissioner Marcus McCoy
Commissioner Jason Hayden
Commissioner Cindy Murphy
Secretary Yvette Crump
Commissioner Stan Allen

Representatives of the City of Tupelo Present:

Doug Johnson – Executive Director -BancorpSouth Arena and Conference Center
Kim Hanna – City of Tupelo, CFO
Kevan Kirkpatrick, Director of Marketing – BancorpSouth Arena

Chairman Grubbs called the meeting to order at 3:05 p.m.

Approval of Minutes from April 19, 2021, Regular Meeting Minutes

Commissioner McCoy made a motion to approve the minutes from April 19, 2021, as written seconded by Commissioner Brown. All commission members voting aye, the motion passed.

Financial Report

Kim Hanna reported on the Coliseum's financials. "We have just over \$291k operating cash. I do not think the budget will be a problem at all. If it is a problem we can amend the budget one time in between July and September. If we did have to amend the budget it would not be a bad thing because that would be mean more shows, which bring in more revenue but also increased expenses. Even the small shows bring so much to the bottom line. We are more than covering our overhead not just the cost of the show. The financials are a good representation of where we are heading", reported Hanna.

Director's Report

Doug Johnson, Executive Director reported on personnel first “Craig Russell, our director of operations is retiring after 27 years. His last day will be at the end of the month. We’ll be having a retirement party for him on May 27th be on the lookout for the invitation. Courtney Holcomb our event coordinator is moving to Neal’s world at the CVB. I’m looking at two different ways I could change her position for whoever fills it and will let you all know as soon as I do. We are also looking to contract as needed positions with Wise Staffing Company. We think it will alleviate some costs, financial responsibilities per employee and take some pressure off of our staff, stated Johnson. “I am also looking to reassign some of our current people, re-evaluate their job descriptions, or move some of their responsibilities. A lot of our staff want to grow and be a part of the team so I want to do whatever is going to work for them and the building”, reported Johnson. “On to the conference center, Cheryl traveled to Jackson to help sell our building and Tupelo. We got the kitchen steamed cleaned by Absolute Cleaning and Restoration, we’re going to do that once a month moving forward. It looks much better and will make it a better environment for everyone involved”, stated Johnson. “I have confirmed ten shows in the last fourteen days and our arena is currently leading the nation in sales. Our schedule is looking great, June – 2 shows, July – 1 show, August – 1 show, September – 1 show, October 3-5 shows, November 6-7 shows, December 3-4 shows. I’m also almost finished confirming those numbers,” reported Johnson. “We applied for the shuttered venues grant through the SBA, it said we could get up to 1.9 million. We should know by the end of June”, stated Johnson.

Old Business:

None to Report

New Business:**Wise Staffing Contract:**

This is the contract I mentioned early about getting contract labor for our as-needed staff such as concessions, janitorial, money counters, and event staff. All except security for right now. Chairman Grubbs asked for a motion to approve the contract from Wise Staffing. Commissioner Hayden made a motion to approve the Wise Staffing contract, seconded by Commissioner Murphy. All commissioners voting aye, motion passed.

Beverage Approval

Chairman Grubbs asked for a motion to approve the sale of alcoholic beverages at Tupelo-Golden Triangle Open Rodeo, ElvisFest, Baby Shark, and Jamey Johnson. Commissioner McCoy made a motion to approve the sale of alcoholic beverages for the four listed events seconded by Commissioner Waller. All commission members voting aye, the motion passed.

Check Approval:

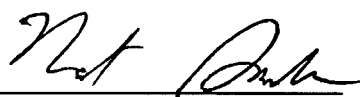
Chairman Grubbs asked for a motion to approve the checks. Commissioner Waller motioned to approve the checks. Commission Hayden seconded the motion. All commissioners voted aye; the motion passed.

Adjournment:

After no other business, Chairman Grubbs adjourned the meeting at 3:31 p.m.

Yvette Crump
Secretary





Nat Grubbs
Chairman

Tupelo Coliseum Commission**Regular Meeting Minutes****June, 21 2021**

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, June 21, 2021, at 3:00 p.m. in the Commerce Room with the following present:

Vice-Chairman Neal McCoy
Commissioner Tom Brown
Commissioner Jonathan Waller
Commissioner Cindy Murphy

Representatives of the City of Tupelo Present:

Doug Johnson – Executive Director -BancorpSouth Arena and Conference Center
Kim Hanna – City of Tupelo, CFO
Kevan Kirkpatrick, Director of Marketing – BancorpSouth Arena

Vice-Chairman McCoy called the meeting to order at 3:05 p.m.

Approval of Minutes from May 17, Regular Meeting Minutes

Since no quorum was met, approval of the minutes will be voted on at the July 2021 meeting.

Financial Report

Kim Hanna reported on the Coliseum's financials. "We have just over \$297k operating cash and \$878,361.00 event deposits. The End of 2020 just doesn't do it justice the monthly financials have shown good activity. The account will have some net loss to dwindle after July and July. As a reminder, the \$500,000.00 in capital improvement and \$150,000.00 for show loss will be transferred in September. The financials also show a decrease in spending", stated Hanna.

Director's Report

Doug Johnson, Executive Director gave his director's report. "We have a couple of solid shows in June and July, one so far in August, which is normally a slow period for indoor arenas. We will see a large pick-up in events in October and November, expecting thirteen to fourteen shows during that time. Jamey Johnson has about 4,000 tickets sold. We are doing well with club tickets. We can have 200 people in the space at a time my goal is to keep it about 160-170. We've hosted several things both at the meeting rooms and the conference center this month. The CREATE state of the region, the Mayor's farewell party. We have hired Mark Hudson to take over Courtney's position. We've also hired a new Director of Operations from Nebraska who will start July 1st. Our new maintenance technician started today. I will be attending the Pollstar

Conference in Los Angeles. No updates on the name change because of the bank merger just yet," reported Johnson.

Old Business:

None to Report

Check Approval:

Since no quorum was met, approval of May's checks will be voted on at the July 2021 meeting.

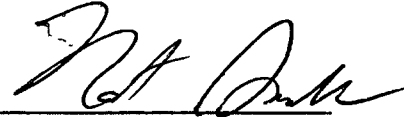
Adjournment:

After no other business, Vice-Chairman McCoy adjourned the meeting at 3:30 p.m.

Yvette Crump
Secretary



Nat Grubbs
Chairman



Tupelo Coliseum Commission**Regular Meeting Minutes****July 19, 2021**

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, July 19, 2021, at 3:00 p.m. in the Commerce Room with the following present:

Vice-Chairman Neal McCoy
Commissioner Tom Brown
Commissioner Jason Hayden
Commissioner Marcus McCoy
Commissioner Yvette Crump

Representatives of the City of Tupelo Present:

Doug Johnson – Executive Director -BancorpSouth Arena and Conference Center – via phone
Kevan Kirkpatrick, Director of Marketing – BancorpSouth Arena
Buddy Palmer – City Council President

Vice-Chairman McCoy called the meeting to order at 3:05 p.m. with introducing the arena's new Director of Operations, Matt Lentell.

Approval of Minutes from May 17, 2021, Regular Meeting Minutes:

Commissioner Hayden made a motion to approve the minutes from May 17, 2021, as written seconded by Commissioner Brown. All commission members voting aye, the motion passed.

Approval of Minutes from June 21, 2021, Regular Meeting Minutes:

Commissioner Brown made a motion to approve the minutes from June 21, 2021, as written seconded by Commissioner McCoy. All commission members voting aye, the motion passed.

Financial Report

Kim Hanna was not at the meeting to report on financials.

Director's Report

Doug Johnson, Executive Director gave his director's report over the phone. "June was greater financially than we could have expected. We did \$15k in net profit for the club space at Jamey Johnson. We may limit the number of people in the club if needed moving forward," stated Johnson. Vice-Chairman McCoy asked "do you plan to re-evaluate the pricing structure of the

club space as we move forward to keep the exclusivity of having this type of space or are we comfortable with the price where it is? Johnson replied, "It will be on a show by show basis but yes, we will be re-evaluating the ticket price." On the convention center side "we hired Mark Hudson who took Courtney Holcomb's position, he is doing a fantastic job continuing to book events and we've seen an up tick in events and meetings being scheduled in that building for the last two weeks", stated Johnson. "We have two good shows in July, Harlem Globetrotters on July 29th and Nate Bargatze with LEEANNE MORGAN on July 31st. The comedy show is doing so well for us the promoters, Outback productions is bringing two more shows to the building later this year or early next year", reported Johnson. Commissioner Crump asked about pricing structure for all events if it was different for certain types of music. Johnson explained that we have a rack rate which means the rent is the same price for everyone who wants to book/rent the building.

Old Business:

None to Report

Beverage Approval:

Vice-Chairman McCoy asked for a motion to approve the sale of alcoholic beverages at Harlem Globetrotters and Nate Bargatze with LEEANNE MORGAN. Commissioner McCoy made a motion to approve the sale of alcoholic beverages for the four listed events seconded by Commissioner Hayden. All commission members voting aye, the motion passed

Check Approval:

Vice-Chairman McCoy asked for a motion to approve the checks from May. Commissioner Crump motioned to approve the checks. Commission Brown seconded the motion. All commissioners voted aye; the motion passed.

Vice-Chairman McCoy asked for a motion to approve the checks from June. Commissioner Hayden motioned to approve the checks. Commission McCoy seconded the motion. All commissioners voted aye; the motion passed.

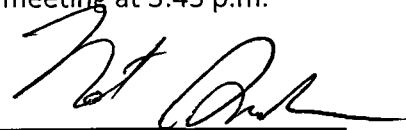
Adjournment:

After no other business, Vice-Chairman McCoy adjourned the meeting at 3:43 p.m.

Yvette Crump
Secretary



Nat Grubbs
Chairman



Tupelo Coliseum Commission**Regular Meeting Minutes****August 16th, 2021**

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, August 16th, 2021, at 3:00 p.m. in the Commerce Room with the following present:

Chairman Nat Grubbs
Vice-Chairman Neal McCoy
Commissioner Stan Allen
Commissioner Jason Hayden
Commissioner Marcus McCoy
Commissioner Cindy Murphy
Commissioner Marcus McCoy
Commissioner Jonathan Waller
Commissioner Tom Brown via phone

Representatives of the City of Tupelo Present:

Kevan Kirkpatrick – Assistant Executive Director -BancorpSouth Arena and Conference Center
Buddy Palmer – City Council President

Chairman Grubbs called the meeting to order at 3:00 p.m.

Approval of Minutes from July 19th, 2021, Regular Meeting Minutes:

Commissioner Hayden made a motion to approve the minutes from July 21st, 2021, as written seconded by Vice-Chairman McCoy. All commission members voting aye, the motion passed.

Financial Report

Kim Hanna was not at the meeting to report on financials.

Director's Report

Kevan Kirkpatrick began by thanking the commission for their trust in him. He praised the arena staff. He went on to say that since the last meeting we'd had three shows. First the Harlem Globetrotters and we did ok. Sales were lower than normal. Touring during the summer time, fear of Covid and their rebranding all had the same affect. They've done some rebranding that they think the public may not be responding to yet. Then Nate Bargatze and Leanne Morgan comedy show and that show did really well. Then the kids show, Blippi that did about equal to Baby Shark. Update on where we are on show. We currently have 10 shows on sale. One in September, 3 in October and 6 in November. We are going to be announcing two or three more in the coming weeks. We will not be doing ice skating this year. Update on the Shuttered Venue

Grant that was applied for. He received an email saying we were approved for an award but since his name isn't on the website, he's not sure of how much yet. He is working on getting access to through the small business association to get our info. Lots of steps through the federal government. Talking with promoters weekly, some buildings in Oct will require vaccine proof. Small venues are still testing the waters. Still a lot of unknowns. Currently all our shows are full steam ahead with no mandates in place.

Old Business:

Nat said no old business at this time. But he did want to touch on the special meeting that was held on July 26th. He passed out a copy of the minutes for approval. Nat thanked Kevan for stepping up in the absence of a Director. Nat went on to say he has contacted the search company and also talked to the same members of the search committee and all have agreed to be on that committee again.

Commissioner Waller made a motion to approve minutes from the special meeting as written, seconded by Commissioner Allen. All commission members voting aye, the motion passed. Nat continued by saying that the search process will be like it was before.

Nat also stated that a special meeting will be called to go over the budget, since Kim Hanna couldn't make it today.

Beverage Approval:

No Beverage approval at this time.

Check Approval:


Nat asked for a motion to approve the checks from July. Commissioner Hayden motioned to approve the checks. Commissioner Allen seconded the motion. All commissioners voted aye; the motion passed.

Adjournment:

After a few questions and answers about the new search process for a new director, Chairman Grubbs adjourned the meeting at approximately 3:30 p.m.

Yvette Crump
Secretary





Nat Grubbs
Chairman



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE September 30, 2021

SUBJECT: IN THE MATTER OF APPROVAL OF AN ORDINANCE TO ENACT A
WATER RATE INCREASE JT

Request:

The Northeast Mississippi Regional Water Supply District will enact a rate increase of \$0.01/1,000 gallons effective with the November 2021 billing. I request your approval of the attached ordinance allowing Tupelo Water & Light Department to increase our water rates accordingly. This increase will be effective on all water meters read on or after December 1, 2021.

Please let me know if you have any questions.

ORDINANCE

AMENDMENT TO PREVIOUS ORDINANCES, PRESCRIBING AND FIXING RATES AND CHARGES FOR WATER FURNISHED TO CONSUMERS, AND FOR USE OF THE PUBLIC SANITARY SEWER SYSTEM OF THE CITY OF TUPELO, MISSISSIPPI; AND REQUIRING PAYMENT OF SUCH RATES AND CHARGES

WHEREAS, the City of Tupelo adopted an Ordinance prescribing and fixing rates and charges for water and for use of the public sanitary sewer system by the citizens of Tupelo, Mississippi, on June 25, 1987, as amended on March 7, 1989, June 21, 1994, April 18, 1995, October 4, 1995, January 2, 1996, July 16, 1996, April 6, 2004, August 15, 2006, December 1, 2009, November 7, 2013, July 7, 2016, January 7, 2018, October 16, 2018 and November 20, 2018, November 19, 2019, October 6, 2020, October 5, 2021; and

WHEREAS, the City of Tupelo is authorized by Sections 21-27-7 and 21-27-23 of the Mississippi Code Annotated (1972) to prescribe water and sewer rates for its citizens and users; and

WHEREAS, the City of Tupelo is authorized by Miss. Code Anno. Section 21-27-61 (1972 as amended) to establish rates which provide for the acquisition and improvement of the system contingency and for the creation of a cash working fund or a surplus fund to be used for replacement, extension of systems and emergencies; and

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Tupelo as follows:

SECTION ONE: Chapter 26, Article III –Rates and Charges, Section 26-117 as amended October 5, 2021 is hereby amended to read:

Sec. 26-117. – Basic water rate charges inside the city and outside the city.

(a) Effective December 1, 2021, the following schedule of water and sewer rate charges *inside* the city limits is hereby fixed and established:

Rate 1 (Minimum Monthly Bill – Water and Sewer Service)

A minimum monthly bill of not less than twelve dollars and fifty-one cents (\$12.51) shall be paid for each meter for which consumption or usage does not exceed four hundred (400) cubic feet of water.

Rate 2 (Additional Usage – Water and Sewer Service)

For each meter for which there may be consumed or used more than four hundred (400) cubic feet of water per month, payment shall be made at the following rates:

For the first one thousand (1,000) cubic feet used in excess of 400 cubic feet, the charge shall be fifteen dollars and thirty-seven cents (\$15.37) per M cubic feet.

For the next two thousand cubic feet (2,000) cubic feet used in excess of 1,400 cubic feet, the charge shall be seventeen dollars and thirty-five cents (\$17.35) per M cubic feet.

For additional cubic feet used in excess of 3,400 cubic feet, the charge shall be nineteen dollars and seventy-four cents (\$19.74) per M cubic feet.

Customers inside the municipal limits shall pay a monthly sewer bill equal to one hundred percent (100%) of each respective customer's total monthly water bill for the months of October through June. The rate shall decrease to eighty-five percent (85%) of each respective customer's total monthly water bill for residential customers inside the municipal limits for the months of July, August and September.

Provided, however, if any sewer customer inside the municipal limits purchases one hundred thousand (100,000) gallons or more of water per day from the City on a single meter (the "qualifying meter"), such customer shall pay a monthly sewer service fee equal to seventy-five percent (75%) of the qualifying meter's water rate based on actual metered discharge into the sewer system. Said rate reduction applies only to the sewer service fee associated with the qualifying meter.

Rate 3 (Minimum Monthly Bill – Water Service Only)

A minimum monthly bill of not less than thirteen dollars and nine cents (\$13.09) shall be paid for each meter for which consumption or usage does not exceed four hundred (400) cubic feet of water.

Rate 4 (Additional Usage – Water Service Only)

For each meter for which there may be consumed or used more than four hundred (400) cubic feet of water per month, payment shall be made at the following rates:

For the first one thousand (1,000) cubic feet used in excess of 400 cubic feet, the charge shall be sixteen dollars and nine cents (\$16.09) per M cubic feet.

For the next two thousand cubic feet (2,000) cubic feet used in excess of 1,400 cubic feet, the charge shall be eighteen dollars and fourteen cents (\$18.14) per M cubic feet.

For additional cubic feet used in excess of 3,400 cubic feet, the charge shall be twenty dollars and sixty-five cents (\$20.65) per M cubic feet.

(b) The following schedule of water and sewer charges *outside* the city limits is hereby fixed and established:

The following schedule of water charges outside the city limits is hereby fixed and established:

Rate 1 (Minimum Monthly Bill – Water and Sewer Service)

A minimum monthly bill of not less than sixteen dollars and sixty-five cents (\$16.65) shall be paid for each meter for which consumption or usage does not exceed four hundred (400) cubic feet of water.

Rate 2 (Additional Usage – Water and Sewer Service)

For each meter for which there may be consumed or used more than four hundred (400) cubic feet of water per month, payment shall be made at the following rates:

For the first one thousand (1,000) cubic feet used in excess of 400 cubic feet, the charge shall be eighteen dollars and fourteen cents (\$18.14) per M cubic feet.

For additional cubic feet used in excess of 1,400 cubic feet, the charge shall be twenty dollars and one cent (\$20.01) per M cubic feet.

Customers outside the municipal limits, but served by City water services, shall pay a monthly sewer bill equal to one hundred and fifty percent (150%) of each respective customer's total monthly water bill for the months of January through December, where sanitary sewer lines are available

Provided, however, if any sewer customer outside the municipal limits who is served exclusively by city water services produces two hundred thousand (200,000) gallons or more of wastewater per day to be processed through the City wastewater facility, such customer shall pay an amount for monthly sewer service equal to one hundred percent (100%) of such customer's monthly water bill. Sewer customers outside the municipal limits who are not served by City water services exclusively shall pay a monthly sewer bill equal to one-hundred and fifty percent (150%) of what their monthly water bill would be if City water rates applied to such customer's actual water usage, provided that the water association which provides water service to such customers will provide to the City of Tupelo the monthly water meter readings for all of its customers served by City of Tupelo sewer without charge to the City of Tupelo or by other agreement. If the water association which provides water service to City sewer customers who are outside the municipal limits will not provide water meter readings, then the City sewer customers will pay a monthly sewer fee in an amount equal to one-hundred and fifty percent (150%) of the average monthly water bill for residential customers of the certificated area of the Tupelo Water and Light Department from the previous calendar year. This flat rate will be adjusted at the beginning of each calendar year. Industrial waste surcharges for customers located outside the corporate limits shall be the same as for industrial customers located inside the corporate limits of the City. In the event that there is any conflict or overlap between Article VII, Sections 701-703 and this Article X, Section 1001, Article X, Section 1001 shall take precedence.

Rate 3 (Minimum Monthly Bill – Water Service Only)

A minimum monthly bill of not less than seventeen dollars and forty-four cents (\$17.44) shall be paid for each meter for which consumption or usage does not exceed four hundred (400) cubic feet of water.

Rate 4 (Additional Usage – Water Service Only)

For each meter for which there may be consumed or used more than four hundred (400) cubic feet of water per month, payment shall be made at the following rates:

For the first one thousand (1,000) cubic feet used in excess of 400 cubic feet, the charge shall be nineteen dollars and no cents (\$19.00) per M cubic feet.

For additional cubic feet used in excess of 1,400 cubic feet, the charge shall be twenty dollars and ninety-four cents (\$20.94) per M cubic feet.

SECTION TWO. Chapter 26, Article III –Rates and Charges, Section 26-130(a) as amended October 5, 2021 is hereby amended to read:

Section 26-130. - General

- (a) The rates set forth by this amended ordinance in Sec. 26-117 and for all water meters read and sewer charges thereon shall be effective for all purposes after December 1, 2021.

SECTION THREE. The effective date of this amendatory ordinance as to Section 26-117 and Sec. 26-130(a) shall be December 1, 2021. The remainder of Chapter 26, Article III – Rates and Charges as amended October 5, 2021 is hereby ratified and remains in full force and effect as of the effective dates set forth in Sec. 26-130. The Clerk of the Council is hereby directed to cause a copy of this amendatory ordinance to be published one time in accordance with applicable law in the Northeast Mississippi Daily Journal.

The foregoing Ordinance was proposed in a motion by Council Member _____, seconded by Council Member _____, and, after discussion, no Council Member having called for a reading, was brought to a vote as follows:

Council Member Chad Mims	_____
Council Member Lynn Bryan	_____
Council Member Travis Beard	_____
Council Member Nettie Davis	_____
Council Member Buddy Palmer	_____
Council Member Janet Gaston	_____
Council Member Rosie Jones	_____

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance has been passed and adopted on this the _____ day of October, 2021.

CITY OF TUPELO, MISSISSIPPI

BY: _____
President

ATTEST:

Missy Shelton, Clerk of the Council

APPROVED:

Todd Jordan, Mayor

DATE

ATTEST:

Kim Hanna, City Clerk



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Director Tupelo Water and Light

DATE September 30, 2021

SUBJECT: IN THE MATTER OF ORDER APPROVING POLE ATTACHMENT AGREEMENT BETWEEN TUPELO WATER AND LIGHT AND TOMBIGBEE FIBER, LLC, AND AUTHORIZING JOHNNY TIMMONS, DIRECTOR OF TUPELO WATER AND LIGHT DEPARTMENT TO EXECUTE POLE ATTACHMENT AGREEMENT DOCUMENTS ON BEHALF OF CITY

Request:

Approves form of contract agreement between city electric department and Tombigbee Fiber, LLC, to allow attachments by Tombigbee to city electric poles for the provision of broadband fiber services. The agreement establishes: 1) guidelines and procedures between the parties and 2) costs to Tombigbee for these attachments. Also requests approval of city council allowing Johnny Timmons, Director of Tupelo Water and Light Department to sign the agreement documents for subsequent ratification by city council.

Attachments:

Order

Form of Pole Attachment Agreement

ORDER**ORDER APPROVING POLE ATTACHMENT AGREEMENT BETWEEN TUPELO WATER AND LIGHT AND TOMBIGBEE FIBER, LLC, AND AUTHORIZING JOHNNY TIMMONS, DIRECTOR OF TUPELO WATER AND LIGHT DEPARTMENT TO EXECUTE POLE ATTACHMENT AGREEMENT DOCUMENTS ON BEHALF OF CITY**

WHEREAS, the City of Tupelo and Tombigbee Fiber, LLC, have reached a pole attachment agreement to permit Tombigbee Fiber to attach broadband fiber, cables, strand, wires and appliances to utility poles located in the certificated areas of the municipality's electrical utility for the purposes of providing lawful fiber communications services within and around the city limits of Tupelo, Mississippi; and

WHEREAS, the pole attachment agreement provides policies, procedures, rights, obligations, rates and accountings between the parties; and

WHEREAS, the City of Tupelo finds and determines that it is in the public interest to enter this agreement in a substantially same manner as allowed to other lawful fiber communications services providers attaching broadband fiber, cables, strand, wires and appliances to utility poles located in the certificated areas of the municipality's electrical utility.

NOW THEREFORE, BE IT ORDERED BY THE TUPELO CITY COUNCIL as follows:

1. That the form of the attached agreement is approved.
2. Johnny Timmons, Director of the Tupelo Water and Light Department, is authorized to sign the attached agreement in final form on behalf of the city subject to subsequent ratification by the city council.

The foregoing order was proposed in a motion by Council Member _____, seconded by Council Member _____, and after discussion, no council member having called for a reading was brought to a vote as follows:

Councilmember Mims	_____
Councilmember Bryan	_____
Councilmember Beard	_____
Councilmember Davis	_____
Councilmember Palmer	_____
Councilmember Gaston	_____
Councilmember Jones	_____

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the _____ day of _____, 2021.

CITY OF TUPELO, MISSISSIPPI

BUDDY PALMER, City Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN, Mayor

DATE

**LICENSE AGREEMENT FOR ATTACHMENTS
OF CABLES AND ASSOCIATED EQUIPMENT**

THIS LICENSE AGREEMENT ("Agreement") is effective the _____ day of _____, 2021 and is entered into by and between TUPELO WATER AND LIGHT, hereinafter called "Licensor," a department of a municipality of the State of Mississippi, party of the first part, and TOMBIGBEE FIBER, LLC, a Mississippi limited liability company, hereinafter called "Licensee," party of the second part. Licensor and Licensee may be referred to hereafter individually as a "Party" and collectively as the "Parties." Exhibit A hereto is made a part hereof by this reference.

WITNESSETH:

WHEREAS, Licensee furnishes or may furnish lawful fiber communications services within and around the city limits of Tupelo, Mississippi, and has needed and will continue to need to erect and maintain aerial cables, wires and associated wireline appliances throughout the area to be served, and desires to attach certain of such fiber cables, strand, wires and wireline appliances (each, an "Attachment" and, collectively, the "Attachments") to poles of Licensor; and

WHEREAS, Licensor is willing to permit, to the extent that it may do so lawfully and consistent with other joint use and license agreements in effect, Attachments to its poles if, in Licensor's judgment, such use will not interfere with its own service requirements, including considerations of economy, capacity, safety, reliability and generally accepted engineering standards, and if Licensor is protected and indemnified against costs to it arising from such use by Licensee; and

WHEREAS, this Agreement is limited to wireline Attachments and does not contemplate or authorize the attachment of wireless facilities to Licensor's facilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows:

1. Attachment Permit.

(a) Before making an Attachment to any pole or poles of Licensor, Licensee shall make application therefor in the form set forth in Exhibit A, hereto attached and made a part hereof, and if the proposed Attachment is satisfactory to Licensor, a permit therefor will be granted in the form set forth in such Exhibit A no later than thirty (30) days of Licensor's receipt of the Licensee's completed application; provided, however, that in the event Licensee submits applications covering more than twenty (20) proposed Attachments to Licensor within a single thirty (30) day period, Licensor shall have a reasonable period of time to consider and, if appropriate, grant a permit for the Attachments it deems satisfactory and will not be limited by the aforementioned thirty-day period. Upon receipt of such permit, Licensee shall have a non-exclusive, revocable license to make such Attachments to Licensor's poles for any lawful communications purpose, subject to the provisions of this Agreement. Licensee shall obtain the express written approval of Licensor in the form set forth in Exhibit A prior to any material modification of an Attachment, provided that routine maintenance of Licensee's Attachments shall not be considered a material modification requiring prior written approval. Licensee shall also obtain the express

written approval of Licensor prior to any use of Licensor's facilities or other property other than for the making of an Attachment and, except to the extent inconsistent with Licensor's written approval of such use, the obligations under this Agreement shall apply.

2. Maintenance and Relocation.

(a) Licensee shall, at its own expense, make and maintain such Attachments in safe condition and in thorough repair, and in a manner satisfactory to Licensor and so as not to interfere with the use of said poles by Licensor, or by other companies using said poles, or to interfere with the use and maintenance of facilities thereon or which may from time to time be placed thereon. Licensee shall, at its own expense, within thirty (30) days of notification from Licensor (unless, in Licensor's sole discretion, safety, emergency or power supply considerations or restoration efforts require Licensee to take corrective action within a shorter period), remove, relocate, replace, or renew its Attachments and facilities placed on said poles, or transfer them to substitute poles, or perform any other work in connection with the said Attachments and facilities that may be required by Licensor.

(b) Without limitation of the requirements of subsection (a), if any of Licensee's Attachments do not conform with the technical requirements and specifications listed in Section 3, Licensee shall at its own expense upon notice by Licensor correct any such nonconformance within fourteen (14) days of notification by Licensor (unless in Licensor's sole discretion safety considerations require Licensee to take corrective action within a shorter period).

(c) Should the Licensee fail to remove, relocate, replace or renew its facilities, fail to transfer its Attachments to the new pole or fail to perform any other work required of Licensee under subsections (a) or (b), immediately above (collectively, "Maintenance and Relocation"), after the date reasonably specified by Licensor for such Maintenance and Relocation ("Maintenance and Relocation Date"), Licensor will have the following rights, in addition to any other rights and remedies available under this Agreement:

(i) Licensor, in its sole discretion, may require Licensee to pay the full cost incurred by Licensor to return to the job site to inspect the status of Licensee's work and, as applicable, the cost incurred by Licensor to remove the old pole.

(ii) Licensor may, at Licensee's sole risk and without warranty of any kind, perform such Maintenance and Relocation work, and Licensee shall reimburse Licensor for the full expenses thereby incurred by Licensor.

The intent of this subsection is to ensure timely Maintenance and Relocation.

(d) Licensee shall establish and maintain a designated contact person or persons for ordinary Maintenance and Relocation requests of Licensor during Licensor's normal business hours and a designated contact person or persons for emergency Maintenance and Relocation requests. The designated contact person or persons for emergency Maintenance and Relocation requests shall be reasonably available to Licensor 24 hours per day, 7 days a week, throughout the year. As of the date of this Agreement, the designated contact persons are:

Tombigbee Fiber, LLC

662-8427635

Brian Wood - bwood@tombigbeeelectric.com

Michael Dickinson - mdickinson@tombigbeeelectric.com

Matt Fennell – mfennell@ tombigbeeelectric.com

Toby Mask – tmask@ tombigbeeelectric.com

(e) If requested by Licensor, Licensee will join the National Joint Use Notification System (“NJUNS”) or other similar notification system(s) identified and utilized by Licensor to facilitate required notices, including, but not limited to, any notices relating to Relocation and Maintenance work. Licensor will determine the extent to which notifications via NJUNS or other similar notification system will be utilized for delivering notices for various operational tasks under this Agreement and will notify Licensee of such requirements. Following notification of such requirements, from time to time, Licensee will comply with Licensor’s requirements.

(f) If requested by Licensor, Licensee will tag all of its Attachments to allow for ready identification of the type of Attachment and its owner. Licensee shall have six (6) months from the date of Licensee’s first request to tag Attachments that were authorized prior to the request. Licensee shall be responsible for periodically inspecting its Attachments to ensure that they are tagged with approved permanent identification markers. Should Licensor encounter any Attachments without required permanent identification markers, Licensor shall notify Licensee of such Attachments. Licensee shall thereafter have one hundred twenty (120) days from receipt of notice to place such markers, and if Licensee fails to mark such Attachments, each Attachment shall be subject to a one-time additional charge of five dollars (\$5.00) per unmarked Attachment and to on-going monthly charges in the amount of one dollar (\$1.00) per unmarked Attachment per month until such Attachment is appropriately marked.

(g) Nothing in this Section shall operate to impose any liability upon Licensor for any loss or injury arising directly or indirectly from Licensee’s failure to conform to applicable technical requirements and specifications, and nothing in this Section shall operate to relieve or in any way limit Licensee’s obligations to indemnify Licensor under this Agreement.

3. Minimum Requirements. Licensee’s fiber, cables, strand, wires and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical Safety Code in effect at the time the Attachment is made, and with any amendments or provisions of said code or practices made applicable to such Attachment, and in further compliance with any rules or orders now in effect or that hereafter may be issued by Licensor or any governmental authority having jurisdiction. Licensor may, from time to time, provide Licensee with drawings that are descriptive of required construction under some typical conditions, and that are to serve as construction guides for Licensee. Such drawings may be superseded, amended, or added to from time to time as may be required by Licensor, and Licensor may also from time to time impose such additional requirements on Licensee as deemed necessary in Licensor’s sole

discretion to promote the safe and efficient operation of Licensor's electric distribution system.

4. Pole Replacements and Rearrangements. In the event that any pole or poles of the Licensor to which Licensee desires to make Attachments are inadequate to support the additional facilities in accordance with the aforesaid specifications, the Licensor will notify the Licensee of any changes necessary to provide adequate poles and the estimated cost thereof. If the Licensee still desires to make the Attachments it shall authorize the Licensor to make the necessary changes and shall reimburse the Licensor for the full expense incurred by Licensor in making such changes. Where the Licensee's desired Attachments can be accommodated on present poles of the Licensor by rearranging Licensor's facilities thereon, the Licensee shall compensate the Licensor for the full expense incurred in completing such rearrangements. Licensor shall take reasonable steps to complete non-complex changes, rearrangements, or other construction necessary to make ready poles for said Attachments within sixty (60) days of approval of the permit issued pursuant to Section 1 herein; provided, however, that if make ready work is required for more than ten (10) poles at one time or if such make ready work is of a complex nature, Licensor shall complete such changes, rearrangements, or other construction of each pole within a reasonable period of time and not necessarily within the aforementioned sixty (60) day period. The Licensee will also reimburse the owner, or owners, of other facilities attached to said poles for the full expense incurred by such owner or owners, in transferring or rearranging said facilities. Any straightening of poles (guying) required to accommodate the Attachments of the Licensee shall be provided by and at the full expense of the Licensee and to the satisfaction of the Licensor. Licensee shall pay Licensor for actual engineering costs, plus applicable overheads, resulting from engineering studies regarding routing, spacing and design changes made necessary because of facilities proposed by and for the Licensee. When multiple applications, including any application of Licensee's, are received by Licensor with respect to any pole or anchor which must be replaced or rearranged to provide additional space, prior to commencement of the work on that pole or anchor, Licensor will endeavor to prorate to the extent that it is practical between Licensee and the other applicants for pole or anchor space, the common expenses of engineering, rearrangement and replacement, if any, which result from the processing of multiple applications. Licensee shall be bound by Licensor's determination as to any such proration of costs to Licensee.

5. Required Removal or Relocation.

(a) Should Licensor, another utility or entity with whom Licensor then has a joint use agreement, or a governmental entity need for its own service requirements the space occupied by Licensee's Attachments, Licensee will be notified that it shall either surrender its license for those Attachments and, at its own expense, vacate the space by removing such Attachments, or it shall authorize Licensor to replace or rearrange the applicable poles, at Licensee's full expense, in accordance with Section 4 of this Agreement; provided, however, Licensee shall not be required to remove or relocate any Attachment to allow attachments of a third party until the attaching party pays Licensee's reasonable costs of removal or relocation, unless such third party possesses a legal right to make such attachment that existed before the date Licensor granted Licensee a permit to make its Attachment.

(b) If Licensor moves any portion of its overhead system underground, Licensee shall remove its Attachments from the affected poles within sixty (60) calendar days of receipt from notice from Licensor, and Licensee must either relocate its affected facilities underground or must find other means to accommodate such facilities. If the Licensee does not remove its facilities within sixty (60) days, Licensee shall be subject to the fees set forth in Section 2(c), above, until such facilities

are removed, and Licensor may also remove such facilities at Licensee's expense and at Licensee's sole risk.

(c) In the event that Licensee's use of Licensor's pole is or becomes (in the determination of Licensor) forbidden by federal, state, county or municipal authorities or by owners of private property, Licensor shall provide sixty (60) days' notice (or less if required in the determination of Licensor) to Licensee that the authorization for the Attachment will be terminated and that Licensee must remove the Attachment at its own expense. If the Licensee does not remove its facilities within the designated period, Licensee shall be subject to the fees set forth in Section 2(c), above, until such facilities are removed, and Licensor may remove such facilities at Licensee's expense and at Licensee's sole risk.

(d) Nothing in this Section 5 shall limit the authorization of Licensor to require maintenance, removal or relocation of Attachments in accordance with the provisions of Section 2, above.

6. Pole Count.

(a) Periodic Pole Count. On or about December 31, 2022 and no more often than every three (3) years thereafter, Licensor (or a third party contractor selected by Licensor) shall perform an inventory of Attachments on its poles in all of the territory covered by this Agreement for the purpose of verifying the number and location of Attachments. Licensee may provide a representative to participate in such pole counts, and such pole counts to determine the number of Licensee's Attachments shall be at Licensee's expense; provided, however, that Licensor shall use reasonable efforts to coordinate pole counts required under this Agreement with pole counts required under other agreements so the costs associated with such pole counts can be shared among users of Licensor's poles. By participating in such pole counts, Licensor does not assume any obligation or responsibility for Licensee's Attachments nor do such pole counts relieve Licensee of any responsibility, obligation, or liability that accrue under this Agreement for Attachments actually made or maintained by Licensee during the term hereof.

(b) Fee for Unreported Attachments. If any Attachments shall be found on Licensor's poles for which no license is outstanding, then without prejudice to its other rights or remedies under this Agreement or otherwise, Licensor may impose (i) impose a past rental charge, and (ii) require Licensee to submit an application for such Attachment in accordance with the provisions of Section 1 (and Licensee acknowledges that Licensor shall disregard Licensee's prior use of the Attachment and that such application shall be considered in the same manner and to the same extent as other applications for new or modified Attachments are considered under this Agreement). For purposes of determining the charge, in the absence of satisfactory evidence to the contrary, the Attachment shall be treated as having existed since the last annual payment date to be included on the upcoming year's payment. No act or failure to act by Licensor with regard to said fee or said unlicensed use shall be deemed as a ratification of the unlicensed use, and if any permit for an Attachment should be subsequently issued under Section 1 of this Agreement, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights under this Agreement.

7. Safety Precautions. Licensee shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance or operation of Licensee's Attachments, and to avoid interference with Licensor's safe and efficient

operation of its electric distribution system. Should any such injury, damage or interference occur despite such steps, Licensee shall promptly notify Licensor within 7 days of Licensee's (and/or its contractor's) discovery of such injury, damage or interference. At Licensor's option, and without waiver or limitation of other rights of Licensor under this Agreement, Licensee shall promptly within 7 days of receipt of notice from Licensor either (i) repair such damage and/or resolve such interference, or (ii) compensate Licensor for the cost of repairing any such damage and/or resolving such interference, and in all events shall indemnify Licensor as provided in Section 16.

8. Limitation of Liability. Licensor reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements. Licensor shall not be liable to Licensee for any interruption to service of Licensee or for interference, however caused, with the operation of the cables, wires and appliances of Licensee, arising in any manner out of the use of Licensor's poles hereunder, including any effects undesirable to Licensee which the presence, breakdown, operation, maintenance, alterations of, or additions to, the lines and other facilities of Licensor or those jointly using Licensor's poles may have upon the Attachments or the transmissions of Licensee, even if the cause of such effects are attributable to the negligence (including, to the fullest extent permitted by law and without limitation, Licensor's sole negligence) on the part of Licensor or its agents. Without limitation of the foregoing and to the fullest extent permitted by applicable law, Licensor shall not, in any circumstance, be liable to Licensee for any indirect, incidental, or consequential damages (including but not limited to loss of profits, damages to business reputation, lost opportunity, or other remote items of damage) arising in any manner out of the use of Licensor's poles hereunder.

9. Assumption of Risk. Licensee expressly assumes responsibility for determining the condition of all poles to be climbed or worked on by its employees, agents, contractors or subcontractors, and to the fullest extent permitted by law, assumes all risks (including, without limitation, risks arising from Licensor's sole negligence) related to the construction, operation and maintenance of Licensee's Attachments on Licensor's facilities.

10. Qualifications of Employees, Agents and Contractors.

(a) Licensee shall require all of its employees, agents and contractors that install or maintain the Attachments to be appropriately qualified and trained to work on and in the vicinity of electric distribution poles.

(b) Licensee shall require its contractors to comply with the work rules and other operating requirements of Licensor under this Agreement and with the insurance and indemnification obligations of Licensee under this Agreement as if each such contractor were the Licensee for purposes of this Agreement. Licensee shall ensure that Licensor is an intended third party beneficiary of such requirements with enforceable rights against each such contractor, and that such rights are enforceable against each such contractor in the same manner and to the same extent as Licensor has such rights against Licensee under this Agreement. Without limitation of the other requirements of this Agreement, Licensee shall indemnify Licensor for all liabilities, claims, demands and costs (including, without limitation, any attorneys' and/or legal fees or costs) arising from its failure to comply with the requirements of this Section.

11. Legal Authority. Each Party shall be responsible for obtaining its own rights-of-way and easements. LICENSOR DOES NOT REPRESENT OR WARRANT THAT ANY OF ITS RIGHTS-OF-WAY OR EASEMENTS ENTITLE LICENSEE TO ACCESS THE PROPERTY

UNDERLYING LICENSOR'S DISTRIBUTION POLES. Licensee shall submit to Licensor evidence, upon reasonable request of Licensor and in a form reasonably satisfactory to Licensor, of Licensee's authority to erect and maintain its facilities within public streets, highways and other thoroughfares, and shall secure any necessary consent from state or municipal authorities or from the owners of the property upon which the poles are located to construct and maintain Licensee's facilities thereon. Licensee shall continue to maintain all such required authorizations and consents during the term of this Agreement, and Licensee shall indemnify, protect, and save harmless Licensor from and against any and all claims and demands including without limitation any attorney and/or legal fees or costs incurred by Licensor which result from claims of governmental bodies, property owners, or others that in any way result from Licensee not having a sufficient right or authority for placing and maintaining Attachments on Licensor's poles.

12. Attachment Fee.

Licensee shall pay to the Licensor, for Attachments, including service drops, made to poles under this Agreement, a rental at the rate of \$12.96 per Attachment per year, which is the rate effective as of October 1, 2021 and which shall remain in effect until September 30, 2022. Rental payments shall be based upon the number of poles on which attachments are being maintained on the first day of September of each year. Payments shall be made within thirty (30) days of Licensee's receipt of Licensor's invoice for such Attachment Fee, as set forth in herein. The Parties understand and agree that the Tennessee Valley Authority is the Licensor's regulator and may determine a different rate is appropriate. In the event that TVA requires a different rate (the "TVA rate"), the TVA rate shall be so adjusted and applied from and after the effective date of the TVA rate.

13. Adjustment of Attachment Fee. Upon the expiration of the rate period set forth in Section 12, above, the then applicable rate shall be escalated, effective October 1, 2022, and annually thereafter, at a rate of 3% per year. In the event that TVA requires that a different rate should be used, the TVA rate shall be used.

14. Precautions of Licensee. Licensee shall exercise precautions to avoid damage to facilities of Licensor and of others supported on Licensor's poles, and hereby assumes responsibility for any and all loss for such damage attributable to Licensee's actions or failures to act, including those of its agents and contractors. Licensee shall make an immediate report to Licensor upon Licensee's discovery of the occurrence of any such damage and, in addition to such other obligations as Licensee may have, hereby agrees to reimburse Licensor for the full expense incurred by Licensor in making repairs.

15. DISCLAIMER OF ALL WARRANTIES. LICENSOR MAKES NO WARRANTIES UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS AND EXCLUDES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR FURTHER SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF LICENSOR'S DISTRIBUTION POLES.

16. Indemnification of Licensor.

(a) Licensee shall indemnify, protect, and save Licensor, as well as the City of Tupelo, Mississippi, harmless from and against any and all liabilities, claims, demands and costs (including, without limitation, any attorneys' and/or legal fees or costs) incurred by reason of (a) damage to property, (b) injury to or death of persons, including payments made under any workers' compensation law or under any plan for employees' disability and death benefits, and (c) any slander, defamation, or infringement claim, provided that the foregoing liabilities, claims, demands and costs arise out of or are caused by the erection, maintenance, presence, use, removal, or abandonment of Licensee's Attachments, or by the proximity of the respective cables, wires, apparatuses and appliances of the Licensee to any of the facilities belonging to the Licensor or to parties jointly using the Licensor's poles, or by any act of Licensee or its employees, agents and contractors on or in the vicinity of Licensor's poles. Licensee shall further indemnify, protect, and save Licensor harmless from and against any and all other liabilities, claims, demands and costs (including, without limitation, any attorneys' and/or legal fees or costs) which may arise out of or be caused by the erection, maintenance, presence, use, removal, or abandonment of said Attachments, or by the proximity of the respective cables, wires, apparatus and appliances of the Licensee to any of the facilities belonging to the Licensor or to parties jointly using the Licensor's poles, or by any act of Licensee on or in the vicinity of Licensor's poles. The obligations of this Section 16 shall survive termination or non-renewal of this Agreement, shall be enforced to the fullest extent permitted by applicable law (including without limitation and to the fullest extent permitted by law, to cover liabilities, claims, demands and costs arising from Licensor's sole negligence), and the obligations of this Section 16 shall be construed liberally in favor of indemnification of Licensor.

(b) The indemnification obligations of Licensee under this Section 16 and under other provisions of this Agreement are cumulative and not exclusive. Licensor's request for indemnification under one or more Sections shall not preclude or in any way waive or limit Licensor's ability to seek indemnification under other provisions of this Agreement.

17. Insurance. Licensee shall carry insurance, to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. Licensee shall ensure that Licensor is named as an additional insured on all applicable policies. The amounts of such insurance against liability due to damage to property or to injury or death of persons as to any one occurrence shall be in the amount of \$2,000,000.00 per injury or damage claim with a total of \$5,000,000.00 against all damage claims. Licensee shall also carry such insurance as will protect it from claims under any workers' compensation laws in effect that may be applicable to it. Licensee shall submit to Licensor certificates from each company insuring Licensee demonstrating that it has insured Licensee for all liabilities of Licensee under this Agreement and that it will not cancel, change, nor fail to renew any policy of insurance issued to Licensee except after thirty (30) days' notice to Licensor. Notwithstanding any other provision in this Agreement to the contrary, Licensor may immediately terminate this Agreement upon cancellation or non-renewal of any of the policies required under this Section 17.

18. Removal of Attachments. Licensee may at any time remove its Attachments from any pole or poles of Licensor, but shall give Licensor written notice of all such removals during the covered reporting period no less frequently than monthly. No refund of any rental will be due on account of such removal, and Licensee shall follow the process under Section 1 of this Agreement before making any new Attachments to such pole or poles.

19. Impermissible Attachments. Upon notice from Licensor to Licensee that the use of any pole or poles is forbidden by municipal authorities or property owners, the permit covering the use of such pole or poles shall be terminated and the Attachments of Licensee shall be removed from the affected pole or poles, at Licensee's sole cost and expense. Licensor may, in its sole discretion, allow Licensee reasonable opportunity to attempt to resolve any such dispute with municipal authorities or property owners prior to requiring removal of such Attachments, but such decision shall be without limitation or waiver of any rights Licensor may have under this Agreement including, without limitation, Section 11, Section 16, or this Section 19.

20. Abandonment. If the Licensor desires at any time to abandon any pole, it may give the Licensee notice in writing to that effect at least thirty (30) days prior to the date on which it intends to abandon such pole, or Licensor may alternatively abandon the pole to another licensee of Licensor ("Another Licensee") upon not less than thirty (30) days prior notice. In the event of an abandonment to Another Licensee, Licensor shall provide Licensee with a copy of the notice of Licensor's intent to abandon such pole. If, at the expiration of such period, the Licensor shall have no attachments on such pole but the Licensee shall not have removed all of its Attachments therefrom, such pole shall thereupon become the property of the Licensee (or of Another Licensee as specified in the notice to Licensee). In the event of any abandonment, whether to Licensee or to Another Licensee, and without limitation of other requirements of Licensee under this Agreement, the Licensee shall indemnify Licensor from all obligation, liability, damage, cost, expenses or charges incurred thereafter (including attorney and/or legal fees or costs) because of, or arising out of, the presence or condition of such pole or poles or the presence of any of Licensee's Attachments thereon. If Licensor abandons a pole or poles to Licensee, then Licensee shall also pay the Licensor a sum equal to the then value in place of such abandoned pole or poles, or such other equitable sum as may be agreed upon between the parties.

21. Termination Upon Default. If Licensee shall fail to comply with any of the provisions of this Agreement, including the technical requirements and specifications set forth in Section 3 hereof, or default in any of its obligations under this Agreement and shall fail within thirty (30) days after written notice from Licensor to correct such default or non-compliance, Licensor may, at its option, terminate this Agreement or the permit covering the poles as to which such default or non-compliance shall have occurred.

22. Payment.

(a) Whenever Licensee is required under this Agreement to reimburse Licensor for Licensor's costs or expenses, such costs and expenses shall include Licensor's full cost and expense determined in accordance with Licensor's regular and customary methods for determining such cost and expense, including without limitation, applicable overhead charges, administrative costs and related costs and expenses.

(b) Whenever Licensee is required under this Agreement to reimburse Licensor for Licensor's costs and expenses, Licensor may in its sole discretion require Licensee to submit a deposit in an amount up to Licensor's reasonable estimate of the costs and expenses associated with such work prior to performing all or any part of such work. The failure to require an advance payment shall not constitute a waiver of Licensor's ability to present Licensee with a bill for such costs.

(c) Except for advance payments expressly required in this Agreement, bills for expenses, Attachment fees, and other charges under this Agreement shall be payable within thirty (30) days after presentation, and a late charge payment charge of 1.5% per month (or the maximum amount permitted by applicable law) shall apply to the unpaid balance of delinquent bills for each month or part thereof that any bill remains unpaid. Non-payment of a bill shall constitute a default under this Agreement.

(d) If at any time Licensee fails to pay a bill for Attachment fees within thirty (30) days after presentation, Licenser may, in addition to such other rights as Licenser may have under this Agreement, at any time thereafter and from time to time in its sole discretion, require Licensee to immediately submit a deposit in an amount up to Licenser's reasonable estimate of the Licensee's Attachment fees for the following year. The failure to require an advance payment shall not constitute a waiver of Licenser's ability to present Licensee with a bill for such Attachment fees.

23. Waiver. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect. To be effective, any waiver must be in writing and signed by the party granting the waiver.

24. No Effect on Other Agreements. Except as expressly set forth in this Agreement, nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Licenser, by contract or otherwise, to others not parties to this Agreement, to use any poles covered by this Agreement; and Licenser shall have the right to continue and extend such rights and privileges. The attachment privileges herein granted shall at all times be subject to such contracts and arrangements existing prior to each Attachment permit granted by Licenser. The attachment privileges herein granted shall be non-exclusive and the Licenser shall have the right in its sole discretion to grant attachment privileges of any sort to any person, firm or corporation.

25. Assignment. Licensee shall not assign, transfer or sublet the privileges hereby granted without the prior consent in writing of Licenser, which consent may not be unreasonably withheld. Licenser may condition such consent upon the assignee's or transferee's agreement to the terms and conditions set forth in this Agreement as they may be reasonably added to or modified by Licenser.

26. No Ownership or Property Rights. No use, however extended, of Licenser's poles under this Agreement shall create or vest in Licensee any ownership or property rights in said poles, but Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Licenser to maintain any of said poles for a period longer than demanded by its own service requirements.

27. Term. This Agreement shall become effective upon its execution and if not otherwise terminated, shall continue in effect for a term of one (1) year. Thereafter, this Agreement shall automatically renew for terms of one (1) year. In addition to other rights of termination arising under this Agreement, either party may terminate this Agreement by giving to the other party at least six (6) months' written notice of intention to terminate prior to the expiration of the then-existing term. Upon termination of the Agreement in accordance with any of its terms, Licensee shall remove its cables, wires and appliances from all poles of Licenser within ninety (90) days of termination. If not so removed, Licenser shall have the right to remove them at the full cost and expense of Licensee and without any liability therefor.

28. Bond Requirements. Licensee shall furnish and continuously maintain bond or satisfactory evidence of contractual insurance coverage to guarantee the payment of any sums which may become due to Licensors for rentals or for work performed for the benefit of Licensee under this Agreement by any of its provisions in the amount equal to the current rental charge multiplied by the total number of poles attached, but in no case less than \$20,000.00.

29. Permitted Successors and Assigns. Subject to the provisions of Section 25, hereof, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

30. Unauthorized Attachments. Without limitation or waiver of any other rights that Licensors may have under applicable law, the obligations (but not the rights) of Licensee under this Agreement shall apply to any unauthorized Attachment or other unauthorized use of Licensors's system, facilities, or other property, as if such use were an authorized Attachment. No act or failure to act by Licensors with respect to any unauthorized attachment shall be deemed to ratify or license the unauthorized Attachment.

31. Survival of Obligations. Notwithstanding any termination or non-renewal of this Agreement and without limitation of Section 16, the obligations (but not the rights) of Licensee under this Agreement shall continue to apply to any Attachment, unauthorized Attachment or other authorized or unauthorized use of Licensors's system, facilities, or other property for so long as Licensee continues to use Licensors's system, facilities, or other property.

32. Force Majeure. Except as may be expressly provided otherwise, neither Party shall be liable to the other for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to: (a) acts of God, fire, explosion, vandalism, storm, or other similar occurrences; (b) national emergencies, insurrections, riots, acts of terrorism, or wars; or (c) strikes, lockouts, work stoppage, or other labor difficulties. To the extent practicable, the Parties shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the force majeure event causing the failure or delay has ceased. Each Party shall promptly notify the other Party of any delay in performance under this section and its effect on performance required under this Agreement.

33. Notice. Notices shall be written, and when (a) personally delivered, effective on delivery; (b) sent by facsimile or electronic mail, effective upon receipt; or (c) sent by certified United States mail or reputable overnight courier, return receipt requested, effective upon receipt. All such notices shall be addressed to the parties as set forth on the signature page hereof, or to any other address specified in writing by either party.

LICENSOR

Johnny Timmons
320 North Front Street
Tupelo, MS 38804
(662) 841-6460
J.Timmons@tupeloms.gov

LICENSEE

Scott R. Hendrix
P.O. Box 89
Tupelo, MS 38802
(662) 842-7635
shendrix@TombigbeeElectric.com

34. Applicable Law. This Agreement is deemed executed in the State of Mississippi and

shall be construed under the laws of the State of Mississippi, without regard to its conflict of laws principles. Any legal action regarding enforcement of this Agreement shall be commenced and heard in the appropriate court having jurisdiction and venue in Lee County, Mississippi ("Court"), and the Parties consent and submit to the jurisdiction and venue of the Court.

SIGNATURE PAGE BELOW

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

TOMBIGBEE FIBER, LLC.

By: _____
SCOTT R. HENDRIX, CEO

ADDRESS

CITY OF TUPELO ELECTRIC DEPARTMENT

By: _____
JOHNNY TIMMONS, Director

EXHIBIT A

PERMIT NO. _____
 SUPERSEDING _____

APPLICATION AND PERMIT FOR ATTACHMENTS

By: TOMBIGBEE FIBER, LLC

To: CITY OF TUPELO ELECTRIC DEPARTMENT

We, the undersigned, TOMBIGBEE FIBER, LLC, hereby request permission to make the following attachments to your poles and fixtures described below, at the rentals and under the terms and conditions of, and according to the specifications contained in the LICENSE AGREEMENT, executed between us on _____.

GENERAL NATURE OF DETAIL OF ATTACHMENTS

(Show each class of attachments separately, and attach a drawing of sites and poles covered by this request that includes, at a minimum, all pole locations and, for each pole, existing attachments on each such pole, including the lowest existing power line, all street lighting and similar attachments, and other existing communications, cable and similar attachments)

LOCATION OF POLES	NUMBER, TYPES AND HEIGHT OF ATTACHMENTS	RATE PER YEAR PER ATTACHMENT	TOTAL ANNUAL
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TOMBIGBEE FIBER, LLC

By: _____

Date: _____

Title: _____

The above attachments have been approved as of _____(Date).

CITY OF TUPELO ELECTRIC DEPARTMENT

By: _____

Title: _____