



TUPELO REGULAR CITY COUNCIL MEETING

DECEMBER 05, 2023 AT 6:00 PM
CHURCH STREET SCHOOL AUDITORIUM
445 NORTH CHURCH STREET

AGENDA

INVOCATION: COUNCIL MEMBER LYNN BRYAN

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER NETTIE DAVIS

CALL TO ORDER: COUNCIL PRESIDENT TRAVIS BEARD

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

APPEALS

CITIZEN HEARING

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

ROUTINE AGENDA

- 1.** IN THE MATTER OF MINUTES OF NOVEMBER 21, 2023 MEETING
- 2.** IN THE MATTER OF BILL PAY **KH**

NETTIE DAVIS
BUDDY PALMER
ROSIE JONES
- 3.** IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
- 4.** IN THE MATTER OF BUDGET AMENDMENT #3 FOR FY 202 **KH**
- 5.** IN THE MATTER OF LICENSE COMMISSION MINUTES OF OCTOBER 24, 2023 **TN**
- 6.** IN THE MATTER OF PLANNING COMMITTEE MINUTES OF OCTOBER 2, 2023 **TN**
- 7.** IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – SIGNS (TABLED AT NOVEMBER 7, 2023 MEETING)**TN**
- 8.** IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – MULTIFAMILY (TABLED AT NOVEMBER 7, 2023 MEETING)**TN**
- 9.** IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – CONGREGATE LIVING (TABLED AT NOVEMBER 7, 2023 MEETING)**TN**
- 10.** IN THE MATTER OF DONATION TO CITY OF SALTILLO PARKING CURBS **AF**
- 11.** IN THE MATTER OF AWARD OF ROW LINE CLEARANCE CONTRACT (BID NO. 2023-015WL) **JT**
- 12.** IN THE MATTER OF APPROVAL OF CHANGE ORDER # 1 & SUMMARY FOR THE NORTH GREEN STREET SUBSTATION (BID NO 2023-033WL) **JT**
- 13.** IN THE MATTER OF TRA MINUTES OF SEPTEMBER 21, 2023 **DB**
- 14.** IN THE MATTER OF APPROVAL OF SOLID WASTE DISPOSAL SERVICE AGREEMENT BETWEEN THREE RIVERS SOLID WASTE AUTHORITY AND CITY OF TUPELO, MISSISSIPPI AND AUTHORIZATION OF MAYOR TO SIGN ON BEHALF OF THE CITY **BL**
- 15.** IN THE MATTER OF THE APPROVAL OF AN APPLICATION MADE BY THE NEIGHBORHOOD DEVELOPMENT CORPORATION FOR CONDITIONAL AMNESTY OF LIENS ASSESSED AGAINST REAL PROPERTY LOCATED OWNED BY IT AT 1100 CHAPMAN DRIVE **SR**

(CLOSE REGULAR SESSION)

STUDY AGENDA

- S1.** IN THE MATTER OF APPROVAL OF BID 2023-048DS – COMPREHENSIVE PLAN
2025-2040 - REQUEST FOR PROPOSALS TN

EXECUTIVE SESSION

ADJOURNMENT



AGENDA REQUEST

TO: Mayor and City Council
FROM: Missy Shelton, Council Clerk
DATE November 30, 2023
SUBJECT: IN THE MATTER OF MINUTES OF NOVEMBER 21, 2023 MEETING

Request:

For your review and approval.

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

NOVEMBER 21, 2023

Be it remembered that a regular meeting of the Tupelo City Council was held in the Church Street School auditorium on Tuesday, November 21, 2023, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney, and Missy Shelton, Clerk of the Council. Council Member Palmer led the invocation. Council Member Gaston led the pledge of allegiance

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Council Member Davis moved, seconded by Council Member Palmer, to confirm the agenda and agenda order as presented. The vote was unanimous in favor.

IN THE MATTER OF SWAT TEAM RECOGNITION

Mayor Todd Jordan called on Police Chief John Quaka for the recognition of the SWAT team. Chief John Quaka recognized the members of the SWAT team, who recently won 1st place in a competition. The members who participated were: Brett Bramlett, Tyler Moore, Mitchell Cunningham, David McRee, Ben Uhiren and Blake Burress.

IN THE MATTER OF RECOGNITION OF BLUE CROSS BLUE SHIELD FOR THE HEALTHY HEROES PROGRAM FOR TUPELO PARKS AND RECREATION

Major Todd Jordan called on Park and Recreation Director Alex Farned for the Healthy Heroes recognition. Alex Farned recognized Officer Allan Chavers of the Police Department and Carlos Brown of the Fire Department, for participating in the Blue Cross Blue Shield Healthy Heroes program.

PUBLIC RECOGNITION

Council Member Chad Mims congratulated all those who were recognized tonight for the accomplishments and service with the City of Tupelo.

Council Member Rosie Jones congratulated those recognized and also recognized Deputy Chief Anthony Hill for the NAACP award he received last weekend.

Council Member Buddy Palmer also congratulated those who participated in the Blue Cross Blue Shield program and the SWAT competition.

Council Member Nettie Davis extended accolades to Deputy Chief Anthony Hill for special recognition for his service with the police department and the community. She also congratulated Council Member Rosie Jones for receiving the Boyce Grayson award for dedicated service in the community.

Council Member Travis Beard said the pickleball tournament last weekend had over 200 participants. He also commended the Park and Recreation Department, along with Council Member Palmer, for the great Veterans Day program. He said the program was outstanding and the first female speaker participated. Lastly, he recognized Lucia Randle and the awards for the Downtown Main Street Association, which included Chuck Williams, Public Works Director.

MAYOR'S REMARKS

Mayor Todd Jordan said he recently gave the welcome to the Gifted Teachers of Mississippi Association last week at the Cadence Bank Conference Center. He gave thanks to Kevan Kirkpatrick and his team for a job well done with over 500 participants. Not only did they bring their group to Tupelo, but they have also committed to come back next year for their conference. He wished everyone a Happy Thanksgiving and safe travel.

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one appeared to speak on the final lot mowing list:

Parcel Location

085P2101700 1582 OAKVIEW DR
077Q3621900 202 ENOCH AVE

IN THE MATTER OF MINUTES OF NOVEMBER 7, 2023 REGULAR COUNCIL MEETING

Council Member Palmer moved, seconded by Council Member Bryan, to approve the minutes of the November 7, 2023 regular Council meeting. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF BUDGET AMENDMENT #2 FOR FY 2024

Council Member Bryan moved, seconded by Council Member Palmer, to approve budget amendment #2 for the 2023-2024 budget. The vote was unanimous in favor. APPENDIX B

IN THE MATTER OF STATE APPROVED HOLIDAYS FOR CITY EMPLOYEES

Governor Tate Reeves issued a proclamation in accordance with Miss Code Anno. §3-3-7 (1972 as amended), authorizing cities, at their discretion, to close all offices on Friday, November 24, 2023, in further observance of the Thanksgiving holiday and on Tuesday, December 26, 2023, in further observance of Christmas. Council Member Davis moved, seconded by Council Member Palmer, to authorize the city to take these additional days off. The vote was unanimous in favor. APPENDIX C

IN THE MATTER OF AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF TUPELO AND TOWNES CONSTRUCTION FOR THE CONSTRUCTION OF GUMTREE PARK STORM WATER DRAINAGE INFRASTRUCTURE AND FUNDED BY THE AMERICAN RESCUE PLAN ACT TO INCLUDE SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES AS REQUIRED BY THE MISSISSIPPI DEPARTMENT OF ENVIORNMENTAL QUALITY

Council Member Bryan moved, seconded by Council Member Davis, to approve an 'Amendment to the Contract Between the City of Tupelo and Townes Construction for the Construction of Gumtree Park Storm Water Drainage Infrastructure and Funded by the American Rescue Plan Act (ARPA) to Include Subaward Terms and Conditions for Contracted Parties as Required by the Mississippi Department of Environmental Quality (MDEQ)'. The vote was unanimous in favor. APPENDIX D

IN THE MATTER OF AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF TUPELO AND HODGES CONSTRUCTION FOR THE CONSTRUCTION OF CITY PARK STORM WATER DRAINAGE INFRASTRUCTURE AND FUNDED BY THE AMERICAN RESCUE PLAN ACT TO INCLUDE SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES AS REQUIRED BY THE MISSISSIPPI DEPARTMENT OF ENVIORNMENTAL QUALITY

Council Member Mims moved, seconded by Council Member Gaston, to approve an 'Amendment to the Contract Between the City of Tupelo and Hodges Construction for the Construction of City Park Storm Water Drainage Infrastructure and Funded by the American Rescue Plan Act (ARPA) to Include Subaward Terms and Conditions for Contracted Parties as Required by the Mississippi Department of Environmental Quality (MDEQ)'. The vote was unanimous in favor. APPENDIX E

IN THE MATTER OF AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF TUPELO AND ENSCORE FOR THE CONSTRUCTION OF A SANITARY SEWER LINE ALONG HIGHWAY 45 AND FUNDED BY THE AMERICAN RESCUE PLAN ACT TO INCLUDE SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES AS REQUIRED BY THE MISSISSIPPI DEPARTMENT OF ENVIORNMENTAL QUALITY

Council Member Davis moved, seconded by Council Member Palmer, to approve an 'Amendment to the Contract Between the City of Tupelo and Enscore for the Construction of a Sanitary Sewer Line Along Highway 45 and Funded by the American Rescue Plan Act (ARPA) to Include Subaward Terms and Conditions for Contracted Parties as Required by the Mississippi Department of Environmental Quality (MDEQ)'. The vote was unanimous in favor. APPENDIX F

IN THE MATTER OF AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF TUPELO AND TOWNES CONSTRUCTION FOR THE CONSTRUCTION OF STORM WATER DRAINAGE INFRASTRUCTURE ALONG VAN BUREN AVENUE AND FUNDED BY THE AMERICAN RESCUE PLAN ACT TO INCLUDE SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES AS REQUIRED BY THE MISSISSIPPI DEPARTMENT OF ENVIORNMENTAL QUALITY

Council Member Gaston moved, seconded by Council Member Palmer, to approve an 'Amendment to the Contract Between the City of Tupelo and Townes Construction for the Construction of Storm Water

Drainage Infrastructure Along Van Buren Avenue and Funded by the American Rescue Plan Act (ARPA) to Include Subaward Terms and Conditions for Contracted Parties as Required by the Mississippi Department of Environmental Quality (MDEQ)'. The vote was unanimous in favor. APPENDIX G

IN THE MATTER OF PROPERTIES FOR LOT MOWING

Council Member Bryan moved, seconded by Council Member Jones, to adjudicate the properties on the final lot mowing list as menaces to the public health, safety and welfare of the community and in need of cleaning and to approve their cleaning in accordance with Mississippi Code Annotated Sec. 21-19-11. The vote was unanimous in favor. APPENDIX H

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

This item was left on the table.

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

This item was left on the table.

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

This item was left on the table.

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

Council Member Bryan moved, seconded by Council Member Palmer, to take this item off the table. The vote was unanimous in favor.

Council Member Bryan moved, seconded by Council Member Davis, to approve an *Ordinance Amending Development Code Chapter 12: Applications and Permits, Section 12.10 - Subdivisions (TA23-03)*. The vote was unanimous in favor. APPENDIX I

IN THE MATTER OF SURPLUS OF GUNS FOR TRADE IN

Council Member Palmer moved, seconded by Council Member Bryan, to approve the surplus of the guns on the attached list and to approve the trade for credit of these weapons toward the purchase of new guns recently received. The vote was unanimous in favor. APPENDIX J

IN THE MATTER OF AWARD OF BID #2023-049PD - EOD ROBOT

Council Member Davis moved, seconded by Council Member Palmer, to approve the award of bid #2023-049PD - EOD Robot to ICOR Technology Inc. in the amount of \$103,988.06. Only one bid was received and is found to be properly advertised and commercially reasonable. The vote was unanimous in favor. APPENDIX K

IN THE MATTER OF ITEMS TO BE SURPLUSED FOR NORTH MISSISSIPPI NARCOTICS UNIT

Council Member Palmer moved, seconded by Council Member Gaston, to approve the surplus of items from the North Mississippi Narcotics Unit, as listed. These items are no longer needed by the City of Tupelo, are obsolete, have no value and should be destroyed. APPENDIX L

IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES OCTOBER 9, 2023

Council Member Gaston moved, seconded by Council Member Davis, to accept the minutes of the Major Thoroughfare Committee meeting held on October 9, 2023. The vote was unanimous in favor. APPENDIX M

IN THE MATTER OF CHANGE ORDER #1 FOR FIRE STATION #2 BID 2021-001FD

Council Member Bryan moved, seconded by Council Member Mims, to find as commercially reasonable and not made to circumvent the purchasing laws and to approve change order #1 for Bid 2021-001FD - Fire Station #2. This change order omits an item that could not be installed due to supply chain issues and decreases the total contract amount by \$9,589.85. The vote was unanimous in favor. APPENDIX N

IN THE MATTER OF APPROVAL PROPOSED CHANGE ORDER #2 FOR VAN BUREN DRAINAGE IMPROVMENTS ARPA 2023-032PW

Council Member Gaston moved, seconded by Council Member Palmer, to approve change order #2 for ARPA bid 2023-032PW - Van Buren Drainage Improvements. This change order was due to conditions encountered in the field and increases the total contract amount by \$7,510.00 and increases the days by 7. The vote was unanimous in favor. APPENDIX O

IN THE MATTER OF TUPELO SPORTS COUNCIL CONTRACT APPROVAL

Council Member Bryan moved, seconded by Council Member Palmer, to approve the following FY 2023-2024 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 Skate park Association Agreements
 Tupelo Tennis Association Agreements

Tupelo Therapeutic Recreation Association Agreements
 Tupelo Youth Baseball Association Agreements
 Tupelo Youth Soccer Association Agreements
 Veterans Council Agreements

Pickleball (WILL UPDATE WHEN I GET IT BACK FROM ALEX)

The vote was unanimous in favor and the contracts are attached as APPENDIX P.

IN THE MATTER OF CVB BOARD MINUTES OF NOVEMBER 7, 2023

Council Member Palmer moved, seconded by Council Member Mims, to accept the minutes of the Convention and Visitors Bureau meeting held on November 7, 2023. The vote was unanimous in favor. APPENDIX Q

IN THE MATTER OF REQUEST FOR APPROVAL OF SURPLUS ITEMS

Council Member Bryan moved, seconded by Council Member Davis, to approve the surplus of items submitted by Tupelo Water and Light, which are no longer needed by the City. The vote was unanimous in favor. APPENDIX R

IN THE MATTER OF AWARD OF BID NO. 2023-050WL - SOURCES OF SUPPLY – 12 MONTH BID

Council Member Davis moved, seconded by Council Member Bryan, to approve Bid # 2023-050WL Sources of Supply for Minor Water/Sewer Construction/Rehab - 12 month supply to the lowest and best bid of Paul Smithey Construction Company and M & M UG Video, as indicated on the bid tabulation. The vote was unanimous in favor. APPENDIX S

IN THE MATTER OF AWARD OF BID # 2023-051WL -RIGHT-OF-WAY LINE CLEARANCE

Council Member Bryan moved, seconded by Council Member Bryan, to award the lowest and best bid of R.O.W. Pro, LLC, Bid # 2023-051WL - Right of Way Line Clearance. The vote was unanimous in favor. APPENDIX T

IN THE MATTER OF APPROVAL OF AN AMENDMENT TO THE CITY OF TUPELO EMPLOYEE HANDBOOK POLICY 608: (DRUG AND ALCOHOL-FREE WORKPLACE (TABLED AT OCTOBER 3, 2023 MEETING))

Council Member Bryan moved, seconded by Council Member Davis, to take of the table an *Amendment to the City of Tupelo Employee Handbook Policy 608: (Drug and Alcohol-Free Workplace*, which was tabled at the October 3, 2023 Council meeting. The vote was unanimous in favor.

Council Member Bryan moved, seconded by Council Member Davis to approve an *Amendment to the City of Tupelo Employee Handbook Policy 608: (Drug and Alcohol-Free Workplace*, as presented. After discussion of the Council, the vote was unanimous in favor. APPENDIX U

ADJOURNMENT

There being no further business to come before the Council at this time, Council Member Bryan moved, seconded by Council Member Davis, to adjourn the meeting at 6:31 PM. The vote was unanimous in favor.

This the 21st day of November, 2023.

Travis Beard, Council President

ATTEST:

Missy Shelton, Council Clerk

APPROVED

Todd Jordan, Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, City Clerk/CFO
DATE November 30, 2023
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 December 5, 2023
SUBJECT: IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

Request:

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:

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

TO: Mayor and City Council
FROM: Kim Hanna, CFO
DATE December 5, 2023
SUBJECT: IN THE MATTER OF BUDGET AMENDMENT #3 FOR FY 2024. **KH**

Request:

Please review and approve amendment #3

ITEMS:

Amendment #3

City of Tupelo
Fy 2024 Budget Revision #3

Whereas, the Mayor and City Council of the City of Tupelo have determined that the budget estimates and certain increases are needed in the operating departments, it is hereby resolved to amend the FY 2024 Budget as follows:

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

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

Expenditures:

City Council

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

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

Executive Dept.

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

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

City Court

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Reserves	<u>55,500</u>	<u>-</u>	<u>55,500</u>
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Total General Fund Expenditures	<u>48,891,169</u>	<u>619,806</u>	<u>49,510,975</u>
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	Original Budget	Amendment	Amended Budget
Fund 102			
Convention & Visitors Bureau			
Revenues			
Intergovernmental Revenue	5,941,848		5,941,848
Federal Grants	-		-
Interest & Miscellaneous Income	60,000	21,096	81,096
Unreserved Fund Balance	-	-	-
Total Revenues	<u>6,001,848</u>	<u>21,096</u>	<u>6,022,944</u>

Expenditures			
Personnel Services	952,974	21,096	974,070
Supplies	19,500		19,500
Other Services & Charges	3,614,252		3,614,252
Capital Outlay	62,500		62,500
Other Financing Uses	<u>1,352,622</u>	<u>-</u>	<u>1,352,622</u>
Total Expenditures	<u>6,001,848</u>	<u>21,096</u>	<u>6,022,944</u>

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

Fund 335
Major Thoroughfare Fund Phase VII

Revenues			
Ad Valorem Taxes	5,757,254		5,757,254
Homestead	196,181		196,181
Interest & Miscellaneous Income	-	2,687	2,687
Unreserved Fund Balance	<u>5,651,811</u>	<u>-</u>	<u>5,651,811</u>
Total Revenues	<u>11,605,246</u>	<u>2,687</u>	<u>11,607,933</u>

Expenditures			
Personnel Services	117,635	2,687	120,322
Other Services & Charges	2,737,860		2,737,860
Capital Outlay	8,749,751		8,749,751
Other Financing Uses	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>11,605,246</u>	<u>2,687</u>	<u>11,607,933</u>

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

Voting

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

Approved:

 President of the Council
 City of Tupelo

Attest:

 Clerk of the Council

 Mayor
 City of Tupelo

Attest:

 City Clerk



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: December 5, 2023

SUBJECT: IN THE MATTER OF REVIEW/ACCEPT LICENSE COMMISSION
MINUTES OF OCTOBER 24, 2023 TN

Request:

Review/Accept License Commission Minutes of October 24, 2023.



Tupelo License Commission Minutes

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

In Attendance

LICENSE COMMISSION MEMBERS PRESENT:

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

LICENSE COMMISSION MEMBERS NOT PRESENT:

None

CITY OF TUPELO STAFF PRESENT:

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

OTHERS PRESENT:

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

Approval of Minutes

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

The motion carried with all in favor.

Old Business

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

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

New Business

1. GFCI's FOR ISLAND COUNTERTOP SPACES

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

2. ROOF INSPECTIONS & ROOF PERMITS

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

3. EMERGENCY KEY BOX - KNOX RAPID ACCESS SYSTEM

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

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

Open Discussion

1. COMMERCIAL BUILDING APPROVAL REQUIREMENTS

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

Announcements

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

Next Meeting

DATE: 01/23/2024

TIME: 5:30 PM

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

Chairman Tony Carroll

Recorded by Jennifer Roberson

Submitted by Tanner Newman



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: December 5, 2023

SUBJECT: IN THE MATTER OF REVIEW/ACCEPT PLANNING COMMITTEE
MINUTES OF OCTOBER 2, 2023 TN

Request:

Review/Accept Planning Committee minutes of October 2, 2023.

The Tupelo Planning Committee took the following action:

- **Public Hearing for FLEX23-07 (Prevail Duplexes)** – The Tupelo Planning Committee held a Public Hearing and, subsequently, voted to deny Application FLEX23-07, a Flexible Use request to allow the development of a proposed duplex development by Prevail Properties at 4903 Endville Road.

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

CALL TO ORDER

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

REVIEW OF MINUTES

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

REPORT ON COUNCIL ACTIONS

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

OLD BUSINESS

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

NEW BUSINESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project: Prevail Properties Duplex Development

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

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

Staff Recommendation: Staff defers to Planning Committee

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

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

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

Special Information:

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

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

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

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

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

STAFF ANALYSIS

Development Code: Flexible Use (12.12.2)

12.11.2.3. Major Site Plans.

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

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

12.11.3. Review.

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

12.11.4. Site Plan Review Criteria.

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

(Ord. of 1-2-2019(1) , § 2)

12.16.2. Flexibility Variance.

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

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

12.12.2. [Flexible Use] Application Process.

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

Allowable Variances and Administrative Adjustments:

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

Summary Analysis and Recommendations:

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

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

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

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



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, DDS Director

DATE November 2, 2023

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

Request:

For discussion, review and approval.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, DDS Director

DATE: November 2, 2023

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

Request:

For discussion, review and approval.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, DDS Director

DATE November 2, 2023

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

Request:

For discussion, review and approval.



AGENDA REQUEST

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

Request:

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

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



City of Tupelo

Department of Parks and Recreation

Alex Farned, Director

Mayor
Todd Jordan

COUNCIL

Chad Mims
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Janet Gaston
Ward Six

Rosezlia (Rosie) Jones
Ward Seven

November 29, 2023

Mayor and City Council

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

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

Sincerely yours,

Alex Farned,
Director



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE: November 30, 2023

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

Request:

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

Tupelo Water and Light Department Line Clearance Agreement

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

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

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

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

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

Item # 11.

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

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

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

Item # 11.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____

_____, 20____.

ROW Pro, LLC

By: _____

Print Name and Title

Signature

Witness

Tupelo Water and Light Department

By: _____

Print Name and Title

Signature

Witness

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EXHIBIT A

GENERAL TERMS AND CONDITIONS

I. DEFINITIONS

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

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

"**OWNER**" means Tupelo Water and Light Department.

"**CONTRACTOR**" means the company signatory to this AGREEMENT.

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

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

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

"**URD**" means underground used in Exhibit F.

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

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

II. GENERAL COMMERCIAL TERMS

A. CONTRACTOR'S QUALIFICATION

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

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

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

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

C. CHANGES IN THE WORK

1) OWNER Changes

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

2) CONTRACTOR Changes

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

3) Payment for Changes

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

D. TERMINATION AND SUSPENSION

1) Termination With Cause

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

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

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

2) Termination, Suspension, or Delay

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

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

3) Resumption of Work

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

4) Temporary Deferment of Work

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

5) Transition Cooperation

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

6) Termination if Not Funded

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

E. ASSIGNMENT AND SUBCONTRACTING

(1) No Assignment

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

(2) Subcontractors

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

(3) No Third Party Beneficiaries

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

(4) Non-Waiver

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

(5) Hazardous Materials

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

III. COMMERCIAL PROCEDURES**A. PERMITS**

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

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

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

(2) Use of Premises; Cleaning Up

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

(3) Security Regulations

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

(4) Reports of Accidents

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

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

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

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

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

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

(2) Final Payment

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

(3) Setoff

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

D. DOCUMENTATION AND PROPRIETARY INFORMATION

(1) OWNER'S Use of CONTRACTOR Information

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

(2) CONTRACTOR'S Use of OWNER Information

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

E. DISPUTE RESOLUTION

(1) Negotiations

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

(2) Work to Continue

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

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

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

IV. MISCELLANEOUS

A. PUBLICITY

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

B. CHOICE OF LAW; INTERPRETATION; SEVERABILITY; VENUE

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

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

EXHIBIT B

OPERATING TERMS AND CONDITIONS

I. COMPLETION SCHEDULES

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

II. NOTIFICATION and PLANNING

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

III. PUBLIC PROTECTION

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

IV. PUBLIC RELATIONS

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

V. PUBLIC COMPLAINTS

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

VI. CIRCUIT OPERATION

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

VII. NORMAL WORK WEEK

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

VIII. REPORTS

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

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

IX. PERMITS

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

X. CONTRACTOR CREW INSPECTIONS

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

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

XI. REPORTING HAZARDS

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

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

XII. CONTRACTOR'S PERSONNEL

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

XIII. CONTRACTOR'S SUPERVISION

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

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

XIV. COMMUNICATION

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

XV. WORK COMPLETION and TERMS OF PAYMENT

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

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

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

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

T&M PRICE SCHEDULE

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

HOURLY LABOR RATES

The following terms and conditions shall apply to hourly work.

1. Use of T&M Pricing

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

2. Overtime Hours

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

3. Qualifications of all CONTRACTOR Employees

A. The CONTRACTOR shall provide employees physically capable of and with skills and experience necessary to efficiently perform any type of work assigned to them.

B. The CONTRACTOR shall ensure appearance and conduct of all CONTRACTOR employees is satisfactory from both the public and OWNER's viewpoint.

C. The CONTRACTOR shall ensure at least one employee at each work location can communicate effectively with the public concerning work methods, herbicides, restrictions, etc.

D. The CONTRACTOR shall not allow any employee to commence work who has not first been trained in the practices and procedures required by this AGREEMENT or the basic functions and responsibilities of work he will be performing. Every employee shall additionally be provided with and fully trained in the contents of the yellow handbook entitled "Pruning Trees Near Electric Utility Lines- A Filed Pocket Guide for Qualified Line Clearance Tree Workers" by Dr. Alex L Shigo.

E. The CONTRACTOR shall ensure that each of CONTRACTOR's personnel on OWNER's system has a current and valid government issued identification, and that each of CONTRACTOR'S personnel carries such government issued identification on their person at all times.

4. Special Training

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

5. CONTRACTOR EMPLOYEE BENEFITS

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

6. HOURLY/EMERGENCY WORK

A. The CONTRACTOR shall dedicate all men and equipment working within OWNER's service area for emergency work for OWNER whenever requested by OWNER.

B. The CONTRACTOR shall not take crews from the OWNER's property to perform emergency storm restoration at another utility.

C. Labor and equipment rates for hourly work shall be those specified in this EXHIBIT.

7. SUPERVISION

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

EQUIPMENT SCHEDULE

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

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



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE: November 30, 2023

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

Request:

Approval of the attached change order:

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

CHANGE ORDER NO. 1 & SUMMARY

CCE NO. 3-09989-23P

CHANGE ORDER NO.: 1 & SUMMARY

OWNER: City of Tupelo

PROJECT: NORTH GREEN STREET SUB STATION

CONTRACTOR: COOK AND SON, LLC

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

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

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

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

Estimated Cost - Per Contract Dated:	<u>8/15/2023</u>
Contract Amount (Original):	<u>\$638,934.92</u>
Previously Approved C.O.'s Add (Deduct):	<u>\$0.00</u>
PREVIOUS CONTRACT TOTAL:	<u>\$638,934.92</u>
Estimated Amount - This C.O. Add (Deduct):	<u>(\$39,484.65)</u>
SUB-TOTAL CONTRACT AMOUNT:	<u>\$599,450.27</u>
REVISED CONTRACT AMOUNT:	<u>\$599,450.27</u>

DATE: 11/21 2023

 For Cook Coggin Engineering, Inc.
 APPROVED: _____ 2023
 For the Owner (City of Tupelo)
 ACCEPTED: November 20 2023

 For Contractor (COOK AND SON, LLC.)



AGENDA REQUEST

TO: Mayor and City Council
FROM: Debbie Brangenberg, TRA Project Director
DATE November 30, 2023
SUBJECT: IN THE MATTER OF TRA MINUTES OF SEPTEMBER 21, 2023

Request:

Review/Accept Minutes of the Tupelo Redevelopment Agency of September 21, 2023

Tupelo Redevelopment Agency**Agenda****September 21, 2023**

1. **Review/Approve Minutes of August 9, 2023**
Exhibit A
2. **Review/Approve Invoice to Tupelo Water & Light in the amount of \$1,312.50 for 50% of cost of a new sewer tap for Lot 4-29.**
Exhibit B
3. **Review/Approve Invoice from Cook Coggin for Utility locations for Lot 4-19 in the amount of \$712.57.**
Exhibit C
4. **Review/Approve amended Purchase Contract for Single Lots in Fairpark Phase IV**
Exhibit D
5. **Review/Approve Purchase Contract for Lot 4-19, Phase IV Fairpark Residential from Randy and Jan Birchfield for \$25,000.**
Exhibit E
6. **Review/Approve Purchase Contract for Lot 4-31 Horizons Construction, LLC.**
7. **Approval for 3 temporary Security Lights on Monaghan St on Lot 4-9 in the amount of \$53.00/month.**
8. **Review/Approve/Consider Option Agreement from Century Commercial Real Estate for new development on a portion of Lot 4-9 Phase IIC**
Exhibit F

EXHIBIT A**Tupelo Redevelopment Agency****Minutes****August 9, 2023**

A meeting of the Tupelo Redevelopment Agency convened at 2:00 pm on August 9, 2023 in Conference Room B, Tupelo City Hall. Agency Members participating were Shane Homan, Vice Chair, Bentley Nolan and Cheryl Rainey. Ben Logan, City Attorney and Stephen Reed, Assistant City Attorney, COO, Don Lewis, Johnny Timmons, Tupelo Water and Light, and TRA Project Director, Debbie Brangenberg, were present representing the City of Tupelo. Finding that a quorum was present, the meeting was called to order by Agency member Shane Homan.

1. Review/Approve Minutes of July 25, 2023

Upon a motion by Bentley Nolan and a second by Cheryl Rainer the Minutes of July 25,2023 unanimously approved.

Exhibit A

2. Review/Approve Invoice to Scott Davis Trust Account in the amount of \$726.00

Upon a motion by Cheryl Rainey and a second by Bentley Nolan, the agency members voted unanimously to approve the addition \$726.00 for closing costs on Lot 4-19 re-purchase.

Exhibit B

3. Review/Approve Purchase Contract for Lot 4-31, Phase IV Fairpark Residential from William Rice \$25,000 plus/minus closing costs as contemplated in the agreement.

Upon a motion by Cheryl Rainey and a second by Bentley Nolan, agency members voted unanimously to approve the re-purchase of Lot 4-31 from William Rice per the conditions of the contract to re-purchase at the original sale price of \$25,000 +/- closing costs.

Exhibit C

4. Review/Approve Purchase Contract for Lots 4-2,4-3,4-4,4-7, and 4-9 Phase IV, Fairpark Residential from Fairpark Investment Group, LLC in the amount of \$25,000 per lot plus/minus closing costs as contemplated in the agreements.

After a brief discussion, upon a motion by Bentley Nolan and a second by Cheryl Rainey, the Agency members voted unanimously to buy back Lots 4-2,4-3, 4-4, 4-7 and 4-9 Phase IV Fairpark Residential from Fairpark Investment Group in the amount of \$25,000 per lot plus/minus closing costs as contemplated in the purchase agreements.

The motion was amended to approve a 6-month option for Lots 4-7 and 4-9 with the agreement that upon completion of construction on one of the 4 lots retained the option could be executed for 1 additional lot. Upon a motion by Bentley Nolan and a second by Cheryl Rainey, the Agency voted unanimously on the amendment.

Exhibit D

6. In the matter of Sewer Tap for Lot 4-29.

As development continues in Phase IV, it was determined that there was a conflict with a sewer tap that served Lot 4-29 owned by Kim and Ray Reed with the adjacent lot 4-30. After several meetings it was agreed that TRA would pay 50% of the cost for a new sewer tap but it would be up to the property owners, contractor and subcontractor to cover the additional cost for a new sewer tap to serve the Reed's. All easements would have to be coordinated and agreed upon between the owner of Lot 4-30 and the Reed's.

Upon a motion by Cheryl Rainey and a second by Shane Homan, the Agency voted unanimously to pay \$1,312.50 of the cost to remedy.

7. Review/Approve Invoice #104730801 Sportsman Lawn and Landscape for Phase IV Fairpark Maintenance in the amount of \$2,200.

Upon a motion by Cheryl Rainey and a second by Bentley Nolan, the Agency voted unanimously to pay Invoice #104730801 to Sportsman Lawn and Landscape in the amount of \$2,200.

Exhibit F

Being no further business, the Agency members voted unanimously to adjourn.

Respectfully submitted by Debbie Brangenberg, Project Director, Tupelo Redevelopment Agency.

Shane Homan, Vice Chair
Tupelo Redevelopment Agency

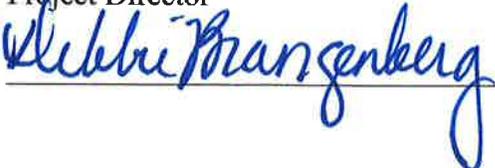

Debbie Brangenberg
Project Director


Exhibit C

Item # 13.

COOK COGGIN ENGINEERS, INC.
CONSULTANTS

Tupelo Redevelopment Agency
 Debbie Brangenberg
 P. O. Box 468
 Tupelo, MS 38802

Invoice number 607414012
 Date 09/19/2023

Project **6-07414-04D TRA MISC ENGR**

Lot 18 & 19 Property Corners and Utilities

Description	Contract Amount	Current Billed
Lot 18 & 19	39,004.55	712.57
	Total	712.57
	Invoice total	712.57

We Appreciate Your Business



PROPERTY OPTION AND SALE AGREEMENT

THIS AGREEMENT entered into this the _____ day of _____, 2023,

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by and between the **TUPELO REDEVELOPMENT AGENCY**, the urban renewal agency of

Deleted: 1

the City of Tupelo, Mississippi, organized and existing under the laws of the State of

Deleted: an

Mississippi (hereinafter referred to as "SELLER"), and _____,

(hereinafter referred to as "PURCHASER"), and in consideration of the mutual covenants

contained herein, do hereby contract and agree as follows:

1.

OPTION. Upon Purchaser's payment and Seller's acceptance of a non-refundable

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option/earnest fee in the amount of \$ _____, Purchaser agrees to purchase and Seller

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agrees to sell Lot _____ of the Fairpark District, Phase IV residential

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subdivision as depicted on the Plat for said subdivision on file in the office of the Chancery Clerk

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of Lee County, Mississippi in Plat Cabinet C at Slide 145, subject to the terms and conditions

Deleted: _____, located in the Southwest Quarter of Section 32, Township 9 South, Range 6 East, City of Tupelo

contained herein.

Deleted: _____, Lee County, Mississippi

Deleted: and being depicted in Exhibit "A".

2.

PRICE. The purchase price of the property shall be Twenty-Five Thousand Dollars

(\$25,000.00) less \$ _____ of the option/earnest money paid, and shall be due and payable from

Purchaser at the closing of the lot.

3.

TITLE. Seller will provide Purchaser with a title certificate for each lot from an attorney

of Seller's choice, free and clear of all liens and encumbrances. If said title certificate, survey or

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environmental study of the subject real property reflects defects, encumbrances or other matters

which affect the marketability of the real property described herein, then Seller may, at its option,

1

either: (a) Return all sums paid by Purchaser and declare this Agreement void, or (b) Seller shall have thirty (30) days from date of receipt of written notice from Purchaser of such defect to cure same. If the title cannot be cured within said thirty (30) day period, then this Agreement shall terminate and Seller shall return any earnest money to Purchaser. The Seller shall furnish a good and sufficient Warranty Deed at time of closing conveying title to the subject property to the Purchaser herein. Notwithstanding the above, this conveyance is and shall be subject to the following:

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

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

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

4.

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

5.

6.

2

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

6.

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

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7.

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

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8.

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

9.

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

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10.

ADDITIONAL CONDITIONS: REIMBURSEMENT INCENTIVES.

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Seller will provide an incentive rebate on each lot based on the difference of cost at \$8 per square foot in a building floor plan of 3125 square feet down to a minimum of 1800 square

3

feet. (E.g. final cost of lot 3125 sq. ft. or greater - \$25,000; final cost of lot 1800 sq. ft. - \$14,400; final cost of lot 2500 sq. ft. - \$20,000.) Square footage will be based on the heated/cooled portion of the structure as confirmed by the building permit filed by the developer. The purchaser is eligible to apply for the rebate upon design approval, issuance of building permit and verification of square footage by a constructed foundation. The developer will provide a copy of the approved permit with approved square footage to TRA to apply for the rebate.

11.

ADDITIONAL CONDITIONS: DESIGN REVIEW.

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

12.

ADDITIONAL CONDITIONS: SELLER'S OPTION TO REPURCHASE

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

13.

ADDITIONAL CONDITIONS: SELLER'S FIRST RIGHT OF REFUSAL

In the event Purchaser elects to sell or otherwise dispose of said property within twelve (12) months from the date of closing, Purchaser shall, before completing such sale or other disposition, provide a written notice (the "Right of First Refusal Notice") of such sale to

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Seller. Seller shall have fourteen (14) days from receipt of written notice to purchase the property at the original purchase price. If Seller elects not to purchase the property, it will cause a written notice of its refusal to be recorded in the land records of Lee County,

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

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

SIGNATURE PAGE FOLLOWS

EXECUTED IN DUPLICATE ORIGINALS, on this the _____ day of _____, 2023.

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TUPELO REDEVELOPMENT AGENCY

Reed Hillen, Chairman

PURCHASER

PROPERTY OPTION AND SALE AGREEMENT

THIS AGREEMENT entered into this the 26 day of September, 2023, by and between the **TUPELO REDEVELOPMENT AGENCY, the urban renewal agency of the City of Tupelo, Mississippi, organized and existing under the laws of the State of Mississippi** (hereinafter referred to as "SELLER"), and Thomas R. + Lisa J. Burchfield, (hereinafter referred to as "PURCHASER"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

1.

OPTION. Upon Purchaser's payment and Seller's acceptance of a non-refundable option/earnest fee in the amount of \$ 300.⁰⁰/, Purchaser agrees to purchase and Seller agrees to sell Lot 4-19 of the Fairpark District, Phase IV residential subdivision as depicted on the Plat for said subdivision on file in the office of the Chancery Clerk of Lee County, Mississippi in Plat Cabinet C at Slide 145, subject to the terms and conditions contained herein.

2.

PRICE. The purchase price of the property shall be Twenty-Five Thousand Dollars (\$25,000.00) less \$ 300.⁰⁰/ of the option/earnest money paid, and shall be due and payable from Purchaser at the closing of the lot.

3.

TITLE. Seller will provide Purchaser with a title certificate for each lot from an attorney of Seller's choice, free and clear of all liens and encumbrances. If said title certificate, survey or environmental study of the subject real property reflects defects, encumbrances or other matters which affect the marketability of the real property described herein, then Seller may, at its option,

either: (a) Return all sums paid by Purchaser and declare this Agreement void, or (b) Seller shall have thirty (30) days from date of receipt of written notice from Purchaser of such defect to cure same. If the title cannot be cured within said thirty (30) day period, then this Agreement shall terminate and Seller shall return any earnest money to Purchaser. The Seller shall furnish a good and sufficient Warranty Deed at time of closing conveying title to the subject property to the Purchaser herein. Notwithstanding the above, this conveyance is and shall be subject to the following:

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

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

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

4.

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

5.

2

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

6.

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

7.

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

8.

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

9.

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

10.

ADDITIONAL CONDITIONS: REIMBURSEMENT INCENTIVES.

Seller will provide an incentive rebate on each lot based on the difference of cost at \$8 per square foot in a building floor plan of 3125 square feet down to a minimum of 1800 square

feet. (E.g. final cost of lot 3125 sq. ft. or greater - \$25,000; final cost of lot 1800 sq. ft. - \$14,400; final cost of lot 2500 sq. ft. - \$20,000.) Square footage will be based on the heated/cooled portion of the structure as confirmed by the building permit filed by the developer. The purchaser is eligible to apply for the rebate upon design approval, issuance of building permit and verification of square footage by a constructed foundation. The developer will provide a copy of the approved permit with approved square footage to TRA to apply for the rebate.

11.

ADDITIONAL CONDITIONS: DESIGN REVIEW.

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

12.

ADDITIONAL CONDITIONS: SELLER'S OPTION TO REPURCHASE

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

13.

ADDITIONAL CONDITIONS: SELLER'S FIRST RIGHT OF REFUSAL

In the event Purchaser elects to sell or otherwise dispose of said property within twelve (12) months from the date of closing, Purchaser shall, before completing such sale or other disposition, provide a written notice (the "Right of First Refusal Notice") of such sale to

Seller. Seller shall have fourteen (14) days from receipt of written notice to purchase the property at the original purchase price. If Seller elects not to purchase the property, it will cause a written notice of its refusal to be recorded in the land records of Lee County, Mississippi within the fourteen (14) day period. Seller's Right of First Refusal shall terminate upon Purchaser's commencement of construction or twelve (12) months from the date of closing, whichever occurs first. Termination of Seller's Right of First Refusal shall have no effect upon Seller's Right to Repurchase as contained in paragraph 12 above.

14.

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

SIGNATURE PAGE FOLLOWS

EXECUTED IN DUPLICATE ORIGINALS, on this the _____ day of _____, 2023.

TUPELO REDEVELOPMENT AGENCY



Reed Hillen, Chairman

PURCHASER





THOMAS R. OR JANELLE BURCHFIELD
EMP-BANCORPSOUTH
1249 WINWOOD COVE PH. 680-8074
TUPELO, MS 38801-6472

05-98

4169

August 28, 2013

Date

Item # 13.

Pay to the Order of Tupelo Redevelopment Agency \$ 300^{00/100}
Three hundred & no/100 Dollars



Member FDIC
Right Where You Are
INFOLINE 1-888-797-7711

For Fairpark lot 4-19 Earnest deposit #

Thomas R. Burchfield

⑆084201278⑆ 52630142⑈

4169

Harland Clarke



September 19, 2023

To: Tupelo Redevelopment Agency

RE: Purchase Option on Fairpark Lot

Century Commercial Real Estate would like to pursue a 2-year purchase option on behalf of Maloney Development Properties on Fairpark lot parcel number 089Q-32-008-00. This would allow Maloney Development Properties to further their development and investment in the Fairpark District. This lot located behind our Fairpark 1 building and beside our Fairpark 3 building make it the ideal location for an additional development. The proposed building, "Fairpark 4" would be approximately \$10/sqft of the building footprint with commercial/retail space on the bottom floor and residential space on the upper floors. We appreciate the Agency's consideration on this matter.

Sincerely,

Alli Maloney,
Realtor ®
Century Commercial Real Estate Services
205 East Troy Street, Suite 301
Tupelo, MS 38804-1366
(662) 523-3667
amaloney@centurycg.com



AGENDA REQUEST

TO: Mayor and City Council

FROM: Ben Logan, City Attorney

DATE Month Day, 2023

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

Request:

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

SOLID WASTE DISPOSAL SERVICE AGREEMENT

BETWEEN

**THREE RIVERS SOLID
WASTE MANAGEMENT AUTHORITY**

AND

CITY OF TUPELO, MISSISSIPPI

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SOLID WASTE DISPOSAL SERVICE AGREEMENT

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

BACKGROUND

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

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

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

AGREEMENTS

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

ARTICLE I
DEFINITIONS AND SCHEDULES

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

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

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

ARTICLE II
PURPOSE OF CONTRACTS; ACKNOWLEDGEMENTS

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

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

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

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

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

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

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

ARTICLE III **OPERATIONS OF REGIONAL LANDFILL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

COST OF SERVICES, EXPENSES AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.13 Regulatory Changes or Additional Requirements.

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

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

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

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

4.14 Limitation of Financial Obligation - Unit of Local Government.

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

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

ARTICLE V COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI

DEFAULTS AND TERMINATION

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

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

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

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

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

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

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

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

ARTICLE VII
REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII
FURTHER AGREEMENTS

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

8.2 Actions Affecting the Facility

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

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

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

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

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

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

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

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

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

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

For the Authority.

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

For the Unit of Local Government.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BY:  _____
Carl Cadden, Chairman
Three Rivers Solid Waste Management Authority

BY: _____
Mayor, City of Tupelo, Mississippi

Schedule 1 – Definitions

SCHEDULE I - DEFINITIONS

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

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

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

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

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

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

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

"Article" means an article of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Facility" means the Three Rivers Regional Landfill.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Parties" means the signatories to this Agreement.

"Party" means either signatory to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

"Revenue" means:

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

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

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

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

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

"Section" means a section of this Agreement.

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

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

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

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

"State" means the State of Mississippi.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

82807110.v2

Schedule 2 – Incorporation Agreement

Sept 1992

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

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

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

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

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

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

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

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

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

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

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

3. The period of duration is perpetual.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Norman Treadway
INCORPORATOR REPRESENTING UNION
COUNTY

Walter F. Johnson
INCORPORATOR REPRESENTING CITY
OF NEW ALBANY

STATE OF MISSISSIPPI
COUNTY OF UNION

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

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

Kayson Grubbs
NOTARY PUBLIC

MY COMMISSION EXPIRES:
April 28, 1993

REVISED VOTING STRENGTH
THREE RIVERS REGIONAL SOLID WASTE MANAGEMENT AUTHORITY
=====

COUNTIES

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

CITIES

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

	100
	=====

STATE OF MISSISSIPPI

COUNTY OF UNION

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

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

Kayron Grubbe
NOTARY PUBLIC

MY COMMISSION EXPIRES:

April 28, 1993

Schedule 3 – Host County Agreement

82967746.v1

Schedule 6

HOST COUNTY AGREEMENT

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

BACKGROUND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ronald E. Bell

Chairman
Three Rivers Solid Waste
Management Authority

Keith Herring

President
Board of Supervisors
Pontotoc County



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE November 30, 2023

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

Request:

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



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, DDS Director

DATE: November

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

Request:

For approval of Bid 2023-048DS – Comprehensive Plan 2025-2040 – RFQs.

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

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

MEMO

To: Tupelo City Council

From: Jenny Savely, City Planner, Department of Development Services

CC: Tanner Newman, Director of Development Services
Don Lewis, Chief Operating Officer
Kim Hanna, Chief Financial Officer
Missy Shelton, Council Clerk

Re: BID # 2023-048DS, Comprehensive Plan 2025-2040, Request for Qualifications

The Department of Development Services received submittals in response to a Request for Qualifications from two (2) qualified firms by the deadline of November 3, 2023. A review committee composed of Tanner Newman, Director of Development Services, Neal McCoy, City of Tupelo Project Manager, and Jenny Savely, City Planner. Opened bids on November 14, 2023 to review according to the publicized rubric.

The review committee has completed their review met and determined to enter into negotiations with Goodwyn Mills Caywood (GMC), see attached rubric score sheet.

We request that Council permit negotiations for scope of work and contract fee to begin with GMC toward a contract offer to consult in the development of the City's Comprehensive Plan.