



TUPELO REGULAR CITY COUNCIL MEETING

MAY 18, 2021 AT 6:00 PM
COUNCIL CHAMBERS | CITY HALL

AGENDA

INVOCATION: COUNCIL MEMBER TRAVIS BEARD

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER LYNN BRYAN

CALL TO ORDER: COUNCIL PRESIDENT MIKE BRYAN

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

1. IN THE MATTER OF QUEEN'S REWARD MEADERY PROCLAMATION, JS
2. IN THE MATTER OF LESLIE PURVIS TALLY DAY PROCLAMATION, JS

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

3. IN THE MATTER OF LOT MOWING PF

APPEALS

CITIZEN HEARING

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

4. IN THE MATTER RESOLUTION OF AD VALOREM TAX EXEMPTION FOR LEGGETT & PLATT COMPONENTS #0341 **BL**
5. IN THE MATTER RESOLUTION OF AD VALOREM TAX EXEMPTION FOR LEGGETT & PLATT COMPONENTS #0908 **BL**
6. IN THE MATTER RESOLUTION OF AD VALOREM TAX EXEMPTION FOR LEGGETT & PLATT COMPONENTS #4201 **BL**

ROUTINE AGENDA

7. IN THE MATTER OF APPROVAL OF MINUTES OF REGULAR MAY 4, 2021 COUNCIL MEETING
8. IN THE MATTER OF APPROVAL OF BILL PAY **KH**
9. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
10. IN THE MATTER OF BUDGET AMENDMENT #7 **KH**
11. IN THE MATTER OF RE-APPOINTMENT OF BRIDGETTE WILSON TO THE CITIZEN'S POLICE ADVISORY BOARD **JS**
12. IN THE MATTER OF SALES PARAMETER BOND RESOLUTION IN CONNECTION WITH THE SALE OF TIF BONDS - FAIRPARK TIF DISTRICT **BL**
13. IN THE MATTER OF REVIEW/APPROVE PLANNING COMMITTEE MINUTES OF MAY 3,2021 **PF**
14. IN THE MATTER OF LOT MOWING **PF**
15. IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MINUTES FOR FEBRUARY 8, MARCH 8 AND APRIL 12, 2021 **DRB**
16. IN THE MATTER OF LIST OF CURRENT UNMARKED VEHICLES **BA**
17. IN THE MATTER OF MEMORANDUM FROM DEPARTMENT OF VETERANS AFFAIRS **BA**
18. IN THE MATTER OF NEW APPOINTMENT TO THE TPRD PARKS ADVISORY BOARD **AF**

19. IN THE MATTER OF BID FOR TENNIS COURT LIGHTING PROJECT BID #2021-012PR **AF**
20. IN THE MATTER OF APPROVAL OF TPRD ADVISORY BOARD MINUTES FOR MARCH 2021 AND APRIL 2021 **AF**
21. IN THE MATTER OF CHANGE ORDER #3, SITE IMPROVEMENTS – PACKAGE A #2019-017CO **DJ**
22. IN THE MATTER OF CHANGE ORDER #3, STRUCTURAL CONCRETE #2019-018CO **DJ**
23. IN THE MATTER OF CHANGE ORDER #3, MASONRY #2019-019CO **DJ**
24. IN THE MATTER OF CHANGE ORDER #3, GLASS AND GLAZING #2019-022CO **DJ**
25. IN THE MATTER OF CHANGE ORDER #3, GENERAL WORKS – PACKAGE H #2019-024CO **DJ**
26. IN THE MATTER OF CHANGE ORDER #3, MECHANICAL AND PLUMBING #2019-027CO **DJ**
27. IN THE MATTER OF CHANGE ORDER #3, ELECTRICAL #2019-028CO **DJ**
28. IN THE MATTER OF APPROVAL OF AN ORDINANCE TO ENACT A DEPOSIT INCREASE FOR TEMPORARY WATER METERS **JT**
29. IN THE MATTER OF APPROVAL OF CONTRACT WITH WILLIAM E. GROVES, INC. dba GROVES ELECTRICAL SERVICES FOR BID 2021-007WL **JT**

STUDY AGENDA

EXECUTIVE SESSION

ADJOURNMENT



AGENDA REQUEST

TO: Mayor and City Council

FROM: Jason L. Shelton, Mayor

DATE May 18, 2021

SUBJECT: IN THE MATTER OF QUEEN'S REWARD MEADERY PROCLAMATION,
JS

Note:

Proclamation attached.



OFFICE OF THE MAYOR

QUEEN'S REWARD MEADERY PROCLAMATION

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

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

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

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

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

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

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

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

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

QUEEN'S REWARD MEADERY DAY

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

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

Jason L. Shelton, Mayor

ATTEST:

Kim Hanna, City Clerk



AGENDA REQUEST

TO: Mayor and City Council

FROM: Jason L. Shelton, Mayor

DATE Mayo 18, 2021

SUBJECT: IN THE MATTER OF LESLIE PURVIS TALLY DAY PROCLAMATION, JS

NOTE:

Proclamation attached.



OFFICE OF THE MAYOR

LESLIE PURVIS TALLY

PROCLAMATION

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

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

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

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

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

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

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

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

LESLIE PURVIS TALLY DAY

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

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

Jason L. Shelton, Mayor

ATTEST:

Kim Hanna, City Clerk



AGENDA REQUEST

TO: Mayor and City Council
FROM: PAT FALKNER, DIRECTOR OF DDS
DATE May 12, 2021
SUBJECT: IN THE MATTER OF LOT MOWING PF

Request:

PLEASE REVIEW AND APPROVE

Preliminary Lot Mowing Report for 5/18

Item # 3.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	32896	076Q2400500	1809 TRACE AVE	SPRAGINS H SCOTT	P O DRAWER 668	OXFORD, MS 38655	JLS
2.	32897	076Q2400700	1805 TRACE AVE	DBE PROPERTIES LLC	P O BOX 2254	OXFORD, MS 38655	JLS
3.	32898	106S1403401	3009 SOUTHERN HEIGHTS RD	TRUSTMARK NATIONAL BANK	THE DAY CENTER	201 COUNTRY PLACE PARKWAY, SUITE B	RS
4.	32899	077C2505100	1711 OSBORNE ST	PREMIER REALTY LLC	P O BOX 7333	TUPELO, MS 38802	JLS
5.	32900	077G2508900	1000 E BRISTOW DR	CHAMP CHAVELL E	1000 E BRISTOW DR	TUPELO, MS 38801	JLS
6.	32901	077Q3622300	110 ENOCH AVE	SOUTHERN CHARM PROPERTIES LLC	194 GOLDEN HILLS RD	MOOREVILLE, MS 38857	SB
7.	32902	101D0123400	1301 LAWNSDALE DR	KEMA SABE INC	PO BOX 691	TUPELO, MS 38802	RS
8.	32904	077J3507500	301 SAGEFIELD DR	SOUTHERN GROUP OF MS INC THE	P O BOX 3171	TUPELO, MS 38803	JLS
9.	32905	077J3508100	2069 BRIARFIELD DR	SOUTHERN GROUP OF MS INC THE	P O BOX 3171	TUPELO, MS 38803	JLS
10	32906	077J3508400	2033 BRIARFIELD DR	SOUTHERN GROUP OF MS INC THE	P O BOX 3171	TUPELO, MS 38803	JLS
11	32907	077J3506700	309 BATTLEFIELD DR	SOUTHERN GROUP OF MS INC THE	P O BOX 3171	TUPELO, MS 38803	JLS
12	32909	077J3506800	319 BATTLEFIELD DR	SOUTHERN GROUP OF MS INC THE	P O BOX 3171	TUPELO, MS 38803	JLS

Preliminary Lot Mowing Report for

Item # 3.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	32910	077J3506600	300 BATTLEFIELD DR	SOUTHERN GROUP OF MS INC THE	P O BOX 3171	TUPELO, MS 38803	JLS
14	32911	089J3131800	1004 W JEFFERSON ST	FRANKLIN RENOVATIONS LLC	P O BOX 1386	RAYMOND, MS 39154	RS
15	32921	077Q3615300	1527 CENTRAL	WEA INVESTMENTS LLC	POST OFFICE BOX 87	RED BANKS, MS 38661	SB
16	32924	077K3509500	2420 RHENDA ST	DBE PROPERTIES LLC	P O BOX 2254	OXFORD, MS 38655	JLS
17	32925	077P3500600	2411 DANNY ST	TTLBL LLC	4747 EXECUTIVE DR STE 510	SAN DIEGO, CA 92121	JLS
18	32928	113J0703700	1016 CHICKASAW TRL	TUPELO RENTAL PROPERTIES LLC	2555 WENDOVER DR	BELDEN, MS 38826	RS
19	32932	101A0220500	469 S THOMAS ST	WEATHERLY DON	469 S THOMAS	TUPELO, MS 38801	JLS
20	32935	074R2001500	1795 DUNWOODY DR	W L JONES INVESTMENTS LLC	216A RD 1802	SALTILLO, MS 38866	SB
21	32936	075R2205600	3575 LANSDOWNE DR	TUPELO RENTAL PROPERTIES LLC	2555 WENDOVER DR	BELDEN, MS 38826	SB
22	32937	113E0608500	896 LYNDEN BLVD	LEDBETTER TERRY & MARLA	2226 WINDSOR PLACE ROAD	TUPELO, MS 38804	RS
23	32938	077C2507400	1304 LUMPKIN AVE	DAVID BROWN LLC	19483 E TUFTS CIR	CENNTENAIL, CO 80015	JLS
24	32939	106A1402900	2869 EVANS CIR	MOORE OPHELENE (LE)	P O BOX 2968	TUPELO, MS 38803	RS

Preliminary Lot Mowing Report for

Item # 3.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
25	32941	106C1315900	2404 MARION ST	SANDY HILL PROPERTIES 2 LLC	P O BOX 7	LAUDERDALE, MS 39335	RS
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
36							



AGENDA REQUEST

TO: Mayor and City Council
FROM: Missy Shelton Council Clerk
DATE May 13, 2021
SUBJECT: IN THE MATTER RESOLUTION OF AD VALOREM TAX EXEMPTION
FOR LEGGETT & PLATT COMPONENTS #0341

Request:

Resolution to grant tax exemption from ad valorem taxes to Leggett and Platt Components Company, Inc. #0341

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Councilmember Whittington _____
- Councilmember L. Bryan _____
- Councilmember Beard _____
- Councilmember Davis _____
- Councilmember Palmer _____
- Councilmember M. Bryan _____
- Councilmember Jennings _____

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

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

CITY OF TUPELO, MISSISSIPPI

MIKE BRYAN
City Council President

ATTEST:

Missy Shelton, Clerk of Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

CERTIFICATE OF TUPELO, MISSISSIPPI CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF LEE

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

This, the _____ day of _____, 2021.

KIM HANNA
CFO/CITY CLERK

(SEAL)

CERTIFICATE OF TAX ASSESSOR

STATE OF MISSISSIPPI

COUNTY OF LEE

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

This, the _____ day of _____, 2021.

LEE COUNTY TAX ASSESSOR

(SEAL)

APPLICATION FOR AD VALOREM TAX EXEMPTION

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

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

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

TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Furniture

LOCATION - COUNTY Lee CITY Tupelo

DATE OF COMPLETION December 31, 2020 YEARS REQUESTED 10

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

NEW JOBS ESTIMATED PAYROLL

TRUE VALUE OF PROPERTY EXEMPTED \$66,407.43

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

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

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

By: Diane Burghart

Title: Diane Burghart, Staff VP-Domestic Tax

ATTEST:

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

Rhonda Kay Crain Mrs.
NOTARY PUBLIC

My Commission Expires 8/4/24
(SEAL)

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

EXHIBIT A

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

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

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

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

DETAILED LISTING OF TANGIBLE PROPERTY

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



AGENDA REQUEST

TO: Mayor and City Council
FROM: Missy Shelton Council Clerk
DATE May 13, 2021
SUBJECT: IN THE MATTER RESOLUTION OF AD VALOREM TAX EXEMPTION
FOR LEGGETT & PLATT COMPONENTS #0908

Request:

Resolution to grant tax exemption from ad valorem taxes to Leggett and Platt Components Company, Inc. #0908

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Councilmember Whittington _____
- Councilmember L. Bryan _____
- Councilmember Beard _____
- Councilmember Davis _____
- Councilmember Palmer _____
- Councilmember M. Bryan _____
- Councilmember Jennings _____

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

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

CITY OF TUPELO, MISSISSIPPI

MIKE BRYAN
City Council President

ATTEST:

Missy Shelton, Clerk of Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

CERTIFICATE OF TUPELO, MISSISSIPPI CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF LEE

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

This, the _____ day of _____, 2021.

KIM HANNA
CFO/CITY CLERK

(SEAL)

CERTIFICATE OF TAX ASSESSOR

STATE OF MISSISSIPPI

COUNTY OF LEE

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

This, the _____ day of _____, 2021.

LEE COUNTY TAX ASSESSOR

(SEAL)

APPLICATION FOR AD VALOREM TAX EXEMPTION

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

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

PHYSICAL ADDRESS 1921 South Green Street, Tupelo, MS 38804

TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Furniture

LOCATION - COUNTY Lee CITY Tupelo

DATE OF COMPLETION December 31, 2020 YEARS REQUESTED 10

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

NEW JOBS _____ ESTIMATED PAYROLL _____

TRUE VALUE OF PROPERTY EXEMPTED \$61,846.12

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

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

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

By: Diane Burghart

Title: Diane Burghart, Staff VP-Domestic Tax

ATTEST:

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

Rhonda Kay Crain Mrs.
NOTARY PUBLIC

My Commission Expires 8/4/24
(SEAL)

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

EXHIBIT A

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

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

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

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

DETAILED LISTING OF TANGIBLE PROPERTY

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

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

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



AGENDA REQUEST

TO: Mayor and City Council

FROM: Missy Shelton Council Clerk

DATE May 13, 2021

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

Request:

Resolution to grant tax exemption from ad valorem taxes to Leggett and Platt Components Company, Inc. #4201

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Councilmember Whittington _____
- Councilmember L. Bryan _____
- Councilmember Beard _____
- Councilmember Davis _____
- Councilmember Palmer _____
- Councilmember M. Bryan _____
- Councilmember Jennings _____

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

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

CITY OF TUPELO, MISSISSIPPI

MIKE BRYAN
City Council President

ATTEST:

Missy Shelton, Clerk of Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

CERTIFICATE OF TUPELO, MISSISSIPPI CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF LEE

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

This, the _____ day of _____, 2021.

KIM HANNA
CFO/CITY CLERK

(SEAL)

CERTIFICATE OF TAX ASSESSOR

STATE OF MISSISSIPPI

COUNTY OF LEE

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

This, the _____ day of _____, 2021.

LEE COUNTY TAX ASSESSOR

(SEAL)

APPLICATION FOR AD VALOREM TAX EXEMPTION

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

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

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

TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Furniture Components

LOCATION - COUNTY Lee CITY Tupelo

DATE OF COMPLETION December 31, 2020 YEARS REQUESTED 10

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

NEW JOBS ESTIMATED PAYROLL

TRUE VALUE OF PROPERTY EXEMPTED \$650,281.43

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

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

By: Diane Burghart

Title: Diane Burghart, Staff VP-Domestic Tax

ATTEST:

SWORN TO AND SUBSCRIBED before me this the 30th day of March 2021.

Rhonda Kay Crain Mrs.
NOTARY PUBLIC

My Commission Expires 8/4/24

[SEAL]

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

EXHIBIT A

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

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

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

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

DETAILED LISTING OF TANGIBLE PROPERTY

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

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

TOOLS & DIES				
595222000002	TN 13822			
	TOTAL TOOLS & DIES	<u>125.29</u>	3/1/2019	
		125.29		

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

MACHINERY & EQUIPMENT				
598089	AUTO ROCKER BASE ASSEMBLY			
	TOTAL MACHINERY & EQUIPMENT	<u>13,058.85</u>	12/15/2018	
		13,058.85		
	COST ADDITIONS GRAND TOTAL	<u><u>13,184.14</u></u>		



AGENDA REQUEST

TO: Mayor and City Council
FROM: Missy Shelton Council Clerk
DATE May 13, 2021
SUBJECT: IN THE MATTER OF APPROVAL OF MINUTES OF REGULAR MAY 4,
2021 COUNCIL MEETING

Request:

For your approval.
Pending Legal review.

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

MAY 04, 2021

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, May 4, 2021, at 6:00 p.m. with the following in attendance: Council members Markel Whittington, Lynn Bryan, Travis Beard, Nettie Davis, and Mike Bryan; Attorney Ben Logan and Missy Shelton, Clerk of the Council. Councilman Willie Jennings attended by phone and Councilman Buddy Palmer was absent.

Councilman Travis Beard led the invocation. Councilman Lynn Bryan introduced Boy Scout Walker Tate, who led the pledge of allegiance.

Council President Mike Bryan called the meeting to order at 6:00 p.m.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

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

Add: Item #12 Resolution Ratifying the Proclamation of a Local Emergency, Ending Emergency Closing Status and Request to Governor for Declaration of Disaster in the City of Tupelo

Add: Item #13 Addendum #1 to Contract #80420 to Add Tornado Proclamation Dated May 2, 2021, for Direct Administrative Cost and Project Management.

Of those present, the vote was unanimous in favor.

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

RECOGNITION GIRL/BOY SCOUTS

Mayor Jason Shelton introduced Walker Tate of Boy Scout Troop #12.

EMPLOYEE RECOGNITION

Mayor Jason Shelton introduced Fire Marshall, Michael Montgomery, and presented a 25 year employment certificate.

PUBLIC RECOGNITION

Council Member Nettie Davis thanked all who have had any part in the clean up after the EF1 Tornado from May 2, 2021. She also acknowledged that Mayoral Candidate, Victor Fleitus, was working in her neighborhood with the efforts.

Council Member Travis Beard also praised the City's team during the tornado and with all the cleanup. He stated that City's plan was in place, followed and was successful.

MAYOR'S REMARKS

Mayor Shelton thanked the members of Council who gave their kind words of thanks and encouragement from the recent tornado. He said the City has the best group of department heads to work with. After the storm on Sunday night, the roads were passable by 10:00 a.m. Monday morning and of approximately 1,000 power outages, all but 50 were back on as of 10:00 a.m. Those without power are due to some type electrical work that must be done before restoring power. The Fire Department handled the street assessments immediately following the storm and there were no ambulance calls due to weather. It is estimated that there will be 35,000 cu yds. of debris from the storm.

The general election is June 8, and Mayor Shelton reminded everyone to be sure to go vote. The National Day of Prayer will be Thursday and as soon as the details are available, it will be announced.

The Mayor ended his remarks with the news that his son, William, crawled for the first time today.

PUBLIC AGENDA

PUBLIC HEARINGS

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

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

APPEALS

There were no appeals.

CITIZEN HEARING

There were no citizen hearings.

ACTION AGENDA

There were no items on the Action Agenda.

ROUTINE AGENDA**IN THE MATTER OF MINUTES OF REGULAR CITY COUNCIL MEETING ON APRIL 20, 2021**

Council Member Beard moved, seconded by Council Member Whittington, to accept the minutes of the Regular Council meeting of April 20, 2021. Of those present, the vote was unanimous in favor.

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF THE 2022 BUDGET CALENDAR

Council Member Whittington moved, seconded by Council Member Beard, to approve the 2022 Budget Calendar, as presented by CFO/City Clerk Kim Hanna. Of those present, the vote was unanimous in favor. **APPENDIX B**

IN THE MATTER OF APPOINTMENT TO HISTORIC PRESERVATION COMMISSION

Council Member Davis moved, seconded by Councilman Beard, to confirm the appointment of Britt Harris to the Historic Preservation Commission. Of those present, the vote was unanimous in favor. **APPENDIX C**

IN THE MATTER OF LOT MOWING

Council Member Whittington moved, seconded by Council Member L Bryan, to approve the lot mowing list, as submitted. Of those present, the vote was unanimous in favor, and a copy of the list is included as **APPENDIX D.**

IN THE MATTER OF ACCEPTING DONATION FROM MISSISSIPPI DEPARTMENT OF HOMELAND SECURITY

Fire Chief Thomas Walker addressed the Council and asked that the City accept the donation of a 2019 Ford F-250 pickup, VIN 0764, from the Philadelphia Fire Department. This vehicle was originally funded from the Mississippi Department of Homeland Security. Of those present, the vote was unanimous in favor. **APPENDIX E**

IN THE MATTER OF APPROVAL OF INTERIM FIRE CHIEF

Mayor Jason Shelton addressed the Council saying that Fire Chief Thomas Walker will retire, with his last day on the job to be May 28, 2021, and requested the the Council approve his submission of Interim

Fire Chief Jimmy Avery. Council Member Beard moved, seconded by Council Member Davis to confirm the appointment of Deputy Chief Jimmy Avery as Interim Fire Chief, effective May 28, 2021. Of those present, the vote was unanimous in favor. **APPENDIX F**

IN THE MATTER OF COLISEUM MINUTES FEBRUARY 22, 2021

Council Member Beard moved, seconded by Council Member Whittington, to accept the minutes of the Coliseum Commission of February 22, 2021. Of those present, the vote was unanimous in favor. **APPENDIX G**

IN THE MATTER OF BUDGET AMENDMENT #6

Council Member Beard moved, seconded by Council Member Whittington, to approve Budget Amendment #6, as presented by CFO/City Clerk Kim Hanna. Of those present, the vote was unanimous. **APPENDIX H**

IN THE MATTER OF RESOLUTION RATIFYING THE PROCLAMATION OF A LOCAL EMERGENCY, ENDING EMERGENCY CLOSING STATUS AND REQUEST TO GOVERNOR FOR DECLARATION OF DISASTER IN THE CITY OF TUPELO

The City of Tupelo experienced an EF1 tornado on Sunday, May 2, 2021, beginning at approximately 9:30 p.m., making conditions very dangerous. Council Member Davis moved, seconded by Council Member Whittington, to approve a Resolution Ratifying the Proclamation of a Local Emergency, Ending Emergency Closing Status and Request to Governor for Declaration of Disaster in the City of Tupelo. Of those present, the vote was unanimous in favor. **APPENDIX I**

IN THE MATTER OF ADDENDUM #1 TO CONTRACT #80420 TO ADD TORNADO PROCLAMATION DATED MAY 2, 2021, FOR DIRECT ADMINISTRATIVE COST AND PROJECT MANAGEMENT

Council Member Whittington moved, seconded by Council Member L Bryan to approve addendum #1 to Contract #80420 with Schaus, LLC, to extend professional services support for the tornado damage that occurred on May 2, 2021, as follows:

Item 3.1.7 to state: SCHAUS will assist the City of Tupelo with Administrative Assistance and Project Management for FEMA matters associated with the tornado dated May 2, 2021, and inclement weather through the week of May 3, 2021.

Of those present, the vote was unanimous in favor. **APPENDIX J**

STUDY AGENDA

IN THE MATTER OF RESOLUTION GRANTING EXEMPTION FROM AD VALOREM TAXES TO LEGGETT AND PLATT COMPONENTS COMPANY, INC. #0341

The Council unanimously agreed to move the item 'In the Matter of Resolution Granting Exemption from Ad Valorem Taxes to Leggett and Platt Components Company, Inc. #0341, to the next meeting's Action Agenda. **APPENDIX K**

IN THE MATTER OF RESOLUTION GRANTING EXEMPTION FROM AD VALOREM TAXES TO LEGGETT AND PLATT COMPONENTS COMPANY, INC. # 0908

The Council unanimously agreed to move the item 'In the Matter of Resolution Granting Exemption from Ad Valorem Taxes to Leggett and Platt Components Company, Inc. #0908, to the next meeting's Action Agenda. **APPENDIX L**

IN THE MATTER OF RESOLUTION GRANTING EXEMPTION FROM AD VALOREM TAXES TO LEGGETT AND PLATT COMPONENTS COMPANY, INC. #4201

The Council unanimously agreed to move the item 'In the Matter of Resolution Granting Exemption from Ad Valorem Taxes to Leggett and Platt Components Company, Inc. #4201, to the next meeting's Action Agenda. **APPENDIX M**

EXECUTIVE SESSION

IN THE MATTER OF DISCUSSION OF BUSINESS REGARDING PERSONNEL MATTER AND PROSPECTIVE PURCHASE OF LANDS UNDER MISS. CODE ANNO. § 25-41-7 (g) (1972 AS AMENDED)

Council Member L Bryan moved, seconded by Council Member Davis, to determine the need for an Executive Session. City Attorney Ben Logan submitted that the following topics were acceptable items for Executive Session:

DISCUSSION OF BUSINESS REGARDING PERSONNEL MATTER AND PROSPECTIVE PURCHASE OF LANDS UNDER MISS. CODE ANNO. § 25-41-7 (g) (1972 AS AMENDED)

The need of Executive Session, was therefore, determined and the vote was unanimous in favor.

Council Member Davis moved, seconded by Council L Bryan to enter executive session. Of those present, the vote was unanimous in favor, and the city council and invited members of the administration went into executive session at 6:25 PM.

After a discussion of a personnel issue and the prospective purchase of real property, Council Whittington moved, seconded by Council Member Beard, to return to the Regular Council Meeting. Of those present, the vote was unanimous in favor, and the open meeting resumed at 6:45 p.m.

ADJOURNMENT

There being no further business to come before the Council at this time, Council Member Whittington seconded by Council Member Jennings, to adjourn the meeting at 6:45 p.m. Of those present, the vote

was unanimous to adjourn.

This the 4th day of May, 2021.

Mike Bryan, President
City Council

ATTEST:

Missy Shelton, Clerk of the Council

Jason Shelton, Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council
FROM: Missy Shelton Council Clerk
DATE May 13, 2021
SUBJECT: IN THE MATTER OF APPROVAL OF BILL PAY **KH**

Request:

For your approval.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE May 18, 2021

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

Request:

There are no items for approval at this time.

ITEMS:

None



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO
DATE May 18, 2021
SUBJECT: IN THE MATTER OF BUDGET AMENDMENT #7 **KH**

Request:

Please review and approve amendment #7

ITEMS:

Amendment #7

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

Whereas, the Mayor and City Council of the City of Tupelo have determined that the budget estimates and certain increases are needed in the operating departments, it is hereby resolved to amend the FY 2021 Budget as follows:

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

Purpose: To budget for personnel expenditures.

Expenditures:

City Council

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

Purpose:

Executive Dept.

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

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

City Court

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

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

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

Purpose:

<u>CVB</u>			
Personnel	145,573	-	145,573
Total CVB Expenditures	145,573	-	145,573

Purpose:

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

Purpose:

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

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

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

Purpose:

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

Purpose:

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

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

Purpose:

Voting

Councilman Markel Whittington	_____
Councilman Lynn Bryan	_____
Councilman Travis Beard	_____
Councilman Nettie Davis	_____
Councilman Buddy Palmer	_____
Councilman Mike Bryan	_____
Councilman Willie Jennings	_____

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: Jason L. Shelton

DATE May 18, 2021

SUBJECT: IN THE MATTER OF RE-APPOINTMENT OF BRIDGETTE WILSON TO
THE CITIZEN’S POLICE ADVISORY BOARD, **JS**

Note:

No attachment.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Ben Logan, City Attorney

DATE May 13, 2021

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

Request: This resolution authorizes the sales parameters, form of the bonds and placement of TIF bonds for Fairpark TIF District.

BOND PURCHASE AGREEMENT (PRIVATE PLACEMENT)

\$____,000

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

Date: _____, 2021

Mayor and City Council
City of Tupelo, Mississippi

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

1. **BACKGROUND**

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

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

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

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

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

2. REPRESENTATIONS OF THE CITY

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

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

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

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

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

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

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

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

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

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

3. COVENANTS OF THE CITY

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

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

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

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

4. PURCHASE, SALE AND DELIVERY OF THE BONDS

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

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

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

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

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

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

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

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

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

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

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

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

5. BOND DOCUMENTS

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

6. CONDITIONS TO OBLIGATIONS OF THE PURCHASER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. TERMINATION

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

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

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

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

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

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

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

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

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

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

8. EXPENSES

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

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

9. CONDITION OF THE CITY'S OBLIGATIONS

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

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

10. NOTICES

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

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

Purchaser: _____

Attention: _____

11. SUCCESSORS

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

12. SURVIVAL OF CERTAIN REPRESENTATIONS AND WARRANTIES

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

13. GOVERNING LAW

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

14. MISCELLANEOUS

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

15. COUNTERPARTS

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

Very truly yours,

_____,
_____, **MISSISSIPPI**

By: _____

Accepted on __, 2021

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor

By: _____
City Clerk

Signature Page to Bond Purchase Agreement (Private Placement)

ATTACHMENT A

PURCHASE PRICE

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

MATURITY SCHEDULE

(See attached)

REDEMPTION PROVISIONS

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

MAXIMUM ANNUAL DEBT SERVICE

\$

ATTACHMENT B
PURCHASER'S COMMITMENT LETTER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Said redevelopment projects may include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[2021 BOND FORM]

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

NO. _____ \$ _____

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

Registered Owner: _____

Principal Amount: _____ DOLLARS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF TUPELO, MISSISSIPPI

Mayor

COUNTERSIGNED:

City Clerk

(seal)

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

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

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

_____, _____

as Transfer Agent

BY: _____
Authorized Officer

Date of Registration and Authentication: _____

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

REGISTRATION [AND VALIDATION] CERTIFICATE

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

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

(seal)

ASSIGNMENT

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

(Name and Address of Assignee)

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

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

Signatures guaranteed:

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

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or Other Tax Identification Number of Assignee: _____

[END OF BOND FORM]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) An Act of Bankruptcy occurs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[The remainder of this page left intentionally blank.]

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

YEAS:

NAYS:

ABSENT:

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

CITY CLERK

MAYOR

EXHIBIT A
FORM OF BOND PURCHASE AGREEMENT



AGENDA REQUEST

TO: Mayor and City Council

FROM: Pat Falkner, Director, Development Services

DATE May 10, 2021

SUBJECT: IN THE MATTER OF REVIEW/APPROVE PLANNING COMMITTEE
MINUTES OF MAY 3,2021 **PF**

Request:

Review and approve or reject the minutes of the May 3, 2021 Planning Committee meeting.

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

CALL TO ORDER

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

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

REVIEW OF APRIL 5, 2021 MINUTES

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

REPORT ON COUNCIL ACTIONS

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

NEW BUSINESS

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

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

No one appeared to comment on the application.

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

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

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

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

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

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

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

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

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

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

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

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



AGENDA REQUEST

TO: Mayor and City Council
FROM: PAT FALKNER, DIRECTOR OF DDS
DATE May 12, 2021
SUBJECT: IN THE MATTER OF LOT MOWING PF

Request:

PLEASE REVIEW AND APPROVE

Preliminary Lot Mowing Report for 5/18

Item # 14.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	32896	076Q2400500	1809 TRACE AVE	SPRAGINS H SCOTT	P O DRAWER 668	OXFORD, MS 38655	JLS
2.	32897	076Q2400700	1805 TRACE AVE	DBE PROPERTIES LLC	P O BOX 2254	OXFORD, MS 38655	JLS
3.	32898	106S1403401	3009 SOUTHERN HEIGHTS RD	TRUSTMARK NATIONAL BANK	THE DAY CENTER	201 COUNTRY PLACE PARKWAY, SUITE B	RS
4.	32899	077C2505100	1711 OSBORNE ST	PREMIER REALTY LLC	P O BOX 7333	TUPELO, MS 38802	JLS
5.	32900	077G2508900	1000 E BRISTOW DR	CHAMP CHAVELL E	1000 E BRISTOW DR	TUPELO, MS 38801	JLS
6.	32901	077Q3622300	110 ENOCH AVE	SOUTHERN CHARM PROPERTIES LLC	194 GOLDEN HILLS RD	MOOREVILLE, MS 38857	SB
7.	32902	101D0123400	1301 LAWNSDALE DR	KEMA SABE INC	PO BOX 691	TUPELO, MS 38802	RS
8.	32904	077J3507500	301 SAGEFIELD DR	SOUTHERN GROUP OF MS INC THE	P O BOX 3171	TUPELO, MS 38803	JLS
9.	32905	077J3508100	2069 BRIARFIELD DR	SOUTHERN GROUP OF MS INC THE	P O BOX 3171	TUPELO, MS 38803	JLS
10	32906	077J3508400	2033 BRIARFIELD DR	SOUTHERN GROUP OF MS INC THE	P O BOX 3171	TUPELO, MS 38803	JLS
11	32907	077J3506700	309 BATTLEFIELD DR	SOUTHERN GROUP OF MS INC THE	P O BOX 3171	TUPELO, MS 38803	JLS
12	32909	077J3506800	319 BATTLEFIELD DR	SOUTHERN GROUP OF MS INC THE	P O BOX 3171	TUPELO, MS 38803	JLS

Preliminary Lot Mowing Report for

Item # 14.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	32910	077J3506600	300 BATTLEFIELD DR	SOUTHERN GROUP OF MS INC THE	P O BOX 3171	TUPELO, MS 38803	JLS
14	32911	089J3131800	1004 W JEFFERSON ST	FRANKLIN RENOVATIONS LLC	P O BOX 1386	RAYMOND, MS 39154	RS
15	32921	077Q3615300	1527 CENTRAL	WEA INVESTMENTS LLC	POST OFFICE BOX 87	RED BANKS, MS 38661	SB
16	32924	077K3509500	2420 RHENDA ST	DBE PROPERTIES LLC	P O BOX 2254	OXFORD, MS 38655	JLS
17	32925	077P3500600	2411 DANNY ST	TTLBL LLC	4747 EXECUTIVE DR STE 510	SAN DIEGO, CA 92121	JLS
18	32928	113J0703700	1016 CHICKASAW TRL	TUPELO RENTAL PROPERTIES LLC	2555 WENDOVER DR	BELDEN, MS 38826	RS
19	32932	101A0220500	469 S THOMAS ST	WEATHERLY DON	469 S THOMAS	TUPELO, MS 38801	JLS
20	32935	074R2001500	1795 DUNWOODY DR	W L JONES INVESTMENTS LLC	216A RD 1802	SALTILLO, MS 38866	SB
21	32936	075R2205600	3575 LANSDOWNE DR	TUPELO RENTAL PROPERTIES LLC	2555 WENDOVER DR	BELDEN, MS 38826	SB
22	32937	113E0608500	896 LYNDEN BLVD	LEDBETTER TERRY & MARLA	2226 WINDSOR PLACE ROAD	TUPELO, MS 38804	RS
23	32938	077C2507400	1304 LUMPKIN AVE	DAVID BROWN LLC	19483 E TUFTS CIR	CENNTENAIL, CO 80015	JLS
24	32939	106A1402900	2869 EVANS CIR	MOORE OPHELENE (LE)	P O BOX 2968	TUPELO, MS 38803	RS

Preliminary Lot Mowing Report for

Item # 14.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
25	32941	106C1315900	2404 MARION ST	SANDY HILL PROPERTIES 2 LLC	P O BOX 7	LAUDERDALE, MS 39335	RS
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
36							



AGENDA REQUEST

TO: Mayor and City Council
FROM: Dennis Bonds, City Engineer
DATE May 12, 2021
SUBJECT: IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE
COMMITTEE MINUTES FOR FEBRUARY 8, 2021 **DRB**

Request: DRB

Major Thoroughfare Committee Minutes from February 8, 2021



Tupelo Major Thoroughfare Program Minutes February 8, 2021

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

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

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

Chairman Pirkle called meeting to order.

Renee Newton took roll.

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

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

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

Dennis Bonds reviewed updates on the current projects.

JACKSON STREET (CLAYTON TO MADISON)

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

W JACKSON ST (AIR PARK TO COLEY)

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

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



Tupelo Major Thoroughfare Program Minutes March 8, 2021

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

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

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

Chairman Pirkle called meeting to order.

Renee Newton took roll.

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

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

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

Dennis Bonds reviewed updates on the current projects.

JACKSON STREET (CLAYTON TO MADISON)

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

W JACKSON ST (AIR PARK TO COLEY)

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

EASON BLVD (S VETERANS TO BRIAR RIDGE)

Plans are complete, still a few ROWs to obtain

INACTIVE PROJECTS (PHASE VI)

N Gloster St - Barnes Crossing to Natchez Trace



Tupelo Major Thoroughfare Program Minutes April 12, 2021

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

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

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

Chairman Pirkle called meeting to order.

Renee Newton took roll.

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

Dennis Bonds reviewed updates on the current projects.

JACKSON STREET (CLAYTON TO MADISON)

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

W JACKSON ST (AIR PARK TO COLEY)

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

EASON BLVD (S VETERANS TO BRIAR RIDGE)

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

INACTIVE PROJECTS (PHASE VI)

N Gloster St - Barnes Crossing to Natchez Trace

MDOT WORK

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

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

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

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

New Business

Members appointed to the Engineering Selection Sub-committee:

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

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

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

Chairman Greg Pirkle

Submitted by Renee Newton

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

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

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

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



AGENDA REQUEST

TO: Mayor and City Council

FROM: Bart Aguirre, Chief

DATE May 13, 2021

SUBJECT: IN THE MATTER OF LIST OF CURRENT UNMARKED VEHICLES **BA**

Request:

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

Description	Location	Vin Number
#EOD-6 2015 Chevy Tahoe (Black)	EOD	1GNLC2EC2FR704702
#EOD-1 2015 Chevy Tahoe (Black)	EOD	1GNLC2EC0FR708005
#22 2021 Dodge Durango(Silver)	Detectives	1C4RDHFG9MC640663
#41 2000 Chevy Impala Blue (Spare)	NMLETC	2G1WF55K5Y9235388
#34 2005 Ford Crown Victoria	SRO	2FAFP71W35X119080
EOD #86 2019 Chevy Tahoe (Black)	EOD	1GNLCDKC2KR344874
#03 2006 Ford Crown Victoria	SRO	2FAFP71W46XI33426
#02 2006 Ford Crown Victoria	Detectives	2FAFP71W66X133427
#32 2006 Ford Crown Victoria (Gray)	Detectives	2FAFP71WX6X133429
#23 2006 Ford Crown Victoria	Detectives	2FAFP71W86X133428
#51 2006 Ford Crown Victoria	Detectives	2FAFP71W66X133430
#72 2012 Ford F-150 (Gray)	PAL	1FTFX1CT7CKD45102
#14 2011 Dodge Charger Black Hemi	Major	2B3CL1CTXBH600735
#26 2011 Chevrolet Tahoe Police	K9	1GNLC2E04BR375369
#36 2011 Chevrolet Tahoe Police	K9	1GNLC2E08BR377691
#EOD-5 2013 Chevy Tahoe	scu	1GNLC2E07DR159941
#48 2013 Chevy Tahoe (silver)	K9	1GNLC2E06DR276720
#57 2008 Ford Expedition (white)	Admin	1FMFK155X8LA63479
#75 2007 Ford Crown Victoria	scu	2FAFP71W77X149010
#76 2007 Ford Crown Victoria	scu	2FAFP71W27X149013
#54 2007 Ford Crown Victoria (Electric Blue)	Detectives	2FAFP71W17X149018
#53 2007 Ford Crown Victoria	Patrol	2FAFP71W87X149016
#07 2020 White Ford Explorer	SRO	1FM5K8AR4BBD05963
#70 2001 Dodge Ram P/U	NMLETC	1B7HC16Y81S735196
#42-008 2008 Ford F150 Pickup truck (Gray)	Admin	1FTRX12W68KC86852
#47 2008 Ford Crown Victoria (Dark Gray)	Detectives	2FAFP71V8X149835
#79 2008 Ford Crown Victoria	Admin	2FAFP71V98XI52712
#65 Chevrolet Suburban	Admin	1GNFC16J87J228346
#55 2012 Dodge Charger Grey	Admin	2C3CDXAT9CH240347
#90 2016 Ford Police Interceptor (Gray)	Patrol	1M5K8AR4BBD05963
#83 2012 Chevrolet Tahoe(White)	K9	1GNLC2E01CR292516
#EOD-8//2015 Ford F-250	EOD	1FT7W2B68FEB19517
#68 2017 Ford Police Interceptor (Black)	Detectives	1FM5K8AR8HGB82850
#99 2017 Ford Expedition (GOLD)	Admin	1FMJU1GT5HEA50868

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

52 Total Unmarked PD Vehicles



AGENDA REQUEST

TO: Mayor and City Council
FROM: Bart Aguirre, Chief
DATE May 13, 2021
SUBJECT: IN THE MATTER OF MEMORANDUM FROM DEPARTMENT OF
VETERANS AFFAIRS **BA**

Request:

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

May 4, 2021

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

Dear Chief Aguirre,

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

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

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

Respectfully



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

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

1. Purpose:

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

II. Roles and Responsibilities:

A. The Tupelo Police Department as a Supporting Agency:

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

B. Memphis VAMC as Requesting Agency

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

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

III. Liability:

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

IV. Funding:

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

V. Media Releases:

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

VI. Effective Date Duration, Modification, and Termination:

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

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

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



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

Date

May 4, 2021



BART AGUIRRE
Chief of Police
Tupelo Police Department

Date

May 13, 2021



AGENDA REQUEST

TO: Mayor and City Council
FROM: Alex Farned, Director
DATE May 12, 2012
SUBJECT: IN THE MATTER OF NEW APPOINTMENT TO THE TPRD PARKS
ADVISORY BOARD AF

Request:

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

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



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned

DATE May 12, 2021

SUBJECT: IN THE MATTER OF BID FOR TENNIS COURT LIGHTING PROJECT BID
#2021-012PR AF

Request:

Please review and approve the lowest and best bid from Qualite Sports Lighting, LLC for the Rob Leake City Park Tennis Court lighting project in the amount of \$70,899.00.

Attached to this request are the following;

- Letter of Recommendation
- Bid Tab Sheet



City of Tupelo

Department of Parks and Recreation

Alex Farned, Director

Mayor
Jason L. Shelton

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

May 14, 2021

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

RE: Tennis Court Light Project

Dear Ms. Hanna:

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

Sincerely,

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

City of Tupelo

Tennis Court Lighting Supply

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



Tennis Court Lighting

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

[Handwritten signature]

 5/11/21



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned

DATE MAY 12, 2021

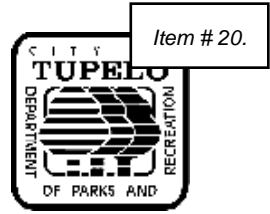
SUBJECT: IN THE MATTER OF APPROVAL OF TPRD ADVISORY BOARD MINUTES
FOR MARCH 2021 AND APRIL 2021 AF

Request:

Attached are the Tupelo Parks and Recreation Advisory Board minutes.



Parks Advisory Board and
Sports Council Meeting
March 23, 2021



Advisory Members Present

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

Advisory Member Absent

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

Staff Present

Alex Farned, Director
Deana Carlock, Office Manager

Staff Absent

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

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

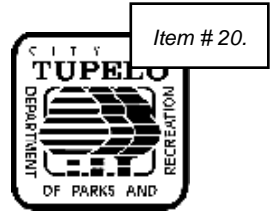
Robin Faucette – Chairman of Tupelo Parks Advisory Board

Jim Ingram – President of Tupelo Sports Council

Alex Farned – Director of Tupelo Parks and Recreation



Parks Advisory Board and
Sports Council Meeting
April 13, 2021



Advisory Members Present

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

Advisory Member Absent

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

Staff Present

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

Staff Absent

Markel Whittington, Council Rep

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

Robin Faucette – Chairman of Tupelo Parks Advisory Board

Jim Ingram –President of Tupelo Sports Council

Alex Farned – Director of Tupelo Parks and Recreation



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kaitlin Wilkinson, Office Manager

DATE May 10, 2021

SUBJECT: IN THE MATTER OF CHANGE ORDER #3, SITE IMPROVEMENTS –
PACKAGE A #2019-017CO DJ

Request:

CHANGE ORDER NUMBER 3, SITE IMPROVEMENTS – PACKAGE A, BID #2019-017CO.
THIS CHANGE ORDER DECREASES THE CONTRACTED AMOUNT BY \$2,673.30.


AIA Document G701/CMaTM – 1992

Change Order - Construction Manager-Adviser Edition

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

THE CONTRACT IS CHANGED AS FOLLOWS:

Deduct of Unused Asphalt Patch Allowance = \$-10,000.00

Deduct of Unused Latent Conditions Allowance = \$-1,223.00

Deduct of Trench Drain Installation = \$-1,000.00

Add to Remediate Wet Subsoils under Paving = \$5,235.08

Add to address Leaching Water at Dumpster Pad = \$1,479.00

Add to remove old concrete pipe in West Asphalt Area = \$2,835.62

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

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

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

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

Innovative Construction Management (ICM)

CONSTRUCTION MANAGER (Firm name)

 PO Box 1515
Oxford, MS 38655

ADDRESS

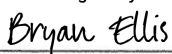
McCarty Architects Professional Association

ARCHITECT (Firm name)

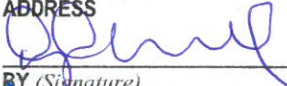
 533 West Main St.
Tupelo, MS 38804

ADDRESS

Item # 21.

DocuSigned by:

 Bryan Ellis
 (Typed name) DATE: 4/27/2021

D C Services, LLC
 CONTRACTOR (Firm name)
 PO Box 2293
 Oxford, MS 38655
 ADDRESS


 BY (Signature)
 Dario Carroll 4/8/2021
 (Typed name) DATE:

DocuSigned by:

 Kurt Shettles
 (Typed name) DATE: 5/7/2021

City of Tupelo
 OWNER (Firm name)
 71 East Troy Street
 Tupelo, MS 38804
 ADDRESS


 BY (Signature)
 Mayor Jason Shelton
 (Typed name) DATE:



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kaitlin Wilkinson, Office Manager
DATE May 10, 2021
SUBJECT: IN THE MATTER OF CHANGE ORDER #3, STRUCTURAL CONCRETE
#2019-018CO DJ

Request:

CHANGE ORDER NUMBER 3, STRUCTURAL CONCRETE, BID #2019-018CO. THIS CHANGE ORDER INCREASES THE CONTRACTED AMOUNT BY \$15,786.00.


AIA Document G701/CMa™ – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address):	CHANGE ORDER NUMBER: 003	OWNER: <input checked="" type="checkbox"/>
BancorpSouth Arena and	INITIATION DATE: April 8th, 2021	CONSTRUCTION MANAGER: <input checked="" type="checkbox"/>
Conference Center Expansion		ARCHITECT: <input checked="" type="checkbox"/>
Bid Package B - Structural Concrete		CONTRACTOR: <input checked="" type="checkbox"/>
(Bid #2019-018CO)		FIELD: <input type="checkbox"/>
Tupelo, Mississippi		OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address):	PROJECT NUMBERS: 2018025 / 2019-018CO	
Shaw Services, LLC	CONTRACT DATE: October 1, 2019	
861 Old Highway 4 West	CONTRACT FOR: General Construction	
Holly Springs, MS 38635		

THE CONTRACT IS CHANGED AS FOLLOWS:

Add \$5,750.00 to Thicken Site Concrete in Drive line on West Elevation

Add \$10,036.00 to Apply Concrete Sealer to all Dyed Exterior Concrete Paving, East and West Elevations

The original Contract Sum was	\$	959,264.00
Net change by previously authorized Change Orders	\$	6,550.00
The Contract Sum prior to this Change Order was	\$	965,814.00
The Contract Sum will be increased by this Change Order in the amount of	\$	15,786.00
The new Contract Sum including this Change Order will be	\$	981,600.00

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is adjusted per original milestone dates listed in the Contract Documents. The Adverse Weather Days does not extend activity durations..

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

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

Innovative Construction Management (ICM)

CONSTRUCTION MANAGER (Firm name)

PO Box 1515

Oxford, MS 38655

ADDRESS

McCarty Architects Professional Association

ARCHITECT (Firm name)

533 West Main St.

Tupelo, MS 38804

ADDRESS

Item # 22.

DocuSigned by:
Bryan Ellis
BY (Signature) #05CE51ED241D...
Bryan Ellis
(Typed name) DATE: 4/27/2021

DocuSigned by:
Kurt Shettles
BY (Signature) #05CEA19BF40F...
Kurt Shettles
(Typed name) DATE: 5/7/2021

Shaw Services, LLC
CONTRACTOR (Firm name)
861 Old Hwy 4 West
Holly Springs, MS 38635
ADDRESS

City of Tupelo
OWNER (Firm name)
71 East Troy Street
Tupelo, MS 38804
ADDRESS

Bobby W. Clendon
BY (Signature)
Bobby W. Clendon
(Typed name) DATE: 4/12/21

BY (Signature)
Mayor Jason Shelton
(Typed name) DATE:



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kaitlin Wilkinson, Office Manager
DATE May 10, 2021
SUBJECT: IN THE MATTER OF CHANGE ORDER #3, MASONRY #2019-019CO DJ

Request:

CHANGE ORDER NUMBER 3, MASONRY, BID #2019-019CO. THIS CHANGE ORDER REDUCES THE CONTRACTED AMOUNT BY \$3,876.80.

AIA[®] Document G701/CMa[™] – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT <i>(Name and address):</i> BancorpSouth Arena and Conference Center Expansion Bid Package C - Masonry (Bid #2019-019CO) Tupelo, Mississippi	CHANGE ORDER NUMBER: 003 INITIATION DATE: April 5th, 2021	OWNER: <input checked="" type="checkbox"/> CONSTRUCTION MANAGER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> Bush Masonry, LLC 3237 South Silverwind Cove Memphis, TN 38125	PROJECT NUMBERS: 2018025 / 2019-019CO CONTRACT DATE: October 1, 2019 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:



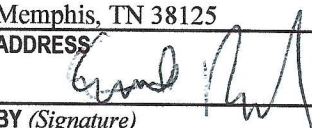

Deduct of unused Latent Conditions = \$3,876.80

The original Contract Sum was	\$	582,000.00
Net change by previously authorized Change Orders	\$	-4,600.05
The Contract Sum prior to this Change Order was	\$	577,399.95
The Contract Sum will be decreased by this Change Order in the amount of	\$	3,876.80
The new Contract Sum including this Change Order will be	\$	573,523.15

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

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

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

Innovative Construction Management (ICM) CONSTRUCTION MANAGER <i>(Firm name)</i> PO Box 1515 Oxford, MS 38655 ADDRESS Signed by:  BY <i>(Signature)</i> Bryan Ellis (Typed name)	McCarty Architects Professional Association ARCHITECT <i>(Firm name)</i> 533 West Main St. Tupelo, MS 38804 ADDRESS Signed by:  BY <i>(Signature)</i> Kurt Shettles (Typed name)
Bush Masonry, LLC CONTRACTOR <i>(Firm name)</i> 3237 South Silverwind Cove Memphis, TN 38125 ADDRESS  BY <i>(Signature)</i> Ernie Bush (Typed name)	City of Tupelo OWNER <i>(Firm name)</i> 71 East Troy Street Tupelo, MS 38804 ADDRESS Signed by:  BY <i>(Signature)</i> Mayor Jason Shelton (Typed name)



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kaitlin Wilkinson, Office Manager

DATE May 10, 2021

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

Request:

CHANGE ORDER NUMBER 3, STRUCTURAL CONCRETE – BID #2019-022CO. THIS CHANGE ORDER DECREASES THE CONTRACTED AMOUNT BY \$5,000.00.

**AIA** Document G701/CMa™ – 1992**Change Order - Construction Manager-Adviser Edition**

PROJECT (Name and address): BancorpSouth Arena and Conference Center Expansion Bid Package F - Glass and Glazing (Bid #2019-022CO) Tupelo, Mississippi	CHANGE ORDER NUMBER: 003 INITIATION DATE: April 5th, 2021	OWNER: <input checked="" type="checkbox"/> CONSTRUCTION MANAGER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Tull Brothers, Inc. 1111 Hwy 72 East Corinth, MS 38834	PROJECT NUMBERS: 2018025 / 2019-022CO CONTRACT DATE: October 1, 2019 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

Deduct for unused Latent Conditions = \$5,000

The original Contract Sum was	\$	978,343.00
Net change by previously authorized Change Orders	\$	-60,772.02
The Contract Sum prior to this Change Order was	\$	917,570.98
The Contract Sum will be decreased by this Change Order in the amount of	\$	5,000.00
The new Contract Sum including this Change Order will be	\$	912,570.98

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

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

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

Innovative Construction Management (ICM)

CONSTRUCTION MANAGER (Firm name)PO Box 1515
Oxford, MS 38655

ADDRESS

Signed by:
BY (Signature)
Bryan Ellis

(Typed name)

4/27/2021

DATE:

McCarty Architects Professional Association

ARCHITECT (Firm name)533 West Main St.
Tupelo, MS 38804

ADDRESS

Signed by:
BY (Signature)
Kurt Shettles

(Typed name)

5/7/2021

DATE:

Tull Brothers, Inc.

CONTRACTOR (Firm name)1111 Hwy 72 East
Corinth, MS 38834

ADDRESS

City of Tupelo

OWNER (Firm name)71 East Troy Street
Tupelo, MS 38804

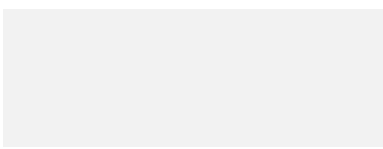
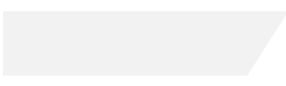
ADDRESS

Item # 24.



BY (Signature)
Fred L. Tull, President 4/16/2021
(Typed name) **DATE:**

BY (Signature)
Mayor Jason Shelton
(Typed name) **DATE:**





AGENDA REQUEST

TO: Mayor and City Council

FROM: Kaitlin Wilkinson, Office Manager

DATE May 10, 2021

SUBJECT: IN THE MATTER OF CHANGE ORDER #3, GENERAL WORKS –
PACKAGE H #2019-024CO DJ

Request:

CHANGE ORDER NUMBER 3, GENERAL WORKS – PACKAGE H, BID #2019-024CO.
THIS CHANGE ORDER INCREASES THE CONTRACTED AMOUNT BY \$3,903.70.


AIA Document G701/CMa™ – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address): BancorpSouth Arena and Conference Center Expansion Bid Package H - General Works (Bid #2019-024CO) Tupelo, Mississippi	CHANGE ORDER NUMBER: 003 INITIATION DATE: April 5th, 2021	OWNER: <input checked="" type="checkbox"/> CONSTRUCTION MANAGER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): D C Services, LLC PO Box 2293 Oxford, MS 38655	PROJECT NUMBERS: 2018025 / 2019-024CO CONTRACT DATE: October 1, 2019 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

Deduct Reconciliation of Final Cleaning Allowance = \$-1,020.00

Deduct to Omit Wood Wall Panels at VIP Lounge East Wall = \$-2,562.00

Add COR 05 - Additional Corner Guards in Conference Center = \$691.00

Add Cylinders and Cores to Existing Arena to match new keying system = \$6,794.70

The original Contract Sum was	\$ 1,466,000.00
Net change by previously authorized Change Orders	\$ -26,586.30
The Contract Sum prior to this Change Order was	\$ 1,439,413.70
The Contract Sum will be increased by this Change Order in the amount of	\$ 3,903.70
The new Contract Sum including this Change Order will be	\$ 1,443,317.40

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is adjusted per original milestone dates listed in the Contract Documents. The Adverse Weather Days does not extend activity durations..

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

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

Innovative Construction Management (ICM)

CONSTRUCTION MANAGER (Firm name)

 PO Box 1515
 Oxford, MS 38655


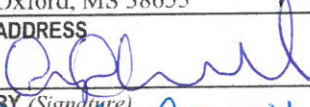
ADDRESS


McCarty Architects Professional Association

ARCHITECT (Firm name)

 533 West Main St.
 Tupelo, MS 38804

ADDRESS

DocuSigned by:

 BY (Signature) DDC51ED241D... 4/27/2021
 Bryan Ellis
 (Typed name) DATE:
 D C Services, LLC
 CONTRACTOR (Firm name)
 PO Box 2293
 Oxford, MS 38655
 ADDRESS

 BY (Signature)
 David Carroll 4/8/2021
 (Typed name) DATE:

DocuSigned by:

 BY (Signature) AB205CEA19BF40F... 5/7/2021
 Kurt Shettles
 (Typed name) DATE:
 City of Tupelo
 OWNER (Firm name)
 71 East Troy Street
 Tupelo, MS 38804
 ADDRESS
 BY (Signature)
 Mayor Jason Shelton
 (Typed name) DATE:



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kaitlin Wilkinson, Office Manager

DATE May 10, 2021

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

Request:

CHANGE ORDER NUMBER 3, MECHANICAL AND PLUMBING – BID #2019-027CO.
THIS CHANGE ORDER DECREASES THE CONTRACTED AMOUNT BY \$2,134.00.

AIA[®] Document G701/CMa[™] – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT (<i>Name and address</i>): BancorpSouth Arena and Conference Center Expansion Bid Package K - Mechanical and Plumbing (Bid #2019-027CO) Tupelo, Mississippi	CHANGE ORDER NUMBER: 003 INITIATION DATE: April 5th, 2021	OWNER: <input checked="" type="checkbox"/> CONSTRUCTION MANAGER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (<i>Name and address</i>): Kline's Mechanical Systems, Inc. PO Box 121 Fulton, MS 38843	PROJECT NUMBERS: 2018025 / 2019-027CO CONTRACT DATE: October 1, 2019 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

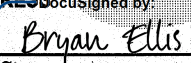
Credit for unused latent conditions = \$2,134.00

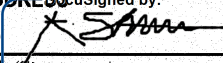
The original Contract Sum was	\$	2,134,590.00
Net change by previously authorized Change Orders	\$	-32,800.00
The Contract Sum prior to this Change Order was	\$	2,101,790.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	2,134.00
The new Contract Sum including this Change Order will be	\$	2,099,656.00

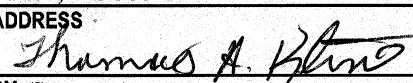
The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is adjusted per original milestone dates listed in the Contract Documents. The Adverse Weather Days does not extend activity durations..

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

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

Innovative Construction Management (ICM)
CONSTRUCTION MANAGER (*Firm name*)
PO Box 1515
Oxford, MS 38655
ADDRESS DocuSigned by:

BY (*Signature*)
Bryan Ellis
(*Typed name*)

McCarty Architects Professional Association
ARCHITECT (*Firm name*)
533 West Main St.
Tupelo, MS 38804
ADDRESS DocuSigned by:

BY (*Signature*)
Kurt Shettles
(*Typed name*)

Kline Mechanical Systems, Inc.
CONTRACTOR (*Firm name*)
PO Box 121
Fulton, MS 38843
ADDRESS

BY (*Signature*)
Thomas H. Kline
(*Typed name*)

City of Tupelo
OWNER (*Firm name*)
71 East Troy Street
Tupelo, MS 38804
ADDRESS
BY (*Signature*)
Mayor Jason Shelton
(*Typed name*)



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kaitlin Wilkinson, Office Manager
DATE May 10, 2021
SUBJECT: IN THE MATTER OF CHANGE ORDER #3, ELECTRICAL #2019-028CO DJ

Request:

CHANGE ORDER NUMBER 3, ELECTRICAL, BID #2019-028CO. THIS CHANGE ORDER INCREASES THE CONTRACTED AMOUNT BY \$4,947.28.


AIA Document G701/CMa™ – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address): BancorpSouth Arena and Conference Center Expansion Bid Package L - Electrical (Bid #2019-028CO) Tupelo, Mississippi	CHANGE ORDER NUMBER: 003 INITIATION DATE: April 5th, 2021	OWNER: <input checked="" type="checkbox"/> CONSTRUCTION MANAGER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Conditioned Air, Inc. 735 Westmoreland Drive Tupelo, MS 38801	PROJECT NUMBERS: 2018025 / 2019-028CO CONTRACT DATE: October 1, 2019 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

Deduct of Data Conduits for Access Controls = \$-3,387.20

Add required AV controls conduits = \$987.16

Add Flag Pole Lights = \$4,033.32

Add Fire Alarm Relays = \$1,850.00

Add Fire Department Connection Relay = \$1,464.00

The original Contract Sum was	\$	<u>1,851,580.00</u>
Net change by previously authorized Change Orders	\$	<u>-48,845.10</u>
The Contract Sum prior to this Change Order was	\$	<u>1,802,734.90</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>4,947.28</u>
The new Contract Sum including this Change Order will be	\$	<u>1,807,682.18</u>

The Contract Time will be unchanged by zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is adjusted per original milestone dates listed in the Contract Documents. The Adverse Weather Days does not extend activity durations..

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

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

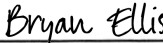
Innovative Construction Management (ICM)
CONSTRUCTION MANAGER (Firm name)
 PO Box 1515
 Oxford, MS 38655
ADDRESS

McCarty Architects Professional Association
ARCHITECT (Firm name)
 533 West Main St.
 Tupelo, MS 38804
ADDRESS

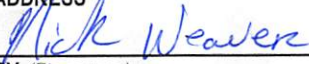
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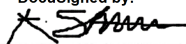
User Notes:

Item # 27.

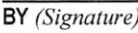
DocuSigned by:

 BY (Signature) #00CE51ED241D... 4/27/2021
 Bryan Ellis
 (Typed name) DATE:

Conditioned Air, Inc
 CONTRACTOR (Firm name)
 735 Westmoreland Drive
 Tupelo, MS 38801
 ADDRESS


 BY (Signature) #... 4.27.2021
 Nick Weaver
 (Typed name) DATE:

DocuSigned by:

 BY (Signature) #B205CEA19BF40F... 5/7/2021
 Kurt Shettles
 (Typed name) DATE:

City of Tupelo
 OWNER (Firm name)
 71 East Troy Street
 Tupelo, MS 38804
 ADDRESS


 BY (Signature) #...
 Mayor Jason Shelton
 (Typed name) DATE:



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE: May 11, 2021

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

Request:

I request your approval of the attached ordinance for our “Service Practice Standards”. This ordinance will update our deposit for fire hydrant meters on page one of Appendix A: Schedule of Rates, Charges and Fees as follows:

Fire Hydrant Meter Deposits

	<u>Current</u>	<u>Proposed</u>
Water Meter – 1” Temp	\$250.00	\$500.00
Water Meter – 2” Temp	\$500.00	\$900.00

Upon approval, this updated rate will take effect July 1, 2021.
Thank you for your consideration. Please call upon me if you have any questions.

ORDINANCE

AMENDMENT TO ALL PREVIOUS ORDINANCES ESTABLISHING SCHEDULE OF RULES AND FEES FOR UTILITY SERVICES FURNISHED TO CONSUMERS OF THE CITY OF TUPELO.

WHEREAS, the City of Tupelo is authorized by the Section 21-27-23 Miss. Code Anno. (1972 as amended) to establish schedules of rules and fees for utility services furnished to consumers of the City of Tupelo Water & Light Department; and

WHEREAS, that based on appropriate studies and investigations, the Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service as set forth and attached in Exhibit “A”; and

WHEREAS, the City Council met at its regularly scheduled meeting on May 18, 2021, to review and consider information compiled by the City of Tupelo Water and Light Department demonstrating the need for establishing updated Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service set forth above and attached hereto; and

WHEREAS, the City Council found and determined that the updated Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees was necessary, fair and reasonable; and

WHEREAS, the amended Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees set forth as attached below, shall be published in ordinance form as required by law.

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

Section 1. The Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees, Minimum Commercial Deposits as codified as Section 26-127 of the City of Tupelo, Mississippi Code of Ordinances is hereby amended in pertinent part by substitution to read:

Minimum Commercial Deposits are as follows:

Electric	Two (2) times the average usage	Water 1” – Temp \$500.00 (Fire Plug)
Water	\$150.00	Water 2” – Temp \$900.00 (Fire Plug)

Section 2. All other portions of the Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees other than changes in Section 1 above shall remain the same.

Section 3. The Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service Appendix A: Schedule of Rates, Charges and Fees as amended in Section 1 above shall become effective on July 1, 2021.

Section 4. Appendix A: Schedule of Rates, Charges and Fees as herein amended is attached hereto as Exhibit "A".

The Clerk of the Council is hereby directed to cause a copy of this amendatory ordinance to be published one time in the Northeast Mississippi Daily Journal.

The foregoing Ordinance was proposed in a motion by Council Member _____, seconded by Council Member _____, and, after discussion, no Council Member having called for a reading, was brought to a vote as follows:

- Council Member Markel Whittington _____
- Council Member Lynn Bryan _____
- Council Member Travis Beard _____
- Council Member Nettie Davis _____
- Council Member Buddy Palmer _____
- Council Member Mike Bryan _____
- Council Member Willie Jennings _____

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance has been passed and adopted on this the _____ day of May, 2021.

CITY OF TUPELO, MISSISSIPPI

BY: _____
President

ATTEST:

Missy Shelton, Clerk of the Council

APPROVED:

Jason Shelton, Mayor

DATE

ATTEST:

Kim Hanna, City Clerk

CITY OF TUPELO WATER & LIGHT DEPARTMENT

SERVICE PRACTICE STANDARDS

SCHEDULE OF RULES, REGULATIONS AND FEES FOR UTILITY SERVICE

Collections & Billing Office, 333 Court Street, Tupelo, MS 38804
Tel. 662-841-6470, Fax 662-841-6471

Operations Office, 320 N. Front Street, Tupelo, MS 38804
Tel. 662-841-6460, Fax 662-841-6401

1. **APPLICATION FOR SERVICE**: Each prospective customer desiring service will be required to complete and sign a Tupelo Water & Light standard form of application for service or contract before service is supplied. **Residential utility services can be in only (1) name.** Prospective customers are required to provide two (2) forms of identification including at least one (1) picture identification and a copy of lease agreement, rent receipt or deed. In the event more than one person signed a housing lease agreement, valid ID's must be presented on all persons whose name is listed on the lease to secure utility services.

Acceptable forms of ID are a social security card, driver's license, voter registration card, passport, green card, Federal ITIN card or other state issued ID.

Applicants with an old debt with Tupelo Water & Light Department will be required to pay all old debts in full prior to receiving utilities at a new service address.

The applicant must agree to pay for service as measured by the City's meter according to applicable rates. Rates, charges and fees are made available to all customers via Tupelo Water & Light Department's website at www.tupeloms.gov and at the Tupelo Water & Light Department Collections & Billing Office at 333 Court Street. Legal notice is given to all customers via Northeast Mississippi Daily Journal of any rate change initiated by Tupelo Water & Light Department.

The applicant agrees to permit authorized agents of the City free access to the premises of the consumer for the purpose of inspecting, reading, repairing or removing property of the City.

The City shall have the right, but shall not be obligated, to inspect any installation before water and/or electric service is introduced, or at any time thereafter and reserves the right to reject any wiring or appliances not in accordance with City's standards. The inspection or failure to inspect or reject shall not be regarded as an insurance against defects in installation, wiring or appliances and shall not render City liable or responsible for any loss or damage, resulting from defects in the installation, wiring or appliances, or from violation of the City's rules and regulations or from accidents which may occur upon consumer's premises.

The applicant agrees that this application is subject to the City's Rules and Regulations, a copy of which is available for inspection at the office of the City, and that these Rules and Regulations are a part of this agreement. In the case of default of payment applicant agrees to pay any legal interest due, together with any collection agency costs and reasonable attorney fees incurred to effort collection on this account and any subsequent location.

2. **DEPOSIT:** Each customer is required to pay a meter deposit for each service. Tupelo Water & Light Department credits interest on deposits annually at the bank's Passbook Interest Rate to the customer's account. Upon termination of service, deposits are applied to customer's accounts against unpaid bills of customer, and if any balance remains after such application is made, the balance shall be refunded to customer. If a customer is transferring utility service to a different address, an additional deposit may be required to update the customer deposit on account to current deposit amounts. Past payment history will be taken into account. If a customer has an excellent pay record (meaning customer has received no late notices and/or penalties or service charges for nonpayment and has always paid on time), then no additional deposits will be required. If a customer has a poor/delinquent pay history (meaning customers that have received late notice fees and/or penalties or service charges for nonpayment), then additional deposits may be required to update to current deposit amounts.

The residential deposit rate is based upon the customer's credit rating as follows:

<u>Credit Score</u>	<u>Rating</u>
700-850	Excellent
650-699	Good
Less than 650	Fair/Poor

See Appendix A (Schedule of Rates, Charges and Fees)

For general power customers (commercial and industrial), the deposit shall be two (2) times the average usage for all commercial and industrial accounts. The minimum water deposit for commercial and industrial accounts will be \$150.00. In no event will the deposit required exceed twice the highest estimated monthly bill for the rate classification. Commercial and Industrial customers will have the option of paying a cash deposit, posting a Utility Surety Bond, Letter of Credit from local bank, or filing a Certificate of Deposit with Tupelo Water & Light Department. All Certificates of Deposit must have the business name and Tupelo Water & Light Department on the face of the certificate. Tupelo Water & Light Collections and Billing Department will be the custodian of all Utility Surety Bonds, letters of credit and Certificates of Deposit.

Upon written request by the customer or at the discretion of Tupelo Water & Light, the deposit requirement may be re-evaluated based on the most recent electricity usage.

After the deposit is paid in full, interest will accrue annually on a deposit greater than one month's average bill held longer than twelve months at the passbook interest rate earned by Tupelo Water & Light Department. The deposit accrued interest will be credited to the customer's bills every year of the utility service on a yearly basis. The deposit balance and accrued interest is subject to review by all customers of Tupelo Water & Light Department upon request.

3. **POINT OF DELIVERY**: The point of delivery for electricity is the point, as designated by Tupelo Water & Light Department, on the customer's premises where current is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be maintained by the customer. The point of delivery for water service shall be the customer side of the water meter. The point of service delivery for sewer shall be the sewer tap on the city sewer main.
4. **CUSTOMER'S WIRING STANDARDS**: All of the customer's wiring must conform to municipal requirements and accepted modern standards, including the requirements of the National Electrical Safety Code, the National Electric Code, and the City Electric Code.
5. **INSPECTIONS**: The Tupelo Water & Light Department shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced, or at any later time, and reserves the right to reject any wiring of appliances not in accordance with the Tupelo Water & Light Department's standards, but such inspection or failure to inspect or reject shall not render the City of Tupelo liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Tupelo Water & Light Department's rules, or from accidents which may occur upon customer's premises.
6. **UNDERGROUND SERVICE LINES**: Customers desiring underground electric service lines from Tupelo Water & Light Department's overhead power service system must bear the expense thereof. Specifications and terms for such construction will be furnished by the Tupelo Water & Light Department.
7. **CUSTOMER'S RESPONSIBILITY FOR WATER & LIGHT DEPARTMENT'S PROPERTY**: All meters, service connections and other equipment furnished by Tupelo Water & Light Department shall be, and remain, the property of Tupelo Water & Light Department on its premises. In the event of loss or damage to Tupelo Water & Light Department's property, arising from neglect of customer to care for same, the cost of necessary repairs or replacements shall be paid by customer.
8. **RIGHT OF ACCESS**: The Tupelo Water & Light Department's identified employee shall have access to customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing or exchanging any or all equipment belonging to Tupelo Water & Light Department.
9. **BILLING**: Utility bills will be rendered monthly and shall be paid within fifteen (15) days from the date of bill for residential customers, and within ten (10) days for general power (commercial and industrial) customers at the Tupelo Water & Light Department Collection Office located at 333 Court Street, Tupelo, Mississippi. Failure to receive a bill will not release Customer from payment obligation. If the bill is not paid on time, the Tupelo Water & Light Department may at any time thereafter discontinue service. Bills paid on or before the final date of payment shall be payable at the net rates, which is the gross less late penalty (general power accounts only) but thereafter the gross rates shall apply, as provided in SCHEDULE OF RATES AND CHARGES. Bills that are paid after the "Discount Date" on the billing statement provided shall be subject to an additional charge of 5%. The Tupelo Water & Light Department will post all payments on the same day they are received. All payments made after the due date on the bill will be assessed a

5% penalty. Should the final date for payment of the bill fall on a weekend or holiday, the next business day following the final date will be held as a day for grace for delivery of payment.

Customers will be provided monthly totals for electric and water consumption. Each monthly billing statement will provide customers with historical consumption comparisons to the prior month as well as the prior twelve (12) months.

10. **LATE NOTICE**: A late notice will be prepared on all Tupelo Water & Light service accounts that have not been paid by the due date on the bill. A four dollar (\$4.00) Late Notice Charge will be assessed to all accounts receiving a late notice. This notice will notify the customer of their disconnection date, which will be fifteen (15) days for residential customers and ten (10) days for general power (commercial and industrial) customers following the late notice date.

10B. **POLICIES AND PROCEDURES**: Penalties and Fees can be adjusted by Tupelo Water & Light Department Billing and Collections Office Manager/Personnel, per City Ordinances. (Not part of the Public Utilities.)

11. **DISCONNECTION FOR NON-PAYMENT**: The disconnection date on all accounts shall be fifteen (15) days for residential customers and ten (10) days for general power customers following the date of the late notice. A late notice mailed to all customers with unpaid balances will notify customers of their disconnection date. A twenty five dollar (\$25.00) service charge will be assessed to all accounts disconnected for non-payment. If the past due amount is paid in full on the customer's account before our serviceman leaves the TW&L office, the twenty five dollar (\$25.00) service charge can be adjusted off the customer's account. However, if the service charge has been added to the unpaid account and the serviceman has left the TW&L office, the twenty five dollar (\$25.00) service charge is owed. On all accounts requiring a lineman & bucket truck to disconnect, a one hundred dollar (\$100.00) service charge will be assessed.

12. **DISCONTINUANCE OF UTILITY SERVICE**: Customers who desire to discontinue utility service are required to sign a disconnect form stating the date they desire the service to be discontinued and must give at least one (1) day notice to that effect. Customers are required to sign a service order or provide written notice by fax or email. The Tupelo Water & Light Department will not process a service order of any kind over the telephone.

13. **TERMINATION OF SERVICE**: The Tupelo Water & Light Department may discontinue service for the violation of any of its Schedule of Rules and Regulations or of the Schedule of Rates and Charges. The Tupelo Water & Light Department may also discontinue service to customer for the theft of services or the appearance of theft devices on the premises of customer, for safety or to be compliant with any State of Mississippi or City of Tupelo regulations that require disconnection for safety reasons. Any and all electrical and water services will be discontinued to customers with past due accounts except as provided in this rule. Payment in full (including late fee charges or service charges) will be required before service is restored. An additional deposit amount may also be required. The termination of service by Tupelo Water & Light Department for any reason stated in this rule does not release the customer from the obligation for any amount due to Tupelo Water & Light Department, including the payment of minimum bills as specified in contracts.

If payment is not received by the due date, Tupelo Water & Light Department may discontinue service fifteen (15) days after the due date for residential customers and ten (10) days after the due date for general power customers (commercial and industrial) after provision of a late notice by mail informing the customer of the electric service or the water service disconnection date and the available rights and remedies to dispute the bill with Tupelo Water & Light Department, including the address, 333 Court Street, Tupelo, MS 38804, and the Customer Service telephone number, 662-841-6470. No further notice will be provided before electrical or water service is disconnected.

Tupelo Water & Light Department evaluates weather conditions daily at www.weathertap.com for the Tupelo service area. In the event the forecasted temperature is expected to exceed 96 degrees Fahrenheit (F) with a heat index greater than 100 degrees, or is expected to be below 30 degrees (F) on that day, Tupelo Water & Light Department will postpone the disconnection of service of residential customers due to non-payment. Where disconnection is postponed due to an extreme weather condition, the postponement will not extend beyond the extreme weather condition.

Upon Tupelo Water & Light Department's approval of the "Request for Medical Waiver" form, disconnection of service will be postponed for 30 days from the original due date to allow customer time to make payment or alternative shelter arrangements. The "Request for Medical Waiver" form must be completed by a medical doctor or nurse practitioner licensed to practice in the State of Mississippi, certifying that the disconnection of electric service would create a life-threatening medical situation for the customer or other permanent resident of the customer's household. It is the responsibility of the customer to ensure that the form has been approved by Tupelo Water & Light Department. A life threatening medical condition does not relieve a customer of the obligation to pay for electric service, including any late fees or service charges incurred or other applicable charges. Tupelo Water & Light Department will only grant this postponement for termination two (2) times in a twelve (12) month period. If full payment of the past due amount, including all late fees and service charges is not received by the end of the thirty (30) day postponement period, electric service will be disconnected without further notice.

Below is an example of the "Request for Medical Waiver Form" customers must file for a thirty (30) day postponement to terminate service.

REQUEST FOR MEDICAL WAIVER

TUPELO WATER & LIGHT DEPARTMENT

Tupelo Water & Light allows for **postponement of shut off or temporary service restoration** for a medical emergency of not more than 30 days if the customer or a member of the customer’s household has a certified medical emergency. A medical emergency exists if the customer/household member has a condition that will be aggravated by the lack of electrical service. A medical emergency is defined and certified by a Physician or Nurse Practitioner. Extensions for further periods of not more than 30 days are granted only if the customer provides additional physician or public health official certification. Tupelo Water & Light will only grant this postponement for termination two (2) times in a twelve (12) month period. Consecutive waivers are allowed but must be applied for by the customer.

CUSTOMER CERTIFICATION: (To be completed by customer)

Customer Name: _____ Account No: _____

Customer Address: _____

City, ST, Zip: _____

Home Phone: _____ Business Phone: _____

Household member(s) with Medical Emergency _____

Relationship to Customer: _____

NOTE: THIS STATEMENT DOES NOT IN ANY WAY REMOVE THE OBLIGATION TO PAY FOR SERVICES RECEIVED OR TO BE RECEIVED FROM TUPELO WATER & LIGHT DEPARTMENT.

RELEASE: (to be completed by Resident requiring life-sustaining equipment or his/her legal guardian)

I, _____, (circle one: resident/legal guardian) hereby grant my consent to the below-named licensed Physician to release to Tupelo Water & Light such information as noted below, plus any supplement information regarding critical medical equipment used at the residence.

Signature of Resident or Legal Guardian: _____

Date _____

MEDICAL VERIFICATION: (To be completed and signed by a licensed physician)

A phone number is required so we may contact you for potential clarification and/or verification.

I, _____, a licensed physician, declare there is a medical emergency requiring electricity for the above named customer/household member.

Duration of Medical Emergency: _____

(Maximum 30 days)

Physician Signature: _____ Date: _____

Business Name: _____

Phone: _____

Business Address: _____
 City, State, Zip: _____

Return this form to: Tupelo Water & Light **OR** Fax To: 662-841-6471
 333 Court St
 Tupelo, MS 38804

14. **SERVICE CHARGES FOR TEMPORARY SERVICE:** Customers requiring water and electric service for a period not exceeding sixty (60) days may be required by Tupelo Water & Light Department to pay all costs for connection and disconnection incidental to the supplying and removing of service. This rule applies to circuses, carnivals, fairs, temporary construction and other temporary Customers. Active customers, who have a history of paying promptly with no violation of these rules and regulations who are in need of temporary service, and who have previously paid a service deposit, are not required to pay another deposit.

15. **INTERRUPTION OF SERVICE:** The Tupelo Water & Light Department will use reasonable diligence to provide a regular and uninterrupted supply of electricity and water. However, in case the supply of electricity or water should be interrupted, Tupelo Water & Light Department shall not be liable for any damages resulting from this interruption.

16. **VOLTAGE FLUCTUATION CAUSED BY CUSTOMER:** Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to the Department's system. Tupelo Water & Light Department requires each customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.

17. **ADDITIONAL LOAD:** The service connection, transformers, meters and equipment supplied by Tupelo Water & Light Department for each customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of Tupelo Water & Light Department. Failure to give notice of additions or changes in load, and to obtain consent for the same, shall render the customer liable for damage to any of Tupelo Water & Light Department's lines or equipment caused by the additional or changed installation.

18. **STANDBY AND RESALE SERVICE:** All purchased electric service (other than emergency or standby service) used on the premises of each customer shall be supplied exclusively by Tupelo Water & Light Department, and the customer shall not directly or indirectly, sell, sublet, assign, or otherwise dispose of, the electric service or any party thereof.

19. **NOTICE OF TROUBLE:** Customer shall notify Tupelo Water & Light Department immediately if the service is unsatisfactory for any reason, or should there be any defects, trouble or accidents affecting the supply of water or electricity. Such notices, if verbal, should be confirmed in writing.

20. **NON-STANDARD SERVICE:** The customer shall pay the cost of any special installation necessary to meet his or her particular requirements for service other than one standard voltage, or for the supply of closer voltage regulation than required by standard practice. The Tupelo Water

& Light Department may, at its discretion, provide and install the additional facilities on a fixed monthly rental basis in lieu of payment of cost by the customer.

21. **METER TESTS**: The Tupelo Water & Light Department will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. The Tupelo Water & Light Department will make additional tests or inspections of its meters at the request of the customer. If such tests show that the meter is accurate within 2%, slow or fast, no adjustment will be made in the customer's bill and the testing charge of ten dollars (\$10.00) per meter shall be paid by the customer. In case the test shows meter to be in excess of 2% fast or slow, an adjustment shall be made in the customer's bill over a period of not over thirty (30) days prior to date of such tests, and the cost of the test shall be borne by the Tupelo Water & Light Department.

22. **FILING AND POSTING**: A copy of the RULES AND REGULATIONS, together with a copy of THE TUPELO WATER & LIGHT DEPARTMENT'S SCHEDULE OF RATES AND CHARGES, shall be kept open to inspection at the office of Tupelo Water & Light Department.

23. **INFORMATION TO CONSUMERS**: Upon request by the customer of record, Tupelo Water & Light Department will make available a customer's electrical and water consumption data for the prior twelve (12) month period.

24. **SCOPE**: The Schedule of Rules and Regulations is a part of all contracts for electrical and water service from Tupelo Water & Light Department and applies to all services received from Tupelo Water & Light Department, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this Schedule of Rules and Regulations together with a copy of Tupelo Water & Light Department Schedule of Rates and Charges, which was approved by the governing authority of the City of Tupelo, and shall be kept open to inspection at the office of Tupelo Water & Light Department Collections & Billing Office located at 333 Court Street, and found on our website – www.tupeloms.gov. Furthermore, the Tupelo Water & Light Department will provide information regarding rates, service practice policies, and guidelines to customers via the website – www.tupeloms.gov and information, including brochures, will be available in our office. A customer will also receive such information upon application for electric and water services, and at any time upon request. All retail rate actions initiated by Tupelo Water & Light will be communicated to the public via our web-site – www.tupeloms.gov and through advertisement in the Northeast Mississippi Daily Journal.

25. **REVISIONS**: These RULES AND REGULATIONS may be revised, amended, supplemented, or otherwise changed from time to time without specific notice to the customer. Such changes, when effective, shall be available at the Collection Office and shall have the same force as the present RULES AND REGULATIONS.

26. **CONFLICT**: In case of conflict between any provision of any rate schedule and these RULES AND REGULATIONS, the rate schedule shall apply.

27. **TAMPERING WITH METERS**: If Tupelo Water & Light Department finds that there is reasonable ground for believing that any meter or meters intended to measure or register the

quantity of water, electric light or power has been tampered with as to alter the measured usage or that any electric seal is broken, or communication device on an AMI water or electric meter is broken, cut or damaged, a minimum administrative fee of one hundred dollars (\$100.00) will be assessed the meter holder. The customer may be prosecuted in municipal court notwithstanding the administrative fee.

28. **ESTIMATING BILLS**: In the event that Tupelo Water & Light Department is unable to or prevented from reading a customer's meter(s), then the Tupelo Water & Light Department may charge an estimated bill based on previous usage, an average or other reasonable basis; provided, however, that the estimated bill does not relieve the customer from financial responsibility during the period. After the meters are read, the Tupelo Water & Light Department will notify the customer of any adjustment and amounts owed. These corrections or adjustments will be approved by the city council at the council meeting.

29. **CATASTROPHIC LEAK**: In the event of a catastrophic water leak on the customer's property (beyond the point of delivery), the customer will be responsible to pay for all water meter charges, but the customer may request, in writing or by telephone, an adjustment to sewer charges for the payment period covering the leak. The request must be accompanied by documentation of the leak and the repairs, such as repair bills or a report from the professional contractor or plumber effecting the repair. Upon receipt of the request and proper documentation, the Tupelo Water & Light Department will promptly review the request, the customer's payment history and compliance with these Rules and Regulations. If the customer was in compliance, not in arrears in payment prior to the leak, and promptly repaired the leak, the Tupelo Water & Light Department is authorized to adjust the customer's sewage charges for the period covering the leak to an average sewer billing based on the prior twelve (12) months, or shorter period if a new customer. A maximum of three (3) months billing adjustment is authorized. Tupelo Water & Light Department will not be obligated to make such adjustments if the customer has made more than one such request in a twenty four (24) month period or where the customer has persisted in failing to maintain the customer's water lines and system in good repair and working order. The leak adjustments must approved by the city council at the council meetings.

29B. **BILLING CORRECTIONS AND ADJUSTMENTS**: Copies of all types of billing corrections or adjustments must be approved each month by the Tupelo City Council in accordance with the MS Attorney General Opinion 2017-00378. Types of adjustments made are as follows:

- Erroneous readings (over/under) which were made by human error
- Voids and rebills
- Services auto billed (situations where the system automatically voids the whole bill of each service and automatically rebills those services previously voided)
- Keying errors (which include wrong information entered for the meter data, such as the number of digits entered being one too few/many which causes the meter to flip)
- Adjustments to sewer for water leaks in accordance with the catastrophic leak policy
- Adjustments made due to electric or water meter malfunctions (i.e. dead meters)
- Estimations due to meters being unable to read or prevented from getting a reading (i.e. locked gates, aggressive dogs or something covering the meter)

All adjustments must have documentation should any questions arise. As an added measure of oversight, TVA regulatory analysts perform monitoring visits as well as compliance evaluations.

In addition, the CSA billing team randomly selects and tests adjustments each billing cycle to ensure adjustments are valid and customers are billed correctly. CSA will contact Tupelo Water and Light if they find an adjustment not entered correctly. Tupelo Water & Light Billing and Collections Office also has an internal system in place to check the daily adjustments report against the adjustment vouchers to ensure no improper adjustments have been made.

If an adjustment is deemed necessary on a customer account by the Tupelo Water and Light Department Billing and Collections Office, the adjustment can be applied. However, the customer will be made aware that this adjustment is pending until final approval is received from the Tupelo City Council. If approved, then the adjustment stands and no further documentation is necessary. If not approved, the adjustment will be removed and rebilled with the next billing cycle.

30. **DEAD METER**: In the event that an electric or water meter malfunctions and dies, Tupelo Water & Light shall set a new meter at the residence or business. The Water & Light Department shall take meter readings covering a period of twenty four (24) hours for the purpose of estimating an electric or water bill. The prior history of seasonal usage shall be taken under consideration with the twenty four (24) hour reading to determine the bill. In the event that no consistent pattern is established, a second twenty four (24) hour reading shall be taken to determine a bill.

31. **TRANSFER OF SERVICE**: All residential customers making application to transfer utility services to a new service address are required to pay their active account to a zero (\$0) balance before a new service address can be established for that customer. Customer deposits on transferred accounts must be updated to current deposit amounts. See Deposits.

32. **RESIDENTIAL LATE PAYMENT AGREEMENTS**: Residential customers only are allowed to sign a "Late Payment Agreement". A "Late Payment Agreement" shall allow the customer seven (7) days beyond their scheduled disconnection date for nonpayment. All residential customers shall be limited to three (3) late payment agreements over a twelve (12) month period. New customers of Tupelo Water & Light Department are not allowed to sign a late payment agreement for the first six (6) months of service. Customers who fail to pay a "Late Payment Agreement" as agreed shall forfeit future rights to such agreements.

No customer shall be allowed to sign a "Late Payment Agreement" if Tupelo Water & Light Department is waiting on funds from service agencies on their active account. These agencies shall include, but not be limited to, Lift, Inc., Salvation Army, Safe, Inc., Department of Human Service and churches.

Only in extenuating circumstances will additional days and/or "Late Payment Agreements" be authorized with the approval of the Manager to assist customers in need.

33. **CUSTOMERS WITH SEVERE HEALTH ISSUES**: Special attention shall be given to customers with severe health issues when there is a power failure. All efforts shall be made to restore their services in a timely manner when such a failure occurs. Customers with medical devices powered by electricity shall provide Tupelo Water & Light Department with a letter from their medical doctor or nurse practitioner stating that their medical condition "requires electric current for the operation of said device". Customers with severe health issues may file a "Request

for Medical Waiver” form requesting an extension up to thirty (30) days. Tupelo Water & Light Department will only grant this postponement for termination of service two (2) times in a twelve (12) month period. Customers with valid letters or “Request for Medical Waiver” forms from their physicians shall not be relieved from their obligation to pay their monthly utility bill in a timely manner.

34. **DECEASED CUSTOMER ACCOUNTS:** In the event a customer of Tupelo Water & Light Department is deceased, the account can remain active in the deceased customer’s name for a period not to exceed ninety (90) days. The widow or widower of the deceased can apply for a name change on the account with no additional deposits required. The widow or widower must apply for the name change in person and provide appropriate personal identification. Children, grandchildren or other relatives are not allowed to assume the account of the deceased and will be required to apply for the utility service in their name for the account to remain active.

35. **“ENERGY RIGHT” INCENTIVES AND REBATES:** Residential customers installing a new all electric “water heater” (minimum of 30 gallons) are eligible to receive a \$120.00 credit to their electric bill. Customer must provide Tupelo Water & Light Department with proof of purchase (copy of plumber’s bill or supply house receipt). Also required is the model number, serial number and energy factor.

36. **DISPUTED BILLS:** Any customer who questions the amount or correctness of charges on their utility bill should contact the Customer Service Manager, Monday through Friday, 8:00 am to 5:00 pm. The Customer Service Manager is authorized to review disputed bills and correct errors if any exist.

37. **COLLECTION OF BAD DEBTS:** A late notice will be mailed to all customers with an unpaid balance. This late notice will notify the customer of their disconnection date, which will be fifteen (15) after the due date for residential customers and ten (10) days after the due date for general power customers (commercial and industrial) following the due date. A twenty five dollar (\$25.00) service charge will be added to all accounts disconnected for non-payment.

A collection letter (letter 1) shall be mailed to the customer thirty (30) days following the disconnection date for non-payment. A second collection letter (letter2) shall be mailed thirty (30) days from the date of the first collection letter (letter 1) if the account remains unpaid.

Thirty (30) days following the second collection letter (letter 2), a third collection letter (letter 3) shall be mailed to the customer. Letter 3 will inform the customer of all additional charges and collection fees, and will be given notice that the account will be submitted to a Collection Agency if the account is not paid within thirty (30) days of the date of this letter.

From the disconnection date for non-payment, to the submission of the unpaid account to a Collection Agency a total of one-hundred and twenty (120) days will be given for the customer to make payment, or payment arrangements.

All unpaid accounts will be compiled, analyzed and broken down by service. These unpaid accounts will be submitted to the City of Tupelo City Council bi-annually for write-off as bad debt.

38. **INTERCONNECTION, METERING AND PARALLEL OPERATION AGREEMENTS**: Tupelo Water & Light Department, working in conjunction with TVA, allows customers to apply as an Interconnection Customer in order to self-generate and/or sell the output of renewable generation that is owned and operated by the Interconnection Customer at the Interconnection Customer's presently metered location. An Interconnection, Metering and Parallel Operation Agreement is made and entered into between both parties.

39. **TVA COMPLAINT RESOLUTION PROCESS**- In the case of billing disputes or other service issues, the customer is expected to resolve the dispute by notifying and working with the Distributor. If the dispute is not resolved, the distributor will provide the customer with information regarding TVA's Complaint Resolution Process. Customers will be informed about the availability of the TVA Complaint Resolution Process upon application for service, at any time upon request, and through information provided on the Distributor's website or other technological means of communication, if available.

See Appendix B

Appendix A

SCHEDULE OF RATES, CHARGES AND FEES

The following Schedule of Customer Service Charges is hereby fixed and established:

Meter Connection Charge	\$25.00
Transfer Charge	\$25.00
Disconnection/Reconnection Fee for non-payment	\$25.00
During regular hours, 8 am – 5 pm, M-F	
Reconnection after regular hours and weekends	\$75.00
Reconnection for CT (current transformer)	\$50.00
Metering service during regular hours	
Reconnection for CT (current transformer)	\$75.00
Metering service after regular hours and weekends	
Late Notice Charge	\$4.00
Penalty on all customers other than residential	5%
Meter Testing Charge	\$10.00
Minimum Charge for Theft of Electricity or Water	\$100.00
Returned Check Charge	\$30.00
Installation of underground primary electric lines	\$9.00 per foot
(In excess of 200 feet)	
Disconnection for non-payment requiring a	\$100.00
Bucket Truck	
Temporary Electric Service	\$65.00
Permit Fee – CT Meter Can	\$135.00

The following Schedule of Customer Deposits is hereby fixed and established:

<u>Residential Electric Deposit</u>	<u>Credit Score</u>
\$0	700-850
\$200	650-699
\$300	Less than 650
<u>Residential Water Deposit</u>	<u>Credit Score</u>
\$0	700-850
\$75	650-699
\$100	Less than 650

Additional deposits may be required if service is discontinued for non-payment equal to two (2) month’s average bill based on prior twelve (12) months service history.

Customers transferring service after the effective date of this ordinance, who have a poor payment history, will be required to pay the new deposit schedule before transferring their utility service to a new location.

Commercial Customers are required to pay meter deposits equal to two (2) months average billing based on prior twelve (12) months service history.

Minimum Commercial Deposits are as follows:

Electric	Two (2) times the average usage.	Water 1” – Temp	\$500.00 (Fire Plug)
Water	\$150.00	Water 2” – Temp	\$900.00 (Fire Plug)

Tupelo Water & Light Department reserves the right to periodically review deposits and to add additional deposits to protect the City on accounts that have inadequate surety deposits or poor pay history.

Commercial customers will have the option of paying a cash deposit, posting a Utility Surety Bond or filing a Certificate of Deposit with Tupelo Water & Light Department. All Certificates of Deposit must have the business name and Tupelo Water & Light Department on the face of the certificate. Tupelo Water & Light Department Collections and Billing Office will be the custodian of all Utility Surety Bonds and Certificates of Deposit.

The following Schedule of Water & Sewer Tapping Fees is hereby fixed and established:

Water Connection & Tap Charges
Inside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
¾”	\$1,300.00	\$2,100.00
1”	\$1,500.00	\$2,300.00
1 ½”	\$2,600.00	\$3,400.00
2”	\$3,200.00	\$3,800.00
3” and Larger	**	**

**Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Water Connection & Tap Charges
Outside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
¾”	\$1,475.00	\$2,310.00
1”	\$1,725.00	\$2,650.00
1 ½”	\$3,125.00	\$4,050.00
2”	\$3,825.00	\$4,550.00
3” and Larger	**	**

**Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

**Sewer Service Connection Charges
Inside City Limits**

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
4"	\$1,150.00	\$1,725.00
6"	\$1,300.00	\$1,875.00
8" and Larger	**	**

**Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

**Sewer Service Connection Charges
Outside City Limits**

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
4"	\$1,375.00	\$2,075.00
6"	\$1,575.00	\$2,250.00
8" and Larger	**	**

** Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Meter Installation Charges In Developments

<u>Inside City Limits</u>		<u>Outside City Limits</u>	
<u>Size</u>	<u>Cost</u>	<u>Size</u>	<u>Cost</u>
3/4"	\$700.00	3/4"	\$825.00
1"	\$800.00	1"	\$950.00

**Non-Metered Connection Charges for Existing Water System & Sprinkler Connections
Inside City Limits**

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
6" x 6"	\$2,700.00	\$3,275.00
8" x 6"	\$2,900.00	\$3,475.00
8" x 8"	\$3,200.00	\$3,775.00

**Larger connections - Charge will be based on cost of materials, labor and equipment at the time of installation on a case-by-case basis.

**Non-Metered Connection Charges for Existing Water System & Sprinkler Connections
Outside City Limits**

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
6" x 6"	\$3,300.00	\$4,000.00
8" x 6"	\$3,500.00	\$4,200.00

8" x 8" \$3,900.00 \$4,600.00

**Larger connections - Charge will be based on cost of materials, labor and equipment at the time of installation on a case-by-case basis.

Fire Protection Fees

<u>Size</u>	<u>Monthly Charges</u>
4"	\$19.00
6"	\$27.00
8"	\$53.00
10"	\$106.00
12"	\$172.00

*NOTE: Tupelo Water & Light Department will review the rates, charges and fees annually on or before the beginning of each calendar year.

Appendix B

Tupelo Water & Light Interconnection, Metering and Parallel Operation Agreement

1. **Scope of Agreement:** Tupelo Water & Light Department and the Interconnection Customer agree that one or more generations systems and all related interconnection equipment (as described in the application and referred to as “Qualifying System” located at interconnection Customer’s current metered location with gross power rating of _____kW and to be interconnected at _____ kV may be interconnected to Tupelo Water & Light Department’s electric power distribution system in accordance with the terms and conditions of this Agreement. Execution of this Agreement allows the Interconnection Customer to proceed with procurement and installation of the system but Interconnection Customer is not allowed to proceed with parallel operation until Tupelo Water & Light Department has received a completed certification of Completion, Tupelo Water & Light Department has conducted an onsite review and witnessed any required commissioning test or waived such test, and has given Interconnection Customer written authorization to proceed with parallel operation.
2. **Establishment of Point of Interconnection:** The point where the electric first leaves the wires or facilities owned by Tupelo Water & Light Department and enters the wires or facilities provided by Interconnection Customer is the “Point of Interconnection.” Tupelo Water & Light Department and Interconnection Customer agree to interconnect the “Qualifying System” at the point of Interconnection in accordance with this Agreement, Tupelo Water & Light Department’s rules, regulations, policies and rates, WHICH ARE INCORPORATED HEREIN BY REFERENCE, and the Interconnection Customer and the Qualifying System shall comply with Tupelo Water & Light Department’s Distributed Generation Interconnection Procedures.

3. **General Responsibilities of the Parties:**

3.1 Tupelo Water & Light has reviewed the proposed Qualifying system as described in the attached Application for compliance with Tupelo Water & Light Department’s Distribution Generation Interconnection Procedures and approved the Qualifying System for interconnection based on one of the following conditions:

- 3.1.1. The Qualifying System has been reviewed by Tupelo Water & Light Department based on the applicable codes and standards and has passed any applicable screening process in the Tupelo Water & Light Department’s Distributed Interconnection Procedures, or;
- 3.1.2. Tupelo Water & Light Department, in agreement with Interconnection customer, has conducted additional engineering evaluations or detailed impact studies at Interconnection Customer’s expense, and any necessary System upgrades or changes identified by these additional studies have been implemented and Interconnection Customer has paid for such upgrades or changes where necessary.

3.2 Interconnection customer shall comply with all applicable laws, regulations, zoning codes, building codes, safety rules, and environmental restrictions, including the latest version of the National Electric Code, and codes issued by Underwriters Laboratories (UL), the Institute of Electrical and Electronics Engineers (IEEE), and the American National

Standards Institute (ANSI), that are applicable to the design, installation, operation, and maintenance of its Qualifying System.

3.3 Tupelo Water & Light Department shall, at Interconnection Customer's expense, provide and install such meters and related facilities (Metering Installation) as in Tupelo Water & Light Department's judgment are needed to measure the electrical output from qualifying System. Thereafter, Tupelo Water & Light Department shall, at Interconnection Customer's expense, test, calibrate, operate, maintain, and if necessary, replace the meter(s) in the Metering Installation. The Metering Installation shall conform to applicable industry standards and shall be for Tupelo Water & Light Department's exclusive use and control unless otherwise agreed by the Parties. If the Interconnection Customer is selling the power output of the Qualifying System to a third party, the Interconnection Customer shall notify Tupelo Water & Light Department of any metering requirements of the power purchaser, any cost of which shall be borne by the Interconnection customer.

3.4 The Interconnection Customer shall provide the City of Tupelo building code official inspection and certification of installation forms to Tupelo Water & Light Department. The certification shall reflect that City of Tupelo Code Official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE May 11, 2021

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

Request:

We recommend award of the attached contract with William E. Groves, Inc. dba Groves Electrical Services for the 46 kV pole change-out from Southwest Tupelo substation to Northwest Tupelo substation. The bid for this project (Bid No. 2021-007WL) was approved through your regular council meeting on April 20, 2021 in the amount of \$740,642.35.

Please let me know if you have any questions.

**DOCUMENT 00500
AGREEMENT**

THIS AGREEMENT is entered into as of the 24th day of April, 2021 between Tupelo Water & Light (hereinafter called Owner) and William E. Groves, Inc. dba Groves Electrical Services (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 1. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Furnish labor, material, and equipment to change-out forty-seven wood poles with forty-seven steel poles in the existing 46kV/15kV Transmission/Distribution Line. Transmission conductor is 954 MCM ACSR with 336 MCM ACSR distribution underbuild. The transmission line can be de-energized however the distribution line must remain energized.

SECTION 2. ENGINEER/ARCHITECT

Allen & Hoshall (hereinafter called Engineer/Architect) is to act as Owner's representative, and shall have the duties and responsibilities and the rights and authority assigned to Engineer/Architect in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

SECTION 3. CONTRACT TIME

3.1 Completion. The Base Bid Work will be substantially completed on or before November 19, 2021 and completed and ready for final payment in accordance with paragraph 14.8 of the General Conditions on or before December 17, 2021.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Three Hundred dollars (\$300.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

SECTION 4. CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds as follows:

All specified allowances are included in the above price and have been computed in accordance

with the General Conditions.
UNIT PRICE BID:

TOTAL OF ALL UNIT PRICES:

Seven hundred forty thousand six hundred fifty-two Dollars thirty-five Cents (\$740,652.35)
Includes \$30,000.00 Authorized Contract Amendments. (Must be authorized prior to use)

As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions. All specified allowances are included in the above price and have been computed in accordance with the General Conditions.

SECTION 5. PAYMENT PROCEDURES

5.1 Applications for Payment. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer/Architect as provided in the General Conditions.

5.2 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer/Architect on or about the 15th on the basis of the progress of the Work measured by the Schedule of Values established in accordance with paragraph 2.8 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer/Architect shall determine, or Owner may withhold, in accordance with paragraph 14.3(d) of the General Conditions.

95% of Work completed. If Work has been 50% completed as determined by Engineer/Architect, and if the character and progress of the Work have been satisfactory to Owner and Engineer/Architect, Owner on recommendation of Engineer/Architect, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions).

Upon Substantial Completion, payment will be made in an amount sufficient to increase total payments to Contractor to 97.5% of the Contract Price, less such amounts of Engineer/Architect shall determine, or Owner may withhold, in accordance with paragraph 14.3(d) of the General Conditions.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.8 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer/Architect as provided in paragraph 14.8 of the General Conditions.

SECTION 6. INTEREST

All monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

SECTION 7. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and all Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely.

7.3 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.4 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

7.5 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 Contractor has given Engineer/Architect written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer/Architect is acceptable to Contractor.

SECTION 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and

Contractor concerning the Work consist of the following:

- (a) This Agreement.
- (b) Performance Bond, Payment Bond and other Bonds.
- (c) Notice of Award.
- (d) General Conditions.
- (e) Supplementary Conditions.
- (f) These Specifications - See Document 00003 - TABLE OF CONTENTS.
- (g) Drawings, consisting of a cover sheet and sheets numbered as listed in Document 00004 - LIST OF DRAWINGS, TABLES AND SCHEDULES of specification.
- (h) Addenda numbers 1 to 3, inclusive.
- (i) Contractor's Bid, marked exhibit "A".
[Attach Bid Form only in special circumstances, such as listing of unit prices.]
- (j) The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.4 of the General Conditions.
- (k) Contractor's Clarifications/Exceptions, marked exhibit "B".

The documents listed in paragraphs (a) through (j) above are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.4 of the General Conditions.

SECTION 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from duty or responsibility under the Contract Documents.

9.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

SECTION 10. OTHER PROVISIONS

Insert other provisions as may be required.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer/Architect, and two to Owner.

This Agreement will be effective on April 28, 2021.

Owner: **Tupelo Water & Light**

Contractor: **Groves Electrical Services**

By: _____
[Corporate Seal]

By: 
Andy B...
Corporate Seal
Vice President

Attest: _____

Attest: 
Isaac Burris

Address for giving notice:

Address for giving notice:

P.O. Box 1485

P.O. Box 1205

Tupelo, MS 38802-1485

Madisonville, KY 42431

License No. 11847-MC (Exp June 20, 2021)

Agent for service of process:

(If Owner is a public body attach)
(evidence of authority to sign)
(and resolution or other document)
(authorizing execution.)

(If Contractor is a corporation)
(attach evidence of authority)
(to sign.)

END OF DOCUMENT