



MEMORANDUM

TO: TUPELO CITY COUNCIL
FROM: AMANDA DANIEL, CLERK
SUBJECT: AGENDA REVIEW
DATE: JULY 13, 2019
CC: MAYOR
COO
CFO
CITY ATTORNEY
DEPT. HEADS
NEWS MEDIA
LOBBY POSTINGS

THE AGENDA REVIEW FOR THE REGULAR TUESDAY, JULY 16, 2019 COUNCIL MEETING IS SCHEDULED FOR MONDAY, JULY 15, 2019 IN COUNCIL CHAMBERS, 2ND FLOOR, CITY HALL BUILDING, 71 EAST TROY STREET.

TIME: 4:00 PM

A WORK SESSION MAY FOLLOW FOR ANY ITEMS THE COUNCIL MAY WISH TO DISCUSS.

CC: MAYOR
CC: COO
CC: CITY ATTORNEY
CC: DEPT. HEADS
CC: NEWS MEDIA
CC: LOBBY POSTINGS

TUPELO CITY COUNCIL MEETING AGENDA

JULY 16, 2019

6:00 P.M.

INVOCATION:

PRESIDENT NETTIE Y. DAVIS

PLEDGE OF ALLEGIANCE:

COUNCILMAN WILLIE JENNINGS

CALL TO ORDER:

PRESIDENT NETTIE Y. DAVIS

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

4. **PROCLAMATIONS, RECOGNITIONS, AND REPORTS AGENDA**

JS 4.1 RECOGNITION OF BOY/GIRL SCOUTS

JS 4.2 RECOGNITION OF CITY EMPLOYEES

4.3 POLICE ADVISORY BOARD REPORT

4.4 "MAYOR'S WALK A MILE CHALLENGE"

TW 4.5 CIVILIAN LIFE SAFE RECOGNITION- DANIEL ROGERS

4.6 PUBLIC RECOGNITIONS

JS 4.7 MAYOR'S REPORT

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

5. **PUBLIC AGENDA**

5.1 PUBLIC HEARINGS

5.1A PUBLIC HEARING REGARDING LOT MOWING LIST

5.1B PUBLIC HEARING FOR PLANNING COMMITTEE
RECOMMENDATION FOR REZONING NORTH
VETERANS BOULEVARD

5.2 CITIZEN HEARINGS

5.2A CHRIS MOODY 1204 SOUTH GLOSTER TUPELO AUTO
SHOPS

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

TUPELO CITY COUNCIL MEETING AGENDA
JULY 16, 2019
6:00 P.M.

6. ACTION AGENDA

- 6.1 REVIEW, APPROVE, REJECT REQUEST FOR KING CITY CYCLES TO PLACE RENTAL BICYCLES WITH RACKS ON CITY PROPERTY (MOVED UP JUNE 18, 2019 TABLED JULY 2, 2019)
- 6.2 REVIEW, APPROVE. REJECT PLANNING COMMITTEE RECOMMENDATION OF REZONING ON NORTH VETERANS BOULEVARD
- 6.3 REVIEW, APPROVE, REJECT EXECUTIVE ORDER 19-02

7. ROUTINE AGENDA

- 7.1 REVIEW, APPROVE, REJECT MINUTES OF THE JULY 2, 2019 REGULAR CITY COUNCIL MEETING
- KH 7.2 REVIEW, APPROVE, REJECT ADVERTISING AND PROMOTIONAL EXPENSE LIST OF JULY 16, 2019
- KH 7.3 REVIEW, PAY BILLS AND APPROVE UTILITY ADJUSTMENTS
- JS 7.4 REVIEW, ACCEPT, REJECT APPOINTMENT OF WILLIE STEGALL TO THE POLICE ADVISORY BOARD
- PF 7.5 REVIEW, APPROVE, REJECT FINAL LOT MOWING LIST
- KH 7.6 REVIEW. APPROVE, REJECT CITY OF TUPELO REQUISITION FORM INTERGOVERNMENTAL PUBLIC SAFETY WIRELESS RADIO COMMUNICATION AND RELATED COMPUTER EQUIPMENT PROGRAM FUNDS PAYMENT REQUEST NUMBER 10
- KH 7.7 REVIEW, APPROVE, REJECT ASSURANCES RELATING TO REAL PROPERTY ACQUISITION FOR NRCS/EWP PROJECT
- KH 7.8 REVIEW, APPROVE, REJECT APPROVAL OF MBE/WBE RESOLUTION (RE: ARC GRANT FOR THE HIVE)

TUPELO CITY COUNCIL MEETING AGENDA

JULY 16, 2019

6:00 P.M.

- | | | |
|----|------|---|
| KH | 7.9 | REVIEW, APPROVE, REJECT CODE OF STANDARDS OF CONDUCT (RE: ARC GRANT FOR THE HIVE) |
| KH | 7.10 | REVIEW, APPROVE, REJECT APPROVAL OF THE THREE RIVERS ARC ADMINISTRATION CONTRACT FOR THE HIVE PROJECT |
| KH | 7.11 | REVIEW, APPROVE, REJECT REQUEST TO SURPLUS ITEMS AND TRANSFER TO THE LEE COUNTY SHERIFF'S OFFICE |
| PF | 7.12 | REVIEW, ACCEPT, REJECT MINUTES OF THE JULY 1, 2019 PLANNING COMMITTEE MEETING |
| DB | 7.13 | REVIEW, ACCEPT, REJECT MINUTES OF THE JUNE 10, 2019 MAJOR THOROUGHFARE MEETING |
| DB | 7.14 | REVIEW, ACCEPT, REJECT MINUTES OF THE JUNE 17, 2019 SPECIAL CALL MAJOR THOROUGHFARE MEETING |
| AF | 7.15 | REVIEW, APPROVE, REJECT CONTRACT FOR SLOAN LANDSCAPE ARCHITECTURE FOR SYNTHETIC TURF INSTALLATION AT BALLARD PARK BASEBALL COMPLEX AND VETERANS PARK SOFTBALL COMPLEX |
| JT | 7.16 | REVIEW, ACCEPT, REJECT MINUTES OF THE JUNE 27, 2019 TRAFFIC COMMITTEE MEETING |
| JT | 7.17 | REVIEW, APPROVE, REJECT CONTRACT FOR OVERHEAD TO UNDERGROUND UTILITY LOCATION ALONG JACKSON STREET |
| JT | 7.18 | REVIEW. APPROVE, REJECT ENGINEERING AGREEMENT WITH COOK COGIN ENGINEERS FOR CENTRAL PUMPING STATION IMPROVEMENTS PROJECT |
| JT | 7.19 | REVIEW, APPROVE, REJECT OF BAD DEBT WRITE OFF FROM TUPELO WATER AND LIGHT DEPARTMENT |

8. STUDY AGENDA

- | | | |
|----|-----|--|
| BL | 8.1 | REVIEW. APPROVE, REJECT RECOMMENDATIONS OF EVALUATION COMMITTEE ON PUBLIC WORK'S REQUEST FOR PROPOSALS (RFP) 2019-015PW: SOLID |
|----|-----|--|

TUPELO CITY COUNCIL MEETING AGENDA
JULY 16, 2019
6:00 P.M.

WASTE COLLECTION, REMOVAL, DISPOSAL, RECYCLING

9. EXECUTIVE SESSION

NO ITEMS

10. ADJOURNMENT

4.4

Amanda Daniel

From: Don Lewis
Sent: Monday, July 01, 2019 12:56 PM
To: Ruth Fondon; Jason Shelton
Cc: Amanda Daniel
Subject: RE: 2019 "Mayor's Walk A Mile" Challenge

Ruth please place on the July 16th agenda.
Thanks

From: Ruth Fondon
Sent: Monday, July 1, 2019 11:00 AM
To: Jason Shelton <Jason.Shelton@tupeloms.gov>; Don Lewis <Don.Lewis@tupeloms.gov>
Subject: 2019 "Mayor's Walk A Mile" Challenge

Please see the message below and tweak as needed...

Team City Hall,

The "Mayor's Walk A Mile" Challenge has officially ended. We had 16 participants and logged a total of 211.15 miles from May 28th – June 28th, what an amazing accomplishment!

The top 3 winners of the challenge are:

1st Place	Lerland Kindt (48.85 mi)
2nd Place	Donna Jarrell (45.6 mi)
3rd Place	Jeremy Sapp (40.9 mi)

Prizes will be presented to these employees during the July 16th City Council meeting.

We appreciate everyone for their participation.



Memo

To: Mayor Jason Shelton and City Council
From: Chief Thomas Walker *TL*
Date: 7-8-2019
Re: Civilian Life Save Recognition

I would like to recognize Mr. Daniel Rogers for his quick thinking and actions that I and members of the Tupelo Fire and Tupelo Police Departments feel saved Mr. Michael Page's life on the day he had a motorcycle accident in Tupelo.

I would like to recognize Mr. Daniel Rodgers. Mr. Rodgers was one of the first persons on scene of a crash involving a motor vehicle and a motorcycle on McCullough Boulevard and the off ramp from Interstate 22 on the morning of Wednesday, May 22, 2019 at 0800hrs. Mr. Rodgers observed the black male driver of the motorcycle face down in the inside northbound lane of McCullough Boulevard. Mr. Rodgers stated the black male (identified as Mr. Michael Page) took one deep breath then appeared to stop breathing and had no pulse. Mr. Rodgers immediately turned Mr. Page over and began CPR. After some chest compressions, Mr. Rodgers was able to get Mr. Page back breathing and have a pulse. Mr. Rodgers continued to monitor Mr. Page until Fire Department personnel arrived on scene.

I feel Mr. Rodgers' quick thinking and recent first aid training was a clear asset to assisting Mr. Page during this time and would like him to be recognized for this.

Mr. Daniel Rodgers
1920 Cr 638
Booneville, MS 38829
662-720-6419
Employer :MDOT

Tupelo Fire Department

This certificate awarded to

Daniel Rodgers

Life Save



A handwritten signature in dark ink, appearing to read "Thomas Walker".

Thomas Walker, Chief

May 22, 2019

Date

Amanda Daniel

From: Ponder, Jace <jponder@mdot.ms.gov>
Sent: Thursday, June 27, 2019 1:35 PM
To: Amanda Daniel
Subject: MDOT contact

Hi Amanda.

MDOT employee Daniel Rodgers was a first responder on a crash in Tupelo in May.

The fire department recommended him for council recognition.

I have in my mind that he would be on the agenda for July 16, but want to check with you to see if that is correct.

Do you know if and when he'll be recognized?

Thank you,

-Jace

Jace R. Ponder

Public Information Officer
Mississippi Department of Transportation
401 N. West Street
Jackson, MS 39201
O: 601.359.7017
C: 601.946.7137
jponder@mdot.ms.gov

24-hour Media Line: 601-359-9777

GoMDOT.com | [Twitter](#) | [Facebook](#) | [YouTube](#) | [Instagram](#)

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MEMO

TO: Mayor, City Council members

FROM: Pat Falkner

DATE: July 2, 2019

RE: Public agenda item: Hearing for Planning Committee recommendation of rezoning

The Planning Committee voted at their June 3 meeting to recommend approval of changing the zoning of parcel 085U-21-008-00 and part of parcel 085U-21-007-02, on North Veterans Boulevard, from Low Density Residential to Mixed Use Commercial Corridor.

5.2A

Amanda Daniel

From: Moody's Collision <mcrbodyshop@yahoo.com>
Sent: Thursday, July 11, 2019 11:18 AM
To: Amanda Daniel
Subject: Re: Test

This is Chris Moody of Moodys Collision at 1204 South Gloster St and 1204 1/2 South Gloster St . I wish to speak to the counsel about a level playing field on auto shops in Tupelo. Thanks Chris

On Thursday, July 11, 2019, 10:48:54 AM CDT, Amanda Daniel <Amanda.Daniel@tupeloms.gov> wrote:

Please verify

Sent from my iPhone

*** This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. City Of Tupelo Technology Services ***

5.1A 3 7.5

Preliminary Lot Mowing Report for JULY 16 2019

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	29417	088J3307300	88 BLUEBIRD DR	HAMBLIN JAMES J	121 DRIVE 933	TUPELO, MS 38804	MB
2.	29445	077L3614100	210 LUMPKIN AVE	LEGACY PROPERTY GROUP LLC	275 MTD DR	NETTLETON, MS 38858	MB
3.	29446	077L3611800	301 N HIGHLAND DR	UNDERWOOD TODD BATEMAN	980 CHARLESTON BLVD	TUPELO, MS 38801	MB
4.	29447	089K3108100	451 N SPRING ST	SHELLY ELZIE ETAL	451 N SPRING	TUPELO, MS 38804	MB
5.	29448	077L3604800	507 EXCHANGE ST	VANLANDINGHAM JOSEPH D	507 EXCHANGE ST	TUPELO, MS 38801	MB
6.	29449	077F2615300	702 VASSAR DR	GLAMOUR ENTERPRISES LLC	1896 SWAN CIRCLE	TUPELO, MS 38801	MB
7.	29450	077F2619600	705 LUMPKIN AVE	MARTIN DAVID HAROLD	705 LUMPKIN AVENUE	TUPELO, MS 38804	MB
8.	29451	077G2508100	1104 BIENVILLE ST	BILLIPS STEVEN C & PAM M	4610 MEADOW RIDGE DR	TUPELO, MS 38801	MB
9.	29452	077G2511200	1108 MARQUETTE	LITTLE SUE C	1108 MARQUETTE	TUPELO, MS 38801	MB
10	29453	077C2507801	1203 ACKIA TRL	DUFFORD JOSHUA ROBERT	4701 MEADOW RIDGE DR	TUPELO, MS 38801	MB
11	29454	077G2506000	1230 BRISTOW DR	SOUTHERN CHARM PROPERTIES LLC	194 GOLDEN HILLS RD	MOOREVILLE, MS 38857	MB
12	29455	077G2518700	1300 LEONARD DR	HOOD RICKY	1246 CR 39	ETTA, MS 38627	MB

Preliminary Lot Mowing Report for

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	29456	077C2507800	1302 ACKIA TRL	MONAGHAN JEFFREY T	1302 ACKIA TRAIL	TUPELO, MS 38801	MB
14	29467	077G2518600	1308 LEONARD DR	FARRIS DENISE	1308 LEONARD ST	TUPELO, MS 38801	MB
15	29468	077L3611100	1402 FORREST ST	HOLLYWOOD INVESTMENTS LLC	980 CHARLESTON BLVD	TUPELO, MS 38801	MB
16	29469	077L3610800	1410 FORREST ST	HOLLYWOOD INVESTMENTS LLC	980 CHARLESTON BLVD	TUPELO, MS 38801	MB
17	29470	077Q3616300	1501 W MAIN ST	PHAN TAI XUAN	3271 FORREST HILL DRIVE	BELDEN, MS 38826	MB
18	29471	077F2609900	1503 W BRISTOW DR	CHAPMAN GREG	720 COCHRAN RD	BELDEN, MS 38826	MB
19	29472	077F2602300	1504 LEIGHTON DR	HOARD RENTALS LLC	778 JONES DRIVE	TUPELO, MS 38801	MB
20	29473	077F2607300	1527 BRISTOW DR	TORRES RICARDO	1527 W BRISTOW DR	TUPELO, MS 38801	MB
21	29474	077L3609600	1708 FORREST ST	DUNEHEW PROPERTIES LLC	1321 RUFFWOOD RD	TUPELO, MS 38801	MB
22	29475	077L3604200	1904 BELLA VISTA ST A	ZEDA PROPERTIES LLC	P O BOX 3683	TUPELO, MS 38803	MB
23	29476	077L3606900	1910 NELLE ST	MATTHEWS JAMES A SR	POST OFFICE BOX 430	PLANTERSVILLE, MS 38862	MB
24	29477	077F2608200	2416 PATTERSON DR	FEARS JOHNNY	2416 PATTERSON DR	TUPELO, MS 38801	MB

Preliminary Lot Mowing Report for

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
25	29478	077M3610200	202 RANKIN BLVD	CHISM RICHARD W	202 RANKIN	TUPELO, MS 38804	DJ
26	29479	077M3610100	204 RANKIN BLVD	IRVING SUSAN DIANNE	204 RANKIN BLVD	TUPELO, MS 38804	DJ
27	29480	077M3609900	208 RANKIN BLVD	MURPHY ROBERT W	188 W OXFORD ST	PONTOTOC, MS 38863	DJ
28	29481	077M3600800	329 RANKIN BLVD	UNDER A ROOF LLC	529 WOOTEN COVE	TUPELO, MS 38801	DJ
29	29482	089J3109300	630 WALNUT ST	HENDERSON JOYCE A	630 WALNUT	TUPELO, MS 38804	DJ
30	29483	106D1312300	906 BICKERSTAFF ST	ROGERS KIZZY ANN & STEVE ALLEN WELLS	906 BICKERSTAFF RD	TUPELO, MS 38801	DJ
31	29485	106D1308700	922 TERRY RD	MATTHEWS ALICE ROBERTA	614 SANDRINGHAM DRIVE	ALPHARETTA, GA 30004	DJ
32	29486	106C1316000	1002 BICKERSTAFF ST	COMER MICHAEL (LE)	1002 BICKERSTAFF	TUPELO, MS 38801	DJ
33	29487	106C1307600	1754 ROLLINGWOOD DR	TUCKER TAMMY W	1754 ROLLINGWOOD DR	TUPELO, MS 38801	DJ
34	29488	106G1306600	3119 CRAIGMONT CIR	LEWIS TOMMY	8767 ROYAL MELBOURNE CIR	PEYTON, CO 80831	DJ
35	29489	106G1307800	3160 CRAIGMONT CIR	COBALT LLC	1685 DUNWOODY DR	TUPELO, MS 38801	DJ
36	29490	106G1300800	3177 SHONDA CIR	KEMA SABE INC	PO BOX 691	TUPELO, MS 38802	DJ

Preliminary Lot Mowing Report for

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
37	29491	106G1313700	3190 MONTCLAIR DR	GREEN BETTY ESTATE	3190 MONTCLAIR DR	TUPELO, MS 38801	DJ
38	29492	106G1302000	3331 SHONDA CIR	TORRENCE SAMUEL C JR ESTATE	3331 SHONDA CIRCLE	TUPELO, MS 38801	DJ
39	29493	106G1310700	3362 CRAIGMONT CIR	DAVIS RONALD R & YOLANDA J	3362 CRAIGMONT	TUPELO, MS 38801	DJ
40	29494	089K3110800	210 W FRANKLIN ST	GRAYSON VALERIA P & HARRY L	716 N CHURCH	TUPELO, MS 38804	MB
41	29495	089K3106600	426 N BROADWAY ST DUPE B	CABRAL MARTIN	1705 SUSANNE CIRCLE	TUPELO, MS 38801	MB
42	29496	089K3109400	432 N SPRING ST	GREEN PARISH AND STANLEY	764 ROSEGATE DR	GASTONIA, NC 28056	MB
43	29497	089K3108300	439 N SPRING ST	GRAYSON DARRELL F & VINCENT B	1006 N MADISON	TUPELO, MS 38804	MB
44	29498	089K3103600	443 N GREEN ST	GREEN STREET LLC	P O BOX 1386	RAYMOND, MS 39154	MB
45	29499	089K3103100	455 N GREEN ST	DAVIS QUINTON & MARCIA	6050 BERMUDA DRIVE	FLEMING ISLAND, FL 32003	MB
46	29500	077D2507500	1407 CLAYTON AVE	RAY SANDRA	1407 CLAYTON AVE	TUPELO, MS 38804	MB
47	29501	077C2505400	1609 JOYNER AVE	BURKHALTER PROPERTY MANAGEMENT LLC	P O BOX 123	STARKVILLE, MS 39760	MB
48	29502	102T0300100	CLIFF GOOKIN BLVD	SINGH NIRBHAI	102 PINEHILL DRIVE	TUPELO, MS 38801	CW

Preliminary Lot Mowing Report for

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
49	29503	078D2702301	1383 GUN CLUB RD	PEARSON ROBERT A JR	P O BOX 3657	TUPELO, MS 38803	CW
50	29504	077N3505400	2602 CONFEDERATE AVE	BURGETT DAVID A & DEBRA D	2602 CONFEDERATE	TUPELO, MS 38801	CW
51	29505	076L2402500	2277 CLAYTON RD	TRIPLE M CONSTRUCTION & REAL ESTATE	5943 PURNELL RD	BELDEN, MS 38826	CW
52							
53							
54							
55							
56							
57							
58							
59							
60							

6/28/19
6.1

**Department of
Development Services**

Memo

To: Tupelo City Council and Mayor

From: Pat Falkner

cc: Don Lewis

Date: June 3, 2019

Re: Study Agenda Item: Request for King City Cycles to place rental bicycles with racks on City property.

• Moved up to
7/2/19 Action
Agenda

• Tabled
7/2/19
(Ad)

Mr. Ethan Nolan has made a request to place bicycles and racks in Downtown Tupelo to rent through a phone app. At least one rack will be in Fairpark and the other locations are to be determined.

King City Cycles

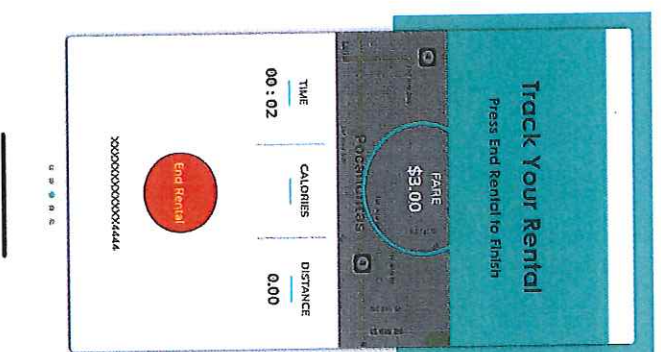


King City Cycles include:

- GPS
- Lock
- Basket
- Adjustable seat
- Front/back breaks
- Air-less tires
- Koloni application
- Unisex design

Rental Process

- User downloads Koloni app and creates account.
- Push a button on the main map screen to show bikes available in your area.
- Select a bike and add a payment option.
- Click the lock icon to unlock bike, then you will be prompted to scan QR code through the app which will unlock the bike.
- The ride is then tracked until user parks and locks bike at a designated rack.
- To end the rental, return bike to one of music note racks and follow instructions to lock bike. There will be a cable on each bike rack that connects through Koloni's lock to secure bike to rack.

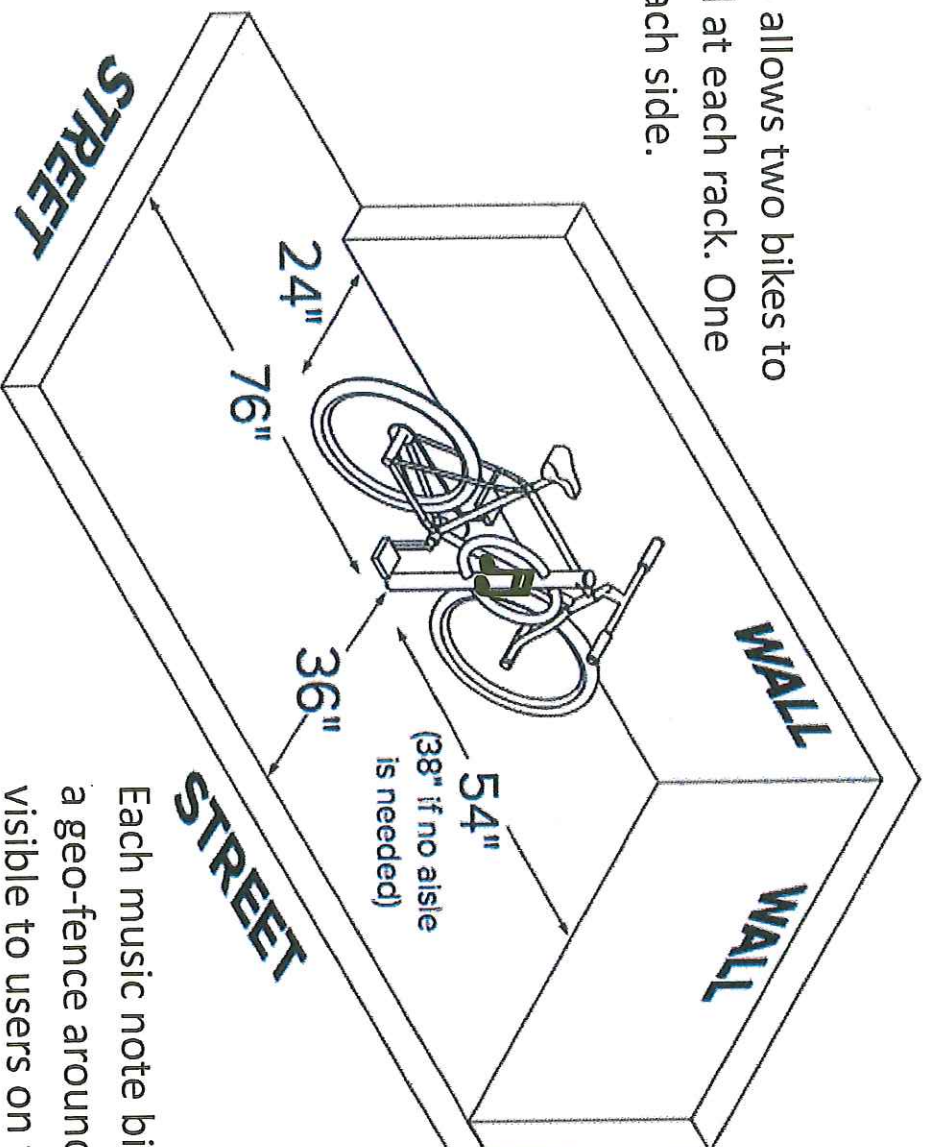


Musical Icon Rack



Icon Hitch

Icon hitch allows two bikes to be parked at each rack. One bike on each side.



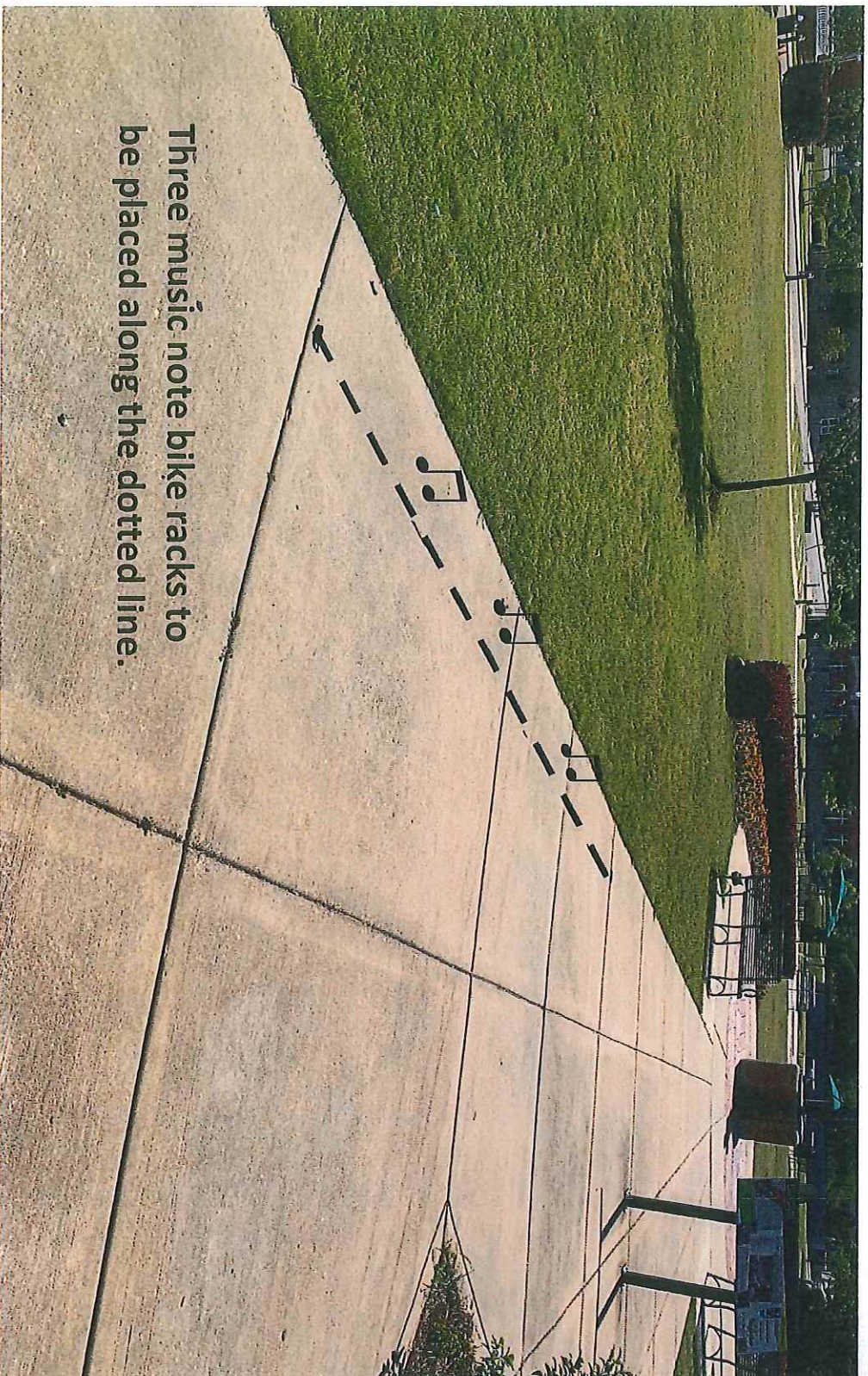
Each music note bike rack will have a geo-fence around it that will be visible to users on the app, informing them of all KCC bike rack locations.

Location #1



Bikes will be parked parallel to grass.

Fairpark



Three music note bike racks to be placed along the dotted line.

Location #2



Location #2

S. Commerce Street

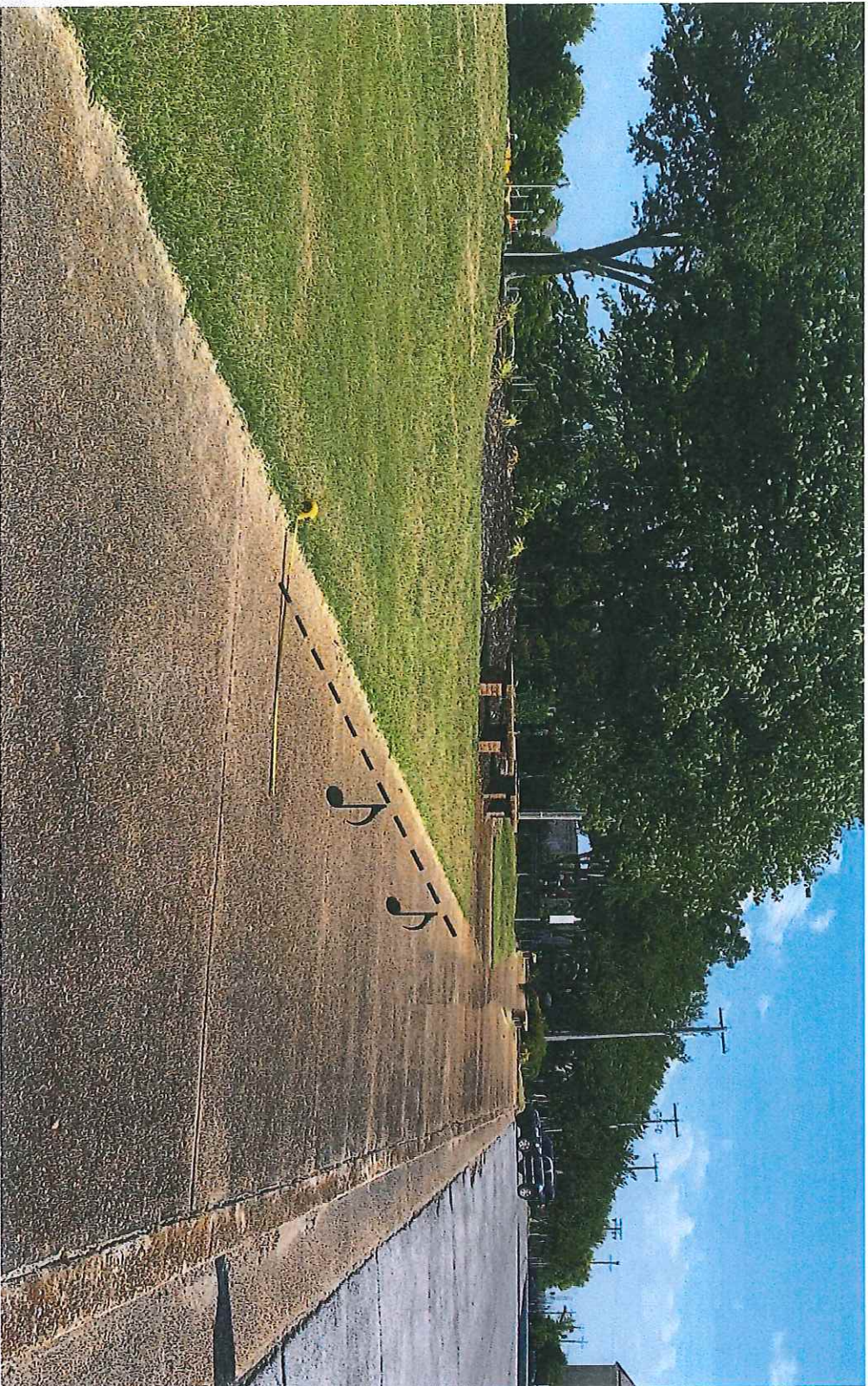


I propose to put 1-2 racks at this location.

Location #3



Location #3



S Front Street

I would like to put 1-2 bike racks here.

Location #4



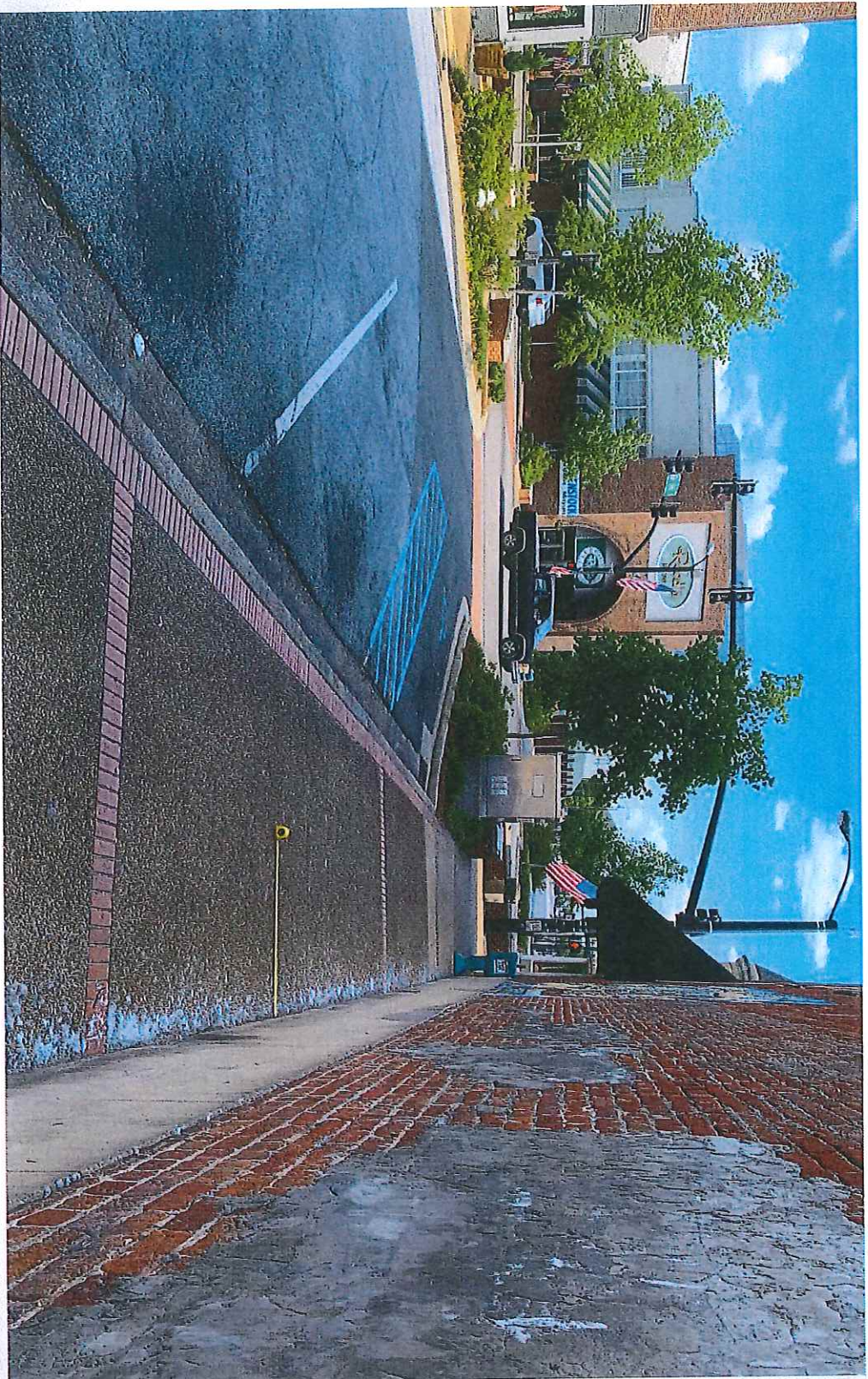
Location #4



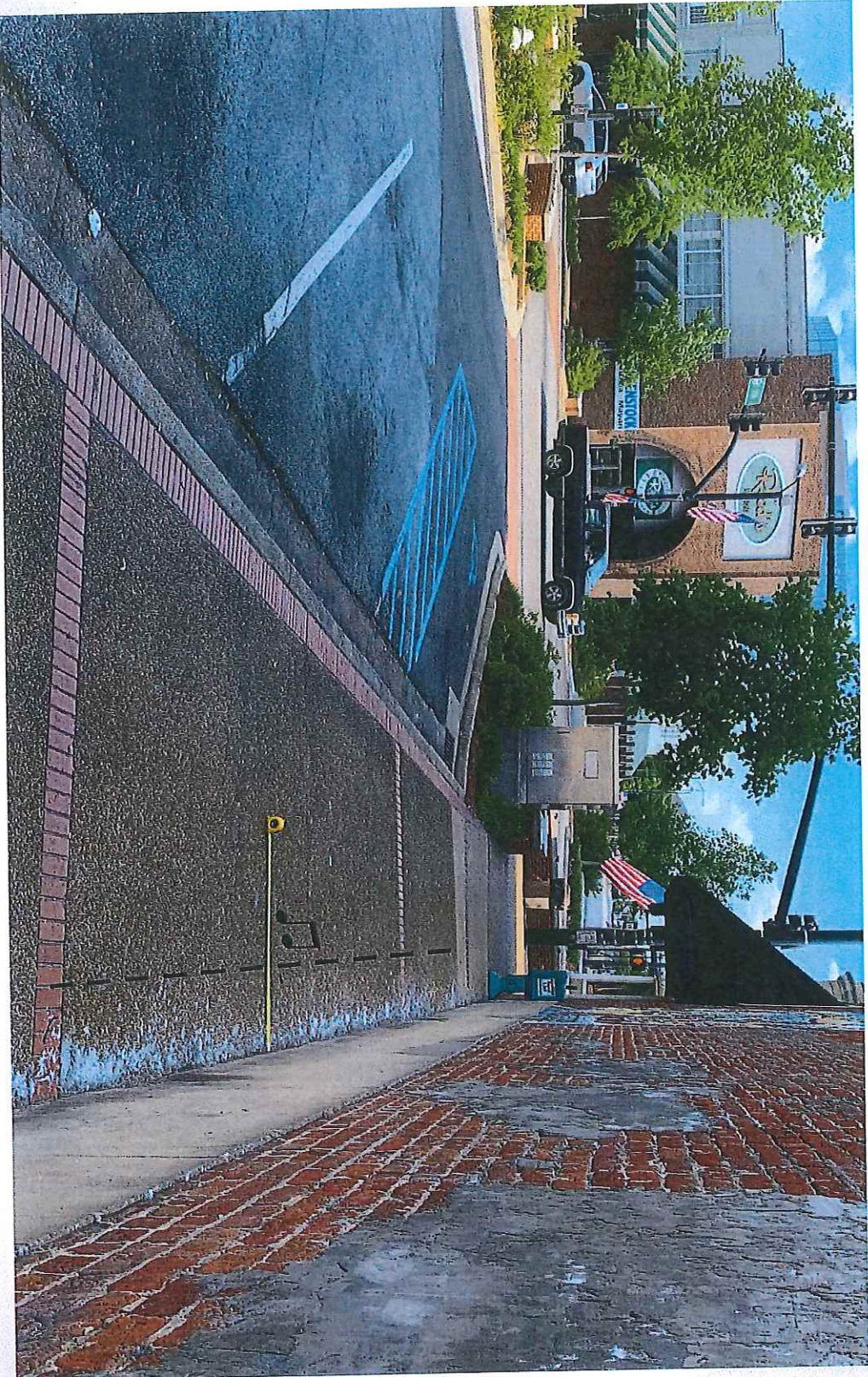
N Spring Street

I would like to put 1-2 bike racks here.

Location #5



Location #5



N Spring Street

I would like to put 1-2 bike racks here.

MEMO

TO: Mayor, City Council members

FROM: Pat Falkner

DATE: July 2, 2019

RE: Action agenda item: Planning Committee recommendation of rezoning on North Veterans Boulevard
The Planning Committee voted at their June 3 meeting to recommend approval of changing the zoning of parcel 085U-21-008-00 and part of parcel 085U-21-007-02, on North Veterans Boulevard, from Low Density Residential to Mixed Use Commercial Corridor.

The ordinance amending the zoning map is attached.

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

Case Nos. RZ19-02 and RZ 19-03

Parcel #: 085U-21-008-00 and part of Parcel 085U-21-007-02

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

WHEREAS, the request was reviewed by the Tupelo Planning Committee which reviewed and considered information regarding the rezoning and conducted a public hearing with notice sent to the surrounding property owners, at the Planning Committee's regularly scheduled meeting on Monday, June 3, 2019. The Planning Committee recommended approval of the proposed zoning change; and,

WHEREAS, the Tupelo City Council conducted a public hearing, with notice published in the Northeast Mississippi Daily Journal, at its regularly scheduled meeting on Tuesday, July 16, 2019, to review and consider recommendations proposed by the Tupelo Planning Committee concerning the proposed zoning change at which time no sufficient protest was received; and,

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

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

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

1. The prefatory sentences, as findings of the City Council are hereby incorporated herein.
2. The portions of the following described property which are currently zoned Low Density Residential, are hereby amended to be zoned Mixed Use Commercial Corridor:

A parcel of land containing 1.40 acres located in the North Half of the N/W ¼ of Section 21, Township 9 South, Range 6 East, Lee County, Mississippi and being more particularly described as follows:

Beginning at a 1 inch iron bar (N:1,742,624.83, E:1,031,710.65) in the westerly right-of-way of County Road 811, said bar being 89.69 West of a PK Nail found and accepted as the S/E Corner of the North Half of the N/W ¼ of said Section 21; then run North 89 degrees 37 minutes 54 seconds West for a distance of 299.37 feet to a ½" iron bar; then run North 00 degrees 04 minutes 24 seconds West for a distance of 189.78 feet to ½" iron bar; then run North 89 degrees 58 minutes 49 seconds East for a distance of 330.86 feet to an iron bar set in the westerly right-of-way of County Road 811; then run along said right-of-way South 00 degrees 56 minutes 37 seconds West for a distance of 44.76; then continuing along said right-of-way South 01 degrees 06 minutes 42 seconds East for a distance of 15.10; then continuing along said right-of-way South 13 degrees 07 minutes 26 seconds West for a distance of 135.70 feet to the POINT OF BEGINNING. All bearings are referenced to U.S. State Plane NAD 83 Mississippi East Zone (2301). The Convergence Angle (00°05'19") and Combined Scale Factor (0.99995258) and was determined at the POINT OF BEGINNING.

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

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

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

Whereupon, the ordinance having received a majority of affirmative votes, the President
of the Council declared that the Ordinance had been passed and adopted on this the 16th
day of July, 2019.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Nettie Davis, President

ATTEST:

AMANDA DANIEL, Clerk of the Council

APPROVED:

Jason L. Shelton, Mayor

DATE:
July 16, 2018



City of Tupelo

Jason L. Shelton
Mayor

EXECUTIVE ORDER 19-02

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

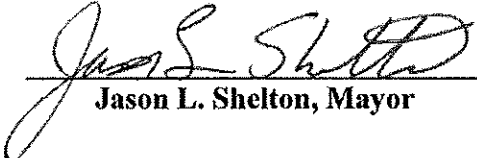
APPOINTMENT OF ACTING MAYOR

Pursuant to Mississippi Code Annotated Section 21-8-19, I, Jason L. Shelton, hereby nominate and appoint members of the Tupelo City Council to serve as acting Mayor of the City of Tupelo as follows:

Markel Whittington:	From Sunday, July 28, 2019 at 7 a.m. until Wednesday, July 31, 2019 at 7 a.m.
Lynn Bryan:	From Wednesday, July 31, 2019 at 7 a.m. until Sunday, August 4, 2019 at 7 a.m.
Travis Beard:	From Sunday, August 4, 2019 at 7 a.m. until Wednesday, August 7, 2019 at 7 a.m.
Nettie Y. Davis:	From Wednesday, August 7, 2019 at 7 a.m. until Saturday, August 10, 2019 at 7 a.m.
Buddy Palmer:	From Saturday, August 10, 2019 at 7 a.m. until Tuesday, August 13, 2019 at 7 a.m.
Mike Bryan:	From Tuesday, August 13, 2019 at 7 a.m. until Friday, August 16, 2019 at 7 a.m.
Willie Jennings:	From Friday, August 16, 2019 at 7 a.m. until Monday, August 19, 2019 at 2:30 p.m.

Additionally, in accordance with previously issued Executive Orders, and pursuant to Chapter 9 of the Code of Ordinances of Tupelo, Mississippi, I hereby appoint Chief Operations Officer Donald W. Lewis to continue as the authorized agent for the City of Tupelo in the event of an emergency during this time.

Respectfully executed on this the 8th day of July, 2019.


Jason L. Shelton, Mayor


Kim Hanna, City Clerk

7.4

Amanda Daniel

From: Don Lewis
Sent: Tuesday, July 02, 2019 4:26 PM
To: 'Bill ALLEN/Jet' (williamrjallen@bellsouth.net); Bart Aguirre; Allan Gilbert; Amanda Daniel
Subject: FW: Message from "RNP002673958FBA"
Attachments: 20190702161428649.pdf

Amanda,
Attached is a resume of Willie Stegall. The Mayor would like to appoint him to the Police Advisory Board . Will you place on the next agenda?

Bill/Chief
Please add him to your email list.

Thank You
Happy July 4th

-----Original Message-----

From: Scan
Sent: Tuesday, July 2, 2019 3:14 PM
To: Don Lewis <Don.Lewis@tupeloms.gov>
Subject: Message from "RNP002673958FBA"

This E-mail was sent from "RNP002673958FBA" (MP C5503).

Scan Date: 07.02.2019 16:14:28 (-0400)
Queries to: scan@tupeloms.gov

Winnie Stegall

Tupelo, MS
mstegall2010@hotmail.com
(662) 871-2949

I am looking for a position that will allow me to utilize my present skills and develop more effective abilities. I am also desiring opportunities for advancement.

Authorized to work in the US for any employer

Work Experience

Youth Care Specialist

Harden House, Boys Home - Fulton, MS
October 2018 to Present

1. Drive them places.
2. Get them up for school.
3. Give them their medication.
4. Take care of them. Teach them life skills, how to take care of themselves.
5. Help them deal with different types of life experiences.

Relief Resident Monitor and transporter for full time workers.

Dismas Charities, Halfway House - Tupelo, MS
June 2018 to Present

Resident Monitor, have to know where all the residents are at all times. I also transport them work.

Hub manager/dispatcher, Coordinator, Hub driver, Delivery Driver

O'Reilly Auto Parts - Tupelo, MS
April 2014 to Present

Hub manager, coordinator, dispatcher I fill orders from other O'Reilly Stores. I'm responsible for get the trucks loaded with the correct parts and departing on time. I have five drivers and an assistant. assign drivers to routes and make out the work schedule. I order parts from the warehouse for other stores and bill them to that store. All routes are on a time schedule, so I have to make sure all truck leave out on time and return on time. Keep paperwork on every part that leaves our store, where they were dropped off, and who drove the route. I have to make sure if my drivers pick up any parts the paperwork must be completed because, I have to keep track of those parts also. If a part is lost have to track it down and get it to its correct destination. Make sure the trucks get serviced. Discipline drivers when have to.

cook

Smithville School - Smithville, MS
August 2010 to February 2013

- * Prepared/served breakfast and lunch for approx. 500 students
- * Provided support to frontline servers
- * Maintained cafeteria garbage disposal

- * Maintained overall cleanliness of cafeteria and kitchen area

Head Minister

West Point Church of Christ - West Point, MS

July 2007 to August 2009

- * Conducted religious worship services Sunday mornings and afternoons
- * Provided Bible Study education on Wednesday nights
- * Facilitated business meetings
- * Maintained church facilities and grounds
- * Provided religious counseling services to members
- * Structured organizations and services in the church and community

Produce

Walmart - Amory, MS

February 2000 to May 2000

Produce,

Set up area every morning,

Rotated and filled produce on the floor,

Stocked cooler,

Pricing in computer

Chipper Operator

American Cellulose, Chip Mill - Fulton, MS

May 1992 to February 2000

Chipper Operator,

Heavy Equipment Operator,

Loaded Barges,

Deck Hand,

Pulled Samples,

Maintenance

sales agent

Combined Insurance - Tupelo, MS

November 1994 to March 1995

Sold accident and medical insurance door to door, collected premiums, kept up with the paid policies and money till the end of the week.

Education

Bachelors of Arts in Religion

Magnolia Bible College - Kosciusko, MS

2000 to 2006

Skills

CPR Certified, Management, Microsoft Office, training

Certifications/Licenses

Class D License

August 2018 to August 2022

Commercial Drivers License

Driver's License

Additional Information

I am part of an mentoring group.

I have been a minister for almost twenty years.

I volunteered at a nursing home for three years.

I volunteered at an Elementary School for two years.

I volunteered for clean up after a tornado.

I was an Associate Minister at two churches where I headed programs and taught classes.

I consoled families during the death of loved ones.

I am mechanically minded. I have some experience in automotive.

7.6

City Of Tupelo Requisition Form
Intergovernmental Public Safety Wireless
Radio Communication and Related Computer
Equipment Program Funds
Payment Request No. 10

Department of Public Safety
Office of the Comptroller
P.O. Box 958
Jackson, MS 39205

The undersigned, acting for and on behalf of the City Of Tupelo, Mississippi hereby request payment be made from amounts held on deposit in the Department of Public Safety clearing funds for and on behalf of the City Of Tupelo pursuant to Chapter 569, House Bill Number 469, Mississippi Legislature, 2001 Regular Session effective July 1, 2001.

Amount of Payment \$ 48,166.00

Purpose of Payment: To purchase 17 eCitation machines with printers for the Tupelo Police Department. The attached quotes include all cost (hardware and software.)

(These funds will be used in accordance with House Bill Number 469)

Date: July 16, 2019

Signature: _____
Title: Mayor, City of Tupelo



Sales Quotation For

Tupelo Police Dept.
400 N Front St. ATTN: David King
Tupelo, MS 38804
Phone: +1 (662) 841-6516

Quoted By: James Mulvey
Quote Expiration: 1/4/2020
Quote Name: City of Tupelo - 25 Additional TC-70X - BZ
Quote Number: 2019-88971
Quote Description:

Professional Services			
Description	Quantity	Unit Price	Extended Price
Set-Up & Configuration for hardware platform - HANDHELD	1	\$2,500	\$2,500

TOTAL:

Third Party Hardware, Software and Services			
Description	Quantity	Unit Price	Extended Price
CRD-TC7X-SE5EU1-01 / Zebra EVM, TC7X, 5 Bay Ethernet Cradle	1	\$472	\$472
CBL-DC-382A1-01 / Zebra EVM, TC7X, MC67, US DC Line Cord, Multi-Slot	1	\$19	\$19
CRD	1	\$67	\$67
PWR-BGA12V108W0WW / Zebra EVM, TC7X, Power Supply, Multi-Slot CRD	17	\$67	\$1,139
P1063406-032 / Zebra, ZQ500, Battery Eliminator Dummy Battery	17	\$96	\$1,632
P1050667-042 / Zebra, ZQ500, Battery Eliminator power supply-Open Ended	17	\$97	\$1,649
P1063406-062 / Zebra, ZQ500, Vehicle Cradle	17	\$596	\$10,132
ZQ52-AUE0000-00 / Zebra, Printer, ZQ520	17	\$505	\$8,585
Z1AE-TC70XX-5C00 / Zebra EVM, Warranty, TC70, 5 year	1	\$10	\$10
23844-00-00R / Zebra EVM, US AC Line Cord, grounded	17	\$1,163	\$19,771
TC700K-0MB22B0-US / Zebra EVM, TC70X, w/GMS	10	\$138	\$1,380
CRD-TC7X-CVCD1-01 / Zebra EVM, TC75, Vehicle Cradle-charge only	10	\$81	\$810
CHG-AUTO-HWIRE1-01 / Zebra EVM, TC7X, Vehicle Power Cable for Vehicle Cradle	10		
TOTAL:			\$45,666

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$2,500	\$0
Total Third Party Hardware, Software and Services	\$45,666	\$0
Summary Total	\$48,166	\$0

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held

for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document.
- Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

7.7

Memo

To: Distinguished Members of the City Council
Honorable Mayor Jason Shelton

From: Terri Blissard, Grant Administrator JB

Date: July 8, 2019

Re: Assurances Relating to Real Property Acquisition for NRCS / EWP Project

The City of Tupelo has received preliminary approval for grant funding from the Natural Resources Conservation Service's Emergency Watershed Protection Program for drainage improvements necessitated by February's excessive rainfall, which caused flooding resulting in significant erosion along King's Creek near South Industrial Road.

The cost for the project is estimated by Cook Coggin to be \$100,575, including design, engineering, construction, environmental assistance, and contingencies. (Please see the attached estimate for details.) NRCS will provide up to \$65,051.25 toward this cost.

We anticipate that easements will have to be obtained prior to work commencing on the project, and NRCS has consequently requested that we submit the attached assurances relating to real property acquisition prior to issuance of the formal grant contract. Therefore, I would like to ask your approval of the attached document.

CCE 9-00009-20Y

KINGS CREEK STABILIZATION AT DANVERS

Opinion of Probable Cost

Item No.	Item Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1	L.S.	\$5,000.00	\$5,000.00
2	Traffic Control	1	L.S.	\$5,000.00	\$5,000.00
3	Clearing & Grubbing	1	L.S.	\$7,500.00	\$7,500.00
4	Unclassified Excavation	250	CuYd	\$12.00	\$3,000.00
5	Borrow Excavation	500	CuYd	\$20.00	\$10,000.00
6	Geotextile Fabric	550	SqYd	\$5.00	\$2,750.00
7	Stone Riprap (300#)	325	Ton	\$40.00	\$13,000.00
8	Grout for Stone Riprap	90	CuYd	\$200.00	\$18,000.00
9	Turbidity Curtain	200	LinFt	\$30.00	\$6,000.00
10	Solid Sodding	200	SqYd	\$5.00	\$1,000.00
	Estimated Total Construction Cost				\$71,250.00
	Contingencies				7,125.00
	Subtotal				\$78,375.00
	Design Engineering				\$ 9,600.00
	Construction Engineering				\$ 7,600.00
	Environmental Assistance				\$ 5,000.00
	Estimated Total Project Cost				\$100,575.00

ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

-
- A. PURPOSE — This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.
-

- B. PROJECT MEASURES COVERED —

Name of project South Industrial Road EWP Project

Identity of improvement or development DSR Number 28-01-19-5282-107

Location South Industrial Road, Tupelo, MS

- C. REAL PROPERTY ACQUISITION ASSURANCE —

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; *and* this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

- D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS —

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

City of Tupelo	This action authorized	_____ of the City Council of
_____	at an official meeting	_____
(Name of Sponsor)	Tupelo, Mississippi,	_____ on the 16th
By: _____	_____	_____
Title: Mayor	day of July	_____, 20 19 ,
Date: 7/16/19	at the Tupelo City Hall.	_____
	State of Mississippi	_____
	Attest: _____	
	(Name)	
	Amanda Daniel, Clerk of the Council	
	(Title)	

7.8

Memo

To: Distinguished Members of the City Council
Honorable Mayor Jason Shelton

From: Terri Blissard, Grant Administrator JB

Date: July 8, 2019

Re: Approval of MBE / WBE Resolution (re: ARC Grant for the HIVE)

Please find attached for your approval a resolution establishing goals for participation of minority-owned and women-owned business enterprises in the ARC-funded portion of the HIVE industrial project.

This is a standard resolution required for all ARC projects administered by the Mississippi Development Authority, and while similar resolutions have been approved in prior years, each new ARC project requires reaffirmation of the resolution.

RESOLUTION

CITY OF TUPELO, Mississippi

MINORITY/WOMEN BUSINESS ENTERPRISES POLICY

The City of Tupelo will encourage the promotion and participation of Minority/Women Business Enterprises (MBE/WBE) in every aspect of its ARC projects. The City does hereby adopt the following requirements as a part of their MBE/WBE program goals: Public Law 95-507, Executive Order 11625, Executive Order 12432 (MBE), Executive Order 12138 (WBE), and the Mississippi Minority Business Enterprise Act of 1988.

The City further agrees to the following actions:

- A. Use the current Mississippi Minority Directory, a local minority directory developed by Three Rivers Planning and Development District, and other available lists as the City's local MBE/WBE Directory.
- B. Contact at least two minority/women-owned businesses by certified mail in an effort to solicit proposals or bids for ARC activities.
- C. Maintain records to document the extent of MBE/WBE contracting and sub-contracting. The City will submit semi-annual contract and subcontract activity reports to the Community Services Division of the Mississippi Development Authority in a timely manner.

The City hereby reaffirms the foregoing MBE/WBE Policy on this the 16th day of July 2019.

Jason Shelton, Mayor
City of Tupelo

ATTEST:

Amanda Daniel, Council Clerk



Memo

To: Distinguished Members of the City Council
Honorable Mayor Jason Shelton

From: Terri Blissard, Grant Administrator JB

Date: July 8, 2019

Re: Code of Standards of Conduct (re: ARC Grant for the HIVE)

Attached for your approval is a resolution outlining expected standards of conduct for local units of government engaging in contracts which involve federal funding. Approval of this resolution is a requirement for all government entities utilizing ARC funds administered through the Mississippi Development Authority.

Similar resolutions have previously been approved by the Council, but each new grant award requires reaffirmation of the resolution by the recipient entity's governing board. This particular reaffirmation is related to the ARC grant awarded for the HIVE industrial project.

RESOLUTION
City of Tupelo, Mississippi

CODE OF STANDARDS OF CONDUCT

On this the 16th day of July, 2019, the above named recipient of federal funds does hereby resolve to comply with regulations set forth in 2 CFR 200.318(c)(1) and Section 25-4-105 of the Mississippi Code of 1972, as amended. The Code of Standards of Conduct provides that:

No employee, officer, or agent of the recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to recipient's agreements. In resolving to comply with the above stated requirements, we hereby agree to the State of Mississippi's enforcement of the provisions of disciplinary actions prescribed in Section 25-4-109 and 25-4-111 of the Mississippi Code of 1972, as amended, should any of these standards be violated by the recipient's officers, employees, or agents, or by contractors or subcontractors or their agents.

Be it further resolved that City of Tupelo, Mississippi, shall comply with the applicable requirements set forth in OMB 2 CFR Part 200 and all relevant CSD Policies and Procedures.

The above Resolution was officially adopted and duly recorded in the minutes of the before mentioned recipient.

Jason Shelton, Mayor

Witness

7.10

Memo

To: Distinguished Members of the City Council
Honorable Mayor Jason Shelton

From: Terri Blissard JB

Date: July 8, 2019

Re: Approval of Three Rivers ARC Administration Contract for the HIVE Project

Please find attached for your approval a contract from Three Rivers Planning & Development District for administration services for the HIVE ARC project.

ARC projects are managed by local planning and development districts for a standard fee determined by MDA guidelines. The fee, \$6,000, is paid solely with grant funds.

Because the City is considered the grantee for the HIVE ARC grant, the Three Rivers administration contract must be approved by the City Council.

Please let me know if you have any questions.

CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

CITY OF TUPELO, MISSISSIPPI

AND

THREE RIVERS PLANNING AND DEVELOPMENT DISTRICT, INC.

This contract is made and entered into by and between **City of Tupelo, Mississippi**, hereinafter known as **Grantee**, and **Three Rivers Planning and Development District, Inc.**, hereinafter known as **District**, for certain professional services as more fully hereinafter set forth.

Grantee desires to engage the District to render certain professional services in connection with the **Appalachian Regional Commission grant #MS-19526-302-19**, said services being more fully set forth in Section I of this Contract.

I. SCOPE OF SERVICES

The Grantee engages the District to provide such services as described in Appendices A and B entitled "Scope of Services", which are attached hereto.

II. PERIOD OF PERFORMANCE

The District shall diligently undertake the performance of services referred to in Section I entitled "Scope of Services" until the grant is officially closed out.

III. CONSIDERATION

The Consideration that shall be paid by Grantee to District for rendering of professional services, as set forth herein, shall be as follows:

A sum not to exceed six thousand dollars (\$6,000.00) payable only from the Appalachian Regional Commission grant funds approved for the Grantee.

IV. METHOD OF PAYMENT

The Consideration enumerated in Section III of this Contract entitled "Consideration" shall be paid to the District by the Grantee in accordance with Appendix C, provided District has satisfactorily provided the services so described in Section I.

V. TERMINATION OF CONTRACT

This Contract shall terminate upon completion of the services described in Section I entitled "Scope of Services" and upon payment in full for the same by Grantee as provided for in Section III entitled "Consideration".

VI. UNILATERAL TERMINATION

If, through any cause, the District shall fail to fulfill in timely and proper manner, its obligations under this Contract, or if the District shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the District of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, all finished documents, data, and reports prepared by the District under this Contract shall, at the option of the Grantee, become the Grantee's property and the District shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The District shall have the right to reproduce any of such documents and other materials.

Notwithstanding the above, the District shall not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any breach of agreement by the District, and the Grantee may withhold payments to the District for the purpose of setoff until such time as the exact amount of damages due the Grantee from the District is determined.

VII. CHANGES

Any changes in the scope of services of the District to be performed hereunder, including any increase or decrease in the amount of the District's compensation and any change in the period of performance or any time limitation for submission of any required reports which are mutually agreed upon between the Grantee and District, shall be incorporated in written amendments to this Contract.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

A. The District will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The District shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. Such actions shall include but not be limited to the following: rates of pay, employment, upgrading, demotions, transfers, recruitment or recruitment advertising, layoffs or terminations, selection for training (including apprenticeship), and participation in recreational and educational activities. The District agrees to

post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The District will in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin. The District will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- B. The District shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the U.S. Department of Housing and Urban Development may require.
- C. The District agrees to comply with such rules, regulations, or guidelines as the U.S. Department of Housing and Urban Development may issue to implement these requirements.

IX. CONFIDENTIALITY

Any reports, information, data, etc. given to or prepared or assembled by the District under this contract shall not be made available to any individual or organization by the Grantee without the prior written approval of the District.

X. PROFESSIONAL COMPETENCE

The District certifies that the professional staff assigned to perform the services identified in Section I, "Scope of Services", of this Contract collectively possess adequate professional proficiency for performing the work required.

XI. CONFLICT OF INTEREST

The District covenants that during the period to be covered by this Contract, the District shall have no interest directly or indirectly with respect to the Grantee that creates a conflict of interest. The District further covenants that in the performance of this Contract no person having such interest shall be employed. No member, officer, or employee of the District and no other public official who exercises any responsibilities or functions with respect to the Appalachian Regional Commission Grant or this Contract during the tenure of this contract for one year thereafter shall have any direct or indirect interest in this Contract or the proceeds thereof. No member or delegate to the Congress of the United States shall be admitted to any share or part of the Contract or to any benefit that may arise therefrom.

XII. RETENTION OF RECORDS

For a period of three years after final payment under this Contract, the District shall make all work papers, records, and other evidence of audit available to the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or other authorized parties. All authorized parties who are entitled to accession to these records shall also be entitled to reproduce any or all of such documents at their expense for which provision shall be made at the time the need for reproduction arises.

XIII. RIGHT TO AUDIT

The District shall keep and maintain books, records, and other documents relating directly to the receipt and disbursement of such grant funds. Any duly authorized representative of the Mississippi Development Authority, Community Services Division, the U.S. Department of Housing and Urban Development (HUD), and/or the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the District until the completion of all closeout procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

XIV. ACCESS TO PROJECT

The District agrees that any duly authorized representative of the Mississippi Development Authority, Community Services Division, the U.S. Department of Housing and Urban Development (HUD), and/or the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which the District is involved until the completion of all closeout procedures respecting this grant.

XV. ANTI-KICKBACK RULES

The District shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all other contracts or subcontracts covering work under this Contract to ensure compliance with such regulations.

XVI. COMPLIANCE WITH STATE AND LOCAL LAWS

The District agrees to comply with all applicable laws, ordinances, or codes of the State of Mississippi or the City of Tupelo in performing any of the work embraced by this contract.

XVII. EFFECTIVE DATE

The effective date of this contract shall be February 1, 2019.

If any part of this Contract shall be judged invalid or void, then and in that event only, that part of the Contract shall fail and the remaining provisions shall remain in full force and effect.

WITNESS OUR HANDS, this the 16th day of July, 2019.

CITY OF TUPELO

Jason Shelton
Mayor

ATTEST:

Amanda Daniel
Council Clerk

THREE RIVERS PLANNING AND
DEVELOPMENT DISTRICT, INC.

Vernon R. Kelley, III
Executive Director

ATTEST:

Jenny Savely
Project Manager

APPENDIX A

SCOPE OF SERVICES – DISTRICT

I. Administration/Management Services

The District shall provide services to include the following:

- Preparation of the application for submission to the Mississippi Development Authority
- Preparation of environmental review record and obtaining release of funds
- Establishing and maintaining a project record system for project with a duplicate set of records for Grantee
- Advising Grantee of state and federal requirements on procurement of professional services and contracting procedures
- Ensuring federal labor standards and laws are met
- Assisting the Grantee with state monitoring visits
- Preparation of required reports and requests for cash
- Advising on payment of bills
- Requesting budget modifications when necessary
- Preparing project closeout documents
- Providing overall program advisory assistance

APPENDIX B

SCOPE OF SERVICES – GRANTEE

The Grantee shall provide the following services in the implementation of the Appalachian Regional Commission Grant project.

- Provide individual(s) who will be responsible for general on-site administration required for day-to-day operations.
- Provide a bookkeeper who will maintain a complete set of books on the above described program.
- Keep a duplicate set of files to the District on every transaction, housing activity, or other work activity related to this program.
- Contract for other services not described in Appendices A and B (The District will not be responsible for advising the Grantee in proper advertising and selection procedures.) These other services may include such activities as:
 - ◆ Engineer and/or Architect
 - ◆ Legal Services
 - ◆ Audit
 - ◆ Construction
 - ◆ Demolition and Clearance Activities
 - ◆ Appraisals
 - ◆ Inspections (Rehabilitation Projects)

APPENDIX C

The Grantee shall pay the District, not to exceed the sum of six thousand dollars (\$6,000.00) payable only from the Mississippi Appalachian Regional Commission Grant funds approved for the Grantee for the satisfactory provision of services described in Appendix A, "Scope of Services". The District shall present invoices to the Grantee for administrative services commensurate with progress on the project (e.g., grant award; receipt of environmental clearance; quarterly during construction; and upon submission of project closeout package). Payment to the District shall be forthcoming upon invoice presentation within three days of the Grantee's receipt of cash requested from the State of Mississippi Appalachian Regional Commission Grant Program.

7.11

Memo

To: Distinguished Members of the City Council
Honorable Mayor Jason Shelton

From: Terri Blissard, Grant Administrator JB

Date: July 8, 2019

Re: Request to Surplus Items and Transfer to the Lee County Sheriff's Office

The law enforcement equipment described below was purchased under the 2018 Justice Assistance Grant (JAG) program, which benefits law enforcement agencies.

Per the terms of the JAG interlocal agreement approved by both the Tupelo City Council and the Lee County Board of Supervisors on August 7, 2018, JAG funding is divided equally between the Tupelo Police Department and the Lee County Sheriff's Office, with the City serving as the fiscal agent for both. As such, the City purchased certain approved equipment on behalf of the Sheriff's Office as well as the Police Department.

Now that all purchasing under JAG has been completed, I would like to request your approval to surplus and transfer the equipment listed below to the Sheriff's Office. This action will fulfill our grant-related obligations and allow for closeout of the grant.

<u>ITEM</u>	<u>SERIAL #</u>	<u>COST</u>
OKI C332dn Color Printer	SAK88020660BO	\$154.00
TASER X26P Police Stun Gun w/ Targeting Laser	X1200C0TC	\$879.00
TASER X26P Police Stun Gun w/ Targeting Laser	X1200ADRD	\$879.00
TASER X26P Police Stun Gun w/ Targeting Laser	X12009XMC	\$879.00
TASER X26P Police Stun Gun w/ Targeting Laser	X1200C0T6	\$879.00
TASER X26P Police Stun Gun w/ Targeting Laser	X120086HR	\$879.00
TASER X26P Police Stun Gun w/ Targeting Laser	X1200C0TX	\$879.00
TASER X26P Police Stun Gun w /Targeting Laser	X1200C0TK	\$879.00
TASER X26P Police Stun Gun w /Targeting Laser	X12009XMT	\$879.00

7.12

MEMO

TO: Mayor, City Council members
FROM: Pat Falkner
DATE: July 2, 2019
RE: Routine agenda item: Review/accept minutes of July 1, 2019 Planning Committee meeting.

Attached are the minutes of the July 1 Planning Committee meeting.

The action taken was as follows:

FLEXVAR19-07 Variance application from Hamp Hughes to allow construction of carport to side property line rather than required five foot setback.

Approved

TUPELO PLANNING COMMITTEE

July 1, 2019

CALL TO ORDER

Chairman Mack-Arthur Turner Jr. called the meeting to order. Other members present were Mr. Bill Smith, Mr. Scott Davis, Mr. Gus Hildenbrand, Mrs. Patti Thompson, Mr. Ted Moll, and Leslie Mart. Mr. Smith provided the invocation and Mrs. Thompson led the Pledge of Allegiance. Staff present were Pat Falkner and Marilyn Vail of the Development Services Department.

APPROVAL OF MINUTES

Mrs. Thompson made a motion to approve the minutes of the June 3 meeting. The motion was seconded by Mr. Smith and approved by unanimous vote.

REPORT OF COUNCIL ACTION

Mr. Falkner reported that the council had accepted the June minutes and that the rezoning would be voted on at their July 16 meeting.

NEW BUSINESS

FLEXVAR 19-07: Application from Hamp Hughes to allow expansion of carport at 1104 Belledeer Drive to property line rather than the required five foot setback.

Mr. Hughes spoke on the application, saying that the house had originally had a single carport on the south side, which had been taken in as a room. He now wants to convert that space back to a carport and add a second carport next to it.

Mr. Hildenbrand asked if the structure would have brick walls. Mr. Hughes said that it would have brick columns and a wall at the back, but otherwise would be open.

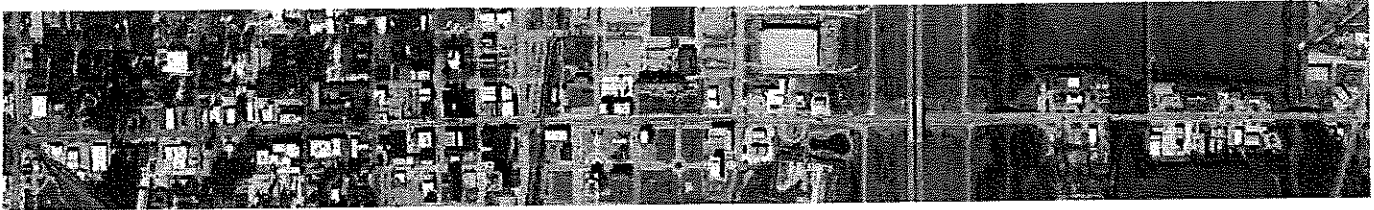
Mr. Moll asked if the structure would extend all the way to the property line. Mr. Hughes said that it would, and that there is an existing two foot wall along the line now.

Mr. Davis asked if he had discussed the request with the neighbor on that side. Mr. Hughes answered that he had and that no objection was offered.

Mrs. Ann Monaghan, 1102 Belledeer Drive, spoke, saying she was the adjoining owner on that side and that she had no objection. She pointed out that the brick wall was centered on the property line and also said that the carport would reduce the visibility between the houses.

Mr. Turner asked if the addition would affect the light in her sunroom. Mrs. Monaghan said that it would not, the sunroom gets its light from the front and rear. She also noted that the slope of the roof would prevent water from affecting her property.

7.13



Tupelo Major Thoroughfare Program Minutes June 10, 2019

Members present: Bill Cleveland, Scott Davis, C W Jackson, Stuart Johnson, Ernie Joyner, Charlotte Loden, Ian Morrison, Mike Pettigrew, Greg Pirkle, Danny Riley, Ted Roach, Drew Robertson, and Brent Waldrop

Members not present: Chris Hussey, Aletha Mims, Jamie Osbirn, and Wesley Webb

Others present: Mayor Jason Shelton, Caleb Bedillion, Dennis Bonds, Mike Bryan, Doyce Deas, Kim Hanna, Don Lewis, Ben Logan, Dinetia Newman, Jim Newman, Renee Newton, Buddy Palmer, Johnny Timmons, Kay Trapp, Mark Weeden, and John White

Greg Pirkle called meeting to order.

Renee Newton took roll.

Chairman Pirkle asked the Committee to review and approve the minutes of the May 13, 2019, Major Thoroughfare Program regular meeting and the minutes of the May 30, 2019, Special Call meeting. Motion made by Bill Cleveland to approve minutes. Motion seconded by Danny Riley. Both sets of minutes were approved unanimously.

Dennis Bonds gave updates on the current projects.

COLEY ROAD/MCCULLOUGH BLVD INTERSECTION IMPROVEMENTS & COLEY/JACKSON EXTENDED IMPROVEMENTS

Coley/Jackson intersection improvements have been completed, except for striping.

Coley/McCullough - Milling to be done this Wednesday. Paving planned for Friday. Concrete flume and striping to follow as weather permits.

EAST MAIN STREET (GREEN STREET TO VETERANS)

Received approval from MDOT to submit Final Estimate package.

EASON BLVD TURN LANE @ HWY 45

New signals are in operation and contractor has performed final cleanup in preparation for installation of traffic stripe. Striping is scheduled for this week. A final inspection will be conducted once striping is complete.

JACKSON STREET (CLAYTON TO ROBINS)

Awaiting outcome of public hearing set for June 17, 2019.

LUMPKIN INTERSECTION RELOCATE

Bids have been approved by City Council. Notice to Proceed will be issued as soon as contracts have been approved. This is scheduled as a 120 day project.

MDOT NORTH GLOSTER / BARNES CROSSING PROJECT

Construction continuing as weather permits.

INACTIVE PROJECTS (PHASE VI)

W Jackson St - Airpark to Coley Rd
N Gloster St - Barnes Crossing to Natchez Trace
Eason Blvd - Veterans to Briar Ridge

Kim Hanna reviewed the Major Thoroughfare Phase VI Budget Report for the month ending May 31, 2019. Beginning cash balance was \$8,118,402. Revenue from Property Tax and Interest Earned was \$105,971. Total Expenditures were \$10,946. Payments included \$7,210 for Personnel Costs; \$3,500 for Contract Engineer Fees; and \$236 for Miscellaneous Construction Costs, which was advertisement of bid. Ending cash balance was \$8,213,428.

Chairman Pirkle reminded the Committee of the May 30 Public Hearing at 4:00 pm and the MPT Special Call Meeting at 6:00 pm. He urges as many members as possible to attend both. Mr. Pirkle also provided a list of consideration points for the Special Call meeting.

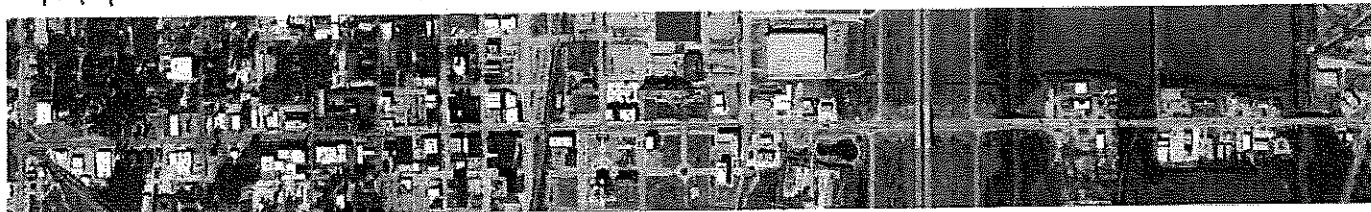
Others items of discussion were the Lumpkin project and Kincannon mill/overlay. Don Lewis stated that the Kincannon mill/overlay was paid out of city funds, not MTP.

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


Chairman Greg Pirkle


Submitted by Renee Newton

7.14



Tupelo Major Thoroughfare Program Minutes

Special Call Meeting June 17, 2019

Members present: Bill Cleveland, C W Jackson, Stuart Johnson, Ernie Joyner, Charlotte Loden, Ian Morrison, Mike Pettigrew, Greg Pirkle, Danny Riley, and Wesley Webb

Members not present: Scott Davis, Chris Hussey, Aletha Mims, Jamie Osborn, Ted Roach, Drew Robertson, and Brent Waldrop

Others present: Mayor Jason Shelton, Caleb Bedillion, Dennis Bonds, Peggy Carter, Doyce Deas, Kim Hanna, Don Lewis, Ben Logan, Dineta Newman, Jim Newman, Renee Newton, Buddy Palmer, David Rumbarger, Johnny Timmons, Jimmy Thompson, Kay Trapp, Mark Weeden, John White, Markel Whittington, and Chuck Williams

Greg Pirkle called meeting to order.

Renee Newton took roll.

Chairman Pirkle asked if anyone would like to speak that did not get to speak at the Public Hearing. Jimmy Thompson of 638 E Jackson St spoke in support of the Jackson St project.

Chairman Pirkle stated the purpose of the Special Call meeting is to consider the bids for underground utility relocation along Jackson Street. The base bid is from Clayton Ave to Robins St. The Alternate bid is for Robins St to N Madison St.

Move to accept the base bid and the alternate bid separately was made by Ernie Joyner.

Bill Cleveland asked if he could speak before a second was made. Ernie Joyner yielded floor to Bill Cleveland. Mr. Cleveland spoke on the need of Jackson St as a Major Thoroughfare. In the week leading up to the public hearing and special call meeting he had met with neighborhood residents, traveled the project area, observed pedestrian and vehicular traffic, gathered statistics on the Jackson St project area, spoke with the project engineers, and discussed the issues of the project with other committee members. Mr. Cleveland stated the realities of the project area will remain the same, no matter when it is studied. The only thing to change is the cost will go up. Mr. Cleveland is convinced the project will increase property values and the quality of life of residents.

Ernie Joyner withdrew his motion.

Bill Cleveland made motion to recommend to City Council to accept both base and alternate bids together. Wesley Webb seconded the motion. Chairman Pirkle asked for discussion of motion.

Stuart Johnson stated the biggest issue he sees with the project is the cost. Over \$8,000,000 is estimated for ½ mile, with \$5,800,000 for utilities relocations. Compared to other large MTP projects, this is a very expensive project. MTP has not gotten into utility costs in previous projects as much as it has with Jackson St. Mr. Johnson agrees an alternative to W Main St as an east/west corridor is needed, but the cost of the Jackson St project is too much.

Greg Pirkle thanked Bill Cleveland and Stuart Johnson for the amount of work they put into researching the issues.

With no further discussion, the Committee voted on the motion to recommend to City Council to accept the total bid. Seven Committee members voted "Yes". Stuart Johnson and Mike Pettigrew voted "No". Motion passed.

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


Chairman Greg Pirkle


Submitted by Renee Newton

7.15

City of Tupelo
Department of Parks and Recreation



Alex Farned, M.S.
Director

To: Mayor, Jason Shelton and City Council
From: Alex Farned
CC: Don Lewis, Amanda Daniel, Kim Hanna, and Ben Logan
Date: 7/11/2020
Re: Review/Approve/Reject Contract for Sloan Landscape Architecture for the Synthetic Turf Installation at the Ballard Park baseball complex and Veterans Park softball complex.

I would like to request that the Mayor, and City Council approve the contract for Sloan Landscape Architecture for the Synthetic Turf installation at the Ballard Park baseball complex and Veterans Park softball complex.

Note: The contract is attached to this request

AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS

STANDARD FORM CONTRACT FOR PROFESSIONAL SERVICES BETWEEN LANDSCAPE ARCHITECT AND CLIENT

Preliminary Provisions Date

This Agreement is made as of July 16, 2019, between the Client and Landscape Architect for the Landscape Architectural Services as provided herein.

Client

City of Tupelo

NAME

Mayor Jason Shelton

ADDRESS / CITY / STATE / ZIP

71 East Troy Street/ Tupelo/ MS/ 38804

RELATIONSHIP TO PROJECT OWNER

Owner

The Client acknowledges that it is authorized to enter into this Agreement.

City of Tupelo

NAME

ENTITY

☐ CORPORATION, ☐ LIMITED LIABILITY COMPANY ☒ MUNICIPALITY, ☐ GOVERNMENT OR ☐ INDIVIDUAL/ MARRIED COUPLE-SELECT ONE

ADDRESS/ CITY/ STATE/ ZIP (IF DIFFERENT FROM CLIENT ADDRESS ABOVE)

Landscape Architect

Sloan Landscape Architect, LLC

NAME:

ENTITY

☐ SOLE PROPRIETOR, ☐ PARTNERSHIP, ☐ CORPORATION, ☒ LIMITED LIABILITY COMPANY

P.O. Box 311/ Tupelo/ MS/ 38804

ADDRESS/ CITY/ STATE/ ZIP

Shipman Sloan, 662-610-5588

CONTACT INFORMATION

Project

(General description of Project: name, purpose, baseline information)

Ballard Park Baseball 9-Field Complex and Veterans Park Softball 4-Field Complex Synthetic Turf Installation. The conversion of 9 existing baseball and 4 existing softball field infields from natural grass and natural infield material to synthetic turf infields to include sub-drainage under the synthetic turf, as well as other additions and improvements required by the construction process.

Program

The Client's detailed Program: user needs, functional and built element requirements, and the Client's budget parameters are set forth in *Exhibit "4."*

Scope of Services

The scope of services to be provided by the Landscape Architect under this Agreement and the Supplemental Services which may be provided when requested in writing by the Client are described in *Exhibit "B."*

Compensation

Compensation for Landscape Architectural Services performed under this Agreement shall be 6% of the overall cost of work plus Reimbursable Expenses as defined in Article 4 and is subject to the provisions of this Agreement. Supplemental Services, when requested in writing by the Client, shall be compensated on an hourly basis at the rates provided in *Exhibit "C"* or on the basis of a negotiated fee provided in an amendment to this Agreement.

Schedule of Services

The schedule for the performance of the Landscape Architectural Services under this Agreement is provided in *Exhibit "O"* and is subject to the provisions of this Agreement.

Article 1**Landscape Architectural Services****1.1 Standard of Care**

The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

1.2 Coordination

The Landscape Architect shall coordinate the services of its consultants and shall cooperate with the Client's representatives and separate consultants in the best interest of the Project.

1.3 Representations

The Landscape Architect represents that it and its consultants have and shall maintain throughout the performance of the Landscape Architectural Services under this Agreement the requisite licenses, registrations, and/or certifications required for the performance of these Services in the jurisdiction in which the Project is located.

1.4 Scope of Services

The Scope of Landscape Architectural Services to be provided under this Agreement is detailed in *Exhibit "B."*

1.5 Supplemental Services

Supplemental Services are detailed in *Exhibit "B."* Supplemental Services are beyond the basic Scope of Services, and when requested in writing by the Client, shall entitle the Landscape Architect to additional compensation (either on the hourly basis stated in *Exhibit "C"* or on the basis of a negotiated sum) beyond the Compensation stated in the Preliminary Provisions.

1.6 Approval of Services/Changes to Approved Services

The Landscape Architect shall proceed with a phase or design package of the Landscape Architectural Services only after receiving the Client's written approval of the Services and deliverables provided in the previous phase and written authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Program requirements.

1.7 Opinions of Probable Construction Costs

Opinions of probable construction costs provided by the Landscape Architect are based on the Landscape Architect's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs.

1.8 Certifications

The Client shall submit copies of proposed certificates or certifications, if any, to the Landscape Architect for review and approval at least 14 days prior to the date that the Client desires the Landscape Architect to execute them. The Client shall not request certifications which would require legal opinions or knowledge or services beyond the scope of the Agreement. All such certifications shall be limited to professional opinions rendered in accordance with generally accepted standards of professional practice.

1.9 Construction Safety

The presence of the Landscape Architect, its employees, or consultants at the Project site shall not be deemed an assumption by the Landscape Architect of any obligations, duties, or responsibilities for safety, including but not limited to construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the work of the Project in accordance with the Construction Documents or regulatory health or safety requirements, if any. The Landscape Architect, its employees, and consultants have no authority to exercise any control over any construction contractor, its employees, or subcontractors in connection with their work or health and safety programs and procedures.

Article 2 Client's Responsibilities

2.1 Program

The Client shall provide the detailed Project description and budget parameters designated *Exhibit "A"* and attached hereto.

2.2 Information

2.2.1 The Client shall provide site surveys and legal information, including as applicable: written legal description of the site, a land survey by a professional land surveyor who is licensed or registered under the law of the jurisdiction in which the property is located, rights-of-way, easements, encroachments, zoning, covenants, and deed or other restrictions, if any.

2.2.2 The Client shall provide for the Landscape Architect's right to enter from time to time, property owned by the Client or others, so the Landscape Architect may perform the Landscape Architectural Services.

2.2.3 The Client shall be responsible for all legal, accounting, and insurance services the Client may require or deem necessary in the interest of the Project.

2.3 Independent Testing

The Client shall provide independent testing services when deemed necessary to determine site conditions such as soil and subsoil conditions, water, pollution, and hazardous waste presence and characteristics.

2.4 Reliance

The Landscape Architect shall be entitled to rely on the accuracy and completeness of the information, test results, and work product provided by the Client and the Client's consultants. The Landscape Architect shall not be responsible for calculations, specifications, or designs based on erroneous, inaccurate, or incomplete information provided by the Client, provided that the Landscape Architect has acted in accordance with the standard of care described in section 1.1, above.

2.5 Client's Representative

The Client shall designate a representative with authority to act on the Client's behalf with regard to the Project. If for any reason Client's designated representative is replaced during the progress of the Project, the Landscape Architect shall have the right to renegotiate its compensation in response to the change.

2.6 Approvals

Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services. Comments from the Client's Representative shall be a consolidation of all comments of interested user groups or entities to provide clear direction to the Landscape Architect and to avoid delays.

2.7 Notice of Nonconformance

If the Client observes or becomes aware of any errors or omissions or inconsistencies in any documents provided by the Landscape Architect or any fault or defect in the Project, the Client shall promptly give written notice thereof to the Landscape Architect.

2.8 Project Permit and Review Fees

The Client shall pay all fees required to secure jurisdictional approvals for the Project.

Article 3

Ownership of Documents

3.1 The Landscape Architect shall be deemed the author and owner of all deliverables provided to the Client, including but not limited to plans, drawings, specifications, Construction Documents, displays, graphic art, photographs, and other images and devices in any medium, including electronic data or files, which are developed, created, or derived pursuant to this Agreement by the Landscape Architect (collectively, the "Design Materials").

3.2 Subject to payment by the Client of all Compensation and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, nonexclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project. Termination of this Agreement prior to the completion of the Project shall terminate this license; all Design Materials and copies thereof in the Client's possession or control shall be returned to the Landscape Architect within 21 days of the notice of termination.

3.3 The Client, to the fullest extent permitted by law, shall indemnify and hold harmless the Landscape Architect for costs, including legal fees and defense costs, liability or loss, which result from unauthorized modification of the Design Materials, if any, or the use of the Design Materials for any purpose other than the Project.

3.4 In the event this Agreement is terminated prior to the completion of the Project, the Landscape Architect shall have no liability to the Client or to anyone claiming through the Client for any claims, liabilities, or damages resulting from the use, misuse, or modification of the Design Materials without the Landscape Architect's approval, and the Client agrees to indemnify and defend the Landscape Architect against all such claims.

Article 4

Landscape Architect Compensation

4.1 Compensation for the Scope of Services described in section 1.4 of *Exhibit "B"* to be performed under this Agreement shall be as indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below. Supplemental Services, described in section 1.5 of *Exhibit "B,"* when requested in writing by the Client, shall be compensated on an hourly basis at the rates provided in *Exhibit "C"* or on the basis of a negotiated fee provided in an amendment to this Agreement.

4.2 Reimbursable Expenses are expenditures as made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 0%. Reimbursable Expenses include, but are not limited to the following:

- 4.2.1 travel expenses in connection with the Project; living expenses in connection with out-of-town travel, long-distance communications;
- 4.2.2 costs of reproductions, faxes, postage and handling of documents, messenger and overnight delivery services;
- 4.2.3 if authorized in advance by the Client, overtime-related employee expenses;
- 4.2.4 costs of renderings, photographs, models, and mock-ups requested by the Client;
- 4.2.5 expense of professional liability insurance dedicated exclusively to the Project, or additional insurance coverage or limits requested by the Client in excess of that normally carried by the Landscape Architect and its consultants;
- 4.2.6 costs of printing and delivering bid packages;
- 4.2.7 services of professional consultants which cannot be quantified at the time of contracting; and
- 4.2.8 other, similar direct Project-related expenditures.

4.3 Payments

- 4.3.1 An initial payment of \$0% shall be made upon execution of this Agreement; this amount shall be credited to the Client's account at final payment. This shall be the minimum payment due under this Agreement.
- 4.3.2 Monthly payments to the Landscape Architect shall be based on (1) the percentage of the Scope of Services completed in accordance with the Schedule of Services provided in *Exhibit "D"* herein and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.
- 4.3.3 If the Client disputes, in good faith, all or any portion of any statement from the Landscape Architect for Landscape Architectural Services or Reimbursable Expenses, the Client shall notify the Landscape Architect in writing within seven (7) days of receipt of the disputed statement, describing the nature of the dispute and including a reasonably detailed explanation of the reason for the dispute.
- 4.3.4 Payments are due and payable 30 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and shall accrue 5% simple interest per month. Pursuant to section 7.2, herein, at the Landscape Architect's option, overdue payments may be grounds for suspension of services or termination of this Agreement.

4.4 Extended Services

If through no fault of the Landscape Architect, the Scope Services described in section 1.4 of *Exhibit "B"* have not been completed within the term indicated in the Schedule of Services provided in *Exhibit "D,"* the compensation for services rendered after that time period shall be renegotiated or shall be on the basis of the hourly rates provided in *Exhibit "C."*

Article 5

Insurance, Indemnification, Consequential Damages

5.1 Insurance

The Landscape Architect shall secure and maintain insurance coverages indicated as follows:

Coverage	<u>Liability Limits</u>
Professional Liability	<u>\$1,000,000.00</u> per claim/annual aggregate
Commercial General Liability	_____ per occurrence
Comprehensive Automobile Liability	_____ per accident
Workers Compensation	statutory limits

5.2 Consequential Damages

The Landscape Architect and the Client waive consequential damages for claims, disputes, or other matters in question which arise out of or are related to this Agreement, including but not limited to consequential damages due to the termination of this Agreement by either party in accordance with the provisions of Article 7 hereof.

5.3 Client's Commercial General Liability Insurance

The Client agrees to name the Landscape Architect as an additional insured on its Commercial General Liability (CGL) insurance policy(ies), if any, applicable to the Project and to provide the Landscape Architect with a Certificate of Insurance evidencing compliance with this provision.

5.4 Waiver of Subrogation

To the extent damages are covered and paid by property insurance during construction, the Client and the Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. The Client and the Landscape Architect, respectively, shall require of their contractors, consultants, agents and employees similar waivers in favor of the other parties enumerated herein.

5.5 Hazardous Materials Waiver

Unless otherwise provided in the Agreement, the Landscape Architect and the Landscape Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

Article 6

Dispute Resolution

6.1 If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve differences first through direct discussions between parties or their representatives who shall have authority to settle the dispute. If the dispute has not been settled within 14 days of initial discussions, the parties shall submit the dispute to mediation in accordance with section 6.2.

6.2 If the dispute is not settled pursuant to section 6.1, before recourse to any other dispute resolution procedure, the parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association. The location of the mediation shall be the location of the Project unless the parties agree otherwise. A request for mediation may be filed with the American Arbitration Association or any other mediation service acceptable to both parties. The parties agree to conclude the mediation within 60 days of filing the request. Unless otherwise agreed, the cost of mediation shall be shared equally by the parties.

6.3 For any claim subject to, but not resolved by, mediation pursuant to Section 6.2, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the parties do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to section 6.4 of this Agreement
☒ Litigation in a court of competent jurisdiction

6.4 Unless otherwise agreed in writing, the Landscape Architect agrees to continue to perform its services during any dispute resolution proceedings. If the Landscape Architect continues to perform, the Client shall continue to make payments in accordance with this Agreement for amounts not in dispute.

6.5 Appropriate provisions for consolidation shall be included in other contracts relating to the Project so that all parties necessary to resolving a claim can be made parties to the same dispute resolution proceeding.

6.6 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

Article 7

Suspension/Termination

7.1 This Agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

7.2 The Client's failure to make payments to the Landscape Architect in accordance with the provisions of this Agreement shall be deemed a substantial failure to perform and a cause for termination; however, in this circumstance the Landscape Architect, at its option, may elect to suspend its services on seven (7) days' written notice to the Client. The Landscape Architect shall have no liability to the Client for any delays caused by a suspension under this provision.

7.3 If the Client suspends the Landscape Architect's services for any reason, the Landscape Architect shall be compensated for all Landscape Architectural Services performed to that date, and the Landscape Architect shall have no liability to the Client for any delays caused by the Client's decision to suspend the Services.

7.4 When suspended Services are resumed, the Landscape Architect shall be compensated for expenses incurred due to the interruption and resumption of the Landscape Architectural Services, and the Compensation and the Schedule of Services for the Services remaining to be performed shall be equitably adjusted.

7.5 A suspension of Services by either party for more than thirty (30) days may, at the Landscape Architect's option, be deemed grounds for termination of the Agreement.

7.6 If termination is not due to the fault of the Landscape Architect, the Client shall pay, in addition to Compensation and Reimbursable Expenses due at the time of the termination, all actual costs and expenses reasonably incurred by the Landscape Architect in connection with such termination. In addition, the Client shall comply and cooperate in accordance with the provisions of Article 3, Ownership of Documents.

7.7 The Client may terminate this Agreement for convenience and without cause with seven (7) days' written notice to the Landscape Architect providing, in addition to the Compensation, Reimbursable Expenses, and compliance with the Ownership of Documents provisions indicated in section 7.6, above, the Client pays to the Landscape Architect an amount representing the anticipated profit on the Scope of Services not performed under this Agreement because of the Client's decision to terminate for its convenience.

Article 8

Other Terms and Conditions

8.1 Force Majeure

Either party, as applicable, shall be relieved of its obligations hereunder in the event and to the extent that performance hereunder is delayed or prevented by any cause beyond its control and not caused by the party claiming relief hereunder, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or the recovery from such cause ("Force Majeure"). The parties agree to make all reasonable efforts to mitigate the delays and damages of Force Majeure.

8.2 Notices

Notices required pursuant to this Agreement shall be sufficient if delivered personally or by registered or certified mail, return receipt requested, at the addresses indicated on the first page of this Agreement.

8.3 Assignment

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

8.4 Third Party Relationships

Nothing in this Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of, any third party against either the Client or the Landscape Architect.

8.5 Severability

If any term or provision of this Agreement shall be found to be invalid or unenforceable, the remaining provisions shall, to the fullest extent permitted by law, remain in full force and effect.

8.6 Captions

Captions of articles, sections, paragraphs, or subparagraphs of this Agreement are for convenience and reference only.

8.7 Governing Law

This Agreement shall be governed by the law of the State of Mississippi.

8.8 Complete Agreement

This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement only may be amended in writing signed by both the Client and the Landscape Architect.

8.9 Limitations Period

As between the parties to the Agreement: as to all acts or failures to act by either party to the Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the completion of Services under the Agreement.

Exhibits

The following Exhibits are incorporated in and made a part of this Agreement:

- "A" Client's Program
- "B" Scope of Services and Supplemental Services
- "C" Landscape Architect's Hourly Compensation Rates Schedule
- "D" Landscape Architect's Schedule of Services

Landscape Architect

Date

Client

Date

EXHIBIT "A"
CLIENT'S PROGRAM
(Client inserts Client's program as Exhibit A")

Project for additions and improvements to the Ballard Park Baseball 9-Plex and Veterans Park Softball 4-Plex will be implemented as set out in the bid documents. Improvements will include but are not limited to: Removal of existing infield material and sub-base and addition of sub-base drainage layer, sub-surface drainage, and synthetic turf material for infields of the 13 existing baseball fields along with associated site improvements -- Improvements and additions to the park and infrastructure and amenities within it.

EXHIBIT "B"
SCOPE OF SERVICES
AND SUPPLEMENTAL SERVICES

Scope of Services

1.4.1 Site Analysis Phase

In order to identify the physical attributes and limitations of the site relative to the Client's Program, the Landscape Architect shall

- .1 identify existing site conditions and features such as topography, drainage patterns, vegetation, including significant specimen plants, water elements, structures, views, and known off-site considerations relevant to the Client's Program
- .2 confirm general location of available utilities
- .3 analyze existing site conditions to identify physical attributes and limitations of the Project site
- .4 review applicable governmental requirements, including zoning, ordinances and permit requirements, known special restrictions, and zoning conditions
- .5 advise the Client of tests and surveys, such as soils analysis, topographic survey, utility survey, and/or property boundary survey, that may be required

1.4.2 Schematic Design Phase

Based on the Site Analysis Phase findings, the Landscape Architect shall explore design options and develop a schematic design through the following:

- .1 prepare studies and relational diagrams for the organization and placement of proposed Program elements taking into consideration the existing site features and the requirements of other Program elements
- .2 prepare drawings illustrating alternative design concepts for the form and configuration of the Program elements on the site (up to 3 alternatives shall be provided under the basic Scope of Services for this Agreement; additional alternatives requested by the Client shall be considered Supplemental Services)
- .3 evaluate alternative design concepts and, in conjunction with the Client, identify a preferred design concept
- .4 based on the preferred design concept, prepare a schematic design plan (at an appropriate scale) illustrating the form and configuration of the proposed improvements on the site
- .5 preliminarily select key materials or material systems and prepare preliminary designs for key construction details
- .6 prepare an opinion of probable construction costs for the proposed improvements, including a recommended contingency
- .7 submit the plan(s), details, cost opinion, and other deliverables as appropriate comprising the Schematic Design submittal to the Client for review and approval.

1.4.3 Design Development Phase

Based on the Schematic Design approved by the Client, the Landscape Architect shall refine and sufficiently detail the proposed form of the improvements to comprehensively convey the design intent through the following:

- .1 revise and refine the Schematic Design plan to define the location of the proposed improvements in relation to both the existing site features and the other proposed improvements
- .2 prepare design detail sketches illustrating the proposed forms, materials, colors, and textures of the proposed improvements
- .3 prepare supplemental drawings as required to illustrate the design intent (~~strike all that do not apply~~):
 - a. Grading and drainage plan
 - b. Planting plan
 - c. Irrigation plan
 - d. Site layout plan
 - e. Site details
- .4 prepare outline specifications for applicable areas of work
(*If a particular specification system is requested by the Client, it should be indicated here.*)
- .5 update the opinion of probable construction costs of the proposed improvements, indicating when appropriate the assumptions on which the opinion is based
- .6 submit the plans, details, cost opinion, and other deliverables as appropriate comprising the Design Development submittal to the Client for review and approval

1.4.4 Construction Document Phase

Based on the Design Development phase submission approved by the Client, the Landscape Architect shall prepare Construction Documents suitable for bidding or contract negotiations and for construction of the Project. The Landscape Architect shall:

- .1 prepare construction plans including (~~strike those that do not apply~~):
 - a. Demolition plan
 - b. Staking (or layout) plan
 - c. Grading and drainage plan
 - d. Irrigation plan
 - e. Planting plan
 - f. Site plan
 - g. Site details
- .2 prepare construction details to describe the materials, spatial relationships, connections, and finishes suitable for constructing the proposed improvements

- .3 prepare construction specifications for the proposed improvements
- .4 coordinate the drawings and specifications prepared by the Landscape Architect's consultants, and when appropriate, the Client's other consultants
- .5 update the opinion of probable construction costs of the proposed improvements
- .6 address timely and applicable review comments received from agencies and revise the Construction Documents for compliance when required
- .7 submit a final opinion of probable construction costs
- .8 submit 3 copies of the Construction Documents in paper format as well as a dwg. file and pdfs; additional drawings and pdf copies shall be a Reimbursable Expense as provided in Article 4 of the Agreement

1.4.5 Bidding Phase

When contracts are bid, the Landscape Architect shall assist the Client during the bidding process to identify the Contractor to construct the Project and establish the firm price to accomplish the work. The Landscape Architect shall:

- .1 coordinate the schedule for bid advertising, pre-bid conference, addenda (if applicable), and bid opening
- .2 prepare and organize bid solicitation and proposal forms consistent with the Client's requirements
- .3 arrange for printing and distribution of the bid documents
- .4 conduct the pre-bid conference and document the proceedings
- .5 clarify the Construction Documents as required through the preparation and issuance of addenda
- .6 attend the bid opening
- .7 review bids including alternates and formulate a recommendation on the award of the contract

1.4.6 Contract Negotiation Phase

When contracts are negotiated, the Landscape Architect shall assist the Client during the contract negotiation process to establish contract terms for the construction of the Project. The Landscape Architect shall:

- .1 arrange for transmittal of Construction Documents to the selected Contractor
- .2 meet with the selected Contractor to review the Construction Documents and the proposed improvements
- .3 provide clarification to the Construction Documents as reasonably required
- .4 review the selected Contractor's proposal and formulate a recommendation on the award of the contract

1.4.7 Construction Contract Administration Services

The Landscape Architect shall provide the following administration services associated with the construction of the Project:

- .1 take part in the pre-construction conference.
- .2 undertake to observe the work in progress at intervals appropriate to the stage of construction for conformance with Construction Documents
- .3 evaluate the completed work to determine acceptance or non-acceptance based on conformity with the Construction Documents
- .4 review and approve Contractor progress applications for payment
- .5 review and approve a final application for payment and recommend acceptance of the Project by the Client

1.5 Supplemental Services

1.5.1 Pre-design Services

The following pre-design services shall be considered Supplemental Services:

- .1 assisting the Client with programming
- .2 assisting the Client with marketing and/or feasibility studies
- .3 master planning (*Provide details to address specific Project requirements.*)
- .4 detailed project scheduling (critical path, milestone completion dates, or other methods)
- .5 representing the Client at zoning hearings and/or community meetings or design review hearings

1.5.2 Design Phase Supplemental Services

Unless otherwise agreed to by the parties, the following are Supplemental Services:

- .1 scale models and renderings
- .2 special studies or reports
- .3 life cycle cost analyses
- .4 expert witness testimony
- .5 attendance at litigation or arbitration proceedings when the Landscape Architect is not a party
- .6 long-distance travel to inspect materials and equipment of potential suppliers
- .7 permitting services beyond those described in section 1.4
- .8 attendance at public review or design review hearings

1.5.3 Construction Contract Administration Supplemental Services

The Landscape Architect shall provide the following administration services associated with the construction of the Project as Supplemental Services. When requested, the Landscape Architect shall:

- .1 review and take appropriate action on materials and equipment submitted by the Contractor for approval

- .2 review and take appropriate action on shop drawings and change order requests submitted for approval
- .3 prepare Client-initiated change orders
- .4 on behalf of the Client, receive and forward to the Client written guarantees, warranties, releases of liens, and related documents required from the Contractor
- .5 conduct observations to determine final completion and acceptance of the work
- .6 review the Contractor's marked-up "as-built" drawings
- .7 determine consent of surety, if any, to issuance of a final certificate of payment

Revisions to previously approved drawings or other documents shall constitute Supplemental Services when necessary to accommodate subsequent interpretations by governmental officials.

1.5.4 Post-Construction Services

The following Post-Construction Services are Supplemental Services. When requested by the Client, the Landscape Architect shall:

- .1 prepare record drawings of the actual construction based on marked-up drawings and other data furnished by the Contractor
- .2 provide observations of work and/or warranty items at appropriate times
- .3 perform post-construction evaluation of functional and operational performance of the Project

EXHIBIT "C"
LANDSCAPE ARCHITECT'S
HOURLY COMPENSATION RATES SCHEDULE
(Landscape Architect inserts Landscape Architect's Hourly Compensation Rates Schedule
as Exhibit "C")

Registered Professional (Landscape Architect) \$125.00

EXHIBIT "D"

SCHEDULE OF SERVICES

The Landscape Architect shall begin providing Landscape Architectural Services on the Project promptly upon the receipt of a written notice to proceed and shall perform its Services as expeditiously as is consistent with the standard of care described in section 1.1 of the Agreement. All time frames are subject to the Client's cooperation in accordance with the provisions of sections 1.6 and 2.6.

**Days from approval of
the previous phase and
authorization to proceed
with the next phase**

<u>Service</u>	<u>% Compensation</u>	
Site Analysis	days	%
Schematic Design	days	25%
Design Development	days	25%
Construction Documents	days	25%
Bidding Phase	days	20%
Contract Negotiation	days	%
Construction Contract Administration	days	5%

Mandatory Addendum to
All City of Tupelo Contracts
June 2015

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO. (CITATION NEEDED.)
10. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
11. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
13. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
14. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
15. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to:
(a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

16. In compliance with the Mississippi Accountability and Transparency Act of 20058, all payments made by TUPELO will be posted on a public website _____, The information posted will include: the date of payment, vendor name, vendor's city and state and the payment amount. The release of any such information supersede any applicable non-disclosure or confidentiality obligations of TUPELO.
Miss. Code Ann. §§ 27-104-151 to 159.
17. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act. Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.
18. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act.
Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.
19. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away one successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).
20. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1
21. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.
MS AG Ops. 2012-00013

7.16

Memo

To: Tupelo City Council
From: Tupelo Traffic Committee
Subject: Review/Approve Traffic Committee Minutes of June 27, 2019
Date: July 10, 2019

Attached are the minutes of the Traffic Committee Meeting on June 27, 2019. The following is a summary of their actions.

Old Business:

1. A request from Mrs. Martha Swindle, TVA Customer Service Center located at 3197 Brooks Road, Tel. 662-690-3400, for the installation of a stop sign coming into the back side of their parking lot from Old Belden Circle.

Action: Approved

2. A request from Ms. Patti Thompson, Southern Heights Neighborhood Association, Tel. 662-231-2308, wayfil@comcast.net, for the installation of a 3-way stop at the intersection of Mitchell Road and Southern Heights.

Action: Conditional Approval (Install if warranted)

3. A request from the Bristow Acres neighborhood association, thru Mrs. K.C. Grist, for the installation of their neighborhood signs on the corner of Lumpkin and West Jackson Street.

Action: Referred to Development Services

4. A request from Mr. Brandon Blinson, 6020 Vermelle Drive, Tel. 662-231-0868, for the installation of 3-way stops at the following intersections:

- 1) Ashley Street & Westwind Drive
- 2) Ashley Street & Lauren Circle
- 3) Wilena Circle and Vermelle Drive

Action: Conditional Approval (Install if warranted)

5. A request from Mr. Philip Huq, 1601 N. Feemster Lake Road, Tel. 347-668-5888, philip_feni@yahoo.com, for the installation of a 4-way stop at the intersection of N. Feemster Lake Road and Morganwood Road.

Action: Conditional Approval (Install if warranted)

6. A request from Mr. Abraham Hamilton, III, General Counsel for the American Family Association, Tel. 662-844-5036, ahamilton@afa.net, for the installation of a crosswalk between their facilities at 107 Parkgate Drive and 108 Parkgate Drive.

Action: Postponed for more information

7. A request thru Mr. Don Lewis, COO, for the installation of a "No Thru Trucks" sign on Clark Street.

Action: Approved

New Business:

1. A request from Ms. Keri Robbins, 1313 Wilson Street, Tel. 662-255-5817, for the installation of a "Children At Play" sign.

Action: Approved

2. A request from Mr. Matt Anderson, 2446 Wendover Drive, Tel. 662-523-9919, matt@carcreditautos.com, for the installation of a speed table on Wendover Drive.

Action: Tabled

3. A request from Mr. Mitch Ellett, 1351 Morning Glory Circle, Tel. 662-255-6161, mellett1970@gmail.com, for the installation of three (3) speed tables. One table on Dogwood Drive and the other two tables on Columbine Drive.

Action: Tabled

4. A request from Ms. Sherry Elmore, President of the Bel Air Neighborhood Association, sherrypelmore@gmail.com, for the installation of a 3-way stop at the intersection of Jenkins and Country Club Road.

Action: Approved

5. A request thru Mr. Johnny Timmons, Manager of TW&L, for the installation of a 4-way stop at the intersection of Broadway and Jefferson Street.

Action: Approved

6. A request thru Mr. Don Lewis, COO, for the installation of a "No Trucks" sign on Colonial Estates Road.

Action: Denied

7. A request from Ms. Etta Jones, 5200 Lackey Lane, Tel. 502-316-5679, for the installation of "Children At Play" signs on Lackey Lane and Coonewah Trail.

Action: Approved

MINUTES OF THE TUPELO TRAFFIC COMMITTEE
JUNE 27, 2019

A regular meeting of the Tupelo Traffic Committee was held on June 27, 2019, at 9:00 am in the council chambers at City Hall. Members present were Mr. Donald Dykes, Mr. Lesley Rakestraw, Mr. Jimmy Avery, Mr. Norman Cruse, Mr. Mike Williams, Officer Philip Sanderson, Mr. Emmitt Foster and Mrs. Pam Blassingame. Mr. Alex Wilcox, Mr. Barton Wynn and Mr. Nathaniel Stone were absent.

Audience members were Ms. Sherry Elmore, Mr. & Mrs. Gray Megginson, and Mr. Johnny Timmons, TW&L Manager.

Call to Order

The meeting was called to order by Mr. Lesley Rakestraw. Mr. Rakestraw then introduced a new member of the committee, Mr. Emmitt Foster.

A motion was made by Mr. Mike Williams to approve the Traffic Committee Minutes of the January 29, 2019 meeting. The motion was seconded by Mr. Donald Dykes and it passed unanimously.

Old Business

1. **A request from Mrs. Martha Swindle, TVA Customer Service Center located at 3197 Brooks Road, Tel. 662-690-3400, for the installation of a stop sign coming into the back side of their parking lot from Old Belden Circle.**

Mr. Mike Williams made a motion to approve this item. The motion was seconded by Mr. Jimmy Avery and it passed unanimously.

2. **A request from Ms. Patti Thompson, Southern Heights Neighborhood Association, Tel. 662-231-2308, wayfil@comcast.net, for the installation of a 3-way stop at the intersection of Mitchell Road and Southern Heights.**

Mr. Donald Dykes noted that the Public Works Department has its new traffic count machine, so the traffic count and warrant analysis can be completed. Therefore, Mr. Norman Cruse made a motion to complete the traffic count and warrant analysis and if the stop sign is warranted to install it. Mr. Jimmy Avery seconded the motion and it passed unanimously.

3. **A request from the Bristow Acres neighborhood association, thru Mrs. K.C. Grist, for the installation of their neighborhood signs on the corner of Lumpkin and West Jackson Street.**

Mr. Norman Cruse made a motion to have the neighborhood submit the sign specs and signed permission from the landowner to Development Services and, if approved by them, to allow the signs to be installed. This motion was seconded by Mr. Donald Dykes and it passed unanimously.

4. **A request from Mr. Brandon Blinson, 6020 Vermelle Drive, Tel. 662-231-0868, for the installation of 3-way stops at the following intersections:**

- 1) **Ashley Street & Westwind Drive**
- 2) **Ashley Street & Lauren Circle**
- 3) **Wilena Circle and Vermelle Drive**

Mr. Donald Dykes made a motion to complete the traffic counts and warrant analyses of these intersections and, if warranted, install the signs. Mr. Emmitt Foster seconded the motion and it passed unanimously.

5. A request from Mr. Philip Huq, 1601 N. Feemster Lake Road, Tel. 347-668-5888, philip_feni@yahoo.com, for the installation of a 4-way stop at the intersection of N. Feemster Lake Road and Morganwood Road.

Mr. Norman Cruse made a motion to complete the traffic count and warrant analysis and, if warranted, install the signs. Mr. Donald Dykes seconded the motion and it passed unanimously.

6. A request from Mr. Abraham Hamilton, III, General Counsel for the American Family Association, Tel. 662-844-5036, ahamilton@afa.net, for the installation of a crosswalk between their facilities at 107 Parkgate Drive and 108 Parkgate Drive. (See attachment "D").

Mr. Norman Cruse made a motion to postpone this item and allow Public Works and Development Services to talk with AFA and find out exactly where they would want the crosswalk and how/if it would be signaled. Mr. Donald Dykes seconded the motion and it passed unanimously.

7. A request thru Mr. Don Lewis, COO, for the installation of a "No Thru Trucks" sign on Clark Street.

Mr. Jimmy Avery made a motion to approve this request which was seconded by Mr. Norman Cruse. The motion passed unanimously.

New Business

1. A request from Ms. Keri Robbins, 1313 Wilson Street, Tel. 662-255-5817, for the installation of a "Children At Play" sign.

A motion to approve this request was made by Mr. Jimmy Avery and seconded by Mr. Donald Dykes. The motion passed unanimously.

2. A request from Mr. Matt Anderson, 2446 Wendover Drive, Tel. 662-523-9919, matt@carcreditautos.com, for the installation of a speed table on Wendover Drive.

Mr. Donald Dykes noted that the installed cost of a speed table is \$5,000. He also noted that there must be 65% approval from the homeowner's on the proposed street. Mr. Norman Cruse then made a motion to pass this information to Mr. Anderson and table this item until we hear back from Mr. Anderson. Officer Sanderson seconded the motion and it passed unanimously.

3. A request from Mr. Mitch Ellett, 1351 Morning Glory Circle, Tel. 662-255-6161, mellett1970@gmail.com, for the installation of three (3) speed tables. One table on Dogwood Drive and the other two tables on Columbine Drive.

Mr. Norman Cruse made a motion to inform Mr. Ellett of the cost of each speed table and the 65% required approval and table the item until we hear back from Mr. Ellett. Mr. Jimmy Avery seconded the motion and it passed unanimously.

4. **A request from Ms. Sherry Elmore, President of the Bel Air Neighborhood Association, sherrypelmore@gmail.com, for the installation of a 3-way stop at the intersection of Jenkins and Country Club Road.**

Mrs. Elmore and Mr. and Mrs. Gray Megginson were present to discuss this item. Mrs. Joann Megginson stated this stop sign was present before the 2014 tornado. Mr. Jimmy Avery noted that this sign was there before the tornado and that it probably got knocked down in the tornado and never put back up. Therefore, Mr. Avery made a motion to approve this request which was seconded by Mr. Mike Williams. The motion passed unanimously.

5. **A request thru Mr. Johnny Timmons, Manager of TW&L, for the installation of a 4-way stop at the intersection of Broadway and Jefferson Street.**

Mr. Timmons was present to discuss this item. He stated that the Tupelo Water & Light Department has received numerous calls and requests for this intersection to be made into a 3-way stop (only 3-way since Broadway is a one-way street south of this intersection). Mr. Timmons stated that business owners in this area have reported many accidents and near accidents and this is a safety issue. A motion to approve this request was made by Mr. Jimmy Avery and seconded by Mr. Emmitt Foster. The motion passed unanimously.

6. **A request thru Mr. Don Lewis, COO, for the installation of a "No Trucks" sign on Colonial Estates Road.**

Mr. Donald Dykes noted that this request was made during the time that road work was being done on Coley Road. Mr. Jimmy Avery then made a motion to deny this request since the work on Coley is complete and traffic is no longer detouring. Mr. Norman Cruse seconded the motion and it passed unanimously.

7. **A request from Ms. Etta Jones, 5200 Lackey Lane, Tel. 502-316-5679, for the installation of "Children At Play" signs on Lackey Lane and Coonewah Trail.**

Mr. Jimmy Avery made a motion to approve this request which was seconded by Mr. Donald Dykes. The motion passed unanimously.

With there being no further business, Mr. Jimmy Avery made a motion to adjourn the meeting. Mr. Norman Cruse seconded the motion and it passed unanimously.

Submitted By: Pam Blassingame



7.17

City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

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

July 10, 2019

Mayor Jason Shelton and Council of the City of Tupelo
City of Tupelo
Tupelo, Mississippi 38801


Dear Mayor Shelton and Council Members:

I recommend the following contract for award at your regular meeting on Tuesday,
July 16, 2019:

Overhead to Underground Utility Relocations along Jacksons Street – The bid
for this project was awarded through your meeting on June 18, 2019, to Linetec
Services, LLC in the amount of \$5,857,027.97.

If you have any questions, please call upon me.

Yours very truly


Johnny N. Timmons
Manager

Attachment

DOCUMENT 00500 AGREEMENT

THIS AGREEMENT is entered into as of the _____ day of _____, 20____ between **Tupelo Water & Light** (hereinafter called Owner) and **Linetec Services, LLC** (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 convert approximately 1/2 mile overhead 15kV 3 Phase distribution line to underground. Install new concrete poles and primary risers to terminate back to existing 15kV overhead double circuit. Direction bore and trench new conduit, install flush mount pull boxes/manholes, underground medium voltage switchgear in vaults. Install conduit duct system to accommodate primary underground, secondary underground, AT&T, Comcast, and Windstream conduits. Installation of new street lights, conduit, wiring, etc.,

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 Alternate Add Bid Work will be substantially completed on or before **April 30, 2020**, and completed and ready for final payment in accordance with paragraph 14.8 of the General Conditions on or before **May 31, 2020**.

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:

Five million eight hundred fifty-seven thousand twenty-seven Dollars ninety-seven Cents
(\$5,857,027.97)

Note: Amount includes Base Bid, Alternate Bid, and Authorized Contract Amendment -
\$100,000.00.

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 2, 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.

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

10.1 Holiday Work. Contractor shall not work during the holiday week of Thanksgiving (11/24/2019 - 12/01/2019), and the weeks including Christmas & New Years (12/22/2019 - 01/04/2020).

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 _____, 20____.

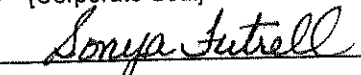
Owner: **Tupelo Water & Light**

Contractor: **Linetec Services, LLC**

By: _____
[Corporate Seal]

By: 
[Corporate Seal]

Attest: _____

Attest: 

032519

81734

Address for giving notice:

Address for giving notice:

P.O. Box 1485

P.O. Box 13650

Tupelo, MS 38802-1485

Alexandria, LA 71315

License No. 23003-SC

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



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

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

July 10, 2019

Mayor Jason Shelton and Council of the City of Tupelo
City of Tupelo
Tupelo, Mississippi 38804


Dear Mayor and Council Members:

I respectfully request your approval of the attached engineering agreement between the City of Tupelo and Cook Coggin Engineers. This agreement is for engineering services for improvements to our Central Pumping Station. This project will be funded by an SRF loans.

Thank you and please let me know if you have any questions.

Sincerely,

TUPELO WATER & LIGHT DEPARTMENT



Johnny N. Timmons
Manager

Attachment

AGREEMENT FOR ENGINEERING SERVICES

This agreement, made by and between the **City of Tupelo**, located in **Lee County**, Mississippi, hereinafter referred to as the Owner, and Cook Coggin Engineers, Inc., a Mississippi corporation, hereinafter referred to as the Engineers.

The Owner intends to **renovate/modify the Central Pumping Station** and has employed the Engineers, who agree to perform the various professional engineering services required for the design and construction of the work, as stated herein;

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - PLANNING AND DESIGN ENGINEERING SERVICES

That the Engineers shall furnish Planning and Design Engineering Services as follows:

1. The Engineers will perform the necessary design investigations, accomplish the design and prepare the construction plans, specifications and contract documents. Design investigations will be limited to those required to perform the design and to prepare the plans and specifications.
2. The Engineers will prepare an opinion of probable cost based on the construction plans and specifications. However, since the Engineers have no control over the cost of labor, materials, equipment, services provided by others or over contractors' pricing methods, or over market conditions or competitive bidding, the opinion of probable cost will be based on the Engineers' professional experience and judgment; but the Engineers cannot and do not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by them.
3. Prior to the advertisement for bids, the Engineers will provide the necessary copies of plans, specifications, and contract documents for the Owner and the appropriate Federal, State, and local agencies from whom approval of the project must be obtained.
4. The Engineers will furnish additional copies of the plans, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but will charge the prospective bidders for such copies. After award of each contract, the Engineers will furnish the Owner the necessary contract documents for execution.

5. The Engineers will attend the bid opening, tabulate the bid proposals, make an analysis of the bids and furnish information for the Owner's use in awarding the contracts for construction. The notice of award and the notice to proceed shall also be prepared by the Engineers for execution by the Owner.

SECTION B - CONSTRUCTION ENGINEERING SERVICES

That the Engineers shall furnish Construction Engineering Services as follows:

1. The Engineers will provide general construction overview of the work of the Contractor as construction progresses by making site visits at intervals appropriate to the various stages of construction as the Engineers deem necessary, in order to observe as an experienced and qualified professional, the progress and quality of the Work. Such visits and observations are not intended to be exhaustive but rather shall consist of visual observation of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such overview shall not be relied upon by others as acceptance of the work, nor shall it be construed to relieve the Contractor in any way from his obligations and responsibilities under the construction contract.
2. The Engineers will review for general conformance with the design concept necessary shop and working drawings furnished by the Contractor.
3. The Engineers will provide bench marks and/or reference points to be used by the Contractor in staking the construction.
4. The Engineers will review the Contractor's estimates for progress and final payments.
5. The Engineers will make final review of the completed construction and provide a written record of such to the Owner.
6. The Engineers will prepare the summary change order.
7. The Engineers will provide the Owner with one set of record drawings. Record drawings will be developed from the construction plans based upon information provided by the Contractor. Because these drawings are based on unverified information provided by other parties which will be assumed to be reliable, the Engineers cannot and do not warrant their accuracy.

SECTION C- OWNER OBLIGATIONS

That Owner agrees to perform certain duties as follows:

1. The Owner shall provide access to and make all provisions for the Engineers to enter upon public and private lands as required for the Engineers to perform such work as

surveys and inspections in the development of the Project; and the Owner will indemnify the Engineers from any claims of trespass with respect thereto.

2. The Owner will provide property surveys, property plats and legal descriptions.
3. The Owner will negotiate for land rights and easements as necessary.
4. The Owner will provide topographies, soils investigations, environmental assessments, wetlands and flood plains determination as required.
5. The Owner will arrange for field and laboratory testing for quality control such as density and material tests as necessary.

SECTION D - COMPENSATION FOR PLANNING AND DESIGN SERVICES

That the Owner shall compensate the Engineers for planning and design engineering services based on a percentage of the Construction Contract Amount (Base Bid plus Additive Alternates, if any) as shown in Table I set forth in Attachment I which is attached hereto and made a part hereof by this reference.

The compensation for planning and design engineering services shall be payable in the following manner:

1. A sum equal to ninety-five percent (95%) of the total compensation for planning and design services based on the Engineers' Construction Cost Estimate (Base Bid plus Additive Alternates, if any) after completion and submission of the construction plans, specifications, cost estimates, and contract documents.
2. A sum equal to five percent (5%) of the total compensation for planning and design service based on Construction Contract Amount (Base Bid plus Additive Alternates, if any) immediately after the Engineers make recommendations for awarding the Contract.

Payment under this section will be adjusted after the construction contracts are awarded such that the aggregate of all sums paid to the Engineers under this section will not exceed 100% of the compensation determined on Construction Contract Amount (Base Bid plus Additive Alternates, if any).

If the work is bid in multiple projects or phases, each project or phase will be considered a separate project regarding compensation.

If the work is not let for public contract, compensation will be based on the Engineer's Construction Cost Estimate (Base Bid plus Additive Alternates, if any).

SECTION E - COMPENSATION FOR CONSTRUCTION ENGINEERING SERVICES

That the Owner shall compensate the Engineers for construction engineering services based on percentages of Total Actual Construction Cost as shown in Table II set forth in Attachment I.

The compensation for construction phase engineering services shall be paid on a periodic basis during the construction period based on percentage ratios identical to those approved by the Engineers as a basis upon which to make partial payments to the Contractor.

SECTION F - SPECIAL SERVICES

That, the Engineers shall furnish or obtain from others Special Services of the following types which will be paid for by the Owner as indicated below.

1. Planning and design engineering services in connection with change orders to reflect modifications of an ongoing project.
2. Services provided in conjunction with the Clearing House Environmental Reporting, Environmental Review Process and related reporting, which may include, but not limited to, Cultural Resource Survey; Preliminary Wetland Delineation....etc.
3. Provisions of topographies, soils investigations, environmental assessments, stormwater pollution prevention plans and permit applications, wetlands and flood plains determination.
4. Provision of property surveys, plats, descriptions of needed land and easement rights with maps or plans related thereto; assistance in negotiating for land and easement rights.
5. Provision of roadway and railroad permit applications and assistance in administration of permit requirements and making changes to active permits.
6. Preparing to serve or serving as a consultant or witness for the Owner in any litigation, arbitration, public hearing or other legal or administrative proceeding involving the Project.
7. Services associated with preparation of Anti-degradation Report and NPDES Permit Application.
8. Development of hydraulic assessments and/or hydraulic models and conducting hydraulic simulations to assess existing system deficiencies and to determine improvements needed to satisfy minimum regulatory requirements and/or system specific design criteria.
9. Design engineering services in connection with change orders to reflect modifications of the ongoing project.

10. Field and laboratory testing for quality control such as soil density and construction material tests.
11. Additional or extended services during construction made necessary by prolongation of the contract time of any prime contract by more than thirty days, or acceleration of the work schedule involving services beyond normal working hours.
12. Planning and design engineering services as set out under Section A to modify the construction documents for re-bid processes.
13. Services rendered in conjunction with start-up, operator training and preparation of operation and maintenance manuals.
14. Services in connection with preparing, re-formatting modifying or editing the construction documents for electronic or online bidding purposes.
15. Additional services in connection with the Project not otherwise provided for in this Agreement.

Payment for the special services specified in this section shall be based on the Special Services fee Schedule as set forth in Attachment II which is attached hereto and made a part hereof by reference. The Engineers will render to the Owner an itemized bill for such services.

SECTION G - GENERAL CONSIDERATIONS

1. The standard of care for engineering services performed or furnished by the Engineers under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Engineers make no warranties, express or implied, under this Agreement, or otherwise, in connection with the Engineers' services. The Engineers may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
2. The Engineers shall not at any time supervise, direct or have control over any contractor's work, nor shall the Engineers have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for any failure of any contractor to comply with laws and regulations applicable to the contractor's work.
3. The Engineers neither guarantee the performance of any contractor nor assume responsibility for any contractor's failure to furnish and perform work in accordance with the contract between the Owner and such contractor.
4. The Engineers have no authority to exercise any control over any construction contractor in connection with their health or safety precautions. The Engineers' construction

engineering services do not include any administration of jobsite safety which is the sole responsibility of the contractor. Any reference to safety in the contract document shall not create any duty of jobsite safety administration or oversight by the Engineers. Neither the professional activities of the Engineers, nor the presence of the Engineers at a jobsite shall relieve any contractor of their obligations and responsibilities for superintending or coordinating any health or safety precautions required by any regulatory agencies.

SECTION H - TERMINATION, ASSIGNMENT AND SPECIAL PROVISIONS

The Owner and the Engineers further agree to the following conditions:

1. Either the Owner or the Engineers may terminate this Agreement at any time with or without cause upon giving the other party 30 calendar day prior written notice. The Owner shall within 30 calendar days of termination pay the Engineers for services rendered and costs incurred to the date of termination in accordance with the compensation provisions of this contract.
2. The Owner acknowledges the Engineers' construction documents, including electronic files, as instruments of professional service. Nevertheless, the final construction documents (record drawings) prepared under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all monies due to the Engineers. The Owner shall not reuse or make any modification to the construction documents without the prior written authorization of the Engineers. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineers, its officers, directors, employees and subconsultants against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Owner or any person or entity that acquires or obtains the construction documents from or through the Owner without the written authorization of the Engineers.
3. The Engineers have not offered any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by the Engineers or any of the Engineers' consultants as a consequence of this Agreement.
4. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineers respectively and its partners, successors, assigns, and legal representatives. Neither the Owner nor the Engineers shall have the right to assign, transfer or sublet his interest of obligations hereunder without written consent of the other party.
5. This Agreement may be amended with mutual consent to conform to funding agency requirements.

6. In the use of pronouns throughout this agreement where appropriate, the singular shall include the plural, the plural the singular.

In witness whereof the parties hereto have made and executed this Agreement the _____ day of _____, 2019.

Owner: _____ City of Tupelo _____

By: _____

Jason Shelton, Mayor

Type Name & Title

Attest: _____

Kim Hanna, CFO

Type Name & Title

Engineer: Cook Coggin Engineers, Inc.

By: _____

John Mark Weeden, PE, Principal

Type Name & Title

Physical 71 East Troy Street
Address: Tupelo, MS 38804

Mailing 71 East Troy Street
Address: Tupelo, MS 38804

Phone: (662) 841-6513

FAX: (662) 840-2075

Email: Jason.shelton@tupeloms.gov

Physical 703 Crossover Road
Address: Tupelo, MS 38801

Mailing P. O. Box 1526
Address: Tupelo, MS 38801

Phone: (662) 842-7381

FAX: (662) 844-4564

Email: mweeden@cookcoggin.com

Attachment I

**COOK COGGIN ENGINEERS, INC.
ENGINEERING SERVICES FEES SCHEDULE**

AMOUNT	TABLE I	TABLE II
	PLANNING & DESIGN ENGINEERING SERVICES As a Percent of Construction Contract Amount (Base Bid plus Additive Alternates, if any)	CONSTRUCTION ENGINEERING SERVICES As a Percent of Total Actual Construction Cost
\$10,000	15.0	10.0
100,000	11.4	9.6
500,000	9.4	7.7
1,000,000	8.5	7.2
5,000,000	7.1	5.8
10,000,000	6.7	5.2
50,000,000	6.4	4.5

The fee for project cost falling between the figures shown in the table shall be interpolated to nearest one-tenth of one percent.

If the work is accomplished in phases requiring additional sets of contract documents, each phase is considered a new project for the purpose of determining compensation for planning, design and construction engineering services.

ENGINEER SERVICES FEE SCHEDULE

2019 PER DIEM RATES

<u>CLASSIFICATION</u>	<u>RATE</u>	<u>CHARGE</u>
Sr. Professional Engineer	\$166	per hour
Professional Engineer	\$134	per hour
Engineer Intern	\$95	per hour
Engineer	\$90	per hour
Professional Land Surveyor	\$116	per hour
Professional Geologist	\$130	per hour
Sr. Project Manager	\$128	per hour
Project Manager	\$116	per hour
Senior Civil Engineer Technician	\$72	per hour
Civil Engineer Technician	\$61	per hour
Sr. Designer	\$84	per hour
Designer	\$66	per hour
CADD (Operator)	\$46	per hour
Sr. Construction Administrator	\$96	per hour
Construction Administrator	\$82	per hour
Sr. Engineer's Representative	\$78	per hour
Engineer's Representative	\$58	per hour
Contract Administrator	\$76	per hour
Clerical	\$60	per hour
GIS Specialist	\$82	per hour
GPS/GIS Technician	\$75	per hour
Sr. Lab Technician	\$70	per hour
Field Technician	\$59	per hour
Lab Technician	\$45	per hour
Survey Crew Chief	\$72	per hour
Survey Crew Member	\$37	per hour
Boring Rig	\$130	per hour
Tank Climbing	\$134	per each
Passenger Vehicle Mileage	\$0.575	per mile
Boring Rig Mileage	\$2.00	per mile

Actual cost of special test and services of special consultants plus 15%

Rates are subjected to CPI adjustment annually.

2019 MATERIAL TESTING SERVICES FEE SCHEDULE

<u>Description</u>	<u>Unit Price</u>	<u>Unit</u>
<u>Soils/Aggregate Testing:</u>		
Laboratory Proctors	\$ 225.00	Each
Gradations (+10 Material)	\$ 90.00	Each
Gradations (-10 Material)	\$ 95.00	Each
Liquid/Plastic Limits	\$ 75.00	Each
Atterberg Limits (includes shrinkage limit)	\$ 100.00	Each
Nuclear Gauge Density Tests*	\$ 17.00	Each
Soil Cement Design	\$ 1500.00	Each
Soil Cement Cylinder Compression Test	\$ 50.00	Each
<u>Concrete Testing:</u>		
Concrete Testing* (Includes air content, slump, temperature and making concrete cylinders)		
Cylinder Compression Test	\$ 34.00	Each
Cylinder Compression Test with Tracking	\$ 36.00	Each
Beam Flexural Test	\$ 40.00	Each
<u>Asphalt Testing:</u>		
HMA Mix Properties (Includes asphalt content, percent moisture, extraction & gradation, percent air voids & VMA)	\$ 440.00	Each
Field Testing:		
Nuclear Gauge Density Tests*	\$ 17.00	Each
Density and Thickness of Cores*	\$ 31.00	Each
Cationic Emulsions:		
Saybolt Furol Viscosity & Residue by Evaporation	\$ 400.00	Each
Anionic Emulsions:		
Saybolt Furol Viscosity & Residue by Evaporation	\$ 300.00	Each

2019 Material Testing Services Fee Schedule (Continued)

Travel:

Mileage - Passenger Vehicle	\$ 0.575	Per Mile
Boring Rig	\$ 2.00	Per Mile

Equipment Time:

Boring Rig**	\$ 130.00	Per Hour
Asphalt Coring Rig**	\$ 65.00	Per Hour

Technician Time:

Professional Geologist	\$ 130.00	Per Hour
Sr. Lab Technician	\$ 70.00	Per Hour
Lab Technician	\$ 45.00	Per Hour
Field Technician	\$ 59.00	Per Hour

* Additional charges for Personnel Time and Travel apply.

**** 4-hour Minimum plus Personnel Time and Travel apply.**

Tests conducted and reported per applicable ASTM or AASHTO standards.
Rates are subject to adjustment annually.

2019 REIMBURSABLE EXPENSE SCHEDULE

Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8" x 11" Copies/Impressions (B&W)	\$ 0.25 /page
8" x 11" Copies/Impressions (Color)	\$ 1.00/page
11" x 17" Copies/Impressions (B&W)	\$ 0.50/page
11" x 17" Copies/Impressions (Color)	\$ 2.00/page
Larger Format Drawings (B&W)	\$ 0.75/sq. ft.
Larger Format Drawings (Color)	\$ 3.00/sq. ft.

Air Transportation at cost

Meals and Lodging at cost

Rates indicated do not include any applicable personnel related expenses.
Reimbursable Expenses are subject to review and adjustment annually.

Mandatory Addendum to
All City of Tupelo Contracts
June 2015

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op.; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op.,

Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO. (CITATION NEEDED.)
10. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
11. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
13. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
14. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
15. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to:
(a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

16. In compliance with the Mississippi Accountability and Transparency Act of 20058, all payments made by TUPELO will be posted on a public website _____. The information posted will include: the date of payment, vendor name, vendor's city and state and the payment amount. The release of any such information supersede any applicable non-disclosure or confidentiality obligations of TUPELO.
Miss. Code Ann. §§ 27-104-151 to 159.
17. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act. Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.
18. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act.
Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.
19. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away one successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).
20. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1
21. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.
MS AG Ops. 2012-00013



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

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

July 11, 2019

Mayor Jason Shelton and Council of the City of Tupelo
City of Tupelo
Tupelo, Mississippi 38801

Dear Mayor Shelton and Council Members:

I respectfully request your approval of the attached bad debt write off for the Tupelo Water & Light Department. The bad debt amount represents 0.0014% of the total revenue for the period of January 2018 thru June 2018.

If you have any questions please call upon me. Thank you for your attention and cooperation in this matter.

Yours very truly,

TUPELO WATER & LIGHT DEPARTMENT

Johnny N. Timmons

Johnny N. Timmons
Manager

Attachment

**TUPELO WATER & LIGHT
CUSTOMER SERVICE AND COLLECTIONS**

BAD DEBT (Transfer to Bad Debt File)

For Period – JANUARY 2018 – JUNE 2018

TOTAL REVENUE FOR THE PERIOD

<u>ELECTRIC</u>	<u>WATER & SEWER</u>	<u>SANITATION</u>	<u>TOTAL REVENUE</u>
\$ 25,913,719.00	\$ 6,041,360.22	\$1,670,398.31	\$33,625,477.53

**TOTAL UNPAID ACCOUNTS FOR THE PERIOD COMBINED ALL SERVICES ON CMB
EL,WT,SW,SA**

\$ 48,364.14

TOTAL UNPAID ACCOUNTS FOR THIS PERIOD

<u>ELECTRIC</u>	<u>WATER & SEWER</u>	<u>SANITATION</u>	<u>TOTAL BAD DEBT</u>
\$37,240.39	\$8,221.90	\$2,901.85	\$48,364.14

PERCENTAGE OF LOSS = 0.0014%

				TUPELO WATER & LIGHT DEPARTMENT BAD DEBT LEDGER & FRANKLIN COLLECTION				
JANUARY 2018								PAGE 1
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing City/State/Zip	Amount		
217984-117514	1/2/2018	TIFFANY L LAWRENCE	1204 FRANCIS SQ	178 MAIN ST	GUNTOWN, MS 38849	523.91		
200176-128524	1/5/2018	KIERA N COLEMAN	1321 THE GLEN APT R- 14	306 E MAIN ST PO BOX 23	OKOLONA, MS 38860	3.05		
203585-129098	1/5/2018	COURTNEY D DOBBS	2700 W PARKWAY TERRACE APT 69	500 COX ST	AMORY, MS 38821	151.75		
203563-103680	1/9/2018	RENAE R SHUMPERT	2700 W PARKWAY TERRACE APT 86	150 TEXAS AVE	TUPELO, MS 38801	130.49		
205130-105158	1/10/2018	ALONZA SYKES	412 VERONA- PLANTERSVILLE	PO BOX 1161	VERONA, MS 38879	1249.58		
222346-121728	1/10/2018	JONATHAN RAINES	100 A MICKEY LN	100 A MICKEY LN	BELDEN, MS 38826	278.90		
222357-121740	1/10/2018	MICHAEL BRITT	120 B MICKEY LN	1937 PECAN MEADOWS DR	SOUTHAVEN, MS 38671	627.99		
204174-104230	1/10/2018	KEVIN EDWARDS	981 DIXIE CREEK RD	PO BOX 920	SALTILLO, MS 38866	1107.04		
222352-121736	1/10/2018	ALMA RUIZ	108 A MICKEY LN	108 A MICKEY LN	BELDEN, MS 38826	479.93		
222354-121737	1/10/2018	BRAYDEN PALMER	116 A MICKEY LN	116 A MICKEY LN	BELDEN, MS 38826	470.23		
222355-121738	1/10/2018	CASEY G JONES	116 B MICKEY LN	2511 SAVERY DR	TUPELO, MS 38804	431.89		
200799-100856	1/11/2018	VERVONE SPRINGER	1240 BOGGAN DR	3369 BEASLEY DR	TUPELO, MS 38801	104.91		
203526-127661	1/11/2018	PHILLIS M NICHOLS	2700 W PARKWAY TERRACE APT 122	2700 W MAIN ST APT 122	TUPELO, MS 38801	308.28		
212580-112251	1/11/2018	JOE T RUFF	1510 PRESLEY CIR	1510 PRESLEY CIR	TUPELO, MS 38804	382.63		
213523-113236	1/11/2018	BROOKS MCNUITT	618 HIBNER ST	618 HIBNER ST	TUPELO, MS 38804	380.77		
201641-101686	1/12/2018	BRITTANY D PRUDE	505 EXCHANGE	2022 LEE LINE RD	TUPELO, MS 38801	200.87		
200521-100590	1/18/2018	MARTHA A BABBITT	201 MILFORD CHATEAU ROYALE 84	201 MILFORD ST APT 84	TUPELO, MS 38801	153.90		
200855-128023	1/18/2018	DARIUS S REED	1. PRESIDENTS GATE APT A-25	939 LAWNDALE DR APT A-25	TUPELO, MS 38801	193.67		

ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount PAGE 2
219042-118532	1/18/2018	GLORIA ESTES	496 CHESTERVILLE	447 JOHNSON AVE	MONROEVILLE, AL 36460	111.56
221173-129731	1/18/2018	JAMMIE L WHITTMORE	3794 FAIR OAKS	3794 FAIR OAKS DR	BELDEN, MS 38826	88.26
201606-101653	1/18/2018	TORNESHIA L GREYER	1910 NELLE ST	1350 HAZELWOOD DR APT 118	MURFREESBORO, TN 37130	214.58
200199-100231	1/18/2018	TANESHIA N KEY	1321 THE GLEN APT S- 2	PO BOX 3594	TUPELO, MS 38803	278.75
209359-109270	1/19/2018	RODRECUS A ZINN	420 CANAL ST	420 CANAL ST	TUPELO, MS 38804	66.62
208825-102765	1/19/2018	LATONYA D BROWN	424 1/2 A N GREEN ST	424 1/2 A N GREEN ST	TUPELO, MS 38804	490.23
212791-128053	1/20/2018	MONTOYA L EVANS	699 VISTA RIDGE APT 1202	699 NATION HILLS DR APT 1202	TUPELO, MS 38804	61.36
212794-130174	1/22/2018	LAZARUS D HAYNES	699 VISTA RIDGE APT 1214	246 PROJECT ST	ABERDEEN, MS 39730	50.09
215818-115385	1/22/2018	SAM'S SOUTHERN EATERY C/O HANY ELBAHSON	831 S GLOSTER ST	831 S GLOSTER ST	TUPELO, MS 38801	1588.03
212897-112588	1/22/2018	DIAGO E VINET	1739 NORTHWOOD DR	1739 NORTHWOOD DR	TUPELO, MS 38804	1105.59
214726-129671	1/23/2018	MARIO SOPINO	1505 GUN CLUB RD	1505 GUN CLUB RD	TUPELO, MS 38801	90.85
211999-111818	1/23/2018	FRANCIS L COLEMAN	582 N GREEN ST RIGHT SIDE	PO BOX 1243	VERONA, MS 38879	107.61
210346-129209	1/23/2018	RODNEY D JOHNSON	1622 S FEEMSTER LAKE APT 2	PO BOX 1903	VERONA, MS 38879	47.38
221990-121413	1/25/2018	KATHERINE P PAYNE	2430 WENDOVER	313 C S GLOSTER ST	TUPELO, MS 38801	21.27
200222-100255	1/26/2018	ROSALIND L JOHNSON	1321 THE GLEN APT Q- 11	1321 IDA ST APT I-2	TUPELO, MS 38801	31.99
212407-112109	1/29/2018	MARY A WILLIAMS	1613 N GREEN ST	1635 LOCKRIDGE ST APT 1	TUPELO, MS 38804	209.05
		TOTALS.....				11743.11

		TUPELO WATER & LIGHT DEPARTMENT BAD DEBT LEDGER & FRANKLIN COLLECTION		
				PAGE 3
FEBRUARY 2018				
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address CityStateZip Amount
200250-129269	2/1/2018	ANGELA J BANKS	1321 THE GLEN APT P-13 DR	119 FLORENCE CARR DR TUPELO, MS 38801 143.09
200330-130126	2/1/2018	TERRY G HARLOW	KIRKWOOD APTS APT 130	202 MILFORD ST APT 130 TUPELO, MS 38801 47.09
201672-129362	2/1/2018	THOMAS T CROWLEY	508 OAK CREEK APT 7	191 GROVE ST WEST POINT, MS 39773 54.69
203583-128562	2/1/2018	CLIFTON C MULLINS	2700 W PARKWAY TERRACE APT 70	1507 REED TUPELO, MS 38801 160.57
201278-101316	2/2/2018	DAUDRAY A GILLARD	1507 REED	1507 REED TUPELO, MS 38801 458.09
201607-129933	2/2/2018	DEBORAH C LYLES	1908 NELLE ST	PO BOX 101 PLANTERSVILLE, MS 38862 214.97
201650-127684	2/2/2018	TERRY D CLARK	1907 BELLA VISTA DR	1907 BELLA VISTA DR TUPELO, MS 38801 551.48
213622-128284	2/2/2018	BRANDON C BULLOCK	1208 B PARKWOOD DR	1208 B PARKWOOD DR TUPELO, MS 38804 251.70
220260-119753	2/2/2018	DERICE S LAMBERT	2816 EVANS CIR	2816 EVANS CIR TUPELO, MS 38801 263.81
220633-128109	2/2/2018	JOSHUA J AGNEW	119 S GARRISON ST	119 S GARRISON ST TUPELO, MS 38801 163.41
201309-101348	2/5/2018	JUANITA DOUGLAS	1518 BOGGAN DR	SHANNON, MS 38868 243.75
201326-113334	2/5/2018	JENNIFER M IVY	1523 CENTRAL AVE	107 DOGWOOD AVE SALTILLO, MS 38866 269.07
202463-102571	2/5/2018	BRENDA L DOSS	2305 MILSAPS ST	125 TUPELO AVE APT B NETTLETON, MS 38858 199.74
204847-104905	2/5/2018	KAREN LONG	1031 C GREEN TEE RD	3004 MOORE AVE TUPELO, MS 38801 73.00
210380-110224	2/5/2018	SUSAN M SMITH	1919 / B BRIAR RIDGE RD	1919 / B BRIAR RIDGE RD TUPELO, MS 38804 459.09
202425-102532	2/6/2018	CYNTHIA H WOOD	615 TROUT	615 TROUT TUPELO, MS 38801 699.19
207141-129387	2/6/2018	CHARLES C HARPER	2715 WOODDALE DR	2715 WOODDALE DR TUPELO, MS 38801 199.20

ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount PAGE 4
208161-130011	2/6/2018	LAKEN S HUTCHESON	611 W MAIN ST COURT YARD APTS 22	611 W MAIN ST APT 22	TUPELO, MS 38804	45.02
220458-119947	2/6/2018	MARCUS L WILLIAMS	3353 ROBERT KENNEDY DR	3353 ROBERT KENNEDY DR	TUPELO, MS 38801	172.06
202670-102783	2/7/2018	RHONDA L TIMMS	109 S FOSTER ST	6119 KENTWOOD DR	KANNAPOLIS, NC 28081	370.71
205412-105451	2/9/2018	KEYADDAH S GIBSON	915 ONE D VILLE APT 121 121	915 GARFIELD ST APT 121	TUPELO, MS 38801	172.12
205785-105833	2/9/2018	AUTUMN R SODERSTROM	1015 MCKINLEY	40 STARLING RD	MANTACHIE, MS 38855	198.05
206383-106428	2/9/2018	TRAKISHA J ROGERS	1304 ERIN DR	1304 ERIN DR	TUPELO, MS 38801	561.20
207237-107273	2/9/2018	SHANTON T CLAY	909 WILLIAMS ST APT 1	2513 SHELTON DR	TUPELO, MS 38804	105.11
207292-107330	2/9/2018	PAUL M ODLE	2866 SOUTHERN HEIGHTS RD	1407 MAY WHITE RD	CLEVELAND, GA 30528	127.02
207879-113268	2/9/2018	VIRGINIA L WEAVER	520 1/2 MAPLE ST	118 CECIL RD	VERONA, MS 38879	38.89
220631-128171	2/12/2018	VANITY TALLIE	117 S GARRISON DR	PO BOX 731	VERONA, MS 38879	7.03
209190-109273	2/14/2018	LATOYA M WHITE	642 ALLEN ST	642 ALLEN ST	TUPELO, MS 38804	1407.24
210158-129855	2/16/2018	DAVION J HIGH	401 RUTLAND DR	114 MATTHEW ST	TUPELO, MS 38801	117.10
210311-110146	2/16/2018	BALFOUR RUFF JR	826 S FEEMSTER LAKE RD	826 S FEEMSTER LAKE RD	TUPELO, MS 38804	226.26
209753-109272	2/20/2018	KENYATA J WHITE	97 A PAULINE ST	97 A PAULINE ST	TUPELO, MS 38804	578.81
213378-129187	2/21/2018	PRINCESS N SHUTES	1602 LOCKRIDGE APT 3	2268 NUNNELEE AVE	MEMPHIS, TN 38127	9.43
213365-101361	2/22/2018	MONICA S JONES	1610 N GREEN APT 1	1610 N GREEN ST APT 1	TUPELO, MS 38804	54.43
201757-128100	2/26/2018	ASIASAQUARIOUS O ROBE	508 OAK CREEK APT 83	508 LUMPKIN AVE APT 83	TUPELO, MS 38801	28.57
207235-102038	2/26/2018	SHARON M CHANDLER	911 WILLIAMS ST APT 2	911 WILLIAMS ST APT 2	TUPELO, MS 38801	69.39
		TOTALS.....				8740.38

			TUPELO WATER & LIGHT DEPARTMENT			
			BAD DEBT LEDGER & FRANKLIN COLLECTION			
MARCH 2018						PAGE 5
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount
217132-116678	3/1/2018	JACQUELINE L JONES	101 BRIARWOOD CIR	5063 SANDALWOOD DR	GRAND BLANC, MI 48439	0.29
201586-101636	3/2/2018	CHRISTINE SULLIVAN	208 ROOSEVELT	208 ROOSEVELT	TUPELO, MS 38801	1014.49
200466-128309	3/2/2018	GINGER R WILLIAMS	201 MILFORD CHATEAU ROYALE 32	201 MILFORD ST APT 32	TUPELO, MS 38801	53.24
207123-129497	3/2/2018	DAKOTA M KIMBLE	2724 WOODDALE DR	2724 WOODDALE DR	TUPELO, MS 38801	111.49
220886-128568	3/2/2018	LARRY T BOSTICK	2562 LAKESHIRE DR	2562 LAKESHIRE DR	TUPELO, MS 38804	87.98
200464-129471	3/5/2018	HECTOR M MORALES	201 MILFORD CHATEAU ROYALE 31	201 MILFORD ST APT 31	TUPELO, MS 38801	295.97
211983-112912	3/5/2018	TANESHIA S KING	505 PERRY AVE	505 PERRY AVE	TUPELO, MS 38804	182.87
212579-112250	3/6/2018	PRESLEY RILEY	1508 PRESLEY CIR	1508 PRESLEY CIR	TUPELO, MS 38804	801.59
220629-129268	3/7/2018	AMBER S MCALISTER	168 W GARRISON ST	168 W GARRISON ST	TUPELO, MS 38801	72.00
200413-129584	3/7/2018	KELLY N WITCHER	KIRKWOOD APTS APT 234	202 MILFORD ST APT 234	TUPELO, MS 38801	102.28
200737-100807	3/8/2018	ESTELLA F GILBERT	106 MILFORD	106 MILFORD	TUPELO, MS 38801	420.17
221040-120487	3/9/2018	HOLLIS N BRECHEEN	2926 WESTRIDGE RD APT B	2926 WESTRIDGE RD APT B	TUPELO, MS 38801	61.61
201425-125483	3/9/2018	DESTINEE J MOONEYHAN	121 TEDFORD	121 TEDFORD	TUPELO, MS 38801	213.36
217765-130129	3/9/2018	ALEX RAY HARRIS	1504 RAYMOND	1504 RAYMOND ST	TUPELO, MS 38804	314.42
205482-105530	3/12/2018	ETIENNE B LEWIS	1009 PIERCE	1009 PIERCE	TUPELO, MS 38801	485.92
202262-102358	3/12/2018	MICHELLE L ROGERS	2313 WOODS ST	2313 WOODS ST	TUPELO, MS 38801	1174.16
208965-129577	3/12/2018	RONNIE D BOLSTON	507 JEFFERSON ST APT 1	507 JEFFERSON ST APT 1	TUPELO, MS 38804	605.88

ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing City/State/Zip	Amount PAGE 6
200768-129227	3/12/2018	MEGAN D BROWN	125 LAWDALE DR	125 LAWDALE DR	TUPELO, MS 38801	479.11
207220-107254	3/12/2018	JAMES E PAGE	3304 S GREEN ST	1555 CR 180	BLUE SPRINGS, MS 38828	965.96
215740-115316	3/12/2018	T & T PLATING/THOMAS R TOWNER	2348 S GREEN ST	1065 CR 197	BLUE SPRINGS, MS 38828	727.07
208862-128398	3/12/2018	TRAVIS L BRIDGES	431 GREEN ST APT A SOUTH SIDE	431 GREEN ST APT A	TUPELO, MS 38804	189.79
214194-113899	3/12/2018	WENDY A SIMPSON	1516 LEIGHTON DR	PO BOX 116	MARION, MS 39342	111.92
210387-130102	3/13/2018	CONSTANCE N BOGAN	1554 S FEEMSTER LAKE APT 3	1554 S FEEMSTER LAKE RD APT 3	TUPELO, MS 38804	230.94
205397-105436	3/13/2018	RITA M RUTHERFORD	915 ONE D VILLE APT 35	2827 BEASLEY DR	TUPELO, MS 38801	57.49
209410-129958	3/13/2018	WILLIE SWINGRUM	305 CANAL ST	305 CANAL ST	TUPELO, MS 38804	476.48
216485-116003	3/13/2018	LISA R GATHINGS	714 A ROBINDALE DR	714 A ROBINDALE DR	TUPELO, MS 38801	565.60
208747-106556	3/14/2018	SHEKEA STEPHENS	460 N BROADWAY ST	826 CAMPGROUND RD	PONTOTOC, MS 38863	108.09
208865-108751	3/14/2018	CHRISTIE D WELLS	421-423 N GREEN ST	PO BOX 988	VERONA, MS 38879	66.77
213430-129252	3/15/2018	JEFFREY B CHAMBERS	1011 BLAIR ST APT B	623 W MAIN ST STE 28	TUPELO, MS 38804	33.95
209363-109242	3/16/2018	BRITTNEY M SMITH	909 HIGH ST	909 HIGH ST	TUPELO, MS 38804	522.59
210401-110248	3/19/2018	STEVEN J WRIGHT	1572 S FEEMSTER LAKE APT 17	1097 ROAD 503	GUNTOWN, MS 38849	385.79
203009-103121	3/20/2018	HEART MEDIA	5026 CLIFF GOOKIN BLVD S SUITE A	20880 STONE OAK PKWY	SAN ANTONIO, TX 78258	1533.67
204116-104181	3/20/2018	FRANCHESKIA L PANNELL	138 HORN LN	1251 FLOYD RD	BELDEN, MS 38826	444.66
201361-101406	3/20/2018	BENJAMIN F ANDERSON	307 N HIGHLAND DR	670 CR 821	SALTILLO, MS 38866	249.72
222549-129954	3/22/2018	AUSTIN R MCNEELY	114 GRAND OLE OAKS APT 7	245 FAIRWAY LN	SAVANNAH, TN 38372	19.11
213809-113512	3/23/2018	RIKEDRA C CONNER	1801 HOLMES ST EAST SIDE	1801 HOLMES ST EAST SIDE	TUPELO, MS 38801	264.15
220656-120143	3/23/2018	KIMBERLY M REED	106 TOMLINSON DR	106 TOMLINSON DR	TUPELO, MS 38801	31.97
220494-119988	3/23/2018	KUWANNA L BROWN	118 E GARRISON ST	118 E GARRISON ST	TUPELO, MS 38801	116.77

ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount PAGE 7
201378-101422	3/27/2018	RAFAEL B CRUZ	1707 FORREST ST	2238 WOODS ST	TUPELO, MS 38801	54.19
201154-129647	3/27/2018	TASHARE M RAMSEY	1525 MEADOW CREEK APT 261	612 RANDOLPH ST	RACINE, WI 53404	24.35
213603-118411	3/28/2018	KIMBERLY A CARREL	1162 WOODLAWN ST	1162 WOODLAWN ST	TUPELO, MS 38804	248.13
219064-130378	3/28/2018	PATRICIA S OLIVER	197 SUNRISE DR	197 SUNRISE DR	TUPELO, MS 38801	235.87
		TOTALS.....				14141.86

			TUPELO WATER & LIGHT DEPARTMENT			
			BAD DEBT LEDGER & FRANKLIN COLLECTION			
APRIL 2018						PAGE 8
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing City/State/Zip	Amount
210400-110245	4/2/2018	FELICIA N COPELAND	1572 S FEEMSTER LAKE APT 16	117 CR 541	GUNTOWN, MS 38849	10.47
200091-100111	4/4/2018	TYRON A THORNTON	1321 THE GLEN APT G-6	PO BOX 664	TUPELO, MS 38802	0.10
217764-117314	4/4/2018	DEWAYNE PENSON	1505 RAYMOND ST	575 E MAIN ST	BALDWIN, MS 38824	89.21
201009-128026	4/6/2018	VANITY S SYKES	PRESIDENTS GATE APT F- 14	929 LAWNSDALE DR APT F-14	TUPELO, MS 38801	616.23
212753-130068	4/6/2018	ILENE H LEE	699 VISTA RIDGE APT 816	238 A WEST RD	TUPELO, MS 38801	39.77
203443-103549	4/6/2018	MICHAEL D ALLRED	2500 HAMPTON	5636 CHESTERVILLE RD	TUPELO, MS 38801	238.48
201393-129483	4/6/2018	JAMES M ROSS	1410 FORREST ST	1410 FORREST ST	TUPELO, MS 38801	598.64
205765-129333	4/9/2018	STELLA L BASKIN	1009 COOLIDGE	1009 COOLIDGE DR	TUPELO, MS 38801	356.03
212374-112076	4/10/2018	WILLIE G HADLEY	507 HENDERSON	507 HENDERSON	TUPELO, MS 38804	1.03
207448-107491	4/11/2018	SANDRA J PRUITT	1105 BICKERSTAFF RD	2690 MCCULLOUGH BLVD APT 613	BELDEN, MS 38826	141.61
208171-129210	4/12/2018	BRETT N EMISON	126 S MADISON GARDEN APT 4	564 FAWN GROVE RD	MANTACHIE, MS 38855	38.84
210413-100939	4/13/2018	JABARI N WHITE	1518 S FEEMSTER LAKE APT 9	1518 S FEEMSTER LAKE RD APT 9	TUPELO, MS 38804	146.71
209590-130449	4/13/2018	EVA M SHOPE	907 MERCER ST APT A	907 MERCER ST APT A	TUPELO, MS 38804	172.65
200448-129554	4/13/2018	TRACEY L WOLFE	201 MILFORD CHATEAU ROYALE 19	201 MILFORD ST APT 19	TUPELO, MS 38801	333.62
205400-105439	4/13/2018	DEVIN LINDSEY	915 ONE D VILLE APT 32	915 GARFIELD ST APT 32	TUPELO, MS 38801	626.53
210817-110681	4/13/2018	DAWN E JOHNSON	1505 N HILLSDALE DR	1505 N HILLSDALE DR	TUPELO, MS 38804	75.00

ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount PAGE 9
203309-129441	4/17/2018	JENNIFER M HENDERSON	301 S THOMAS ST	3313 WHEAT AVE	DECATUR, AL 35603	272.07
217144-127814	4/18/2018	ERIC D FULLER	113 BRIARWOOD CIR	113 BRIARWOOD CIR	TUPELO, MS 38804	31.11
202141-102238	4/19/2018	TAMESHA C DAVIS	2103 RASBERRY	121 HAYES DR	TUPELO, MS 38801	270.95
212340-112042	4/20/2018	RAYFORD A CURTIS	1503 DEBRO	1503 DEBRO	TUPELO, MS 38804	15.41
217140-117385	4/20/2018	HOLLEY K GALLOWAY	102 BRIARWOOD CIR	102 BRIARWOOD CI	TUPELO, MS 38801	54.85
201123-101171	4/23/2018	MARY L MEDLOCK	AZALEA 1410 IDA ST APT 85	1410 IDA ST APT 85	TUPELO, MS 38801	110.29
200868-101104	4/27/2018	JAMES T MABRY	PRESIDENTS GATE APT A- 37	936 LAWNDALE DR APT A-37	TUPELO, MS 38801	369.22
201775-128645	4/27/2018	CHRISTOPHER M JONES	405 WESTWOOD APT 16	405 LUMPKIN AVE APT 16	TUPELO, MS 38801	71.46
217742-100562	4/27/2018	VALERIE S PETTY	1609 JOYNER AVE	1609 JOYNER AVE	TUPELO, MS 38804	67.58
201067-101109	4/27/2018	MELBRA D BELL	PRESIDENTS GATE APT A- 65	2637 OLD HAPEVILLE RD SW APT 36-F	ATLANTA, GA 30315	589.29
200952-100983	4/27/2018	ABRIA S RUFF	PRESIDENTS GATE APT C- 11	926 LAWNDALE C-11	TUPELO, MS 38801	250.73
TOTALS.....						5587.88

[illegible]

ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount PAGE 11
218902-128814	5/25/2018	KIMBERLY S JOHNSON	2288 CHESTERVILLE RD	2288 CHESTERVILLE RD	TUPELO, MS 38801	0.82
218582-128080	5/29/2018	AMANDA M COOK	905 SPRUCE ST	905 SPRUCE ST	TUPELO, MS 38801	126.59
201962-100146	5/29/2018	DEASIA L CAMPBELL	308 LAKEVIEW DR	1400 HERRINGTON RD APT 9304	LAWRENCEVILLE, GA 30043	1.99
202472-129960	5/29/2018	TRAVONTAE S MARION	501 S FOSTER ST	501 S FOSTER ST	TUPELO, MS 38801	454.75
		TOTALS.....				2288.82

TUPELO WATER & LIGHT DEPARTMENT						
BAD DEBT LEDGER & FRANKLIN COLLECTION						
JUNE 2018						PAGE 12
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount
200855-128856	6/1/2018	MARKEE C SMITH	PRESIDENTS GATE APT A-25	299 CR 6538	SALTILLO, MS 38866	62.89
220370-119861	6/1/2018	SEDINA N HARPER	3334 BROOKS ST	PO BOX 463	CALHOUN CITY, MS 38916	79.03
202595-102704	6/1/2018	PAMELA P COPELAND	2108 ENGLEWOOD	2108 ENGLEWOOD	TUPELO, MS 38801	108.31
201615-101663	6/1/2018	FLESHI A TUCKER	1839 NELLE ST	PO BOX 4175	TUPELO, MS 38802	126.19
200245-101046	6/1/2018	VALERIE Y GATES	1321 THE GLEN APT O-7	1321 IDA ST APT O-7	TUPELO, MS 38801	174.92
200679-128302	6/1/2018	TERRY C HARRIS	1224 CENTRAL AVE	1224 CENTRAL AVE	TUPELO, MS 38801	409.82
213877-113580	06/04/2018	TOMMY E VENSON	601 LUMPKIN AVE	601 LUMPKIN AVE	TUPELO, MS 38801	196.24
202653-128787	6/7/2018	RHONDA L WITHERSPOON	408 S FOSTER DR	198 MARTIN LUTHER KING DR	TUPELO, MS 38801	0.03
204119-104184	6/7/2018	KENNIE K WALKER	117 TUTOR DR	117 TUTOR DR	SALTILLO, MS 38866	65.76
205245-105279	6/7/2018	LATASHA E THOMAS	918 HARRISON	2610 5TH AVE N	COLUMBUS, MS 39701	182.63
202667-102779	6/7/2018	LATASHA J METCALF	205 S FOSTER ST	205 S FOSTER ST	TUPELO, MS 38801	519.29
206751-101997	6/8/2018	BRANDI DURHAM KOHLHEIM	2944 S SOUTH PARK APT 112	PO BOX 112	TUPELO, MS 38802	3.90
202409-102515	6/8/2018	LAUREN B ARMSTRONG	606 ANDERSON ST	PO BOX 1571	SALTILLO, MS 38866	51.84
205279-130232	6/8/2018	ADRIENNE N SNEED	915 TAYLOR ST	915 TAYLOR ST	TUPELO, MS 38801	54.76
208825-127898	6/8/2018	TAQUAWANA L WOODS	424 1/2 A N GREEN ST	424 1/2 N GREEN ST A	TUPELO, MS 38804	153.42
213713-113417	6/12/2018	CATHY R DAVIS	330 RANKIN BLVD	330 RANKIN BLVD	TUPELO, MS 38804	7.36
200110-100131	6/12/2018	CHASTITY A DANIEL	1321 THE GLEN APT H-11	3105 MONTCLAIR DR	TUPELO, MS 38801	85.36
208689-108601	6/12/2018	MICHAEL L JONES	443 N SPRING ST	1513 FOOTE ST APT F	CORINTH, MS 38834	376.70
209334-109213	6/13/2018	CRUZ M BROWN	525 BROWN ST	525 BROWN ST	TUPELO, MS 38804	277.25
201559-101605	6/14/2018	VASHAUN R DYKES	122 A HARRISBURG LNDG	824 ELVIS PRESLEY DR	TUPELO, MS 38804	54.81
201170-101217	6/15/2018	ERICA L BERRY	1521 MEADOW CREEK APT 248	PO BOX 3504	TUPELO, MS 38803	101.76

200480-100538	6/15/2018	CELIA W DAUGHERTY	201 MILFORD CHATEAU ROYALE 43	201 MILFORD ST APT 43	TUPELO, MS 38801	PAGE 13
212260-111997	6/15/2018	SHIRLEY L KING	502 BARNES ST	2030 CHARLES ST	LAFAYETTE, IN 47904	175.08
200450-108905	6/18/2018	MICHAEL J LANGLEY	201 MILFORD CHATEAU ROYALE 20	963 HWY 32 W	HOULKA, MS 38850	26.94
209093-108983	6/19/2018	GLENDIA J RILEY	630 WALNUT ST	630 WALNUT ST	TUPELO, MS 38804	802.45
213410-129592	6/21/2018	ALASAYA T TIGGS	1615 LOCKRIDGE APT 1	1615 LOCKRIDGE ST APT 1	TUPELO, MS 38804	115.94
213475-113187	6/21/2018	LACHELL N MCNAIR	500 CLAYTON AVE	104 ISSAC DR	TUPELO, MS 38801	127.23
206133-106181	6/22/2018	KARONDA L HARRIS	813 SHUMACOLA TRL	12041 BEAVERWOOD DR	CHESTERFIELD, VA 23832	76.60
214253-113959	6/22/2018	TONY F SANSONE	1708 SUSANNE CIR	907 LINCOLN DR	TUPELO, MS 38801	212.30
201766-101837	6/27/2018	BILLY W RANDLE	508 OAK CREEK APT 92	24 HICKORY RIDGE RD	WEST POINT, MS 39773	114.47
213674-113386	6/28/2018	TEQUELLA S HUNT	1114 W JACKSON ST	699 NATION HILLS DR 514 1	TUPELO, MS 38804	169.62
200391-130344	6/29/2018	GALAL M FADLALLAH	KIRKWOOD APTS APT 244	831 S GLOSTER ST	TUPELO, MS 38801	2.31
201709-101768	6/29/2018	KALA S INGRAM	508 OAK CREEK APT 36	508 LUMPKIN APT 36	TUPELO, MS 38801	50.56
221707-128579	6/29/2018	DANNY R HAWKINS	946 BISSELL RD	946 BISSELL RD	TUPELO, MS 38801	114.52
201381-101425	6/29/2018	TOMEKI L WARLUCK	1708 FORREST ST	1708 FORREST ST	TUPELO, MS 38801	196.11
200498-129589	6/29/2018	RENEE S CLARK	201 MILFORD CHATEAU ROYALE 61	201 MILFORD ST APT 61	TUPELO, MS 38801	217.07
		TOTALS				5862.09

CITY OF TUPELO



REQUEST FOR PROPOSALS

2019-015 PW

**SOLID WASTE COLLECTION,
REMOVAL, DISPOSAL, AND RECYCLING**

REQUEST FOR PROPOSALS

2019-015 PW

City of Tupelo, Mississippi

REQUEST FOR PROPOSALS (hereinafter "RFP")

Description: Solid Waste Collection, Removal, Disposal and Recycling

Solid Waste RFP Deadline: 4:00 p.m. July 11, 2019

PURPOSE:

The City of Tupelo, Mississippi (hereinafter "the CITY") is requesting and accepting, pursuant to Miss. Code Anno. Sections 17-17-5 (1) and 31-7-3 (m) (xxii) (1972 as amended) (hereinafter "State Law") and City of Tupelo Code of Ordinances Chapter 23.5 – "Solid Waste Collection, Removal and Disposal" (hereinafter "the Ordinance" as amended April 16, 2019), competitive sealed proposals from vendors to provide services related to the collection, removal, disposal and recycling of solid waste generated by the residential and governmental sectors within the City of Tupelo's corporate boundaries. These include residential customer-single unit; and residential customer--multi-unit/family/apartment and Governmental Sector Solid Waste (City Commercial Sites).

GENERAL INSTRUCTIONS:

Use of RFP Procurement. In accordance with the guidance of the Office of Personal Services Contract Review "Rules and Regulations" Sections 3-201 and 3-201.05, before issuance of this RFP the CITY has determined the use of competitive sealed proposals as both the most practicable, advantageous and appropriate procurement method. Evaluation factors for these services involve the relative abilities of offerors to perform, including degrees of technical or professional experience or expertise. Also, the types of services to be performed require the use of comparative judgmental evaluations to reach an adequate selection decision.

Submissions: Proposals should be returned by hand delivery or mail in a sealed envelope to:

City Of Tupelo, Mississippi

Purchasing Office-1st Floor

ATTN: Missy Shelton

71 East Troy St.

P.O. Box 1485

Tupelo, MS 38802-1485

Form of RFP. Proposals must be clearly identified with "City of Tupelo, Mississippi Solid Waste Collection, Removal, Disposal and Recycling; 2019-015 PW" on the front of the sealed envelope along with contractor's name, address, point of contact, telephone number and email address. Inside the envelope, four copies of the RFP response shall be in printed document form, and at least one copy shall be included on a digital storage device. If corrections or erasures are made to the printed copy, they shall be initialed by the person signing the proposal. No telephone, telegraph, facsimile or email proposal will be accepted. Proposals submitted after 4:00 p.m. on Thursday, July 11, 2019 will not be considered. Responsibility for timely submittal lies solely with the contractor.

Public Transparency. All information submitted in response to this request for proposals will be considered public after all proposals are opened on the appointed date and time.

Pre-selection Discussions. Discussions may be conducted with responsible offerors who submit proposals or qualifications determined to be reasonably qualified to being selected for award. However, proposals may be accepted without such discussions. Any discussions shall be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In conducting discussions, City will not disclose information derived from competing offers. Offerors will be accorded fair and equal treatment with respect to any opportunity for discussion. Revision of proposals or qualifications may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

Selection Criteria. If a selection is made, the City of Tupelo will select the proposal or proposals that, in the opinion of the City Council, shall be the most qualified on the basis of price (40%), technical factors (15%), cost factors (15%) and management factors (30%).

Reservation of Right to Reject. CITY reserves the right to reject any and all proposals.

Contract Negotiation. It is also understood that, in accordance with State Law, after selection of the most qualified proposal or proposals, the City may negotiate and enter contracts with one or more of the persons or firms submitting proposals and that such contracts may not necessarily be limited to the terms of the proposals submitted.

MBE/DBE Policy. Minority and disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on any grounds.

SCOPE OF SERVICES AND REQUIREMENTS:

For purposes of these proposals, vendors should understand "residential customer-single unit" is defined by the ORDINANCE (said amended ordinance amended April 16, 2019 and attached hereto as Exhibit "A") as "anyone residing in a dwelling unit (not including hotels or motels but including multi-unit residential customers of eight or less units) receiving solid waste collection, removal and disposal services without the use of rear-end or front-end loading type containers. Currently, the CITY has 13,450 residential customer-single unit customers. Please note that this does not include 76 "residential customer – multi-unit apartment units" located at Grand Ole Oaks apartments and 90 "residential customer – multi-unit apartment units" located at Chesterville Gardens apartments which are not receiving rear-end or front-end loading containers for collection and removal. Currently, the CITY has the number of residential customer – multi-unit/apartment customers reflected on Exhibit "B"

attached hereto. Currently, the CITY has the number of governmental sector customer locations reflected on Exhibit "C". Exhibits B and C comprise the CITY Commercial Sites.

Prospective vendors should submit separate alternative price proposals dealing with:

1. Only residential customer - multi-unit/apartment customers (more than eight units) and current governmental sector customers (Current City Commercial Sites).
2. Grand Ole Oaks and Chesterville Gardens without the benefit of front-loading or rear-loading containers for collection and removal. (Current collection method).
3. Price and plan to transition Grand Ole Oaks and Chesterville Gardens to front-loading or rear-loading containers for collection and removal. (Conforming these units to multi-unit/apartment actual collection method).
4. Price by container and pickup frequency for additional governmental sector customer sites.
5. Alternate price and plan for Downtown Solid Waste Collection, Removal, Disposal and Recycling District.
6. All residential customers - single unit customers (excluding Chesterville Gardens and Grand Ole Oaks): Two (2) proposals:
 - a) residential waste twice (2) per week Recycling every other week
 - b) residential waste once (1) per week Recycling once (1) per week

*Vendor must include all transportation charges in the prices stated for residential customer - single unit collection.

Commercial/Industrial rates. As an additional condition for the privilege of submitting proposals hereunder, a prospective vendor shall also specify the maximum amount it will charge, the term of contract and automatic renewal provisions required under standard contract to any commercial/industrial customer to collect, remove and dispose of solid waste or recycling, providing a schedule of such maximum rates, terms and renewals based upon type and size of container and frequency of collections.

Total Organization and Equipment: Vendor must provide all labor, vehicles and materials to collect, remove, dispose and recycle any and all solid waste and recycling generated by the residential customer—single site and City Commercial sites within CITY.

Containers: Vendor must provide solid waste injection molded (96 gallon) containers approved by the City for each residential customer - single unit within the City and must replace all solid waste containers which become unusable due to normal wear and tear or documented theft.

Regular Schedule. Vendor must provide residential pick-up on a regular schedule at each

residence, depending on which proposal is selected (A or B), with exceptions made for certain holidays to be negotiated by the parties. Vendor must maintain such program of regular and systematic routes and schedules, which routes and schedules (any changes therein) are subject to approval by the City, and must strictly adhere to such routes and schedules

Term. Although state law allows for a greater term, any contract will be awarded for a minimum term of four (4) years. The CITY may, in its discretion, extend the term for an extended term of two (2) additional years. The CITY will consider longer terms as allowed by statute, but only if the desired term of four (4) years is quoted, and each additional year of the initial term up to six (6) is quoted separately; each year of the four (4) one-year renewal terms up to ten (10) total years are likewise quoted separately.

Current ordinance. Vendor must comply with the terms of the Solid Waste Collection, Removal and Disposal Ordinance as amended and shall base its proposal on the Solid Waste Collection, Removal and Disposal Ordinance, Chapter 23.5 of the Tupelo Municipal Code; as such ordinance is presently amended for residential customer - single unit and City Commercial Sites (residential customer - multi-unit/apartment and governmental sector) waste removal. Vendor shall maintain a permit and fee to engage in collection, disposal and removal services as a contract hauler of commercial waste.

Contract Hauler. Vendor must obtain and maintain a permit as a contract hauler of commercial waste under the Solid Waste Collection, Removal and Disposal Ordinance of the City of Tupelo (the "Ordinance"). and pay an annual permit fee of shall be One Hundred Five Thousand Dollars (\$105,000).

Recycling. Vendor, in partnership with the City must agree to pursue beneficial recycling goals for the residential sector of the City and must be willing to negotiate, if necessary, any and all changes in the scope of services resulting from any recycling programs or waste minimization efforts. At a minimum, vendor will provide every residential customer - single unit with a hand-held/carry-out container and propose a price in increments of 100 to 1000 annually to increase the number of hand-held, 96 gallon roll-out containers.

Beautification/clean-up efforts. Vendor must provide, without additional charge, special residential and container service at least four (4) times annually to support beautification and clean-up campaigns for the entire city. In addition, Vendor must provide, without additional charge, appropriate waste containers six (6) times a year upon the request of the City.

Convenience Station. At the request of the City, Vendor must provide and maintain, without charge, at least one commercial container as a community convenience station at a location to be designated by the City.

Emergency conditions. Vendor must provide special collection services in the event of any emergency (i.e., storm, tornado). Vendor should specify its charges for special collection services.

Performance bond. The successful vendor must agree to secure a performance bond in the amount of \$3,000,000 with a surety company qualified to do business in the State of Mississippi. The City must be named as obligee.

Insurance.

Vendor must provide and maintain workers' compensation insurance in accordance with the laws of the State of Mississippi for all Vendor employees.

Vendor must provide and maintain the following insurance in the amounts prescribed:

<u>Coverage</u>	<u>Limits of Liability</u>
Employer's Liability	\$1,000,000
Bodily, Injury Liability (except auto)	\$1,000,000 each occurrence \$3,000,000 aggregate
Property Damage Liability	\$500,000 each occurrence \$500,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person \$3,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

In all such policies, the City shall be named as an additional insured at no cost to the City.

No work shall commence nor shall any payments be made until vendor has provided adequate proof of insurance for the risks and in the amounts specified in this RFP.

Indemnification. Vendor must agree to indemnify the City against any and all claims, damages, losses, liabilities, fees, fines, penalties and other losses and expenses arising out of or related to Vendor's conduct of its solid waste collection, removal and disposal activities and related activities.

Customer Complaints. Vendor must provide a system of handling and resolving customer complaints as expeditiously as possible, including responding to all complaints within twenty-four (24) hours and maintaining a log of all complaints. Vendor shall maintain an office inside the city with adequate telephone service to meet the needs of the public and which shall be open for business Monday through Friday from 8 a.m. to 5 p.m. and which shall be operated by a minimum of one person during working hours.

Flow Control. Vendor shall dispose of all municipal solid waste collected pursuant to its contract with the City at the Three Rivers Solid Waste Disposal Authority, unless otherwise directed by the City.

For further information concerning this proposal, contact Don Lewis, Chief Operations Officer, at don.lewis@tupeloms.gov or Ben M. Logan, City Attorney, at ben.logan@tupeloms.gov, both at (662) 840-6059 Bobby Coghlan, Director of Special Projects, City of Tupelo Public Works Department bobby.coghlan@tupelo.gov or at (662) 841-6457.

April 16, 2009
Agenda 8.1
Pre-council draft

AMENDED ORDINANCE

**ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
TUPELO, MISSISSIPPI: CHAPTER 23.5 - SOLID WASTE COLLECTION, REMOVAL
AND DISPOSAL**

WHEREAS, the drafting of a Request for Proposals (RFP) for multi-year, solid waste collection and removal services revealed certain definitional inconsistencies and ambiguities in the municipal code; and

WHEREAS, these definitional inconsistencies and ambiguities did not reflect actual practice or existing contracts; and

WHEREAS, the drafting of a Request for Proposals (RFP) for multi-year, solid waste collection and removal services also revealed that the municipal code did not contain the Ordinance Requiring, within the Boundaries of the City of Tupelo, Mississippi, the Mandatory Flow of Solid Waste to Three Rivers Solid Waste Management Authority Facility in Pontotoc County, Mississippi adopted October 17, 2006; and

WHEREAS, said omission may lead to RFP responses that do not reflect actual practice or existing contracts;

WHEREAS, pursuant to authority granted by Miss. Code Anno. Sections 17-1-3, 17-7-5, 21-19-1, 31-7-13 (m) (xxii) (1972 as amended) and pre-existing city ordinances, the Tupelo City Council finds and determines that it is necessary in order to protect the public health, safety, morals and general welfare to approve these amendments.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF TUPELO, MISSISSIPPI** as follows:

SECTION 1. The prefatory paragraphs and findings are adopted and incorporated by reference herein.

SECTION 2. City of Tupelo Code of Ordinances, Article I, Chapter 23.5-2 -- Definitions, is amended to read as follows:

As used in this chapter, the following terms shall have the following meanings:

Business, commercial or industrial establishments means all buildings or premises other than those occupied by residential and governmental customers, as defined herein.

City Commercial Site shall mean all multi-family Residential Establishments and all other governmental sector customers at which Solid Waste is deposited for collection in commercial containers and for which the City has directed for collections in commercial containers and for which the City has directed that Contractors' fees for collection be billed to the city.

Commercial Container shall mean a mechanical front or rear-loading container.

Commercial waste means any and all municipal solid waste (excluding hazardous waste and excluding industrial solid waste as defined below) generated by business, commercial, or industrial establishments.

Contract hauler means any person, partnership, or corporation, other than the City of Tupelo, which is in the business of contracting with business, commercial or industrial establishments for the collection, removal, and disposal of municipal solid waste.

Container residential customer-single unit means the standard 95-gallon two-wheeled plastic Solid Waste container/cart provided by Contractor to residential customers-single unit.

Contractor means the individual, partnership, or corporation who would agree to perform the work and/or services or to furnish materials or equipment or both required by this chapter for collection, removal and disposal of solid waste from residential, both residential-single unit and residential-multi-unit/apartments/city commercial sites--and governmental sector customers pursuant to the terms and conditions of a contract between such contractor and the city for

April 16, 2009
Agenda 8.1
Pre-council draft

collection, removal and disposal of solid waste from residential and governmental sector customers. Contractor shall have the exclusive right to collect such waste.

Governmental sector customer means City of Tupelo-owned locations and the City of Tupelo Downtown Solid Waste Collection, Removal and Disposal District, and for which the City has directed for collections in commercial containers and for which the City has directed that Contractors' fees for collection be billed to the city.

Hazardous waste means all waste defined as "hazardous waste" by the Federal Solid Waste Disposal Act ("SWDA") or regulations promulgated thereunder as well as waste defined as "hazardous waste" in MCA 1972, § 17-17-3(n), as amended, and regulations promulgated by the commission on environmental quality.

Industrial solid waste means solid waste generated by manufacturing or industrial processes that is not a hazardous waste regulated under Subtitle C of RCRA. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: Electric power generation; fertilizer/ agricultural chemicals; food and related products/by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

Industrial waste contract hauler means permitted contract haulers as defined in 23.5-12 that collect, remove and dispose of industrial waste and commercial waste typically deposited for

April 16, 2009
Agenda 8.1.
Pre-council draft

collection and removal in "roll-off" containers approved by the department of public works for use by a business, commercial or industrial establishment.

Municipal Solid Waste means any nonhazardous solid waste resulting from the operation of residential, commercial, governmental, industrial or institutional establishments except oil field exploration and production waste, sewage sludge, rubbish which may be disposed of in a Class I Rubbish Site or a Class II Rubbish site and recycled material.

Municipal solid waste management facility means any land, building, plant, system, motor vehicles, equipment or other property, whether real, personal or mixed, or any combination of either thereof, used or useful or capable of future use in the collection, storage, treatment, utilization, recycling, processing, transporting or disposal of municipal solid waste, including transfer stations, incinerators, sanitary landfill facilities or other facilities necessary or desirable.

Person means a person as defined by Section 17-17-3(u) of Mississippi Code of 1972 as amended.

Residential customer means anyone residing in a dwelling unit, exclusive of hotels or motels, receiving solid waste collection, removal and disposal services.

Residential customer-single unit means anyone residing in a dwelling unit (including multi-unit residential customers of eight or less units) receiving solid waste collection, removal and disposal services without the use of rear-end or front-end loading type containers.

April 16, 2009
Agenda 8.1
Pre-council draft

Residential customer – multi-unit/apartment (also known as a City Commercial Site)

means anyone residing in a dwelling unit of more than eight units where the use of a commercial container and compactors will be required.

Solid waste means any garbage, or refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations, and from community activities, but does not include solid or dissolved materials in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. 1342, or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 Stat. 923).

SECTION 3. City of Tupelo Code of Ordinances Sec. 23.5-4. - Same—Residential customer-single unit, is amended to read as follows:

All residential customer single-unit shall cause the residential waste to be bagged and the container to be placed within five (5) feet of the street curbline and such container shall not be behind a fence or other enclosure or obstruction so that it is not accessible by employees of the contractor, with the exception of those residential customers who by reason of disability, certified by a doctor and approved by the mayor, are unable to carry the approved containers to the street. Backdoor collection of containerized solid waste for these persons shall be provided by the contractor at the regular rates. Only if necessary uncontainerized solid waste for these persons shall be bagged and placed at the curbside by these persons. All items to be picked up shall be easily and readily accessible by the contractor and its employees.

SECTION 4. City of Tupelo Code of Ordinances Sec. 23.5-5. - Contractor's duties generally, is amended as follows:

The contractor, as defined in section 23.5-2, shall within the corporate limits of the city, collect and dispose of all solid waste collected and placed at the curb by residential customers-single unit in accordance with this chapter, all in the manner provided for by written agreement between the contractor and the city, and by applicable law. Unless otherwise provided for by contract, collection by the contractor shall be twice per week for all residential customers-single unit in the city. There shall be at least two (2) days intervening between the first collection of each week and the second collection per week. No collection shall transpire on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas Day, and the weeks in which those holidays fall shall be exceptions to the requirement for twice weekly collection. The contractor shall provide a recycling option for residential customers single-unit as a part of any contract.

SECTION 5. City of Tupelo Code of Ordinances Sec. 23.5-6. - Contractor to furnish residential customers-single unit containers; replacement, shall be amended to read as follows:

The contractor shall furnish, without charge to the city or to the residential customers single-unit of the city, an identical or similar residential waste container for each new residential customer within the city, and shall replace all containers which become unusable as a result of normal wear and tear or theft documented by police report. Containers damaged or destroyed by abuse or negligence of a customer will be replaced at the cost of the customer. In the case of residential customers – multi-unit/apartment (also known as a City Commercial Site), contractor and the city will agree by contract to the type of container, frequency of pickup and replacement thereof.

April 16, 2009
Agenda 8.1
Pre-council draft

The contractor and city shall agree by contract the containers to be used for recycling and the manner that recycling containers will be upgraded and replaced.

SECTION 6. City of Tupelo Code of Ordinances Sec. 23.5-7. - Business establishments to provide own containers; placement; interference prohibited; maintenance in sanitary condition.

(a) It shall be the duty of each business, commercial, or industrial establishment (excluding governmental sector customers and residential customers -- multi-unit/apartment (also known as a City Commercial Site) to provide a suitable waste container not less than two (2) cubic yards, or as agreed by contract, with the contractor for its own use; the location of such containers shall be at street level, in accordance with development code requirements set forth in Chapter 9, sections 6.1 and 6.2 at such locations as may be determined and approved by the city and agreed to by the contract hauler. No person other than the owner or person lawfully in control of any premises, or any authorized employee of the city, the contractor, or an authorized contract hauler shall interfere in any manner with a container used for the accumulation or handling of solid waste, or remove any such container from the location where it shall have been placed by authorized persons, nor shall any such person remove the contents from any such container.

(b) It shall further be the duty of each business, commercial, or industrial establishment (including those owning or operating city commercial multi-family sites) to maintain each container and the area surrounding same, in a clean and sanitary condition. Failure to keep the property free from any accumulation of rubbish or garbage shall be a violation of this ordinance and Section 307.1 of the International Property and Maintenance Code (2018 edition.)

April 16, 2009
Agenda 8.1
Pre-council draft

SECTION 7. City of Tupelo Code of Ordinances Chapter 23.5-5-8 shall be amended to read as follows:

It shall be the duty of every residential customer in the city having tree trimmings, shrubbery, shrubbery trimmings, hedge cuttings, and the like, to cut the same in lengths not to exceed six (6) feet, and place same within five (5) feet of the traveled portion of the street or sidewalk in a uniform and even manner, and at the same time as provided for waste collection for residential customers above, in order that same may be conveniently handled by the employees of the contractor. Leaves, grass clippings, hedge and shrubbery clippings must be containerized. The contractor may refuse to remove any such waste material unless same is placed in the manner required herein. It shall be unlawful for such trash to be placed in side-drain ditches, gutters, or the traveled portion of the city streets in any manner other than in an approved waste container or alternatively, in a plastic bag of a quality and quantity not to exceed thirty (30) gallons.

SECTION 8. City of Tupelo Code of Ordinances 23.5-5-18 shall be amended to read as follows:

Any person violating any provisions of Chapter 23.5 Article I shall be guilty of a misdemeanor and upon conviction shall be subject to punishment as provided in section 1-8 of this Code, with each separate violation constituting a separate offense.

SECTION 9. City of Tupelo Code of Ordinances Chapter 23.5 shall be amended by adding Article II, which shall read as follows:

ARTICLE II: Flow Control

Sec. 23.5-20 Effective December 1, 2006, all municipal solid waste generated within the geographic boundaries of the City of Tupelo, Mississippi that is placed in the waste stream for disposal within the State of Mississippi shall be transported to, stored and managed at the Three Rivers Solid Waste Management Authority Landfill in Pontotoc County, Mississippi or at a transfer station owned by the Three Rivers Solid Waste Management Authority or its members.

Sec. 23.5-21 Notwithstanding anything herein to the contrary, this ordinance shall not be applicable to any solid waste disposed of by a generator of industrial solid waste within the region which has provided for the collection, transportation and disposal of its solid waste either directly or by contract for at least ten (10) consecutive years or since the inception of the generator within the region if less than ten (10) years immediately prior to enactment of this ordinance at a single municipal solid waste management facility.

A generator of industrial solid waste within the region which meets the criteria for this exemption shall seek a permit confirming this exemption from the Authority pursuant to a procedure established by the Authority. The permit for an exception shall be valid for five (5) years from the date of issuance and may be reissued for consecutive five (5) year periods as long as the generator continues disposal in the same single municipal solid waste management facility.

Any generator of industrial solid waste which locates within the region after the effective date of this ordinance shall comply with the mandatory flow requirements set forth herein and shall not be entitled to this exemption.

Sec. 23.5.22 It shall be unlawful for any person to violate any provision of Chapter 23.5 Article II. Such violation shall be a misdemeanor and shall be punishable by a fine of not more

April 16, 2009
Agenda 8.1
Pre-council draft

than One Thousand Dollars (\$1,000.00) or imprisonment for a term not exceeding ninety (90) days, or by both such fine and imprisonment. For purpose of this ordinance, each day a violation continues shall constitute a separate offense.

Sec. 23.5.23 Severability.

If any provision, paragraph, or subparagraph of Chapter 23.5, Article II is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the article, including any other provision, paragraph or subparagraph. Each provision, paragraph, and subparagraph of this article is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct enactment.

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

Councilmember L. Bryan voted	_____
Councilmember M. Bryan voted	_____
Councilmember Beard voted	_____
Councilmember Davis voted	_____
Councilmember Jennings voted	_____
Councilmember Palmer voted	_____

April 16, 2009
Agenda 8.1
Pre-council draft

Councilmember Whittington voted _____

WHEREUPON, the foregoing Ordinance was declared, passed and adopted at a regular meeting of the Council on this the _____ day of _____, 2019.

CITY OF TUPELO, MISSISSIPPI

TRAVIS BEARD, City Council President

ATTEST:

AMANDA DANIEL, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

Chapter 23.5 - SOLID WASTE COLLECTION, REMOVAL AND DISPOSAL¹¹

Footnotes:

--- (1) ---

Editor's note— Ord. of Dec. 19, 1995, added provisions amending Ch. 12. At the discretion of the editor, said provisions have been included herein as a new Ch. 23.5, to read as herein set out. See the Code Comparative Table.

Cross reference— Littering at airport, § 4-87; animals and fowl, Ch. 6; plumbing code, § 7-96 et seq.; fire prevention and protection, Ch. 10; flood damage prevention and control, Ch. 11; health and sanitation, Ch. 13; garbage receptacles for mobile home parks, § 16-10; street and sidewalk obstructions, § 24-51 et seq.; sewers and sewage disposal, § 26-21 et seq.

State Law reference— Authority to compel and regulate removal of garbage, MCA 1972, § 21-19-1; municipal duty to provide for collection and disposal of garbage, MCA 1972, § 17-17-5.

ARTICLE I. - IN GENERAL

Sec. 23.5-1. - Short title.

This chapter shall be known as the "Solid Waste Collection, Removal, and Disposal Ordinance" of the city.

(Ord. of 12-19-95)

Sec. 23.5-2. - Definitions.

As used in this chapter, the following terms shall have the following meanings:

Business, commercial or industrial establishments means all buildings or premises other than those occupied by residential customers, as defined herein.

Commercial waste means any and all solid waste (excluding hazardous waste and excluding industrial waste) generated by business, commercial, or industrial establishments, or the governmental sector.

Contract hauler means any person, partnership, or corporation, other than the City of Tupelo, which is in the business of contracting with business, commercial or industrial establishments for the collection, removal, and disposal of commercial waste.

Contractor means the individual, partnership, or corporation who would agree to perform the work and/or services or to furnish materials or equipment or both required by this chapter for collection, removal and disposal of solid waste from residential customers and pursuant to the terms and conditions of a contract between such contractor and the city for collection, removal and disposal of solid waste from residential customers.

Hazardous waste means all waste defined as "hazardous waste" by the Federal Solid Waste Disposal Act ("SWDA") or regulations promulgated thereunder as well as waste defined as "hazardous waste" in MCA 1972, § 17-17-3(n), as amended, and regulations promulgated by the commission on environmental quality.

Industrial waste means commercial waste deposited for collection and removal in "roll-off" containers approved by the department of public services for use by a business, commercial or industrial establishment.

Residential customer means anyone residing in a dwelling unit, (not including hotels or motels) and any other occupant of a building or premises receiving solid waste collection, removal and disposal services without the use of rear-end and front-end loading type containers.

Solid waste means any and all "solid wastes" as defined by Mississippi law, excluding hazardous waste as defined herein.

(Ord. of 12-19-95)

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 23.5-3. - Customers' duties regarding placement of waste in containers—Generally.

All residential customers and all business, commercial, or industrial establishments within the city shall be responsible for picking up and placing in containers approved by the city, or at curbside, as described in section 23.5-4, any and all solid waste (other than hazardous waste) which may accumulate on the premises of such customers or establishments. All such customers and establishments shall be held responsible for the cleanliness of their premises. All such customers and establishments shall provide for the removal of hazardous waste in accordance with all requirements of applicable law.

(Ord. of 12-19-95)

Sec. 23.5-4. - Same—Residential customers.

All residential customers shall cause the residential waste container to be placed within five (5) feet of the street curbline and such container shall not be behind a fence or other enclosure or obstruction so that it is not accessible by employees of the contractor, with the exception of those residential customers who by reason of disability, certified by a doctor and approved by the mayor, are unable to carry the approved containers to the street. Backdoor collection of containerized solid waste for these persons shall be provided by the contractor at the regular rates. Uncontainerized solid waste shall be placed at the curbside by these persons. All items to be picked up shall be easily and readily accessible by the contractor and its employees.

(Ord. of 12-19-95)

Sec. 23.5-5. - Contractor's duties generally.

The contractor, as defined in section 23.5-2, shall within the corporate limits of the city, collect and dispose of all solid waste collected and placed at the curb by residential customers in accordance with this chapter, all in the manner provided for by written agreement between the contractor and the city, and by applicable law. Collection by the contractor shall be twice per week for all residential customers in the city. There shall be at least two (2) days intervening between the first collection of each week and the second collection per week. No collection shall transpire on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas Day, and the weeks in which those holidays fall shall be exceptions to the requirement for twice weekly collection.

(Ord. of 12-19-95)

Sec. 23.5-6. - Contractor to furnish residential containers; replacement.

The contractor shall furnish, without charge to the city or to the residential customers of the city, an identical or similar residential waste container for each new residential customer within the city, and shall replace all containers which become unusable as a result of normal wear and tear. Containers damaged

or destroyed by abuse or negligence of a customer will be replaced at the cost of the customer. In the case of multifamily dwellings, contractor and the owner of such building may agree that service may be provided using, as contractor's expense, commercial containers; use of such containers shall not, however, affect classification of the occupants as residential customers.

(Ord. of 12-19-95)

Sec. 23.5-7. - Business establishments to provide own containers; placement; interference prohibited; maintenance in sanitary condition.

- (a) It shall be the duty of each business, commercial, or industrial establishment to provide a suitable waste container of not less than two (2) cubic yards for its own use; the location of such containers shall be at street level and at such locations as may be determined and approved by the city and agreed to by the contract hauler. No person other than the owner or person lawfully in control of any premises, or any authorized employee of the city, the contractor, or an authorized contract hauler shall interfere in any manner with a container used for the accumulation or handling of solid waste, or remove any such container from the location where it shall have been placed by authorized persons, nor shall any such person remove the contents from any such container.
- (b) It shall further be the duty of each business, commercial, or industrial establishment to maintain each container and the area surrounding same, in a clean and sanitary condition.

(Ord. of 12-19-95)

Cross reference— Licenses and miscellaneous business regulations, Ch. 15.

Sec. 23.5-8. - Preparation of tree trimmings, grass, etc., for collection.

It shall be the duty of every residential customer in the city having tree trimmings, shrubbery, shrubbery trimmings, hedge cuttings, and the like, to cut the same in lengths not to exceed six (6) feet, and place same within five (5) feet of the traveled portion of the street or sidewalk in a uniform and even manner, and at the same time as provided for waste collection for residential customers above, in order that same may be conveniently handled by the employees of the contractor. Leaves, grass clippings, hedge and shrubbery clippings must be containerized. The contractor may refuse to remove any such waste material unless same is placed in the manner required herein. It shall be unlawful for such trash to be placed in side-drain ditches, gutters, or the traveled portion of the city streets in any manner other than in an approved waste container or alternatively, in a plastic bag of a quality and quantity to be approved by the city or the contractor.

(Ord. of 12-19-95)

Cross reference— Trees generally, § 24-76 et seq.

Sec. 23.5-9. - Removal of construction debris.

There shall be no obligation on the part of the city or the contractor to clean up or pick up solid waste resulting from the construction, remodeling or demolition of buildings or other structures, which is not placed in residential waste containers as required by this article for the removal of solid waste. It shall be the duty and responsibility of all property owners to see that construction contractors, builders and remodelers, tree trimming contractors, tree surgeons, landscapers, and the like remove all of the rubbish, trimmings and trash and other solid waste resulting from their operations on the premises during the course of and immediately following their operation so as to leave the premises free and clean of such rubbish, trimmings, debris and other solid waste.

(Ord. of 12-19-95)

Cross reference— Buildings and building regulations, Ch. 7.

Sec. 23.5-10. - Use of business containers by residential customers restricted.

No residential customer shall use any business, commercial, or industrial establishment container unless such use shall have been previously authorized by the business, commercial, or industrial establishment, the city, or by the contract hauler which shall from time to time have a contract with the business, commercial, or industrial establishment to handle commercial waste collection.

(Ord. of 12-19-95)

Sec. 23.5-11. - Business establishments responsible for collection, removal and disposal of own waste.

All business, commercial or industrial establishments shall be responsible for the collection, disposal, and removal of their own waste material by contracting or otherwise agreeing with a duly permitted contract hauler for such collection, disposal, and removal.

(Ord. of 12-19-95)

Sec. 23.5-12. - Contract haulers.

(a) *Permit required; application.* It shall be unlawful for any person or entity to offer or provide solid waste collection, disposal, and removal services within the city without a permit granted by the city. A permit will be granted when the applicant has complied with the following conditions and any others lawfully imposed in the future:

- (1) *Application.* Any person desiring to secure a permit shall make application to the department of public services on a standard application form supplied by the city.
- (2) *Supporting documentation.* The application shall be accompanied by the following documents:
 - a. A listing and description of each piece of equipment to be used in applicant's operations;
 - b. Proof of liability insurance issued by a company authorized to do business in the state in the minimum amount of one million dollars (\$1,000,000.00) for death or injury to any one (1) person in one (1) accident; three million dollars (\$3,000,000.00) for death or injury to more than one (1) person in any one (1) accident and five hundred thousand dollars (\$500,000.00) for property damage, and naming the city as an additional named insured on the policy;
 - c. An agreement to indemnify the city, in form acceptable to the city, against any and all claims, damages, losses, liabilities, fees, fines, penalties, and other losses and expenses arising out of or related to applicant's conduct of operations;
 - d. An agreement in form acceptable to the city providing that designees of the city may, during reasonable business hours, from time to time, examine all books and records of the applicant related to its operations in the city, and all contracts with business, commercial or industrial establishments for solid waste collection, disposal, and removal services;
 - e. A listing of all municipalities in which applicant provides solid waste collection, disposal, and removal services in Mississippi and in Louisiana, Arkansas, Tennessee, and Alabama;
 - f. Such other and further information as the city may require.

- (b) *Issuance of permit.* The department of public services shall approve the issuance of a permit to an applicant within thirty (30) days after receiving an application unless one (1) or more of the following is found to be true:
- (1) Applicant shall not have provided all of the documents or information required by this ordinance or applicant shall have falsely answered a question or request for information;
 - (2) Applicant is overdue in his payment to the city for taxes, fines, permit fees or penalties assessed against him or imposed upon him in relation to his operations as a contractual hauler;
 - (3) Applicant shall be found to be in violation of this ordinance or to have violated any other local, state or federal law or regulation related to operations as a contract hauler hereunder;
 - (4) The permit fee required by this ordinance has not been paid; or
 - (5) The equipment to be used by the contract hauler shall fail to meet reasonable standards set by the department of public services.
- (c) *Permit fee.* Each contract hauler shall pay an annual permit fee to be determined as provided herein. A contract hauler engaged in providing collection, disposal and removal services for industrial waste only shall pay a permit fee of ten thousand dollars (\$10,000.00) or such other amount as may be fixed from time to time by resolution of the city council. The permit fee to engage in collection, disposal and removal services for commercial waste in addition to industrial waste shall be one hundred five thousand dollars (\$105,000.00) or such other amount as may be fixed from time to time by resolution of the city council. This fee is declared to be a regulatory fee collected for the purpose of examination and periodic inspection of the regulated business by the city, to help defray the cost of collection and disposal of solid waste which may be released in streets and other public areas of the city as a result of the operations of contract haulers, as well as other costs, direct and indirect, related to operations of contract haulers and to solid waste collection, and otherwise to provide for the health and safety of residents. A contract hauler other than one providing services only for industrial waste may pay its permit fee in equal monthly installments beginning with the date on which the permit is issued.
- (d) *Term of permit.* All permits issued under this ordinance shall be annual permits which will expire one (1) year from the date of issuance. From and after the date of this ordinance, it shall be unlawful for any person to enter into or renew any agreement for solid waste collection, disposal, or removal services that does not provide for automatic termination of such agreement upon the termination or other revocation of the contract hauler's permit.
- (e) *Grounds for permit suspension or revocation.* No fixed lien or property interest is acquired by a permit issued by the city to a contract hauler under the terms of this chapter, and in addition to any of the penalties as provided in this chapter and the forfeiture of all fees paid pursuant to paragraph (c) above, a permit may be suspended or revoked when it shall appear:
- (1) That any conditions or requirement of this chapter, including the payment of any fees required to be paid hereunder, or any contract entered into by the city or any contract entered into with business, commercial, or industrial establishments has been violated by the contract hauler;
 - (2) That the permit is being exercised in violation of this chapter or any other law or regulation applicable to solid waste collection, removal, or disposal;
 - (3) That the permit is being used for a purpose detrimental to public health, peace, morals, and order or is being used for a purpose foreign to that for which it was granted; or
 - (4) That any representation or information furnished by the contract hauler under this chapter prove to be false in any material respect.
- (f) *Charges, etc.* The cost, fees, or charges for the collection, removal, and disposal of commercial waste shall be negotiated between the contract hauler and the business, commercial, or industrial establishment involved.
- (g) *Required frequency of collection.* Contract haulers shall provide commercial waste collection at least once per week.

(Ord. of 12-19-95; Ord. of 6-15-99(2), 1, 2)

Sec. 23.5-13. - Contract haulers and contractor to prevent spilling, etc., of waste on streets.

All contract haulers and the contractor shall ensure that proper containers, covers, or procedures are provided to prevent spilling, dripping, or blowing of solid waste and other materials being transported on the streets of the city. It shall be unlawful for any such hauler or contractor to allow any such waste to fall upon any street in the city without promptly and completely removing the same.

(Ord. of 12-19-95)

Sec. 23.5-14. - Disposal of wastes.

All wastes shall be disposed of in accordance with local, federal and state regulations. It shall be unlawful for any person to dispose of or cause to be disposed of any solid waste upon any property other than as permitted under federal and state law.

(Ord. of 12-19-95)

Sec. 23.5-15. - Monthly residential charges.

- (a) *Levied.* There is hereby fixed and levied against residential customers a flat solid waste collection, removal and disposal charge and fee in an amount as established from time to time per container per month. The collection, removal and disposal charges and fees provided herein are levied against all residential customers including all occupants, tenants, or lessees using any building, house, or structure in the city. Each property owner and each landlord is required to provide the water and light department of the city with an up-to-date list of tenants or other occupants of his property within the city and to keep such list current at all times. The property owner or landlord shall be responsible for payment of such fees as provided herein and as levied above, in the event such tenant or occupant fails to comply with this chapter.
- (b) *Billing and collecting.* The billing and collection of the charges levied in this chapter against residential customers shall be done by the water and light department of the city and such charges shall be added to, and included in, the monthly water and light utility bills, in some manner convenient to distinguish the charge from the water and light charges, and shall be payable at the water and light department collection office at the same time as water and light bills to the city are due and payable. The water and light department shall not accept the payment of any utility bill unless the fee for solid waste collection, removal and disposal is also paid. All fees collected hereunder shall be net, and if the current monthly charge or fee for service hereunder is not paid within ten (10) days from the date of the bill for same, the gross rate shall apply and be collected, such gross rate to be ten (10) percent higher than the net fee.

(Ord. of 12-19-95)

State Law reference— Authority to develop fee system for garbage services, MCA 1972, § 21-19-2.

Sec. 23.5-16. - Periodic review of charges.

The solid waste collection, removal and disposal charge and fee established by this chapter may be reviewed by the city council and may be altered, changed or modified by an order to that effect entered by the city council upon its minutes without further amendment of this chapter.

(Ord. of 12-19-95)

Sec. 23.5-17. - Use of streets for transportation of waste restricted.

No person except as otherwise provided herein, will be permitted to use the city streets, for the purpose of transporting, hauling, or in any manner disposing of solid waste except the city, the contractor, and any authorized contract hauler, or any residential customer or business, commercial or industrial establishment disposing of waste from its own premises.

(Ord. of 12-19-95)

Sec. 23.5-18. - Violations, penalty.

Any person violating any provisions of this chapter shall be guilty of a misdemeanor and upon conviction shall be subject to punishment as provided in section 1-8 of this Code, with each separate violation constituting a separate offense.

(Ord. of 12-19-95)

Sec. 23.5-19. - Severability.

If any provision, paragraph, or subparagraph of this chapter is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the chapter, including any other provision, paragraph or subparagraph. Each provision, paragraph, and subparagraph of this chapter is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct enactment.

(Ord. of 12-19-95)



City of Tupelo

Accounts listed as Multi-unit Residential Customers/Apartments

These accounts are currently billed to the City of Tupelo

May 7, 2019

	Name	Address	Total Units	Service Description	Qty	Service per Week
1	Blair St Apartments	1205 Blair St Tupelo MS 38804	8	4 Yard Dumpster Service	1	1x
2	Boggan Estates Apartments	2690 McCullough Blvd Belden MS 38826	216	8 Yard Dumpster Service	6	2 @ 2x 4 @ 3x
3	Camp Brother Properties (Madison Apartments)	328 N Madison St Tupelo MS 38804	10	4 Yard Dumpster Service	1	1x
4	Camp Brother Properties (Formerly known as The Quarters Apartments)	436 Goodlette St	16	4 Yard Dumpster Service	1	2x
5	Chateau Royale Apartments	201 Milford St Tupelo MS 38801	85	8 Yard Dumpster Service	2	2x
6	Church St Apartments	535 S Church St Tupelo MS 38804	9	4 Yard Dumpster Service	1	1x
7	Feemster Lake Apartments	1642 S Feemster Lake Rd Tupelo MS 38802	112	4 Yard Dumpster Service 6 Yard Dumpster Service	3 4	2x
8	Glenkirk Apartments	1321-1322 Ida St Tupelo MS 38801	256	6 Yard Dumpster Service 8 Yard Dumpster Service	1 5	3x
9	Gloster Square Condos	619 N Gloster St Tupelo MS 38804	6	8 Yard Dumpster Service	1	1x
10	Green Tee Apartments (Roxman Properties)	1115, 1117, 1089, 1091 Green Tee Rd Tupelo MS 38802	16			
11	Gumtree Apartments (Milford Place Apartments)	107 Milford St Tupelo MS 38801	6	2 Yard Dumpster Service	1	2x
12	Haven Acres Apartments	3031-3088 Willie Moore Rd Tupelo MS 38801	28	8 Yard Dumpster Service	1	3x
13	Hidden Valley Apartments	1 Hidden Valley Dr Tupelo MS 38801 (Located at the West end of Harrison St)	40	6 Yard Dumpster Service 8 Yard Dumpster Service	1 1	2x
14	Hilldale Apartments	320 Monument Dr Tupelo MS 38801	104	8 Yard Dumpster Service	3	4x
15	Warfield Apartments (Formerly Jackson Park Apartments)	2600 W Jackson St Tupelo MS 38801	16	2 Yard Dumpster Service	1	2x
16	Jefferson St Apartments	312 W Jefferson St Tupelo MS 38804	12	2 Yard Dumpster Service		3x

Exhibit



City of Tupelo

Companies listed as Multi-unit Residential Customers/Apartments

These accounts are currently billed to the City of Tupelo

May 7, 2019

	Name	Address	Total Units	Service Description	Qty	Service per Week
17	Kirkwood Apartments	202 Milford St Tupelo MS 38801	154	6 Yard Dumpster Service 8 Yard Dumpster Service	1 4	3x
18	Mississippi Property Development	536 W Jefferson St Tupelo MS 38804	16	4 Yard Dumpster Service	1	1x
19	Nathaniel Place Apartments (Barley Court)	840 Barley Court Tupelo MS	72	35 yd Compactor		1x - Friday
20	NMS Holdings LLC (Courtyard Apartments)	611 W Main St Tupelo MS	25	6 Yard Dumpster Service	2	2x
21	NMS Holdings LLC (Madison Arms Apartments)	130 S Madison St Tupelo MS	24			
22	NMS Holdings LLC (Madison Gardens Apartments)	126 S Madison St Tupelo MS	5			
23	NMS Holdings LLC (Madison Village Apartments)	132 S Madison St Tupelo MS	6			
24	NMS Holdings LLC (The Corners Apartments)	128 S Madison St Tupelo MS	5			
25	Oakcreek Apartments	508 Lumpkin Ave Tupelo MS 38801	104	8 Yard Dumpster Service	3	3x
26	Oakwood Village Apartments	2101 W Jackson St Tupelo MS 38801	54	6 Yard Dumpster Service	2	2x
27	One D'ville Place Apartments	915 Garfield St Tupelo MS 38801	130	6 Yard Dumpster Service	6	3x
28	Parkway Terrace Apartments	2700 W Main St Tupelo MS 38801	123	6 Yard Dumpster Service 8 Yard Dumpster Service	5 2	2x
29	Pine Hill Apartments	1903 Holmes St Tupelo MS 38801	27	4 Yard Dumpster Service	1	2x
30	Southpark Manor Apartments	2944 S Green St Tupelo MS 38801	112	8 Yard Dumpster Service	3	4x
31	The Landing Apartments	2600-2608 W Jackson St Tupelo MS 38801	32	8 Yard Dumpster Service	1	2x
32	The Middleton Apartments	552 W Jefferson St Tupelo MS 38804	16	4 Yard Dumpster Service	1	2x
33	The Mill at McCullough Apartments	3400 McCullough Blvd Tupelo MS 38826	150	30 Yard Compactor	1	Call-in as needed
34	The Oaks Apartments	1033 Green Tee Rd Tupelo MS 38802	40	4 Yard Dumpster Service	2	2x



City of Tupelo

Properties listed as Multi-unit Residential Customers/Apartments

These accounts are currently billed to the City of Tupelo

May 7, 2019

	Name	Address	Total Units	Service Description	Qty	Service per Week
35	The Pines at Barnes Crossing Apartments	4100 N Gloster St Tupelo MS 38802	200	Compactor owned by Property Owner	1	Call-in as needed
36	Timberlawn Apartments	2983 S Green St Tupelo MS 38801	60	6 Yard Dumpster Service	3	1x
37	Towne Square Estates	634 W Main St Tupelo MS 38804	12	4 Yard Dumpster Service	1	1x
38	Trace Ridge Apartments	4348 N Gloster St Tupelo MS 39157	136	8 Yard Dumpster Service	3	3x
39	Tupelo Housing Authority (East & West Sides of N Green St)	1608 N Green St Tupelo MS 38804	278	4 Yard Dumpster Service 6 Yard Dumpster Service 8 Yard Dumpster Service	1 1 7	3x
40	Tupelo Housing Authority	1388 Mitchell Rd Tupelo MS 38802	42	6 Yard Dumpster Service	2	2x
41	Tupelo Senior Apartments	4288 N Gloster St Tupelo MS 38866	18	8 Yard Dumpster Service	1	1x
42	Tutor Properties	152 Horn Ln Tupelo MS 38801	16	8 Yard Dumpster Service	1	1x
43	Tutor Properties	108 Tutor Dr Tupelo MS	12	4 Yard Dumpster Service	1	1x
44	Vista Ridge Apartments Phases 1 & 2	699 Nation Hills Dr Tupelo MS 38804	160	8 Yard Dumpster Service	4	3x
45	Westwood Apartments	405 Lumpkin Ave Tupelo MS 38801	37	8 Yard Dumpster Service	1	2x
	Total units within the 45 Multi-Unit/Apartment complexes		3006			



City of Tupelo
Entities listed as Governmental Customers
 These accounts are currently billed to the City of Tupelo
 April 30, 2019

Accounts with Front Load Containers:

	Name	Address	Description	Qty	Service per Week
1	Bancorp South Arena	375 E Main St Tupelo MS 38804	8 yd Dumpster Service	2	1x
2	Bancorp South Conference Center	363 E Main St Tupelo MS 38804	8 yd Dumpster Service	1	2x
3	CC Augusta Center	1400 N Green St Tupelo MS 38804	2 yd Dumpster Service	1	2x
4	City of Tupelo Bel Air Golf Course	2107 Country Club Dr Tupelo MS 38804	6 yd Dumpster Service	1	2x
5	City Recycling Bins	669 Westmoreland Dr Tupelo MS 38801	8 yd Dumpster Service Recycle Materials	9	1x
6	Eastwood Park & Veterans	Tupelo MS 38801	8 yd Dumpster Service	2	2x
7	Rockwell Center	1199 Joyner Ave Tupelo MS 38801	2 yd Dumpster Service	1	2x
8	Tupelo Aquatic Center (Recycle)	692 N Veterans Blvd Tupelo MS 38801	6 yd Dumpster Service Recycle Materials	1	1x
9	Tupelo Aquatic Center	692 N Veterans Blvd Tupelo MS 38801	6 yd Dumpster Service	1	2x
10	Tupelo Fire Station 1	106 W Jefferson St Tupelo MS 38804-3912	6 yd Dumpster Service	1	1x
11	Tupelo Fire Station 2	1028 W Main St Tupelo MS 38801	96 Gallon Cart Service	1	2x
12	Tupelo Fire Station 3	902 N Veterans Blvd Tupelo MS 38801	96 Gallon Cart Service	2	2x
13	Tupelo Fire Station 4	N Gloster St Tupelo MS 38801	96 Gallon Cart Service	1	2x
14	Tupelo Fire Station 5	1804 S Green St Tupelo MS 38801	96 Gallon Cart Service	2	2x
15	Tupelo Fire Station 6	4125 S Coley Rd Tupelo MS 38801	96 Gallon Cart Service	1	2x
16	Tupelo Fire Station 7	3015 McCullough Blvd Tupelo MS 38801	96 Gallon Cart Service	1	2x
17	Tupelo Haven Acres Community Center	3080 Willie Moore Rd Tupelo MS 38801	6 yd Dumpster Service	1	1x

Exhibit



City of Tupelo
Entities listed as Governmental Customers
 These accounts are currently billed to the City of Tupelo
 April 30, 2019

Accounts with Front Load Containers Continued:

	Name	Address	Description	Qty	Service per Week
18	Tupelo Municipal Court	320 Court St Tupelo MS 38804	4 yd Dumpster Service	1	1x
19	Tupelo Narcotics Office	504 Air Park Rd Tupelo MS 38801	2 yd Dumpster Service	1	1x
20	Tupelo Park & Rec Dept. Shop	1337 Joyner St Tupelo MS 38801	8 yd Dumpster Service	1	2x
21	Tupelo Police Academy	1 Finney Ln Tupelo MS 38804	8 yd Dumpster Service	1	1x
22	Tupelo Police Dept.	400 N Front St Tupelo MS 38804	8 yd Dumpster Service	1	1x
23	Tupelo Public Works Dept.	604 Crossover Rd Tupelo MS 38801	8 yd Dumpster Service	1	5x
24	Tupelo Water & Light Collections	333 Court St Tupelo MS 38804	4 yd Dumpster Service	1	1x
25	Tupelo Water & Light Dept.	320 N Front St Tupelo MS 38804	6 yd Dumpster Service	2	2x

Accounts with Compactors or Open Tops:

	Name	Address	Description	Qty	Service per Week
	Bancorpsouth Arena Recycle	E Franklin St Tupelo MS	20 yd open top	1	Call-in as needed
	Bancorpsouth Coliseum	E Franklin St Tupelo MS	30 yd compactor	1	Call-in as needed
	TUP-Metro Fuel Center	301 North Commerce St Tupelo MS	40 yd open top	2	Call-in as needed
	Tupelo Park & Rec Dept. (Ballard Park Shop)	Rutherford Rd Tupelo MS 38802	30 yd open top	1	Call-in as needed
	Tupelo Park & Rec Dept.	Veterans Blvd Tupelo MS	30 yd open top	1	Call-in as needed



City of Tupelo
Entities listed as Governmental Customers
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 April 30, 2019

Downtown Sanitation District					
	Name	Location/Access	Description	Qty	Service per Week
1	TUP-Block DD	Reeds Alley access from Troy St	8 yd Dumpster Service	1	3x
2	TUP-Block GG	MLM Parking Lot access from Troy St	6 yd Dumpster Service	1	3x
3	TUP-Block H	105 Court St, JBHM Arch access from Court St	6 yd Dumpster Service	1	3x
4	TUP-Block H	Alley behind Tupelo Hardware access from N Front St	8 yd Dumpster Service	1	3x
5	TUP-Block H	108 N Spring St Dance Studio access from N Spring St	8 yd Dumpster Service	1	6x
6	TUP-Block I	Parking Lot behind the Stables access from N Front St	6 yd Dumpster Service	1	3x
7	TUP-Block KK	108 S Broadway St access from S Broadway	4 yd Dumpster Service	1	3x
8	TUP-Block LL	TPSD Parking Lot access from Magazine St	6 yd Dumpster Service	1	1x
9	TUP-Block M	109 N Spring St behind Thirsty Devil access from N Spring St	8 yd Dumpster Service	1	6x