

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JANUARY 15, 2019

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall Building on Tuesday, January 15, 2018 at 6:00p.m. with the following in attendance: Markel Whittington, Lynn Bryan, Travis Beard, Nettie Y. Davis, Buddy Palmer, Mike Bryan, Willie Jennings; City Attorney Ben Logan; Amanda Daniel, Clerk of the Council.

President Travis Beard gave the invocation, followed by the Pledge of Allegiance led by Councilman Lynn Bryan.

IN THE MATTER OF CALLING THE MEETING TO ORDER

President Travis Beard called the meeting to order at 6:00 p.m.

IN THE MATTER OF CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Councilwoman Davis moved, seconded by Councilman M. Bryan to confirm the agenda and the agenda order as submitted. The vote was unanimous in favor.

PROCLAMATIONS, RECOGNITIONS, AND REPORT AGENDA

IN THE MATTER OF RECOGNITION OF BOY/GIRL SCOUTS

No Scouts were present for recognition.

IN THE MATTER OF RECOGNITION OF CITY EMPLOYEES

No employees were present for recognition of reaching milestones in their tenure of service.

IN THE MATTER OF PUBLIC RECOGNITIONS

Councilman Jennings took the opportunity to wish his wife, Addie Jennings, a happy birthday.

Councilman Jennings reminded the public that the Tupelo Transit System operates three bus lines, active Monday through Friday from 5:30 a.m. to 7:00 p.m. to provide transportation throughout the city. The lines are color coded yellow, blue, and green. Individuals can access route information by visiting the city website. He encouraged everyone to take advantage of this program.

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Councilwoman Davis echoed Councilman Jennings encouraging the public to take advantage of the Tupelo Transit System. In addition, Councilwoman Davis announced that a celebration of the life and work of Dr. Martin Luther King, Jr. The Committee for King and the City of Tupelo will co-host a series of events from January 18-21 to honor the legacy of Dr. King. She invited all citizens to come out and participate in these events.

Councilwoman Davis wished the Alpha Kappa Alpha sorority a happy 101st birthday. The sorority was established in January 15, 1908.

IN THE MATTER OF A PROCLAMATION RECOGNIZING “MUNICIPAL GOVERNMENT WEEK”

Mayor Shelton read and presented Municipal Clerk Kim Hanna with a signed proclamation recognizing the week of January 13-19, 2019 as “Municipal Government Week”. Over 50-percent of citizens of Mississippi reside in a city, town, or village, and municipal governments play an essential role in the quality of life for Mississippi citizens. A copy of this proclamation is attached to these minutes as **APPENDIX A.**

IN THE MATTER OF A PROCLAMATION IN RECOGNITION OF “NATIONAL HUMAN TRAFFICKING PREVENTION DAY”

Mayor Shelton read and presented a proclamation in recognition of “National Human Trafficking Prevention Day” which is to be proclaimed January 18, 2019. Quoting from the proclamation, “the great City of Tupelo stands and speaks boldly against the actions of human slavery for all children, women, and men,” Communities throughout the United States, Canada and other participating countries will be helping raise awareness about the critical need to stop human trafficking throughout the month of January. A copy of this proclamation is attached to these minutes as **APPENDIX B.**

IN THE MATTER OF THE MAYOR’S REPORT

Mayor Shelton echoed Councilmembers Jennings and Davis and encourage the community to take advantage of the Tupelo Transit System. In addition, he invited the community to join in the events planned in honor of Dr. Martin Luther King, Jr. This celebration of the legacy of Dr. King is the second largest in Mississippi.

In conclusion, Mayor Shelton thanked the city employees and city council for an exceptional year in the City of Tupelo. He wished everyone a happy new year and stated, “By every measurable indicator of success, we have had a phenomenal 2018!”

(CLOSE THE REGULAR MEETING AND OPEN THE PUBLIC AGENDA)

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PUBLIC HEARINGS

No items appeared for consideration.

CITIZEN HEARING

No items appeared for consideration.

(CLOSE THE PUBLIC AGENDA OPEN THE REGULAR MEETING)

ACTION AGENDA

No items appeared for consideration.

REGULAR AGENDA

IN THE MATTER OF REVIEW, APPROVE, REJECT MINUTES OF THE JANUARY 2, 2019 REGULAR CITY COUNCIL MEETING

Councilwoman Davis moved, seconded by Councilman L. Bryan, to approve the minutes as submitted. The vote was unanimous in favor.

IN THE MATTER OF REVIEW, APPROVE, REJECT LIST OF ADVERTISING AND PROMOTIONAL EXPENSES

No items appeared for consideration.

IN THE MATTER OF REVIEW, PAY BILLS

Bills were reviewed at 4:30 p.m. by council members and staff: Travis Beard, Markel Whittington, Buddy Palmer; Missy Shelton, Deputy Clerk

Councilman Jennings moved, seconded by Councilman Palmer, to approve the payment of the checks bills, and claims. Of those present, the vote was unanimous in favor.

CHECK NUMBERS 352617-352687
ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF THE DOCKET
INVOICES AS SHOWN ON THE FACE OF THE DOCKET

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JANUARY 15, 2019

IN THE MATTER OF REVIEW, APPROVE, REJECT BROWNFIELDS ASSESSMENT COALITION MEMORANDUM OF AGREEMENT BETWEEN THE FOLLOWING PARTIES: THREE RIVERS PLANNING AND DEVELOPMENT DISTRICT, THE CITY OF PONTOTOC, THE CITY OF NEW ALBANY, AND THE CITY OF TUPELO IN THE STATE OF MISSISSIPPI

Grant Administrator Terri Blissard submitted a request to approve a memorandum of agreement serving to create a coalition among Three Rivers Planning and Development and the cities of New Albany, Pontotoc, and Tupelo for the purpose of applying for a \$600,000 regional brownfields assessment grant from the Environmental Protection Agency. The purpose of the grant is to test select properties for various types and contamination with the objective of clearing the properties, or identifying the contamination and addressing it.

Councilman M. Bryan moved, seconded by Councilman Jennings, to approve the memorandum of request as submitted. . An executed copy of the agreement is attached to these minutes as **APPENDIX C.**

IN THE MATTER OF REVIEW, APPROVE, REJECT A CONTRACT BETWEEN ESG OPERATIONS, INC. AND THE CITY OF TUPELO FRO A THREE-YEAR CONTRACT TO OPERATE A WASTEWATER TREATMENT PLANT (TABLED 01-02-19)

Councilman Whittington moved, seconded by Councilman M. Bryan, to take this item off the table. The vote was unanimous in favor.

Councilman Palmer moved, seconded by Councilman M. Bryan, to approve the contract as submitted. The vote was unanimous in favor. An executed copy of the contact is attached to these minutes as **APPENDIX D.**

IN THE MATTER OF REVIEW, ACCEPT, REJECT THE JANUARY 7, 2019 PLANNING COMMITTEE MINUTES

Councilman Whittington moved, seconded by Councilman Jennings, to accept the minutes as submitted. The vote was unanimous in favor. A copy of the minutes is attached as **APPENDIX E.**

As a point of reference, Councilman Jennings explained that the council's acceptance of these minutes allows the Rowan Oak Development project to break ground in February 2019.

MUNICIPAL MINUTES, CITY OF TUPELO
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IN THE MATTER OF REVIEW, APPROVE, REJECT REQUEST TO ACCEPT THE INVITATION OF THE MISSISSIPPI DEVELOPMENT AUTHORITY TO PARTICIPATE IN THE WORLD TRAVEL MARKET IN BRAZIL, TO APPROVE JENNIE CURLEE'S INTERNATIONAL TRAVEL AND SET A PER DIEM RATE

Convention & Visitors Bureau Executive Director Neal McCoy submitted a memorandum requesting approval of international travel for Jennie Bradford Curlee. The mission will include a combination of tour operator sales calls, media appointments and trade show appointments through the Travel South cooperation program. The maximum per diem rate for Sao Paulo, where the market is held is \$122.00 per day.

Councilwoman Davis moved, seconded by Councilman Palmer, to approve this request as submitted. The vote was unanimous in favor. A copy of this memorandum of request is attached to these minutes as **APPENDIX F.**

IN THE MATTER OF REVIEW, APPROVE, REJECT REQUEST FOR DONATION OF SICK TIME TO PARKS AND RECREATION EMPLOYEE ZACH RUSSELL

Parks and Recreation Director Alex Farned submitted a letter of request to allow the Parks and Recreation Department to donate leave time to Parks and Recreation Employee Zach Russell. In accordance with the Guidelines outlined in Section 601 of the City of Tupelo Employee Handbook, Councilman Palmer moved, seconded by Councilman Whittington, to approve this recommendation. The vote was unanimous in favor. A copy of the letter is attached as **APPENDIX G.**

IN THE MATTER OF REVIEW, APPROVE, REJECT REQUEST TO ALLOW THE PARKS AND RECREATION DEPARTMENT TO DECLARE A LIST OF ITEMS SURPLUS TO SCRAP ONE (1) LISTED ITEM AND TO AUCTION FIVE (5) LISTED ITEMS

Parks and Recreation Director Alex Farned submitted a list of equipment that has no value or useful life remaining to the City of Tupelo. The Parks and Recreation Department determined to declare the listed items surplus and to proceed as listed below:

SURPLUS TO SELL AT MUNICIPAL AUCTION:

TRACK LOADER	SERIAL NO. N6M440172
REEL MASTER MOWER	SERIAL NO. 90223
5 BLADE CUTTING UNIT/MOW	ASSET NO. G05391
SMITHCO SPORTS ATV	SERIAL NO. AFT10105
GOLF CART	SERIAL NO. X1005722692

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SURPLUS TO SCRAP:

POOL COVER (ELVIS PRESLEY POOL) ASSET NO. 1886

Councilman Whittington moved, seconded by Councilman L. Bryan, to approve this request as submitted. The vote was unanimous in favor; a copy of the list is attached as **APPENDIX H.**

STUDY AGENDA

IN THE MATTER OF REVIEW, DISCUSS ORDER APPROVING AGREEMENT TO RELEASE AND ASSIGN; AUTHORIZING MAYOR TO EXECUTE TERMINATION AND RELEASE OF COLLATERAL OF AUTOMOBILES OWNED BY TUPELO AUTO MUSEUM, INC.; IN AN AMOUNT SUFFICIENT TO PAY ANY OUTSTANDING BOND INDEBTEDNESS; AND TO APPROVE THE MINUTES OF THE TUPELO REDEVELOPMENT AGENCY APPROVING AND ENTERING INTO THE SAME TRANSACTIONS SUBJECT TO LATER RATIFICATION

Councilman M. Bryan moved, seconded by Councilman Whittington, to suspend the rules and to move this item up to take action. The vote was unanimous in favor.

Councilman Whittington moved, seconded by Councilman M. Bryan, to adopt this order as submitted. The vote was unanimous in favor. An executed copy of this order is attached to these minutes as **APPENDIX I.**

EXECUTIVE SESSION

IN THE MATTER OF EXECUTIVE SESSION

Councilwoman Davis moved, seconded by Councilman Palmer, to close the regular meeting to determine the need for executive session. The vote was unanimous in favor.

After a brief discussion, the council returned to open session, and City Attorney, Ben Logan advised that the following topic was a permissible reason to enter executive session:

(A) PENDING LITIGATION

Councilwoman Davis moved, seconded by Councilman Palmer to close the open session and go into executive session. The vote was unanimous in favor.

Councilwoman Davis moved, seconded by Councilman Palmer to come out of executive session

IN THE MATTER OF EXECUTIVE SESSION DECISION

Councilman Davis moved, seconded by Councilman M. Bryan, to enter into an engagement letter with Clayton O'Donnell PLLC for legal services. The vote was unanimous in favor.

IN THE MATTER OF ADJOURNMENT

With no further business to come before the City Council, Councilman Jennings moved, seconded by Councilman Palmer to adjourn the meeting at 6:50 p.m.

ATTEST:

Amanda Daniel
CLERK OF THE COUNCIL

James Frank
PRESIDENT

J. S. W. A.
MAYOR
February 21, 2019
DATE

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City of Tupelo
Office of the Mayor
Municipal Government Week

PROCLAMATION

WHEREAS, municipal governments are the level of government closest to the people; and

WHEREAS, municipal governments in Mississippi are administered for and by its citizens and are dependent upon public commitment to an understanding of their many responsibilities; and

WHEREAS, municipal governments in Mississippi work twenty-four hours a day, seven days a week, to deliver vital services such as fire, police and emergency response to ensure safe communities; and

WHEREAS, municipal governments in Mississippi also provide services and programs that enhance the quality of life for residents such as parks, utilities, street maintenance, sanitation, libraries, community centers and recreational programs; and

WHEREAS, municipal government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, over 50% of citizens of Mississippi reside in a city, town or village, and municipal governments play an essential role in the quality of life for these Mississippi citizens; and

WHEREAS, Municipal Government Week offers an important opportunity to convey to all citizens of Mississippi that they can shape and influence government through their civic involvement;

NOW, THEREFORE, I, Jason L. Shelton, Mayor of the City of Tupelo, do hereby proclaim January 13-19, 2019, as

MUNICIPAL GOVERNMENT WEEK

in Tupelo, Mississippi.

IN WITNESS WHEREOF, I HAVE SIGNED AND CAUSED THE GREAT SEAL OF THE CITY OF TUPELO TO BE AFFIXED THIS THE 15TH OF JANUARY IN THE YEAR OF 2019.

ATTEST:

Kim Hanna, City Clerk

Jason L. Shelton
Mayor



City of Tupelo
Office of the Mayor
National Human Trafficking Prevention Day
PROCLAMATION

WHEREAS, a “human trafficking survivor” is defined as anyone living in modern slavery by being trafficked into the labor or sex industry, and

WHEREAS, since more than 400,000 American children are at risk for trafficking into the sex industry and some 14,500 to 17,500 foreign nationals are being trafficked into the United States each year and the number of U.S. citizens being trafficked within the country is even higher must be a top priority in our community; and

WHEREAS, the great City of Tupelo stands and speaks boldly against the actions of this human slavery for all children, women, and men; and

WHEREAS, communities throughout the United States, Canada, and other participating countries will be helping raise awareness about the critical need to stop human trafficking throughout the month of January, and

WHEREAS, on behalf of the people of Tupelo, Mississippi, I applaud all efforts to create awareness and help stop human trafficking in Mississippi;

NOW, THEREFORE, I, Jason L. Shelton, as Mayor of the City of Tupelo, do hereby proclaim January 18, 2019 as

National Human Trafficking Prevention Day

In Tupelo, Mississippi, and urge all citizens to help in the prevention of human trafficking.

IN WITNESS WHEREOF, I HAVE SIGNED AND CAUSED THE GREAT SEAL OF THE CITY OF TUPELO TO BE AFFIXED THIS THE 15TH OF JANUARY IN THE YEAR OF 2019.

ATTEST:

Kim Hanna, City Clerk

Jason L. Shelton
Mayor

Memo

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

From: Terri Blissard

Date: January 11, 2019

Re: EPA Brownfield Assessment Grant Coalition

The attached memorandum of agreement serves to create a coalition among Three Rivers Planning & Development District and the cities of New Albany, Pontotoc, and Tupelo for the purpose of applying for a \$600,000 regional brownfields assessment grant from the Environmental Protection Agency.

Three Rivers will serve as the lead agency and applicant, and if funding is awarded, Three Rivers will manage the program. Three Rivers will also select an environmental consulting firm to conduct contamination testing.

The purpose of the grant is to test select properties* that may have contamination of various types (industrial chemicals, gas/petroleum, asbestos, etc.), with the objective of either clearing individual properties, or identifying contamination and addressing it.

For each property proposed for assessment, the best-case scenario would be that testing indicates no signs of contamination. For some sites, this is a likelihood, and having that formal environmental clearance would help property owners to better market their properties for development.

For any property at which contamination is confirmed at levels requiring remediation, the EPA will work with the property owner to develop a remediation plan. The assessment is still highly beneficial for these properties because the EPA historically provides follow-up grant funding for clean-up at sites identified through the EPA assessment process.

If a property is contaminated to an extent that clean-up is not feasible for whatever reason (which is highly unlikely in our area), the EPA will help to develop a risk-management strategy to contain the contamination and limit the property owner's liability. This may include deed restrictions, limitations on some types of ground disturbance, and involvement of MDEQ prior to moving forward with certain types of development.

In all cases, the end goal is to remove liability from property owners by cleaning up or mitigating contamination, thereby removing doubt about the viability of a given property for certain types of development.

*Please note that at this point in the application process, we do not have to provide a firm list of properties to be assessed. In fact, even after the grant award is made, we retain some flexibility in the selection of properties for testing.

BROWNFIELDS ASSESSMENT COALITION
MEMORANDUM OF AGREEMENT BETWEEN THE FOLLOWING PARTIES:
Three Rivers Planning and Development District, The City of New Albany, The City of
Pontotoc, and The City of Tupelo in the State of Mississippi

This Memorandum of Agreement documents the roles and responsibilities of the various parties involved in the Assessment Coalition with regard to Three Rivers Planning and Development District application for an EPA Brownfields Assessment Grant.

1. This agreement addresses any EPA awarded Cooperative Agreement to the Lead Coalition Member, Three Rivers Planning and Development (TRPDD) for the 2019 period. TRPDD is responsible to EPA for management of the cooperative agreement and compliance with the statutes, regulations, and terms and conditions of the award, and ensuring that all members of the coalition are in compliance with the terms and conditions during the designated grant period.
2. It is the responsibility of TRPDD to provide timely information to the other Coalition Partners regarding the management of the cooperative agreement and any changes that may be made to the cooperative agreement over the period of performance.
3. The Coalition Partners are The City of New Albany, The City of Pontotoc, and The City of Tupelo. The contact information of project managers of each Partner is as follows:

City of New Albany
Frankie Roberts, City Clerk
P.O. Box 56, New Albany, MS 38652
662-534-1010
namayor@visitnewalbany.com

AND

City of Tupelo
Terri Blissard, Grant Administrator
P.O. Box 1485, Tupelo, MS 38804
662-841-6513
terri.blissard@tupeloms.gov

City of Pontotoc
Bob Peoples, Mayor
116 N. Main St., Pontotoc, MS 38863
662-489-4321
bpeoples@ci.pontotoc.ms.us

4. Activities funded through the cooperative agreement may include inventory preparation, site selection criteria development, assessments, planning (including cleanup planning) relating to brownfield sites, and outreach materials and implementation, and other eligible activities. TRPDD may retain consultant(s) and contractors under 40 CFR 30.36 to undertake various activities funded through the cooperative agreement and may award subgrants to other coalition members under 40 CFR 31.37 for assessment projects in their geographic areas. Subgrantees are accountable to TRPDD for proper expenditure of funds.
5. The Lead Coalition Member will procure the consultant(s) in compliance with 40 CFR 31.36 requirements. The Lead Coalition Member will issue the Request for Proposals or Request for Qualifications and will be the entity responsible for receipt of the submitted proposals and selection

and award of contracts. TRPDD will consult with other coalition members in making selections of consultants and contractors and negotiating the terms of agreements.

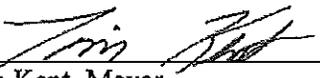
6. The Lead Coalition Member, in consultation with the Coalition Partners, will work to develop a site selection process based on agreed upon factors and will ensure that a minimum of five sites are assessed over the life of the cooperative agreement. Selected sites will be submitted to EPA for prior approval to ensure eligibility. Note: *Lead Coalition member and each of the Coalition Partners may agree upon a minimum number of sites assessed per member at the start of the cooperative agreement to ensure equitable distribution of funds across all members' jurisdictions.*
7. Upon designation of the specific sites, it will be the responsibility of TRPDD to work with the coalition member in whose geographic area the site is located to finalize the scope of work for the consultant or contractor. It will be the responsibility of this member to obtain all required permits, easements, and/or access agreements as may be necessary to undertake assessments at the selected site. If this member does not have the capacity to perform these activities TRPDD may assist in securing necessary site access agreements and permits.
8. The Lead Coalition Member is responsible for ensuring that other activities as negotiated in the workplan, such as community outreach and involvement, are implemented in accordance with a schedule agreed upon by TRPDD and the coalition member in whose geographic area the site to be assessed is located.
9. Each Coalition member will assist in identifying leveraged funds and prospective redevelopment opportunities and will be central to ensuring adherence to grant guidelines through oversight of community engagement and redevelopment processes.

Agreed:



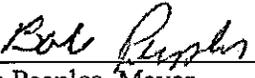
Vernon R. Kelley, Executive Director
Three Rivers Planning and Development

1-18-19
Date



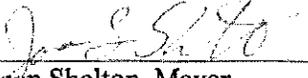
Tim Kent, Mayor
City of New Albany

1/17/19
Date



Bob Peeples, Mayor
City of Pontotoc

1/16/19
Date



Jason Shelton, Mayor
City of Tupelo

1-16-19
Date

AGREEMENT
 for
 OPERATIONS, MAINTENANCE AND
 MANAGEMENT SERVICES
 for the
 CITY OF TUPELO, MISSISSIPPI

THIS AGREEMENT is made on this 1st day of January 2019, between the City of Tupelo, Mississippi (hereinafter "Owner"), whose address is City Hall, Post Office Box 588, 117 North Broadway, Tupelo, Mississippi, 38802, and ESG Operations, Inc., (hereinafter "ESG") whose address is:

ESG Operations
 6400 Peake Road
 Macon, Georgia 31210

Owner and ESG agree:

1. GENERAL

- 1.1 All definitions of words or phrases used in this Agreement are contained in Appendix A.
- 1.2 All grounds, facilities, equipment, and vehicles now owned by Owner or acquired by Owner during the term of this Agreement shall remain the property of Owner.
- 1.3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
- 1.4 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party will assign this Agreement without the prior written consent of the other party. Consent shall not be unreasonably withheld.
- 1.5 All notices shall be in writing and transmitted by certified mail to the address noted above.
- 1.6 This Agreement, including Appendices A, B, C, D, E, F and G, is the entire Agreement of the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "ESG" and "Owner" shall include the respective officers, agents, directors, elected or appointed officials, and employees.

2. ESG's SCOPE OF SERVICES

ESG shall:

- 2.1 Within the design capacity and capability of the Project as defined in Appendix C, manage, operate, and maintain the Project so that effluent discharged from the Project meets the requirements specified in Appendix C. ESG may alter the process and/or facilities to achieve the objectives of this Agreement; provided, however, that no alteration shall be without Owner's written approval if alteration shall cost in excess of Five Hundred Dollars (\$500.00).
- 2.2 Maintain the current industrial waste sampling and laboratory analysis program, as described in Appendix D. Results of all industrial sampling and testing shall be reported to Owner in a timely manner. The Owner shall provide ESG with reasonable access to the point or points of sample collection. The Owner and ESG expressly stipulate and agree that the test results shall be provided only to the Owner and to appropriate regulatory agencies in accordance with local, state and federal law. ESG shall have no liability or responsibility for the results or for the enforcement of the Owner's Sewer Use Ordinance, which is entirely the responsibility of the Owner. Neither the obligations of this section, nor the knowledge gained in the performance of this section, shall in any way affect, limit, diminish, or negate the provisions of Appendix C.
- 2.3 Provide and document all Maintenance for the Project. Owner shall have the right to inspect these records during normal business hours. ESG shall prepare and maintain all records required by governmental agencies related to the operation and maintenance of those facilities listed in Appendix B, organized and in auditable form. Records shall be maintained for the length of the Contract and shall become the property of the Owner at the end of the Contract.
- 2.4 Provide and document all Repairs for the Project. The total amount ESG shall be required to pay for Repairs shall not exceed the annual Repairs limit of One Hundred and Fifty Eight Thousand and Seven Hundred Dollars (\$158,700.00). For all Repairs in excess of the annual Repairs limit, ESG shall invoice and the Owner shall pay excess repairs cost on a monthly basis. Said repairs will be invoiced via an itemized, detailed breakdown and shall include direct costs, with no markup for overhead or profit. Provide Owner with an accounting of Repairs on a monthly basis.
- 2.5 The Repairs limit shall be negotiated annually. If Parties cannot mutually agree to the Repair limit for the year in question, the Repair limit will be equal to the prior year Repair limit plus an amount equal to the application of the Consumer Price Index (CPI) referred to in Article 4.2. Rebate to Owner the entire amount that actual Repairs are less than the annual Repairs limit in any year of this Agreement.
- 2.6 Computer programs and databases for operations and maintenance of the Project become property of the Owner at the end of the term of this Agreement.
- 2.7 Pay all Cost incurred in normal Project operations.
- 2.8 The Owner shall have the right of approval of the Project Manager. In the event that the Owner provides written notice to ESG requesting the Project Manager be

replaced, ESG shall replace said Project Manager not more than ninety (90) days of the receipt of said written notice. The failure of ESG to provide an acceptable Project Manager under the provisions of this Agreement shall constitute a default of the Agreement. Project shall be staffed 24 hours per day, 7 days per week with a total of fourteen (14) full time on-site employees. Any modifications to this shall be considered a change in scope of work.

- 2.9 Prepare all NPDES permit reports related to services provided in and under this Agreement, and transmit to the Mississippi Department of Environmental Quality (MDEQ) on the Owner's behalf. Maintain a copy at the Wastewater Treatment Plant for the Owner's permanent records.
- 2.10 Provide for the disposal of sludge to the existing on-site lagoons . Any change in disposal sites will constitute a change in scope and fee commensurate with ESG's increased direct costs. Disposal of screenings and grit shall be to an approved landfill, agreed upon by both parties. Any costs associated with this disposal shall be paid out of the Repairs Allowance.
- 2.11 Perform all laboratory testing and sampling currently required by the NPDES permit.
- 2.12 Provide an inventory of City-owned vehicles and equipment that are being used at the Project when ESG begins service (Appendix E).
- 2.13 Provide twenty-four (24) hour per day access to Project for Owner's personnel. Visits may be made at any time by any of Owner's employees so designated by Owner's Representative. Keys for Project shall be provided Owner by ESG. All visitors to the Project shall comply with ESG's operating and safety procedures.
- 2.14 Pay all treatment process chemical costs at the wastewater treatment plant and lagoons up to a total annual process chemicals limit of Sixty Thousand and Three Hundred Dollars (\$60,300.00). For all process chemical costs in excess of the annual limit, ESG shall invoice and the Owner shall pay excess process chemical cost on a monthly basis. Said chemical costs will be invoiced at direct costs, with no markup for overhead or profit. Rebate to the Owner the entire amount that the actual process chemical costs are less than the annual limit in any year of this Agreement. The annual process chemicals limit will be negotiated annually. If Parties cannot mutually agree to the process chemicals limit for the year in question, the process chemicals limit will be equal to the prior year process chemicals limit plus an amount equal to determined by the application of the Consumer Price Index (CPI) referred to in Article 4.2.
- 2.15 Provide reasonable coordination and cooperation with any construction activity of the Owner.
- 2.16 Assist the Owner in protecting and enforcing existing equipment warranties and guarantees.
- 2.17 ESG shall provide normal and reasonable odor control methods. As used herein, "normal and reasonable" shall mean acceptable methods and practices or process

operations commonly used within the municipal wastewater industry to control odor. A minimum odor goal shall be pursued at all times. Should either the Owner or a governmental authority with regulatory power thereover require additional processing, treatment, or chemical, ESG shall provide written notice to the Owner. If the Owner's Water-Sewer Superintendent concurs with ESG's recommendation for additional processing, treatment or chemical requirements, the Annual Fee shall be increased to cover all of ESG's direct costs for all cost and expense associated with the additional services.

- 2.18 Perform other repair, rehabilitation and/or extraordinary maintenance services that are incidental to the Scope of Services as directed by Owner and agreed to by ESG. Such services, excluding non-overtime on-site staff's labor, will be invoiced to Owner at ESG's Cost plus fifteen percent (15%).
- 2.19 ESG shall implement an electrical cost incentive shared savings program as described in Appendix G. ESG shall submit to the City a monthly report summarizing the monthly and year-to-date status of metrics associated with this program.

3. SCOPE OF SERVICES - OWNER

The Owner shall:

- 3.1 Provide for all Capital Expenditures.
- 3.2 Maintain all existing Project warranties, guarantees, easements, and licenses that have been granted to Owner.
- 3.3 Pay all property, franchise, or other taxes associated with the Project.
- 3.4 Provide ESG within a reasonable time after request any piece of Owner's heavy equipment that is available so that ESG may discharge its obligations under this Agreement in the most cost-effective manner.
- 3.5 Provide all licenses for City-Owned vehicles used in connection with the Project.
- 3.6 Provide for ESG's use all vehicles and equipment currently in use at the Project, including the vehicles described in Appendix E.
- 3.7 Provide for chlorine required to control sludge bulking.
- 3.8 Provide for operation, maintenance and management of all wastewater collection system facilities defined in Appendix B.
- 3.9 Owner shall be responsible for repair and maintenance of all buried piping throughout the system, including the buried piping at those facilities specified in Appendix B.
- 3.10 Provide for the maintenance, cleaning, and grit removal for all equalization

basins associated with the storm water lagoons, lift stations and equalization basins. Provide for the removing and dredging of the sludge, scum, and grit from the sludge treatment lagoons.

- 3.11 Where required, provide for any recoating of painting systems exclusive of minor corrective painting performed by ESG.
- 3.12 Pay for electricity costs associated with the project.
- 3.13 The City's Water and Sewer Superintendent is hereby identified as administrator of this Agreement, and is authorized to act on Owner's behalf.
- 3.14 Owner shall provide and have available at all times during the term of this Agreement a regulatory agency approved site in immediate proximity of the wastewater treatment plant for the disposal of sludge generated by the wastewater treatment plant. The Owner and ESG agree and stipulate that ESG has no control over the contents of the sludge generated at the wastewater treatment plant. The parties further agree and stipulate that ESG has no interest, ownership, or otherwise, in the waste sludge generated by the wastewater treatment plant. The Owner agrees that ESG shall not be subject to or responsible for any liability or claims resulting from the generation by the wastewater treatment plant of waste sludge, nor for any liability or claims resulting from or relating to its disposal, nor for any liability arising out of or resulting from said waste sludge.
- 3.15 If Owner is unable to provide a regulatory agency approved site for sludge disposal in the immediate proximity of the wastewater treatment plant, as set forth above, Owner shall provide an alternative method for the disposal of said sludge, which shall be approved by all necessary regulatory bodies. If the alternative method results in additional costs to ESG, the Annual Fee shall be increased to cover all such additional costs, including overhead.
- 3.16 Owner shall provide maintenance tools and equipment as shown in Appendix E for the wastewater treatment plant, lift stations, and appurtenant facilities. Upon termination of this Agreement, said tools and equipment shall remain the property of the Owner, less normal wear and tear and any damage by an incident of Force Majeure excepted.
- 3.17 Owner shall provide all necessary laboratory apparatus and equipment necessary to meet the NPDES monitoring and analytical requirements, those pertaining to routine process monitoring and control, and those necessary to perform industrial pretreatment analysis. Inventory of said laboratory equipment is included in Appendix E. Upon termination of this Agreement, said laboratory equipment shall remain the property of the Owner, less normal wear and tear and any damage by an incident of Force Majeure excepted.
- 3.18 Owner shall maintain and enforce any and all equipment warranties and guarantees.

4. COMPENSATION

- 4.1 Owner shall pay to ESG as compensation for services performed under this Agreement an annualized amount of One Million, Four Hundred and Forty-Four Thousand and Two Hundred and Sixty Dollars (\$1,444,260.00). Said amount shall be payable in advance monthly installments of One Hundred and Twenty Thousand and Three Hundred and Fifty-Five Dollars (\$120,355.00).
- 4.2 The Base Fee shall be negotiated annually. If the parties fail to agree, the Base Fee shall be adjusted by the amount equivalent to the change in the Consumer Price Index for All Urban Consumers (CPI: U): South Urban Average, All Items, 1982-1984 = 100, as published by the Bureau of Labor Statistics, U.S. Department of Labor, for the period of twelve (12) months ending in August of that year.
- 4.3 ESG acknowledges that the Owner is required to adhere to the purchasing and bidding laws of the State of Mississippi. Owner and ESG acknowledge that this Agreement is for the services of managing, maintaining, operating and repairing the wastewater treatment facility and lift stations and that, therefore, the Agreement does not fall within the purview of said purchasing statutes. ESG shall use its best efforts not to take any action, or omit to take any action, which would cause the Owner to be in violation of the public purchase and bidding statutes of the State of Mississippi.
- 4.4 In the event any significant requirement changes occur in project operation, reporting, scope of services, monitoring, level of treatment, personnel qualifications, or staffing, Owner and ESG shall negotiate a commensurate adjustment in base fee.

5. PAYMENT OF COMPENSATION

- 5.1 The Owner shall pay ESG, as compensation for the services to be rendered hereunder, the base fee per Article 4.1. The Annual Fee shall be payable 1/12 monthly in advance by the 10th day of the month.
- 5.2 All other compensation to ESG is due on receipt of ESG's invoice and payable within thirty (30) days.
- 5.3 Any monies arising from Articles 2.5, 2.14 and 2.19 will be paid to Owner within sixty (60) days after the end of each Agreement year.

6. INDEMNITY, LIABILITY AND INSURANCE

- 6.1 ESG hereby agrees to and shall hold Owner harmless from any liability or damages for property damage or bodily injury, including death, which may arise from ESG's negligent operations under this Agreement, to the proportion such negligence contributed to the damages, injury, or loss, whether such negligent operation be by ESG or by subcontractor of ESG. Owner agrees to and shall hold

ESG harmless from any liability or damages for property damage or bodily injury, including death, which may arise from all causes of any kind other than ESG's negligence.

- 6.2 ESG shall be liable for those fines or civil penalties to a maximum aggregate of One Million Dollars (\$1,000,000) per year, which may be imposed by a regulatory agency for violations of the effluent quality requirements specified in Article 2.1, that are a result of ESG's negligent operation. Owner will assist ESG to contest any such fines in administrative proceedings and/or in court prior to any payment by ESG. ESG shall pay the costs of contesting any such fines.
- 6.3 ESG's liability to Owner under this Agreement specifically excludes any and all indirect or consequential damages arising from the operation, maintenance, and management of Project.
- 6.4 Each party shall obtain and maintain insurance coverage of a type and in the amounts described in Appendix F. Each party shall name the other party as an additional insured on all insurance policies covering the Project and shall provide the other party with satisfactory proof of insurance with certificates providing that the policy shall not be modified, cancelled nor shall expire without 30 days prior written notice to the other party.
- 6.5 It is understood and agreed that, in seeking the services of ESG under this Agreement, Owner is requesting ESG to undertake uninsurable obligations for Owner's benefit involving the presence or potential presence of hazardous substances. Therefore, Owner agrees to hold harmless, indemnify, and defend ESG from and against any and all claims, losses, damages, liability, and costs including, but not limited to, costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liability as may arise out of the sole negligence of ESG in the performance of services under this Agreement. The provisions of this Section 6.5 shall control over any conflicting provisions of this Agreement

7. TERM AND TERMINATION; DEFAULT REMEDIES

- 7.1 The term of this Agreement shall be three (3) years commencing on January 1, 2019. Thereafter, this Agreement will be renewed automatically unless either party provides written notice of its intention to terminate the agreement not less than 120 days prior to the conclusion of the term. If renewed, renewal shall be for successive terms of three years, and it is understood by the parties that at the time of renewal, the terms of this Agreement may be modified.
- 7.2 Either party may terminate this Agreement for a material breach of the Agreement by the other party after giving written notice of breach and allowing the other party thirty (30) days to correct the breach. Excepting breaches by Owner for nonpayment of ESG's invoices, neither party shall terminate this Agreement without giving the other party thirty (30) days written notice of intent to terminate after failure of the other party to correct the breach within thirty (30) days.
- 7.3 Upon notice of termination by Owner, ESG shall assist Owner in resuming

operation of the Project. ESG will provide Owner at the date of termination the quantities of chemicals to perform the necessary NPDES sampling requirements for not less than 30 days. Owner will pay ESG for the Cost of quantities in excess of the quantities for 30 days of sampling. If additional Cost is incurred by ESG at request of Owner, Owner shall pay ESG such Cost in accordance with Article 5.2.

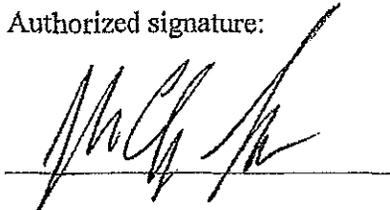
- 7.4 The Owner may terminate this Agreement without cause by giving ESG written notice of intent to terminate 90 days prior to effective termination date.

8. LABOR DISPUTES; FORCE MAJEURE

- 8.1 In the event activities by Owner's employee groups or unions cause a disruption in ESG's ability to perform at the Project, Owner, with ESG's assistance or ESG, at its own option, may seek appropriate injunctive court orders. During any such disruption, ESG shall operate the facilities on a best-efforts basis until any such disruptions cease.
- 8.2 Neither party shall be liable for its failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult, or abnormally costly, as a result of any unforeseen occurrence beyond its reasonable control. The party invoking this Force Majeure clause shall notify the other party immediately by verbal communication and in writing by certified mail of the nature and extent of the contingency within ten (10) working days after its occurrence.

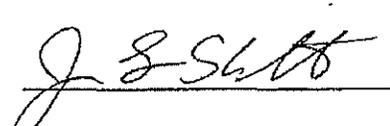
Both parties indicate their approval of this Agreement by their signatures below.

Authorized signature:



John Clay Sykes, PE
Title: Principal

Authorized signature:



Mayor Jason Shelton

ESG OPERATIONS, INC.



Daniel E. Groselle, Jr.
Title: Principal

CITY OF TUPELO, MISSISSIPPI

Date: January 22, 2019

ESG OPERATIONS, INC.

Date: 2/19/19

Appendix A - DEFINITIONS

- A.1 The "Project" means all equipment, vehicles, grounds, and facilities described in Appendix B and where appropriate, the management, operations, and maintenance of such.
- A.2 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or facility items that cost more than Three Thousand Dollars (\$3,000.00); or (2) major repairs that significantly extend equipment or facility service life and cost more than Three Thousand Dollars (\$3,000.00); or (3) expenditures that are planned, nonroutine, and budgeted by Owner.
- A.3 "Cost" means the total of all costs determined on an accrual basis in accordance with generally accepted accounting principles, including but not limited to direct labor, labor overhead, chemicals, materials, supplies, utilities, equipment, maintenance, repair, and outside services.
- A.4 "Maintenance" means the cost of those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or ESG to maximize the service life of the components, which make up the Project.
- A.5 "Repairs" means the cost of those nonroutine/nonrepetitive activities required for operational continuity, safety, and performance generally resulting from failure or to avert a failure of the components, which make up the Project.
- A.6 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of Owner's NPDES permit. Biologically toxic substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- A.7 "Adequate Nutrients" means plant influent nitrogen, phosphorous, and iron contents proportional to BOD₅ in the ratio of five (5) parts nitrogen, one (1) part phosphorous, and one-half (0.5) part iron for each one hundred (100) parts BOD₅.

Appendix B – PROJECT LOCATION

- B.1 ESG agrees to provide the services necessary for the management, operation, and maintenance of the following:
- a) All equipment, vehicles, grounds, aboveground piping and facilities now existing within the current property boundaries of or being used to operate the City of Tupelo's Wastewater Treatment Plant located at 2062 International Drive, Tupelo, Mississippi, 38801.
 - b) All equipment, grounds, aboveground piping, and facilities now existing within the current property boundaries of the City's wastewater collection system lift stations.
 - c) The air relief valves located on the City's sewer force mains.

Appendix C - NPDES PERMIT AND PROJECT CHARACTERISTICS

- C.1 ESG will operate Project so that effluent will meet the requirement of NPDES permit No. MS0036111 (copy attached). ESG shall be responsible for meeting the effluent quality requirements of Owner's NPDES permit unless one or more of the following occurs; (1) the Project influent does not contain Adequate Nutrients to support operation of Project biological processes and/or contains Biologically Toxic Substances that cannot be removed by the existing process and facilities; (2) dischargers into Owner's sewer system violate any or all regulations the Owner's Water and Sewer Ordinance and, (3) the flow, influent BOD₅, and/or suspended solids exceeds the Project design parameters, which are 10.5 million gallons of flow per day, 18,000 pounds of BOD₅ per day, 18,000 pounds of suspended solids, 2,200 pounds per day of ammonia, and a daily peaking factor of 2.0 times flow.
- C.2 In the event any one of the Project influent characteristics, suspended solids, BOD₅, or flow, exceeds the design parameters stated above, ESG shall return the plant effluent to the characteristics required by the NPDES permit in accordance with the following schedule after Project influent characteristics return to within design parameters.

<u>Characteristics Exceeding Design Parameters By</u>	<u>Recovery Period Maximum</u>
10% or Less	5 days
Above 10% Less than 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then ESG will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

- C.3 ESG shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances, and the subsequent recovery period.
- C.4 The estimated Costs for services under this Agreement are based on the following Project characteristics:

Flow	7.04 million gallons per day
BOD	11,750 pounds per day
Carboneous BOD	7,930 pounds per day
TSS	11,800 pounds per day
Ammonia	1,500 pounds per day

The above characteristics are the actual twelve (12) month averages prior to the date services are first provided under this Agreement. Any change of five percent (5%) or more in any of these characteristics, based on a twelve (12) month moving average, will constitute a change in scope.

Appendix E - VEHICLE, TOOL, AND LABORATORY EQUIPMENT INVENTORY DESCRIPTION

1. Ford 5000 diesel engine tractor
2. John Deere 4640, 155 HP diesel engine tractor
3. Mahindra Tractor
4. Land Pride Bush Hog
5. John Deere 9 ton manure spreader
6. Trailer mounted gas engine arc welder
7. Drill Press
8. Bench grinder
9. Bench vise
10. New Holland TL90 Tractor
11. John Deere 850 Gator
12. New Holland 555 Backhoe
13. All Laboratory Equipment, appliances and meters
14. All office furniture, file cabinets and chairs
15. All breakroom appliances

Appendix F - INSURANCE COVERAGE

ESG shall procure and maintain insurance, in accordance with the amounts and coverage set forth in this Appendix F, at ESG's sole expense, with reputable and financially responsible insurance companies having an A.M. Best Rating of A- or better. ESG shall furnish the City with certificates of such insurance and annual renewals thereof evidencing said insurance. Such certificates will list the City as the certificate holder and include the City as an additional insured with respect to liability arising from completed and ongoing operations performed under this Agreement by ESG as respect to Commercial General Liability, Contractor's Pollution Liability and Excess Liability coverage.

ESG shall maintain the following minimum limits of insurance::

1. Statutory workers' compensation for all of ESG's employees at the Project as required by Mississippi law and Employers Liability limits of One Million Dollars (\$1,000,000) per accident.
2. Commercial General Liability and Contractor's Pollution Liability insurance in a minimum amount not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and/or property damage to include completed and ongoing operations.
3. Commercial Automobile Liability (owned, non-owned, hired) in a minimum amount not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence inclusive of those vehicles leased by ESG from the City pursuant to the terms of this Agreement.
4. Excess Liability in the amount of Four Million Dollars (\$4,000,000) per occurrence excess the Commercial General Liability, Commercial Automobile Liability, Employers Liability and the Contractor's Pollution Liability.

Owner (and any subcontractors) shall maintain:

1. Property damage insurance for all equipment owned by The City and operated by ESG under this Agreement. Any equipment not properly or fully insured shall be the financial responsibility of The City.
2. Commercial General Liability insurance in a minimum amount not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and/or property damage.
3. Commercial Automobile Liability (owned, non-owned, hired) in a minimum amount not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence excluding those vehicles leased by ESG from the City pursuant to the terms of this Agreement.

4. Statutory workers' compensation limits for all of the City's employees as required by Mississippi law and Employers Liability limits of One Million Dollars (\$1,000,000) per accident.

The City shall furnish ESG with certificates of such insurance and renewals thereof evidencing said insurance. Such certificates will list the ESG as the certificate holder and include ESG as an additional insured for the coverages required herein (excluding Workers Compensation). The above policies maintained by the City shall contain a waiver of subrogation in favor of ESG.

Appendix D – Industrial Sampling and Laboratory Analysis Program

ESG shall provide Industrial Sampling and Laboratory Analysis consistent with historical practices established and implemented since 2004. Should any significant changes occur which impact ESG's cost of providing these services, ESG shall submit sufficient documentation to justify increased costs for the City's consideration. Should the changes be associated with either a significant new industry or significant changes to state and federal regulations, The City shall not withhold reasonable adjustment in compensation reflective of the direct costs associated with said changes.

Appendix G – Electrical Cost Sharing Program

The Owner and ESG shall collaborate on an energy conservation program to incentivize ESG to optimize electrical consumption at the Tupelo Wastewater Treatment Plant. The formula for sharing electrical cost savings shall be as follows:

Electrical Costs/MGD = (Total Electrical Costs for Contract Year)/(Million Gallons Treated)

Average Electrical Costs/MGD = Average of preceding 5 calendar years (Total Electrical Costs/Millions Gallons Treated) and not including current contract year.

Total Electrical Savings = (Electrical Costs, Current Contract Year – Average Electrical Costs) x Million Gallons Treated, Current Contract Year

As compensation for energy savings, ESG shall be compensated 20% of total energy savings, assuming the following conditions are met:

- 1) Energy Costs/MGD is less than 5 Year Historical Average Electrical Costs
- 2) Total Energy net costs (total dollars paid for energy, regardless of flow) is less than 5 year average.
- 3) Costs reduction is not due to a reduction in electrical utility rate charges. In the case of a rate change, savings associated with rate change shall be deducted on a pro-rated basis, allowing ESG to be compensated for those savings directly linked to energy optimization only.

Calculation of the electrical costs shall be determined based on the main electrical meter at the Tupelo WWTP. It shall not include the electrical costs for lift stations.

ESG shall track, trend and monitor power consumption at the Tupelo Wastewater Treatment Plant. Further, ESG shall submit to the City on a monthly basis a report summarizes both most recent month and year-to-date metrics including but not limited to those described above to the City's designated representative.

Approved
1/15/19

MEMO

TO: Mayor, City Council members
FROM: Shane Hooper
DATE: January 8, 2019
RE: Routine agenda item: Review/accept minutes of January 7 Planning Committee meeting.

Attached are the minutes of the January 7 Planning Committee meeting.

The only item on the agenda is a major subdivision from Rowanoak Development which will provide 38 residential lots on part of the former Azalea Gardens property acquired from the city on Ida Street. The Planning Committee approved this subdivision on a unanimous vote.

TUPELO PLANNING COMMITTEE

January 7, 2019

CALL TO ORDER

Chairman Ted Moll called the meeting to order. Other members present were Mr. Gus Hildenbrand, Mr. Scott Davis, Mr. Bill Smith, Mrs. Patti Thompson, Mr. Mack-Arthur Turner, and Mr. Eddie Armstrong. 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

Mr. Davis made a motion to approve the minutes of the November 5 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 December 3 minutes and completed the approval of the text amendments at their December 18 meeting.

NEW BUSINESS

MAJSUB 19-01: Application from Rowanoak Development for approval of 38 lot residential subdivision on Ida and Lawndale Streets

David Strange of 921 LaRoche Court, Ridgeland MS spoke on behalf of the application. He explained that the project had come about as a result of a partnership with the city to provide affordable housing on the site of the former Azalea Gardens property, which the city had acquired and cleared. Mr. Strange said that his company would use financing from the Low Income Housing Tax Credit program, which is available through a competitive process with the Mississippi Home Corporation. Mr. Strange explained how the program works by selling federal tax credits to corporations, who become partners in the housing developments that are financed with funds from the sale. The current project has \$9.1 million from the program and will obtain an additional \$900,000 from a bank.

Mr. Strange went on to discuss the eligibility requirements for residents. The housing is made available to households whose income is above the level to qualify for public housing, but not more than 60% of the area median income. The homes will be leased at rents that do not exceed 30% of the household income. After 15 years, the homes can be purchased by the residents at prices that keep their payment plus taxes under the 30% of income cap.

Mr. Strange said that if the subdivision is approved, his company would finalize the land purchase, demolish the remaining vacant buildings, submit construction plans, and

begin the infrastructure work. He pointed out that the lots on the south side of Ida Street, where some of the property lies in the floodplain, would be filled to the necessary clearance above the flood elevation. He also noted that the homes would have two car garages and would be LEED gold certified for energy efficiency. The development will include thirty three bedroom houses and eight two bedroom houses.

Mr. Turner asked about the minimum income requirement. Mr. Strange answered that it would be based on rent that is calculated on what is required to meet the developer's bank financing; the household would have to show enough income to make that rent without exceeding one third of their take home income.

Mr. Moll asked what happens if a household's income goes up after they qualify for the home. Mr. Strange replied that once in the home, the family can stay even if their income improves.

Mr. Davis asked if a resident would have the option to purchase before the 15 year point. Mr. Strange said that they would not.

Mr. Moll asked if the developer would be providing maintenance of the property. Mr. Strange answered that the developer handles all maintenance and upkeep, inside and out.

Mr. Hildenbrand asked about the HVAC systems. Mr. Strange said that they would be all electric high efficiency heat pumps.

Mr. Davis asked if there would be a neighborhood association for residents. Mr. Strange answered that the developer is required to set aside some funds for long range maintenance, a portion of the balance of which would be made available to a resident group after the 15 year point. He also pointed out that the leases provided for eviction if a tenant damages the property, fails to pay utility bills, or otherwise contributes to deterioration of the neighborhood.

Mr. Moll asked if the rent is fixed or variable. Mr. Strange answered that it could change if the area median income changes substantially, but not normally more than 3% in any year.

Mr. Turner asked if the potential residents would have a credit check. Mr. Strange said that a credit check is required but it would be lower than what is normally required for a loan.

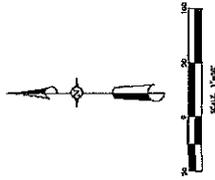
Mr. Moll asked if there were any racial specific guidelines in the program. Mr. Strange replied that they have to follow Fair Housing Act standards.

Mr. Hildenbrand asked about age restrictions. Mr. Strange answered that there were none.

Mr. Davis made a motion to approve the application. The motion was seconded by Mr. Smith and passed on a unanimous vote.

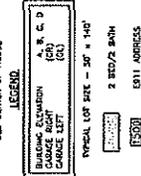
Mr. Moll set the next meeting for February 4, with the work session to be on January 28.

The meeting was adjourned on a motion by Mr. Davis, seconded by Mrs. Thompson.

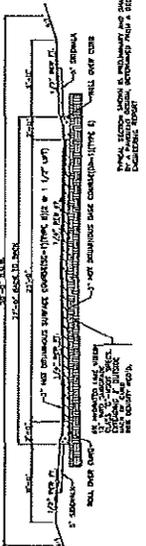
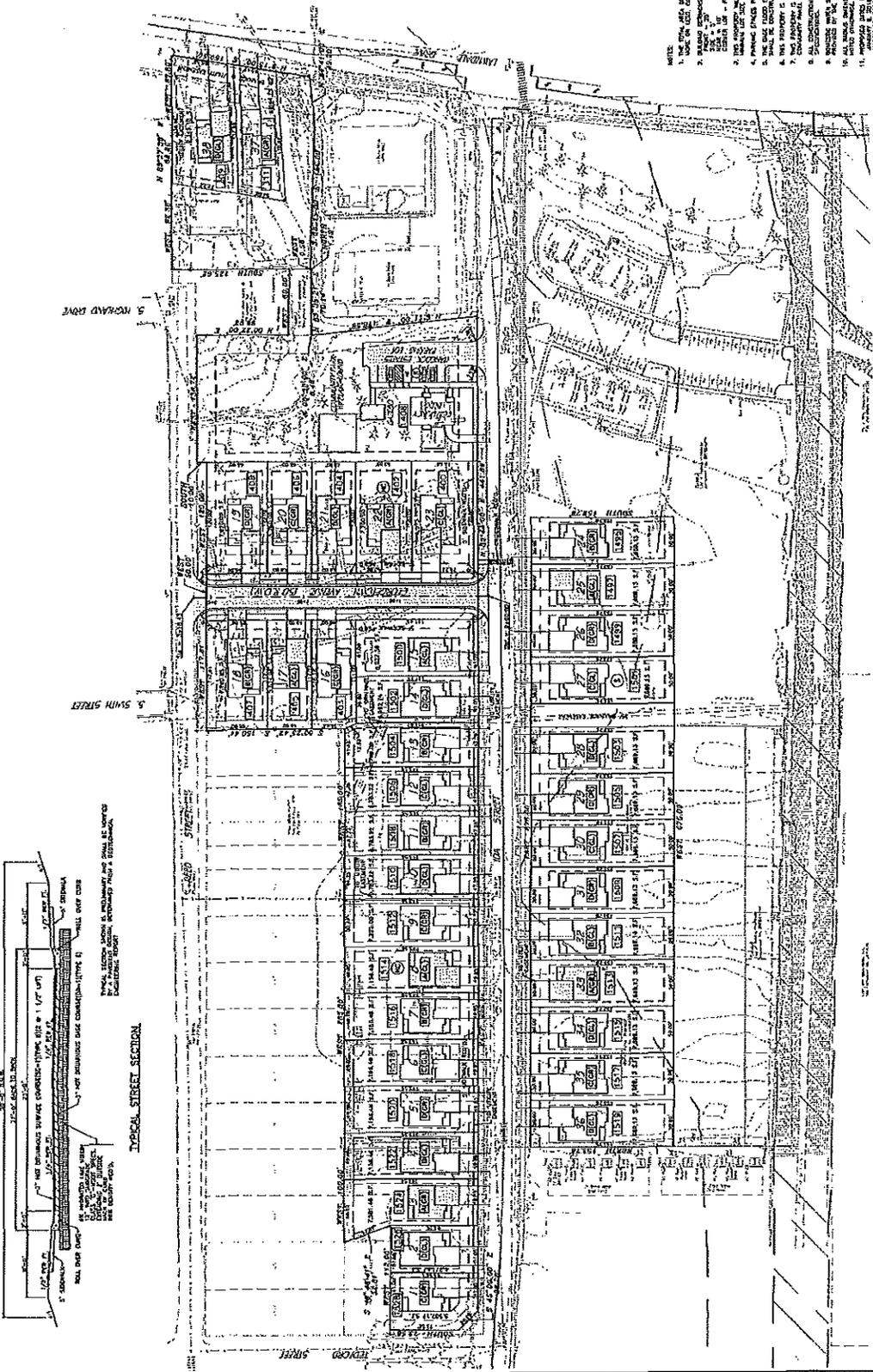


TYPICAL LOT DETAIL

ARCHITECTURAL FRONT ELEVATIONS
SEE CENTER OF HOIST



- NOTES:
1. THE SITE AND THE PROPOSED DEVELOPMENT IS SHOWN IN CONFORMANCE WITH THE ZONING ORDINANCE OF THE CITY OF TUPELO, MISSISSIPPI.
 2. ALL PROPOSED DEVELOPMENT IS TO BE CONFORMANT WITH THE ZONING ORDINANCE OF THE CITY OF TUPELO, MISSISSIPPI.
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 11. PROPOSED DEVELOPMENT IS TO BE CONFORMANT WITH THE ZONING ORDINANCE OF THE CITY OF TUPELO, MISSISSIPPI.



		PRELIMINARY PLAN 1			
213 WATERFORD SQUARE SUITE 200 MADISON, MS 39110 601.965.1999					
MYNASTER & ASSOCIATES, INC. CIVIL ENGINEERS & LAND SURVEYORS					
HANCOCK ESTATES TUPELO, MS					
REVISIONS	NO.	DATE	BY	CHECKED	APPROVED
1	1	12-18-18	SEE ABOVE	SEE ABOVE	SEE ABOVE



January 4, 2019

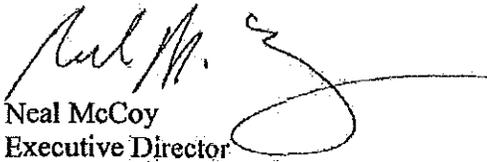
Mayor Jason Shelton
Mr. Travis Beard, Council President
Ms. Nettie Davis
Mr. Mike Bryan
Mr. Willie Jennings
Mr. Markel Whittington
Mr. Lynn Bryan
Mr. Buddy Palmer

Mayor Shelton and City Council,

I am requesting approval of international travel for Jennie Bradford Curlee. The Mississippi Development Authority Division of Tourism has extended an invitation to Tupelo to participate in the World Travel Market in Brazil in their place. The mission will include a combination of tour operator sales calls, media appointments and trade show appointments through the Travel South cooperative program. The mission will be from March 31 – April 7.

The maximum per diem rate for Sao Paulo, where the market place is held is \$122 per day. We ask that you set that as her maximum per diem rate for this trip.

Sincerely,


Neal McCoy
Executive Director



tupelo.net

P.O. Drawer 47 • 399 East Main St. • Tupelo, MS 38802 • #MyTupelo

APPENDIX F

City of Tupelo
Department of Parks and Recreation



MEMO

Alex Farned, M.S.
Director

To: Mayor, Jason Shelton and City Council
From: Alex Farned
CC: Don Lewis, Amanda Daniel, and Cassandra Moore
Date: 1/9/2019
Re: Request to Donate Sick Time To Zach Russell

I would like to request that the Mayor, and City Council allow employees of the Parks and Recreation Department to donate sick time to Zach Russell who works at the Parks and Recreation Department.

P. O. Box 3608 * Tupelo, MS 38803 * (662) 841-6440 * Fax (662) 841-6580
Email alex.farned@tupeloms.gov * www.tupeloms.gov

City of Tupelo
Department of Parks and Recreation



MEMO

Alex Farned, M.S.
Director

To: Mayor, Jason Shelton and City Council
From: Alex Farned
CC: Amanda Daniel, Don Lewis, Kim Hanna, Rosiland Bar
Date: 1/11/19
Re: Request to Surplus Items at the Tupelo Parks and Recreation Department

I would like to request to the Mayor, and City Council that the following items from the Parks and Recreation Department be surplus as follows:

***Please see attached surplus list**

- We have five items for auction
- We have one item to scrap

P. O. Box 3608 * Tupelo, MS 38803 * (662) 841-6440 * Fax (662) 841-6580
Email alex.farned@tupeloms.gov * www.tupeloms.gov

ORDER

ORDER APPROVING AGREEMENT TO RELEASE AND ASSIGN; AUTHORIZING MAYOR TO EXECUTE TERMINATION AND RELEASE OF COLLATERAL OF AUTOMOBILES OWNED BY TUPELO AUTO MUSEUM, INC.; AUTHORIZING MAYOR TO EXECUTE AND ACCEPT AN ASSIGNMENT OF PROCEEDS FROM THE TUPELO AUTO MUSEUM, INC. IN AN AMOUNT SUFFICIENT TO PAY ANY OUTSTANDING BOND INDEBTEDNESS; AND TO APPROVE THE MINUTES OF THE TUPELO REDEVELOPMENT AGENCY APPROVING AND ENTERING INTO THE SAME TRANSACTIONS SUBJECT TO LATER RATIFICATION

WHEREAS, the parties executed a Development Agreement dated December 19, 2000 whereby the Museum agreed to develop certain real property for the purpose of operating an antique automobile museum and the Agency, on behalf of the City, agreed to purchase the building and real property developed by the Museum;

WHEREAS, contemporaneously with the Development Agreement, the parties executed a Lease Purchase Agreement whereby the City and Agency would lease the developed real property to the Museum, and upon the expiration of the term prescribed therein, the Museum would have the option to purchase the building and real property from the City and Agency for a contract price of \$500.00;

WHEREAS, contemporaneously with the aforementioned agreements, the parties executed a Use and Security Agreement, in which the Museum, in order to induce the City and Agency into executing the Development Agreement and to secure the rental payments, granted unto the City and Agency a security interest in all of the Museum's and Frank Spain's present and future right, title and interest in and to any and all of the Museum's inventory, after-acquired inventory, accounts, general intangibles, automobiles and after-acquired automobiles;

WHEREAS, the parties amended the Lease Purchase Agreement on December 6, 2011 to attach a new payment schedule in order for the lease payments to reflect a lower interest rate

obtained by the City recalling the initial underlying bonds and issuing new bonds to finance the purchase pursuant to the Development Agreement; and

WHEREAS, the Museum desires to conduct an auction of all of its automobiles, as well as certain memorabilia and other items displayed in the Museum, in late April, 2019 and to thereafter pay in lump sum the balance of all rental payments that shall become due under the Lease Purchase Agreement and 2011 Amendment thereto.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein contained and intending to be legally bound, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

NOW, THEREFORE, IT IS ORDERED by the City Council of the City of Tupelo, Mississippi:

SECTION 1. The attached Agreement to Release and Assign with exhibits is hereby approved.

SECTION 2. The mayor is authorized to execute and deliver the Termination and Release of Collateral of automobiles owned by Tupelo Auto Museum, Inc., said document attached to the Agreement to Release and Assign as Exhibit "B".

SECTION 3. The mayor is authorized to execute and accept the Assignment of Proceeds from the Tupelo Auto Museum, Inc. in an amount sufficient to pay any outstanding bond indebtedness, said document attached to the Agreement to Release and Assign as Exhibit "C".

SECTION 4. The minutes of the Tupelo Redevelopment Agency approving and entering into the same transactions are hereby approved, subject to later ratification.

The foregoing order was proposed in a motion by Councilmember Markel Whittington, seconded by Councilmember Mike Bryan, and was brought to a vote as follows:

Councilmember M. Whittington voted	<u>Aye</u>
Councilmember L. Bryan voted	<u>Aye</u>
Councilmember Beard voted	<u>Aye</u>
Councilmember Davis voted	<u>Aye</u>
Councilmember Palmer voted	<u>Aye</u>
Councilmember M. Bryan voted	<u>Aye</u>
Councilmember Jennings voted	<u>Aye</u>

Whereupon, the Order having received a majority of affirmative votes, the President of the Council declared that the Order had passed and adopted on this the 15th day of January, 2019.

CITY OF TUPELO, MISSISSIPPI
Travis Beard
TRAVIS BEARD, City Council President

ATTEST:

Amanda Daniel
AMANDA DANIEL, Clerk of the Council

APPROVED:

Jason L. Shelton
JASON L. SHELTON, Mayor

January 22, 2019

DATE

AGREEMENT TO RELEASE AND ASSIGN

This Agreement to Release and Assign, hereinafter "Agreement," is made and entered into as of this, the 15th day of January, 2019, by and between TUPELO AUTO MUSEUM, Inc., a Mississippi nonprofit corporation, hereinafter referred to as the "Museum", and CITY OF TUPELO, MISSISSIPPI, a municipal corporation organized and existing under the laws of the State of Mississippi (the "City"), and TUPELO REDEVELOPMENT AGENCY, an urban renewal agency organized and existing under the laws of the State of Mississippi (the "Agency").

WITNESSETH:

WHEREAS, the parties executed a Development Agreement dated December 19, 2000 whereby the Museum agreed to develop certain real property for the purpose of operating an antique automobile museum and the Agency, on behalf of the City, agreed to purchase the building and real property developed by the Museum;

WHEREAS, contemporaneously with the Development Agreement, the parties executed a Lease Purchase Agreement whereby the City and Agency would lease the developed real property to the Museum, and upon the expiration of the term prescribed therein, the Museum would have the option to purchase the building and real property from the City and Agency for a contract price of \$500.00;

WHEREAS, contemporaneously with the aforementioned agreements, the parties executed a Use and Security Agreement, in which the Museum, in order to induce the City and Agency into executing the Development Agreement and to secure the rental payments, granted unto the City and Agency a security interest in all of the Museum's and Frank Spain's present and

future right, title and interest in and to any and all of the Museum's inventory, after-acquired inventory, accounts, general intangibles, automobiles and after-acquired automobiles;

WHEREAS, the parties amended the Lease Purchase Agreement on December 6, 2011 to attach a new payment schedule in order for the lease payments to reflect a lower interest rate obtained by the City recalling the initial underlying bonds and issuing new bonds to finance the purchase pursuant to the Development Agreement; and

WHEREAS, the Museum desires to conduct an auction of all of its automobiles, as well as certain memorabilia and other items displayed in the Museum, in late April, 2019 and to thereafter pay in lump sum the balance of all rental payments that shall become due under the Lease Purchase Agreement and 2011 Amendment thereto.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein contained and intending to be legally bound, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Release of Lien on Automobiles and Contents of Building. The City and Agency hereby agree to immediately effectuate the release, discharge, and termination of its security interest in the automobiles presently owned by the Museum, as described in Exhibit "A" attached hereto and incorporated herein by reference, as well as all other memorabilia and items housed in the Museum so that the Museum may advertise the automobiles and items as unencumbered and may transfer ownership of same at the April, 2019 auction. The City and Agency agree to execute a Termination and Release of Collateral, in substantially the same form as Exhibit "B" attached hereto, and any other document necessary to evidence the termination, including but not limited to the filing of UCC-3 termination or amendment statements with respect to each UCC-1

financing statement filed by the City and/or Agency regarding the automobiles and Museum contents. This termination and release shall not affect the City and Agency's security interest in the Museum's accounts and general intangibles, nor shall it affect the City and Agency's remaining rights and obligations under the Use and Security Agreement and Lease Purchase Agreement and the 2011 Amendment thereto.

2. Assignment of Certain Proceeds from Automobile Auction. In exchange for the City and Agency's willingness to terminate their security interest in the automobiles and other building contents, the Museum hereby agrees to assign all of its right, title and interest in and to approximately \$1,472,082.65, or the sum of payments due and owing under the Lease Purchase Agreement between the parties and the 2011 Amendment thereto, of the proceeds payable to the Museum and resulting from the automobile auction to occur in April, 2019. The Museum agrees to execute an Assignment of Proceeds, in substantially the same form as Exhibit "C" attached hereto, and any other document necessary to accomplish this assignment of certain auction proceeds.

3. Acknowledgment of Museum Closure. The City and Agency acknowledge that the Museum will cease to operate an automobile museum open to the public sometime in March or April, 2019. The Museum ceasing to operate an automobile museum and payment in advance of all remaining payments in the Rental Payment Schedule shortly after the closure of the Museum shall not be deemed an Event of Default under the Use and Security Agreement, the Lease Purchase Agreement, or the Development Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement to Release and Assign as of the day and year first above written.

TUPELO AUTO MUSEUM, INC.

By: Jane D. Spain
Jane D. Spain, President

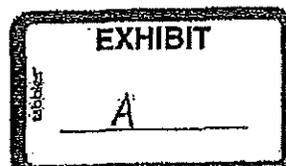
CITY OF TUPELO, MISSISSIPPI

By: Jason Shelton
Jason Shelton, Mayor

TUPELO REDEVELOPMENT AGENCY

By: [Signature]
Chairman

YEAR	MAKE	MODEL	COLOR
1886	BENZ	TRIKE	BLACK/WOOD
1899	KNOX	PORCUPINE	BLACK
1902	OLDS	MODEL R	BLACK
1903	CADILAC	MODEL A TOURING CURVED DASH	RED
1904	REO	TOURING RUNABOUT	YELLOW
1904	WHITE	STEAMCAR MODEL D	WHITE
1905	DELAUNAY	BELLVILLE	RED
1907	INTERNATIONAL	TOURING RUNABOUT	BLACK
1907	QUEEN	MODEL K TOURING	GREEN
1907	FORD	MODEL R	BLACK
1908	FIRESTONE	COLUMBUS	YELLOW
1908	GLIDE	SCOUT	TAN
1910	PATERSON		DARK BLUE
1910	HAYNES	MODEL 19	RED/WICKER
1910	CHALMERS	TOURING	BLUE
1911	BRUSH	ROADSTER MODEL D	BRIGHT GREEN
1911	SEARS&ROEBUCK	MODEL P	BLACK
1912	CARTERCAR	MODEL R	BROWN
1912	WHITE	MODEL 30	GREY ORIGINAL
1913	WESTCOTT		TAN/BROWN
1913	MINERVA	KNIGHT	CREAM
1914	HISPANO SUIZA	BOATTAIL SPEEDSTER	LIGHT GREEN
1914	PEERLESS	MODEL 48	DARK BLUE
1914	FORD	MODEL T RACER	RED
1914	SAXON		DARK GREEN
1914	TRUMBULL	CYCLE CAR	BLACK
1915	WINTON		DARK GREEN
1915	INTERNATIONAL	TRUCK	GREY
1915	LOZIER	SPEEDSTER MODEL 82	TAN
1915	STUDEBAKER	ROADSTER	YELLOW
1916	OWEN MAGNETIC		CREAM
1916	OWEN MAGNETIC	CHASSIS ONLY	NO COLOR
1916	AUBURN CHUMMY	ROADSTER	BLUE
1917	HUPMOBILE		BLUE
1917	PIERCE ARROW	2 SEATER SPORTS	LIGHT BLUE
1917	MITCHELL		GREY
1917	RENAULT	LIMO	BLACK
1918	STANLEY	STEAMER	DARK GREEN
1920	APPERSON	JACKRABBIT	BLUE
1921	MARTIN WASP	VICTORIAN LIMO WITH RICKSHAW TOP	YELLOW
1921	PACKARD	THIRD SERIES TWIN 6	GREY
1923	STANLEY	STEEMER NEEDS RESTOR LOOKS COMP	GREY
1923	BREWSTER	LIMO	GREEN
1923	MARMON	SPEEDSTER	WHITE
1923	FORD	MODEL T CENTER DOOR	BLACK
1924	GARDNER		GREEN
1926	HISPANO SUIZA	COUPE	DARK BLUE ALUM
1927	FORD		DARK GREEN
1927	STUTZ	BOATTAIL SPEEDSTER	BLACK



1928	PIERCE ARROW	CONVT COUPE	ORANGE
1928	FRANKLIN	4 DOOR PHAETON	MAROON
1928	HISPANO SUIZA	LIMO H6B	DARK BLUE
1928	LASALLE		BLACK
1929	CORD	L-29	YELLOW/GREEN
1929	DUSENBURG	JROLLSTON LIMO "PRINCE OF WHALES" BERLINE SEDAN	BLACK
1929	FIAT	4 DOOR PHAETON	CREAM
1929	PACKARD		RED
1929	CHEVROLET	"STOVBOLT" 2 DOOR	TAN/BROWN
1930?	JAGUAR	PARTS AND CHASSIS	GREEN
1930	PACKARD	4 DOOR	RED
1930	AUBURN	CONVT (UNRESTORED)	DARK GREY/BLACK
1930	CORD	L-29 (UNRESTORED)	BLACK
1930	FORD	MODEL A TRUCK	BLACK
1931	DETROIT ELECTRIC	MODEL 99	DARK BLUE
1931	LINCOLIN	MODEL 70 PASSENGER TOURING	CREAM/BROWN
1931	ROLLS ROYCE	AMERICAN BUILT 5 PASSENGER 3 DOOR TOURING	BLUE
1931	PONTIAC	5 PASSENGER 2 DOOR SEDAN	BLUE
1931	FORD	MODEL A DELUXE ROADSTER	BLACK
1932	CHEVROLET	UNRESTORED	BLACK
1934	MERCEDES BENZ	290 4DOOR	BLACK
1932	NASH	4DOOR CONVT	PINK PURPLE
1933	MORGAN	TRIKE "BEETLE BACK"	YELLOW
1935	PACKARD	8 4 DOOR	PALE YELLOW
1936	BENTLEY	PILLARLESS 4 DOOR	BLACK/SILVER
1936	LAGONDA	COE 88	GREEN
1936	ALVIS	SPEED 20 4DOOR	BLACK
1936	ALVIS	TOURER (UNRESTORED)	GREY
1937	CHRYSLER	AIRFLOW	BLACK
1937	CORD	812SC PHATON (UNRESTORED)	WHITE
1938	LAGONDA	V12 SALOON	TAN/BROWN
1938	MG	VA 4 PASSENGER	WHITE
1938	ALVIS	SPEED 25	WHITE
1938	CADILAC	V16 LIMO	BLACK
1939	FORD	CONVT	RED
1939	GRAHAM	SUPERCHARGED SADAN	DARK BLUE
1939	PLYMOUTH	ON LOAN TO ELVIS MUSEUM	GREY
1939	LAGONDA	V12 SALOON (UNRESTORED)	GREEN
1940	BUICK	SUPER CONVT 2 DOOR	MAROON
1940S?	JAGUAR	CHASSIS / PARTS	BLUE
1940?	MG	NEEDS RESTORATION LKS COMPLETE	RED
1940?	JAGUAR	CHASSIS / PARTS	GREY
1940	PACKARD	180	RED
1941	FORD	WOODIE WAGON	RED/WOOD
1941	LINCOLIN	ZEPHYR	DARK BLUE
1947	DODGE	CUSTOM "FISHBAIT MILLER"	BLACK
1951	TALBOT/LAGO		PURPLE/CREAM
1948	TUCKER	1028	TAN
1948	JAGUAR	MARK IV	WHITE/GREEN
1949	TRYUMPH	ROADSTER 2000	GREEN
1949	ALLARD	CONVT	WHITE/GREEN
1950S?	MG	CHASSIS AND PARTS	PRIMER

1950S?	STUDEBAKER	PROJECT	BLUE
1950?	SUNBEAM	TALBOT (BLACK)	BLACK
1950	JAGUAR	DHC MARK V	GREY
1950	STUDEBAKER	COMMANDER STARLIGHT	RED
1951	STUDEBAKER	STARLIGHT COUPE	PINK
1951	MG	TD	WHITE
1953	CHEVROLET	210 CONVERTIBLE "FACTORY CONV'T"	BLUE
1954	BUICK	ROADMASTER CONVERT	YELLOW
1954	MERCURY	SUNVALLEY	YELLOW/GREEN
1954	KAISER	DARREN ROADSTER	WHITE
1954	CHRYSLER	IMPERIAL	BLACK
1954	SUNBEAM	TALBOT-90	B
1955	DESOTO	FIREDOVE 4 DOOR SD	
1955	MESSERSCHMITT		WHITE
1955	PACKARD	CARIBBEAN CONV'T	WHITE/PINK
1955	JAGUAR	XK140 ROADSTER	WHITE
1955	PONTIAC	CHIEFTAN	RED
1957	BMW	ISETTA CONV'T	WHITE
1957	CHEVROLET	BELAIR	RED
1957	CHEVROLET	CORVETTE FULLIE	RED
1957	MERCURY	TURNPIKE CRUISER	YELLOW/WHITE
1957	DODGE	ROYAL CONV'T	RED/WHITE
1957	FORD	RETRACTABLE ROOF FAIRLANE 500 SKYLINER	RED/WHITE
1958	NASH	METROPOLITAN	PRIMER
1958	PACKARD	SPORTS COUPE	RED
1959	CADILAC	4 DOOR CONVERTIBLE	RED
1959	EDSEL	2 DOOR	WHITE
1959	MERCEDES BENZ	220S	RED
1960S?	MERCEDES BENZ	280 SL	TAN
1960S?	MERCEDES BENZ	280 SE (DARK GREEN)	DARK GREEN
1960	CHRYSLER	300F/5 PASSENGER CONV'T	DARK PINK
1960	MERCEDES BENZ	190 SL 2 DOOR ROADSTER	GREEN
1963	PONTIAC	BONNEVILLE CONVERT	DARK BLUE
1964.5	FORD	MUSTANG CONV'T	BROWN
1964	LESLIE	"THE GREAT RACE" WARRNER BROS.	WHITE
1964	MERCEDES BENZ	300 SE/C (WHITE)	WHITE
1964	STUDEBAKER	AVANTI R-2 COUPE	DARK RED
1965	AMPHICAR	2 DOOR 4 SEAT CONV'T	RED
1965	CHEVROLET	CORVAIR MONZA	RED
1966	LINCOLN	CONTENENTAL	BROWN
1967	MERCEDES BENZ	300 SEL (GREEN)	GREEN
1967	CITROEN	2CV	RED/BLACK
1967	MERCEDES BENZ	300 SE/C (GREEN)	GREEN
1967	ROTH	ED "BIG DADDY" ROTH "WISHBONE"	RED
1968?	CADILAC	ELDORADO 4 DOOR (BLUE)	BLUE
1978	LINCOLN	TOWNCAR	BROWN
1970	FORD	MUSTANG COBRA JET DEALER CUSTOMIZED	YELLOW
1969	CHEVROLET	CORVETTE	YELLOW
1971	DODGE	CHARGER WS2	RED/BLACK
1971	VOLKSWAGGON	BUGG CONVERTIBLE	RED
1972	MERCEDES BENZ	450 SL	YELLOW
1974	VOLKSWAGGON	SP-2	DARK GREEN

1974	PORSCHE	914	YELLOW
1974	VOLKSWAGGON	SUPERBEETLE	RED
1974	JENSEN	INTERCEPTOR III CONVERT	BROWN
1973	OPEL		RED
1975	BRICKLIN	SV1	WHITE
1976	AMC	GREMLIN	WHITE
1977	PONTIAC	TRANS AM	WHITE
1977	CHEVROLET	CORVETTE STINGRAY	GREY
1981	DMC	DELOREAN	SILVER
1982	CHEVROLET	BARRISTER (LIBERACE)	BLACK
1982	DODGE	DART ELECTRIC	BLUE
1982	MASERATI	QUATTROPORTE	TAN
1983	CHEVROLET	CAMAROVETTE	YELLOW/ORANGE
1984	ASTON MARTIN	LAGONDA	BLACK
1984	PORSCHE	944	BLUE
1985	TRITON	AERO CAR (DOMINOS)	RED/WHITE/BLUE
1986	JAGUAR	XJS CONVERTIBLE	GREEN
1986	LONDON	STERLING CAB	BLACK
1994	CADILAC	ALANTE	WHITE
1994	DODGE	VIPER 12 MILES	RED
2003	TOYOTA	PRIUS	LIGHT BLUE
2004	TOYOTA	PRIUS	GREEN

TERMINATION AND RELEASE OF COLLATERAL

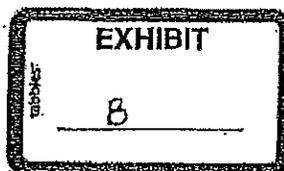
THIS TERMINATION AND RELEASE OF COLLATERAL (this "Release") is made as of January __, 2019, by and among TUPELO AUTO MUSEUM, Inc., a Mississippi nonprofit corporation, hereinafter referred to as the "Museum", and the CITY OF TUPELO, MISSISSIPPI, a municipal corporation organized and existing under the laws of the State of Mississippi (the "City"), and TUPELO REDEVELOPMENT AGENCY, an urban renewal agency organized and existing under the laws of the State of Mississippi (the "Agency"), pursuant to the terms of a certain Agreement to Release and Assign (the "Agreement").

WITNESSETH:

WHEREAS, the parties executed a Use and Security Agreement dated December 19, 2000, in which the Museum, in order to induce the City and Agency into executing a certain Development Agreement and to secure the rental payments under a certain Lease Purchase Agreement, granted unto the City and Agency a security interest in all of the Museum's and Frank Spain's present and future right, title and interest in and to any and all of the Museum's inventory, after-acquired inventory, accounts, general intangibles, automobiles and after-acquired automobiles;

WHEREAS, the Museum has agreed to assign the proceeds of the auction of its automobiles in an amount equal to the outstanding payments pursuant to the Lease Purchase Agreement between the parties and the Amendment thereto, such amount totaling approximately \$1,472,082.65; and

WHEREAS, because the City and Agency will receive a benefit, directly or indirectly, from the consummation of the transactions contemplated by the Agreement, the City and Agency



have agreed to irrevocably, unconditionally and completely release their security interest in the Collateral as described herein.

NOW, THEREFORE, for value received, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination and Release. The City and Agency hereby fully relinquish, release, discharge and terminate their security interest in all of the Museum's and Frank Spain's right, title and interest in and to any and all of the Museum's inventory, automobiles, and all other memorabilia and display items housed in the Museum building (the "Collateral").

2. Termination or Amendment of UCC-1 Financing Statements: In order to evidence the termination set forth in Paragraph 1 above, the City and Agency hereby authorize the Museum to file with respect to each UCC-1 financing statement filed by the City and/or Agency regarding the Collateral one or more UCC termination or amendment statements.

3. No Other Effect. The parties acknowledge that this Release shall not alter or affect the City and Agency's security interest in the Museum's accounts and general intangibles, nor shall it affect any parties remaining rights and obligations under the Use and Security Agreement and Lease Purchase Agreement and the 2011 Amendment thereto.

4. Miscellaneous. This Release may not be amended, modified or waived except in a writing executed by the parties hereto. This Release shall be construed and interpreted in accordance with the laws of the State of Mississippi without regard to conflicts of laws principles thereof. This Release may be executed in one or more counterparts, each of which shall be

deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Termination and Release of Collateral as of the day and year first above written.

TUPELO AUTO MUSEUM, INC.

By: _____
Jane D. Spain, President

CITY OF TUPELO, MISSISSIPPI

By: _____
Jason Shelton, Mayor

TUPELO REDEVELOPMENT AGENCY

By: _____
Chairman

ASSIGNMENT OF PROCEEDS

This Assignment of Proceeds, hereinafter "Assignment," is made and entered into as of this, the _____ day of January, 2019, by and between TUPELO AUTO MUSEUM, Inc., a Mississippi nonprofit corporation, hereinafter referred to as the "Assignor", and CITY OF TUPELO, MISSISSIPPI, a municipal corporation organized and existing under the laws of the State of Mississippi (the "City"), and TUPELO REDEVELOPMENT AGENCY, an urban renewal agency organized and existing under the laws of the State of Mississippi (the "Agency"), collectively hereinafter referred to as the "Assignee," pursuant to the terms of a certain Agreement to Release and Assign (the "Agreement").

WITNESSETH:

WHEREAS, pursuant to the Agreement between the parties, Assignee has agreed to release certain antique automobiles and other items from liens granted under the Use and Security Agreement between the parties dated December 19, 2000 in anticipation of certain antique automobiles being sold by Assignor;

WHEREAS, the Assignor has agreed to assign the proceeds of the auction of its automobiles in an amount equal to the outstanding payments pursuant to the Lease Purchase Agreement between the parties and the Amendment thereto, such amount totaling approximately \$1,472,082.65; and

WHEREAS, the parties hereto desire to effectuate an assignment of the proceeds resulting or arising from the anticipated auction of the automobiles, from Assignor to Assignee.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein contained and intending to be legally bound, and for other good and valuable consideration, the



receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Assignor hereby assigns all of its right, title and interest in and to **One Million Four Hundred Seventy Two Thousand Eighty Two and 65/100th Dollars (\$1,472,082.65) or the sum of the remaining payments to become due under the Lease Purchase Agreement between the parties and the 2011 Amendment thereto, of the proceeds payable to the Assignor and resulting from the automobile auction to occur in April, 2019.**

2. This Assignment is given pursuant to the provisions of Paragraph 2 of the Agreement, which was executed on the _____ day of January, 2019.

3. Assignor represents that its right, title and interest in and to the proceeds as set forth herein have not otherwise been assigned, bargained or sold by Assignor to any other party. However, it is understood that the Assignor will incur costs necessary to undertaking the auction, and the auction company, its affiliates, and others providing services with regard to the auction may be paid from the proceeds prior to the Assignor receiving any funds.

4. This Assignment may not be amended, modified or waived except in a writing executed by the parties hereto. This Assignment shall be construed and interpreted in accordance with the laws of the State of Mississippi without regard to conflicts of laws principles thereof. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

TUPELO AUTO MUSEUM, INC.

By: _____
Jane D. Spain, President

ASSIGNEE:

CITY OF TUPELO, MISSISSIPPI

By: _____
Jason Shelton, Mayor

TUPELO REDEVELOPMENT AGENCY

By: _____
Chairman