

MUNICIPAL MINUTES, CITY OF TUPELO**STATE OF MISSISSIPPI****MAY 7, 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, May 7, 2019, at 6:00 p.m. with the following in attendance: Markel Whittington, Lynn Bryan, Travis Beard, Nettie Y. Davis, Buddy Palmer, Mike Bryan; City Attorney Ben Logan; Leesha Faulkner Communications Director, acting as Clerk of the Council in the absence of Amanda Daniel Clerk of the Council. Councilman Willie Jennings was absent.

Councilman Lynn Bryan gave the invocation, followed by the Pledge of Allegiance led by Councilwoman Nettie Y. Davis.

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 OF THE AGENDA AND AGENDA ORDER

Councilwoman Davis moved, seconded by Councilman Mike Bryan to confirm the agenda and agenda order. Of those present, the vote was unanimous.

PROCLAMATIONS, RECOGNITIONS, AND REPORTS AGENDA**IN THE MATTER OF RECOGNITIONS OF BOY AND GIRL SCOUTS**

No Boy or Girl Scouts were present at the meeting.

IN THE MATTER OF RECOGNITION OF CITY EMPLOYEES

The following City employees were present for recognition of years of service to the City of Tupelo:

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- Amy Williams Kennedy, Parks and Recreation, 15 years
- Deborah Shanta Jones, Parks and Recreation, 10 years
- Willie Poole, Public Works, 10 years
- Neal McCoy, Convention and Visitors Bureau, 15 year

IN THE MATTER OF PUBLIC RECOGNITIONS

Councilwoman Nettie Davis asked for prayers and condolences for the family of Community Outreach Coordinator Marcus Gary after the passing of his uncle last week. She also read a poem in tribute to all mothers, in advance of Mother's Day.

Councilman Buddy Palmer praised the Blue Suede Cruise organizers for a successful event the weekend previous. The event included more than 770 registered vehicles.

IN THE MATTER OF PROCLAMATIONS

- National Police Week, May 11-15, 2019 **APPENDIX A**
- Kids to Parks Day, May 18, 2019 **APPENDIX B**
- National Public Works Week, May 19-25, 2019 **APPENDIX C**

IN THE MATTER OF THE MAYOR'S REPORT

Mayor Jason Shelton gave the following report:

Too often we get so bogged down with the details and execution of small projects that we miss the big picture. In looking over tonight's agenda, I was both overwhelmed by and proud of what we do.

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The Hyperion relocation and expansion that we announced earlier today is exciting news. It represents our commitment to jobs and economic development. Tonight's agenda contains other examples:

The Cooper Tire ad valorem tax exemption is a recurring action that demonstrates the company's commitment to Tupelo and our commitment to partner with business to provide incentives for job creation, growth and sustainment.

The approval of the operations and maintenance agreement with Northeast Mississippi Water Supply District paves the way for water and sewer to be delivered to the Hive, an industrial park of the future, located along new Highway 6 and wholly within the Tupelo Public School District.

Last week we maintained our Moody's Aa2 bond rating while refunding of water district bonds saving the citizens of Tupelo and the water district's customers \$844,000 and a net present value benefit of 11.5% upon refinancing.

Our public schools are our greatest economic development and job creation tool. That is why tonight we are partnering with TPSD to add three School Resource Officers in a program that will allow us in the future to add more.

We are committed to a vibrant downtown. Thursday afternoon marks the grand opening of Fairpark Plaza, home to Bank Plus, Century Construction, and Ross and Yerger. A new restaurant is coming, Southern Craft Stove and Tap. The approval of the first change order on the Fairpark Phase 3C detention pond and the minutes of the Tupelo Redevelopment Agency validate our commitment to a vibrant downtown. Our public/private partnerships and public infrastructure commitment of \$3.2 million last summer have given us a development canvas that is already producing results for downtown residential and commercial growth. The TRA minutes contain sales option agreements for over \$600,000 in sales of property constituting two undeveloped blocks of Fairpark for multi-story, mixed-use buildings.

Tonight, our citywide commitment to revitalization and development demonstrates our goals of tailoring different approaches for different

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neighborhoods by using a wide range of tools from our revitalization toolkit: assessing the costs of demolition of four dilapidated structures and moving forward with the demolition of the old animal shelter; creating a Belledeer neighborhood design review committee; sale of four lots on Magazine Street, representing the first phase of the Frisco Alley project; approving a development agreement with Roanoke Development to construct 38 of the ultimate 76 Section 42 work force homes in the Ida/Lawndale/Monument Drive area; and to the south of those developments, approving a planning and design services agreement with the Orion Group – a regionally recognized planning firm – representing the second phase of developing 130 adjoining acres of infill vacant land into market-rate housing, alongside places of cultural and historical significance and providing new quality of life greenspace and recreational opportunities.

In showing our commitment to quality of life and the tourism economy, tonight we authorize going forward on revenue bonds for the upgrade and expansion of the BancorpSouth Arena and Conference Center. We are continuing to maintain, upgrade, and expand our utilities infrastructure. Tonight, we approve the upgrade of five major sewer lift stations, complete the last of the annexed water and sewer projects providing services to 2500 annexed residents, which also opens the opportunity for new residential and commercial growth in those areas, and we continue to complete the AMR project.

Just as we have done for transportation with the Major Thoroughfare Program, prioritization of paving and the Street Saver Program, we approve an engineering services agreement to formulate a similar plan to categorize and address drainage on the local, regional, and national levels.

We have a long agenda that will greatly benefit the city for many, many years to come.

Also in Tupelo:

TUPELO CITY COUNCIL, MEETING AGENDA**STATE OF MISSISSIPPI****MAY 7, 2019**

A busy weekend past with the Kentucky Derby fundraiser, the Blue Suede Cruise, which demonstrates the quality of life and tourism efforts in Tupelo.

Looking forward to a great Gumtree Festival.

Happy Mother's Day in anticipation of Sunday.

Announce my engagement to Jessica Wallace. I'm excited about what the future holds for us.

(CLOSE REGULAR MEETING. OPEN PUBLIC AGENDA)

PUBLIC AGENDA**IN THE MATTER OF PUBLIC HEARINGS****IN THE MATTER OF DEMOLITION OF PROPERTIES**

No persons were present to address demolition of properties.

IN THE MATTER OF CITIZEN HEARINGS

No persons were present to address the City Council.

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

**IN THE MATTER OF REVIEW, APPROVE, REJECT RESOLUTION
GRANTING AD VALOREM TAX EXEMPTION TO COOPER TIRE &
RUBBER COMPANY (MOVED UP FROM STUDY AGENDA 4/16/19.**

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Councilman Lynn Bryan moved, seconded by Councilman Mike Bryan, to approve the resolution granting ad valorem tax exemption to Cooper Tire & Rubber Company. The motion passed unanimously among those present.

APPENDIX D**IN THE MATTER OF REVIEW, APPROVE, REJECT RESOLUTION AUTHORIZING MAYOR TO ENTER INTO OPERATIONS AND MAINTENANCE AGREEMENT BETWEEN CITY OF TUPELO AND NORTHEAST MISSISSIPPI REGIONAL WATER SUPPLY DISTRICT, SUBJECT TO RATIFICATION IN FINAL FORM, (MOVED UP FROM STUDY AGENDA 4/02/19 MEETING – TABLED AT 04/16/19 MEETING.**

Councilman Whittington moved, seconded by Councilman Lynn Bryan, to take from the table the resolution authorizing Mayor to enter into operations and maintenance agreement between the City of Tupelo and Northeast Mississippi Regional Water Supply District, subject to ratification in final form, which was tabled April 16, 2019. The motion passed unanimously among those present, and the matter was taken from the table.

Councilman Whittington moved, seconded by Councilman Lynn Bryan, to approve the resolution authorizing mayor to enter into operations and maintenance agreement between City of Tupelo and Northeast Mississippi Regional Water Supply District, subject to ratification in final form. The motion passed unanimously among those present. **APPENDIX E**

IN THE MATTER OF REVIEW, APPROVE, REJECT RESOLUTION AUTHORIZING MAYOR TO ENTER INTO AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN TUPELO PUBLIC SCHOOL DISTRICT AND TUPELO POLICE DEPARTMENT REGARDING SCHOOL RESOURCE OFFICER PROGRAM (MOVED UP FROM STUDY AGENDA 4/16/19.

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Councilman Whittington moved, seconded by Councilman Lynn Bryan, to approve resolution authorizing May to enter into amended and restated memorandum of understanding between Tupelo Public School District and Tupelo Police Department regarding the school resource officer program. The motion passed unanimously among those present. **APPENDIX F**

IN THE MATTER OF A RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON APRIL 2, 2019, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST HAS BEEN FILED BY THE QUALIFIED ELECTORS REGARDING THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SIXTEEN MILLION DOLLARS (\$16,000,000).

Councilman Lynn Bryan moved, seconded by Councilman Whittington, to approve a resolution finding and determining that the resolution adopted on April 2, 2019 was duly published as required by law; that no sufficient protest has been filed by the qualified electors regarding the execution and delivery of a promissory note (Tupelo, Mississippi Public Improvement Revenue Project) in the principal amount of not to exceed sixteen million dollars (\$16,000,000). The motion passed unanimously among those present. **APPENDIX G**

IN THE MATTER OF THE RESOLUTION OF THE MAYOR AND CITY COUNCIL, OF THE CITY OF TUPELO, MISSISSIPPI ("THE CITY") AUTHORIZING THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SIXTEEN MILLION DOLLARS (\$16,000,000) ("THE NOTE") TO SECURE A LOAN (THE "LOAN") FROM THE MISSISSIPPI DEVELOPMENT BANK TO THE CITY FOR THE PURPOSES OF PROVIDING FUNDS FOR ERECTING, REPAIRING, IMPROVING, ADORNING, EQUIPPING, EXPANDING, AND FURNISHING MUNICIPAL BUILDINGS, INCLUDING BUT NOT LIMITED TO THE

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CONVENTION CENTER AND RELATED MUNICIPAL BUILDINGS, AND PURCHASING BUILDINGS AND LAND THEREFORE AND FOR OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE ANN. SECTIONS 21-33-301 ET SEQ., AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME, THE ACT AND SECTIONS 31-25-1-ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND OTHER APPLICABLE LAWS OF THE STATE OF MISSISSIPPI, INCLUDING PAYING FOR THE COST OF SUCH BORROWING; APPROVING THE FORM OF AN INDENTURE DELIVERY OF A LOAN AGREEMENT AND A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH THE ISSUANCE OF THE NOTE AND THE ISSUANCE BY THE MISSISSIPPI DEVELOPMENT BANK OF NOT TO EXCEED \$16,000,000 SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT) FOR THE PURPOSE OF FUNDING THE LOAN TO THE CITY; AUTHORIZING THE SALE OF SAID MISSISSIPPI DEVELOPMENT BANK BONDS; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF CERTAIN AND SAID MISSISSIPPI DEVELOPMENT BANK BONDS; AND FOR RELATED PURPOSES. (EXHIBITS ARE ON FILE IN THE COUNCIL CLERK'S OFFICE).

Councilwoman Davis moved, seconded by Councilman Palmer to approve the resolution of the Mayor and City Council, of the City of Tupelo, Mississippi ("the *City*") authorizing the execution and delivery of a promissory note (Tupelo, Mississippi Public Improvement Revenue Project) in the principal amount of not to exceed sixteen million dollars (\$16,000.000)("the *Note*") to secure a loan ("the *Loan*") from the Mississippi Development Bank to the City for the purposes of providing funds for erecting, repairing, improving, adorning, equipping, expanding, and furnishing municipal buildings, including but not limited to the Convention Center and related municipal buildings, and purchasing buildings and land therefore and for other authorized purposes under Mississippi Code Ann. Sections 21-33-301 *Et Seq.*, as amended and/or supplemented from time to time, the Act and Sections 31-25-1 *Et Seq.*, Mississippi Code of 1972, as amended and

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Supplemented from time to time and other applicable laws of the state of Mississippi, including paying for the cost of such borrowing; approving the form of an indenture delivery of a loan agreement and a preliminary official statement in connection with the issuance by the Mississippi Development Bank of not to exceed \$16,000,000 special obligation bonds, Series 2019 (Tupelo, Mississippi Public Improvement Revenue Project) for the purpose of funding the loan to the City; authorizing the sale of said Mississippi Development Bank bonds; and for related purposes. (Exhibits are on file in the Council Clerk's office). The motion passed unanimously among those present. **APPENDIX H**

ROUTINE AGENDA**IN THE MATTER OF REVIEW, APPROVE, REJECT MINUTES OF THE APRIL 16, 2019, REGULAR CITY COUNCIL MEETING.**

Councilman Whittington moved, seconded by Councilman Palmer, to approve the April 16, 2019, regular City Council meeting minutes. The motion passed unanimously among those present. **APPENDIX I**

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

There were no items for consideration.

IN THE MATTER OF REVIEW AND PAY BILLS.

Councilmen Palmer, Whittington, Beard, and Lynn Bryan had earlier reviewed the bills. Councilman Whittington moved, seconded by Councilman Palmer, to pay the bills. The motion passed unanimously among those present.

MUNICIPAL MINUTES, CITY OF TUPELO**STATE OF MISSISSIPPI****MAY 7, 2019****CHECK NUMBERS 355259-355737****ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF THE DOCKET****INVOICES AS SHOWN ON THE FACE OF THE DOCKET****IN THE MATTER OF REVIEW, APPROVE, REJECT MINUTES OF THE
MARCH 18, 2019 TUPELO COLISEUM COMMISSION MEETING.**

Councilman Mike Bryan moved, seconded by Councilman Palmer, to accept the minutes of the March 18, 2019 Tupelo Coliseum Commission meeting. The motion passed unanimously among those present. **APPENDIX J**

**IN THE MATTER OF REVIEW, APPROVE, REJECT REQUEST FROM
TUPELO PUBLIC WORKS DEPARTMENT TO SUBMIT THE
ATTACHED LIST OF ITEMS TO BE SURPLUSED FOR DISPOSAL AND
REMOVED FROM FIXED ASSETS.**

Councilwoman Nettie Davis moved, seconded by Councilman Mike Bryan, to find the items no longer needed for municipal purposes, dispose of them in accordance with the written recommendations of the Public Works department and remove the items from the department's asset list. The motion passed unanimously among those present. **APPENDIX K**

**IN THE MATTER OF REVIEW, APPROVE, REJECT NOMINATION OF
DANNY RILEY TO THE NORTHEAST MISSISSIPPI WATER DISTRICT.**

Councilman Palmer moved, seconded by Councilman Lynn Bryan, to approve the nomination of Danny Riley to the Northeast Mississippi Water District. The motion passed unanimously among those present. **APPENDIX L**

MUNICIPAL MINUTES, CITY OF TUPELO**STATE OF MISSISSIPPI****MAY 7, 2019****IN THE MATTER OF REVIEW, APPROVE, REJECT ADJUDICATION
COST ASSESSED AGAINST DEMOLISHED PROPERTIES AT THE
FOLLOWING:**

511 RUTLAND

1309 NORTH GREEN

1405 WALSH ROAD

464 NORTH BROADWAY

Councilman Lynn Bryan moved, seconded by Councilman Whittington, to adjudicate the cost and penalty and assess a lien against the demolished properties, including 511 Rutland, 1300 North Green, 3405 Walsh Road, and 464 North Broadway. The motion passed unanimously among those present. **APPENDIX M**

**IN THE MATTER OF REVIEW, APPROVE, REJECT NOMINATION OF
IAN PATRICK MORRISON TO THE MAJOR THOROUGHFARE
COMMITTEE.**

Councilwoman Davis moved, seconded by Councilman Palmer, to approve the nomination of Ian Patrick Morrison to the Major Thoroughfare Committee. The motion passed unanimously among those present. **APPENDIX N**

**IN THE MATTER OF REVIEW, REJECT, REBID INVITATION TO BID
#2019-002FD FOR SIX (6) EXHAUST REMOVAL SYSTEMS FOR THE
FIRE DEPARTMENT.**

Councilman Whittington moved, seconded by Councilman Mike Bryan, to reject the invitation to bid #2019-002FD for (6) exhaust removal systems for the fire department. The motion passed unanimously among those present. **APPENDIX O**

MUNICIPAL MINUTES, CITY OF TUPELO**STATE OF MISSISSIPPI****MAY 7, 2019****IN THE MATTER OF REVIEW, APPROVE, REJECT ORDER
ALLOWING CHIEF BART AGUIRRE TO ENTER INTO CONTRACT
WITH THE DEPARTMENT OF THE NAVY FOR THE LEASE OF
THIRTEEN (13) NIGHT VISION GOGGLES FOR THE PERIOD OF ONE
(1) YEAR.**

Councilman Mike Bryan moved, seconded by Councilwoman Davis, to approve order allowing Chief Bart Aguirre to enter into contract with the Department of the Navy for the lease of thirteen (13) night vision goggles for the period of one (1) year. The motion passed unanimously among those present.

APPENDIX P**IN THE MATTER OF REVIEW, APPROVE REJECT CHANGE ORDER
FOR FAIRPARK PHASE 3C/DETENTION POND PROJECT.**

Councilman Lynn Bryan moved, seconded by Councilwoman Davis, to find the change order commercially reasonable, not made to circumvent the purchasing law and to approve the change order for Fairpark Phase 3C/detention pond project. The motion passed unanimously among those present. **APPENDIX Q**

**IN THE MATTER OF APPROVE, REJECT BID NUMBER 2019-001PW
FOR HOT BITUMINOUS PAVEMENT SURFACE MIX TO BE
AWARDED TO APAC-MISSISSIPPI, INC.**

Councilman Mike Bryan moved, seconded by Councilwoman Davis to award bid number 2019-001PW for hot bituminous pavement surface mix to APAC-Mississippi, Inc. and to W&G Construction as alternate bidder as appropriately needed. The motion passed unanimously among those present.

APPENDIX R

MUNICIPAL MINUTES, CITY OF TUPELO**STATE OF MISSISSIPPI****MAY 7, 2019****IN THE MATTER OF REVIEW, ACCEPT, REJECT NOMINATION OF RESIDENTS TO SERVE ON BELLEDEER NEIGHBORHOOD DESIGN REVIEW COMMITTEE.**

Councilman Whittington moved, seconded by Councilman Mike Bryan, to accept nomination of residents to serve on the Belledeer Neighborhood Design Review Committee. The motion passed unanimously among those present.

APPENDIX S**IN THE MATTER OF REVIEW APPROVE REJECT SRF AMENDED LOAN AGREEMENT FOR REHAB OF FIVE (5) SEWER LIFT STATIONS.**

Councilman Whittington moved, seconded by Councilman Mike Bryan, to approve the SRF amended loan agreement for rehab of five (5) sewer lift stations. The motion passed unanimously among those present. **APPENDIX T**

IN THE MATTER OF REVIEW, APPROVE, REJECT CHANGE ORDER FOR PROJECT #1527 DS COLEY ROAD INTERSECTION IMPROVEMENTS AT MCCULLOUGH BLVD.

Councilwoman Whittington moved, seconded by Councilman Palmer, to find the change order commercially reasonable, not made to circumvent the purchasing law and to approve the change order for project #1527 DS Coley Road Intersection Improvements at McCullough Blvd. The motion passed unanimously among those present. **APPENDIX U**

IN THE MATTER OF REVIEW, APPROVE, REJECT SURPLUS AND DEMOLITION OF OLD HUMANE SOCIETY SHELTER LOCATED AT 2400 SOUTH GLOSTER STREET AND TRANSFER OF PROPERTY.

Councilwoman Davis moved, seconded by Councilman Whittington, to find that the real property and building located at 2400 South Gloster Street (the old

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Humane Society shelter) was no longer needed for municipal purposes, to demolish same and dispose of the of the property by transfer to JJJ Rentals and Frances L. Williams pursuant to the consent judgment and agreed order in *JJJ Rentals and Frances L. Williams v. City of Tupelo*, in the County Court of Lee County, Mississippi, Cause No. CV2014-000699. The motion passed unanimously among those present. **APPENDIX V**

IN THE MATTER OF REVIEW, APPROVE, REJECT MINUTES OF THE MARCH 18, 2019 TUPELO REDEVELOPMENT MEETING.

Councilman Whittington moved, seconded by Councilman Palmer, to accept the minutes of the March 18, 2019, Tupelo Redevelopment Agency meeting. The motion passed unanimously among those present. **APPENDIX W**

STUDY AGENDA**IN THE MATTER OF REVIEW, APPROVE, REJECT AGREEMENT FOR ENGINEERING SERVICES WITH COOK COGGIN ENGINEERS, INC. FOR DRAINAGE WORK PLAN.**

Councilman Palmer moved, seconded by Councilman Mike Bryan, to move the item up. The motion passed unanimously among those present.

IN THE MATTER OF REVIEW, ACCEPT, REJECT DEVELOPMENT AGREEMENT WITH ROANOKE DEVELOPMENT.

Councilman Whittington moved, seconded by Councilwoman Davis, to move the item up. The motion passed unanimously among those present.

IN THE MATTER OF REVIEW, APPROVE, REJECT CONTRACT FOR PHASE II MASTER PLAN SERVICES WITH ORION PLANNING, & DESIGN.

MUNICIPAL MINUTES, CITY OF TUPELO**STATE OF MISSISSIPPI****MAY 7, 2019**

Councilman Whittington moved, seconded by Councilwoman Davis, to move the item up. The motion passed unanimously among those present.

EXECUTIVE SESSION

At 6:39 p.m., Councilwoman Davis moved, seconded by Councilman Palmer, to determine the need to leave the public meeting for the purposes of entering executive session. City Attorney Ben Logan confirmed two items: Pending Litigation and Acquisition of Property as proper matters for executive session. The motion passed unanimously among those present.

Councilwoman Davis moved, seconded by Councilman Palmer, to enter executive session. The motion passed unanimously among those present. The City Council retired into executive session at 6:40 p.m.

Councilwoman Davis moved, seconded by Councilman Mike Bryan, to come out of executive session. The motion passed unanimously among those present, and at 6:54 p.m., the city council resumed open session.

OPEN SESSION

IN THE MATTER OF A RESOLUTION APPROVING PURCHASE AGREEMENT WITH BELLERIVE PROPERTIES, LLC FOR 545 COMMERCE (THE MITCHELL BUILDING) IN SUBSTANTIALLY SAME FORM AS ATTACHED; AUTHORIZING MAYOR AND CITY CLERK TO ENTER INTO PURCHASE AGREEMENT WITH SUCH CHANGES, INSERTIONS AND OMISSIONS AS MAY BE APPROVED BY THE MAYOR OR THE CITY CLERK SUBJECT TO RATIFICATION BY CITY COUNCIL

Council Whittington moved, seconded by Councilman Lynn Bryan, to approve the resolution approving purchase agreement with Bellerive Properties, LLC for 545 Commerce in substantial form and authorize the mayor and city clerk to enter same, subject to ratification in final form. The motion passed unanimously among those present. **APPENDIX X**

FINAL
ITEM 7.1

IN THE MATTER OF A RESOLUTION APPROVING PURCHASE AGREEMENT WITH BELLERIVE PROPERTIES, LLC FOR 545 COMMERCE (THE MITCHELL BUILDING) IN SUBSTANTIALLY SAME FORM AS ATTACHED; AUTHORIZING MAYOR AND CITY CLERK TO ENTER INTO PURCHASE AGREEMENT WITH SUCH CHANGES, INSERTIONS AND OMISSIONS AS MAY BE APPROVED BY THE MAYOR OR THE CITY CLERK SUBJECT TO RATIFICATION BY CITY COUNCIL

Council Whittington moved, seconded by Councilman Lynn Bryan, to approve the resolution approving purchase agreement with Bellerive Properties, LLC for 545 Commerce in substantial form and authorize the mayor and city clerk to enter same, subject to ratification in final form. The motion passed unanimously among those present. **APPENDIX X**

IN THE MATTER OF ENTERING A LEGAL SERVICES AGREEMENT WITH THE FIRM OF GILL, LADNER & PRIEST, PLLC TO REPRESENT THE CITY OF TUPELO, MISSISSIPPI, TO RECOVER ANY DAMAGES FROM CLASS ACTION LITIGATION RELATED TO THE IMPACT OF OPIOIDS ON THE CITY

Councilwoman Davis moved, seconded by Councilman Whittington, to approve the contract, retain the firm of Gill, Ladner and Priest, PLLC, for such purposes, and authorize the mayor to enter the contract. The motion passed unanimously among those present. **APPENDIX Y**

IN THE MATTER OF ADJOURNMENT

With no further business to come before the City Council, Councilman Lynn Bryan moved, seconded by Councilman Whittington, to adjourn the meeting at 6:56 p.m.

ATTEST:

Amanda Daniel
CLERK OF THE COUNCIL

Lynn Bryan
PRESIDENT

James S. Shults
MAYOR

May 22, 2019

DATE

5-7-19
4.3A



City of Tupelo

Office of the Mayor

National Police Week, May 11-16

PROCLAMATION

WHEREAS, The Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and that week as National Police Week, and;

WHEREAS, Capt. Bruce Dodson of the Tupelo Police Department will participate in May in the Road to Hope, a memorial ride sponsored each year by Law Enforcement United, on May 12 in Washington, D.C., and;

WHEREAS, Capt. Dodson will be representing Tupelo and riding in honor of Sgt. Gale Stauffer, a Tupelo Police officer killed in the line of duty in December 2013, and;

WHEREAS, it is important citizens know that members of our law enforcement agencies recognize their duties to serve the people by safeguarding life and property, protecting people against violence and disorder, and by protecting the innocent against deception, and the weak against oppression, and;

WHEREAS, the men and women of law enforcement unceasingly provide a vital public service;

NOW, THEREFORE, I, Jason L. Shelton, Mayor of the City of Tupelo, do here by proclaim the week of May 11-16 as

National Police Week

This proclaimed the 7th day of May in the year 2019, and call upon all the citizens of Tupelo to observe the 15th day of May, 2019, as Peace Officers' Memorial Day in honor of Sgt. Stauffer and all of those law enforcement officers, who through their courageous deeds, have made the ultimate sacrifice in service to their community.

Jason L. Shelton

Mayor

ATTEST:

Kim Hanna

Kim Hanna, City Clerk

5-7-19
4.38



City of Tupelo
Office of the Mayor
Kids to Parks Day
PROCLAMATION

WHEREAS, May 18, 2019, is the ninth Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and;

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks, public lands, and waters, and;

WHEREAS, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension, and hypercholesterolemia, and;

WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and outdoors, and;

NOW THEREFORE, I, Mayor Jason Shelton, do hereby proclaim May 18, 2019, as

KIDS TO PARKS DAY

in Tupelo, Mississippi, and ask residents to make time to take the children in their lives to a neighborhood, state, or national park.

Jason L. Shelton
Mayor

Attest:

Kim Hanna
Kim Hanna, City Clerk



City of Tupelo

Office of the Mayor

National Public Works Week, May 19-25

PROCLAMATION

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives, and;

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of the public works system and programs such as beautification, drainage, streets and highways, public buildings, and solid waste collection, and;

WHEREAS, the health, safety, and comfort of the citizens of the City of Tupelo greatly depend on these facilities and services, and;

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction is vitally dependent upon the efforts and skills of public works staff, and;

WHEREAS, the efficiency of the qualified and dedicated personnel who staff the Tupelo Public Works Department is materially influenced by the people's attitude and understanding of the importance of the work they perform;

NOW, THEREFORE, I, Jason L. Shelton, Mayor of the City of Tupelo, do hereby proclaim the week of May 19-25, 2019, as

National Public Works Week

in Tupelo, Mississippi, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions that public works personnel make every day to our health, safety, comfort, and quality of life;

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of May 2019 and Seal of the City of Tupelo, Mississippi.

ATTEST:

Jason L. Shelton

Mayor

Kim Hanna

Kim Hanna, City Clerk

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI,
GRANTING EXEMPTION FROM AD VALOREM TAXES TO
COOPER TIRE & RUBBER COMPANY**

The City Council of the City of Tupelo, Mississippi next took up for consideration the matter of granting tax exemption from ad valorem taxes to **COOPER TIRE & RUBBER COMPANY** and the following Resolution, having first been reduced to writing was introduced.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, GRANTING TAX EXEMPTION FROM AD VALOREM TAXES FOR A PERIOD OF TEN (10) YEARS TO COOPER TIRE & RUBBER COMPANY, AS AUTHORIZED BY SECTIONS 27-31-101, ET SEQ., AND 27-31-105, ET SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, Cooper Tire and Rubber Company, filed in triplicate with this Council its application for exemption from ad valorem taxation; and

WHEREAS, Cooper Tire & Rubber Company has produced written verification and documentation to this Council as to the authenticity and correctness of its application in regard to the true value of the prayed for exemption and the completion date of the addition to or expansion of the facility or property or replacement of equipment; and

WHEREAS, this Council finds as a fact that the property described in the aforesaid application constitutes an addition to or replacement of property and equipment of an industrial enterprise of public utility which was completed within the year ending December 31, 2018, and that Cooper Tire & Rubber Company is entitled to the exemption sought for a period of ten (10) years beginning on January 1, 2019, subject to approval and certification by the Mississippi State Tax Commission.

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

1. That the Application for ad valorem tax exemption by Cooper Tire & Rubber Company, for a period of ten (10) years, beginning January 1, 2019 on the property described in the application filed by the company for tax exemption, be and the same is hereby approved subject to approval and certification by the Mississippi Tax Commission. Application is attached as Exhibit "A".

2. That Cooper Tire & Rubber Company is hereby granted tax exemption on ad valorem taxes, except State and School District ad valorem taxation for a period of ten (10) years beginning on January 1, 2019 .

3. That the Clerk of this Council be, and she is hereby directed to spread a copy of this Resolution on the minutes of this Council; and that the Clerk shall forward the original and three certified copies of the application and a certified copy of the transcript of this Resolution approving the Application to the Mississippi State Tax Commission for its approval and certification; and the Clerk shall also forward one certified copy to the Tax Assessor of Lee County, Mississippi and obtain the Certificate of the Tax Assessor stating that the property as itemized in the Application has been placed on the appropriate tax roll as "Non-Taxable", except for State and School District ad valorem taxes, for the duration of the exemption period only.

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

Councilmember Whittington voted

Aye

Councilmember L. Bryan voted

Aye

Councilmember Beard voted

Aye

Councilmember Davis voted

Aye

Councilmember Palmer voted

Aye

Councilmember M. Bryan voted

Aye

Councilmember Jennings voted

Aye

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

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 7th day of May, 2019.

CITY OF TUPELO, MISSISSIPPI

Travis Beard

TRAVIS BEARD
City Council President

ATTEST:

Leslie F. Melcher

Clerk of the Council

APPROVED:

Jason L. Shelton

JASON L. SHELTON
Mayor

5-7-19
DATE

CERTIFICATE OF TUPELO, MISSISSIPPI CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF LEE

I, Kim Hanna, do hereby certify that the above and foregoing is a true and correct copy of a resolution of the City Council of Tupelo, Mississippi, duly passed and adopted at a regular meeting of the City Council held on the 7th day of

May, 2019

This, the 7th day of May, 2019.

Kim Hanna

KIM HANNA
CFO/CITY CLERK

(SEAL)



CERTIFICATE OF TAX ASSESSOR

STATE OF MISSISSIPPI

COUNTY OF LEE

I, _____, Tax Assessor of Lee County,

Mississippi do hereby certify that the above and foregoing property was entered on the

"State Tax Only" or other appropriate tax roll on the _____ day of

_____, 2019 at _____ o'clock a.m. / p.m., for a period of ten (10) years

each from and after the _____ day of _____, 2018.

This, the _____ day of _____, 2019.

LEE COUNTY TAX ASSESSOR

(SEAL)



COOPER TIRE & RUBBER COMPANY
701 Lima Avenue • Findlay, OH, 45840 • 419.423.1321

March 29, 2019

City Council, City of Tupelo
City Clerk
117 North Broadway Street
Tupelo, MS 38802

Re: 2018 Applications for Exemption from Ad Valorem Taxes

Dear Sir/Madam:

Please find the enclosed ^{two} ~~four~~ sets of the applications for exemption from Ad Valorem taxes for Cooper Tire & Rubber Company covering our operations in Tupelo. In addition, we are enclosing the appropriate resolutions granting such exemptions.

The Application for Exemption from Ad Valorem for a period of ten years as authorized by Section 27-31-101 lists under Exhibit "A" the 2018 equipment additions and the real property improvements.

We have also enclosed a self-addressed, stamped envelope for you to return a copy of the final order granting exemption from Ad Valorem taxes as approved by the Mississippi State Tax Commission.

If you have any questions or need additional information, please do not hesitate to contact me at (419) 420-6060.

Sincerely,

Rachel Cooper
Tax Analyst

APPLICATION FOR AD VALOREM TAX EXEMPTION

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

NAME OF ENTERPRISE Cooper Tire & Rubber Company
 PHYSICAL ADDRESS 1189 S Green St, Tupelo, MS, 38804
 TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Tires
 LOCATION - COUNTY Lee CITY Tupelo
 DATE OF COMPLETION 12/31/18 YEARS REQUESTED 10
 NEW (SECTION 27-31-101) / EXPANSION (SECTION 27-31-105) _____
 NEW JOBS 0 ESTIMATED PAYROLL 85,903,491
 TRUE VALUE OF PROPERTY EXEMPTED 43,085,091 *Attach an
 itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 29 day of March, 2019.

By: Shirley Potts Cooper Tire & Rubber Company
 Title: Tax Director Applicant (Name of Taxpayer)

ATTEST:

MISSISSIPPI WAGES 2018

	QTR 1	QTR2	QTR 3	QTR 4		HEADCOUNT 12/31/2017
CLARKSDALE	574,820.00	498,871.00	479,284.00	532,272.00	2,085,247.00	34
					-	
TUPELO	20,049,088.00	20,668,621.00	21,504,224.00	23,681,558.00	85,903,491.00	1,403
					-	
					-	
TOTAL	20,623,908.00	21,167,492.00	21,983,508.00	24,213,830.00	87,988,738.00	1,437

EXHIBIT "A"
COOPER TIRE & RUBBER COMPANY
TUPELO PLANT AND WAREHOUSE
PROPERTY ACQUIRED IN 2018

PROPERTY ADDITIONS - ACCOUNT DESCRIPTION		TRUE VALUE COST 2018
Asset Classification		
3000	Machinery & Equipment 5 year	2,457,243.47
3010	Machinery & Equipment 7 year	1,082,445.88
3020	Machinery & Equipment 14 year	13,537,983.74
	TOTAL MACHINERY AND EQUIPMENT	17,077,673.09
3300	Inside Factory Trucks 3 yrs	24,867.50
3310	Inside Factory Trucks 5 yrs	-
	TOTAL INSIDE FACTORY TRUCKS	24,867.50
3400	Storage Equipment (Racks & Skids)	188,665.12
	TOTAL STORAGE EQUIPMENT (RACKS AND SKIDS)	188,665.12
4000	Molds - Tires	5,481,286.59
4100	Molds - Tire segments containers	372,936.33
4200	Molds - Tubes	-
4300	Molds - Bladder	-
	TOTAL MOLDS	5,854,222.92
5000	Furniture & Fixtures	-
	TOTAL FURNITURE & FIXTURES	-
6000	Office Equipment	-
6100	Computer Hardware	495,050.92
6200	Computer Software	344,240.92
	TOTAL OFFICE EQUIPMENT	839,291.84
7000	Outside Factory Trucks 4 yrs	14,092.07
	TOTAL OTHER	14,092.07
7300	Air Conditioner Equipment 5 yrs	15,241.57
7310	Air Conditioner Equipment 10 yrs	-
	TOTAL AIR CONDITIONERS	15,241.57
	TOTAL EQUIPMENT AND OFFICE FURNITURE	24,014,054.11
1100	Land Improvements 10 yrs	-
1110	Land Improvements 20 yrs	-
2000	Buildings	-
2100	Building Improvements	216,300.96
	TOTAL LAND, BUILDINGS, AND BUILDING IMPROVEMENTS	216,300.96
	TOTAL 2018 ADDITIONS	24,230,355.07
	12/31/18 RAW MATERIALS INVENTORY - FIFO	17,830,926.00
	12/31/18 WORK IN PROCESS INVENTORY - FIFO	1,023,815.00
	TOTAL INVENTORY	18,854,741.00
	TOTAL 2018 ADDITIONS AND INVENTORY	43,085,096.07

APPENDIX D

APPLICATION FOR AD VALOREM TAX EXEMPTION

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

NAME OF ENTERPRISE Cooper Tire & Rubber Company
 PHYSICAL ADDRESS 1189 S. Green St., Tupelo, MS, 38804
 TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Tires
 LOCATION - COUNTY Lee CITY Tupelo
 DATE OF COMPLETION 12/31/18 YEARS REQUESTED 10
 NEW (SECTION 27-31-101) / EXPANSION (SECTION 27-31-105) _____
 NEW JOBS 0 ESTIMATED PAYROLL 85,903,791
 TRUE VALUE OF PROPERTY EXEMPTED 43,085,096 *Attach an
 itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 29 day of March, 2019.

By: Alvin Foss Cooper Tire & Rubber Company
 Title: Tax Director Applicant (Name of Taxpayer)

ATTEST:

MISSISSIPPI WAGES 2018

	QTR 1	QTR2	QTR 3	QTR 4		HEADCOUNT 12/31/2017
CLARKSDALE	574,820.00	498,871.00	479,284.00	532,272.00	2,085,247.00	34
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TOTAL FURNITURE & FIXTURES		-
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7000	Outside Factory Trucks 4 yrs	14,092.07
TOTAL OTHER		14,092.07
7300	Air Conditioner Equipment 5 yrs	15,241.57
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TOTAL INVENTORY		18,854,741.00
TOTAL 2018 ADDITIONS AND INVENTORY		43,085,096.07

APPENDIX D

RESOLUTION

**RESOLUTION AUTHORIZING MAYOR ON BEHALF OF THE CITY OF TUPELO,
MISSISSIPPI, TO ENTER INTO THE SUBSTANTIAL FORM OF A WATER SYSTEM
OPERATIONS AND MAINTENANCE AGREEMENT WITH THE NORTHEAST
MISSISSIPPI REGIONAL WATER SUPPLY DISTRICT, SUBJECT TO LATER
RATIFICATION IN FINAL FORM**

WHEREAS, the City of Tupelo, Mississippi (City) and the Northeast Mississippi Water Regional Supply District (District) entered into a Memorandum of Intent on October 16, 2018 to enter into an agreement to sell and purchase water supply assets, construct water supply assets and provide perpetual operations and maintenance of those assets; and

WHEREAS, said agreement, when drafted and approved by the governing bodies of each entity, would allow for construction to begin on a western lateral line to serve an industrial park, the Hive, in West Lee County near the City and wholly or partially within the Tupelo Public School District; and

WHEREAS, the District provided a "Purchase Agreement" in substantially final form for review and approval by the City Council of the City, the City Council approved same to be submitted to the District on April 2, 2019, and same has been taken under advisement by the District pending submission of an operations and maintenance agreement by City; and

WHEREAS, the Purchase Agreement included a provision for the parties to enter a "Water Systems Operations and Maintenance Agreement", and same has been prepared by the City for submission to the District; and

WHEREAS, it is in the best interest of public health, safety and welfare of the City to execute said agreement and tender same to the District for its approval in final form.

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

Jason Shelton, as Mayor of the City of Tupelo, is authorized to make revisions, execute said agreement and tender the "Water Systems Operations and Maintenance Agreement" to the District for its approval in final form, subject to later ratification by the City Council. A copy of this agreement is attached hereto as Exhibit "A".

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

Councilmember 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
Councilmember M. Bryan voted
Councilmember Jennings voted

Aye
Aye
Absent

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

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 7 day of May, 2019.

CITY OF TUPELO, MISSISSIPPI

By: Travis Beard
TRAVIS BEARD
City Council President

ATTEST:

Leesha Faulkner
AMANDA DANIEL, Clerk of the Council
LEESHA FAULKNER

APPROVED:

Jason L. Shelton
JASON L. SHELTON, Mayor

May 7, 2019
DATE

57-19

6.3

AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING

BETWEEN

TUPELO PUBLIC SCHOOL DISTRICT
AND
TUPELO POLICE DEPARTMENT

REGARDING THE
SCHOOL RESOURCE OFFICER PROGRAM

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MEMORANDUM OF UNDERSTANDING

WHEREAS, the purpose of this Memorandum of Understanding (MOU) is to establish a School Resource Officer Program and to set forth guidelines to ensure that officers of the Tupelo Police Department, Tupelo Public School District (TPSD) officials, and the communities they serve have a shared understanding of the goals of the School Resource Officer (SRO) Program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO Program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; minimum SRO training requirements; and promotion of non-punitive approaches to student behavior;

WHEREAS, the parties agree as follows:

I. ROLE OF THE SCHOOL RESOURCE OFFICER IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

1. The mission of the SRO Program is to improve school safety and the educational climate at the school, not to enforce school discipline or punish students.
2. The School Resource Officer is a sworn TPD police officer employed by TPD and assigned to provide the law enforcement expertise and resources required to assist the school administrators in maintaining safety, order and discipline within the assigned school. TPD shall provide and assign nine SROs to TPSD schools.
3. The SRO will be considered an active member of the administrative team of his/her assigned school. As such, discipline normally imposed upon students for violations of law or school policy committed against a staff member, such as insubordination or assault, will be equally applied by school administrators to similar situations involving a student and an SRO.
4. The school buildings, grounds, and surroundings assigned to the SRO will be the equivalent of the SRO's police service area, and he/she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school.
 - a. Pursuant to MCA §43-21-261, certain types of criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the police department.
 - b. In an emergency situation, the school shall call 911 and also notify the SRO.
 - c. In a non-emergency situation, the school should notify the SRO or call the non-emergency police department number. Information that is not of an emergency or urgent nature may be held for action by the SRO in the normal course of duty.
5. The SRO shall wear the regulation police uniform and operate a marked police cruiser while on duty unless otherwise authorized by a supervisor for a specific purpose. The SRO provides a visible deterrent to crime while bringing a positive impression of the TPD to students and staff in a non-confrontational setting.
6. The SRO shall also be responsible to assist with training for the school administration in law enforcement and related areas, such as disseminating pertinent information about crime trends and changes in law to the school administrative staff to assist them in effectively providing safe school environments.
 - a. SROs shall be integrated into the school community through participation in faculty and student meetings and assemblies as directed by school administration.
 - b. As coordinated through the administration, SROs may become involved in the school's curriculum and provide instruction that will enhance the student's understanding of the police mission. However,

responding to incidents or conducting investigations will always take precedence over instructing in the classroom. Lesson plans for all formal organized presentations shall be forwarded to the principal and approved prior to the presentation.

7. A critical element of the SRO Program is an open relationship and strong communication between the school principal and the SRO.

a. Each SRO shall meet weekly, or more frequently if necessary, with the assigned school principals) for the purpose of exchanging information about current crime trends, problem areas, cultural conflicts, or other areas of concern that may cause disruption at the school(s), or within the community.

b. SROs shall meet with building-level school administrators, teachers, parents, and student representatives at least annually to discuss issues of school safety.

8. SROs shall be responsible for monitoring cultural and social influences and activities in an effort to identify emerging youth gangs. All information concerning gangs shall be provided to the TPD Criminal Investigation Division.

9. Building-level school administrators shall participate in periodic performance reviews of the SRO.

10. SROs shall maintain daily activity reports and prepare summaries of these reports every nine weeks.

a. The summaries shall include, for each SRO, the numbers and descriptions of all incidents or calls for service; names of school officials involved (referring teachers, principals, etc.); student searches; student questioning; tickets, citations, or summonses; filing of delinquency petitions; referrals to a probation officer; actual arrests; and other referrals to the juvenile justice system.

b. The summaries shall be provided to building-level school administrators, District-level school administrators, and the relevant law enforcement agency within 10 days after the end of each nine-weeks term.

11. Absent a real and immediate threat to student, teacher, or school/public safety, and absent the situations described herein where formal law enforcement intervention is deemed appropriate, building-level school administrators shall have final authority in the building.

12. School Liaison Supervisor. The TPD will designate one SRO to serve as the School Liaison Commander (SLS).

a. The SLS will ensure coordination of resources, responses and effective information sharing between the TPSD Director of Security, the building administrators and the SROs.

b. The SLS will establish and maintain a working knowledge of and adhere to all laws, ordinances and regulations of city, state and federal governments as well as the written policies and procedures of the TPSD and laws regarding student safety and conduct.

c. The SLS will be a sworn Tupelo Police Department officer assigned to and tasked to work in coordination with the TPSD Superintendent or designee and Director of Security. As a sworn TPD police officer, the SLS's reports to the Chief of Police through the TPD chain of command, and the SLS's reporting authority will be the Chief of Police or designee. However, for day-to-day operations, directives and general duties and responsibilities, the SLS's reporting authority will be the superintendent or designee.

d. The SLS will be the direct point of contact between the TPD and TPSD for operational and administrative school safety and security issues that are outside the established scope of control of the TPD structure. The SLS will manage and coordinate school security and safety issues and attempt to anticipate problems before they occur by providing research, analyses and recommendations to the TPSD Superintendent or designee.

e. The SLS will establish and maintain effective relationships with school personnel and law enforcement agencies to ensure a continued commitment to keep schools safe for all students to reach their learning potential in an environment that leaves teachers free to help accomplish this goal.

f. The SLS will assist the TPSD in developing policies, procedures and training programs to enhance the professional development of the SROs and school personnel.

g. Upon request, the school shall provide information to the station commander and the SLS to assist in preparing the annual personnel evaluation of the assigned SRO.

II. DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

13. SROs are responsible for criminal law issues, not school discipline issues.

14. Typically, incidents involving students that relate to minor public order offenses shall be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention. However, SROs may be called to enforce criminal law violations just as they would for crimes that occur off campus (e.g., issuance of criminal citation, ticket, or summons, filing of delinquency petition, referral to a probation officer, or actual arrest).

M. RESPECT FOR THE RIGHTS OF STUDENTS

15. SRO Search. Absent a real and immediate threat to student, teacher, or school/public safety, an SRO may conduct or participate in a search of a student's person, possessions, locker and/or car only where there is probable cause to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.

a. The SRO shall inform school administrators prior to conducting a probable cause search where practicable.

b. The SRO shall not ask school officials to search a student's person, possessions, locker or car in an effort to circumvent these protections.

16. School Official Search. School officials may conduct searches of a student's person, possessions, locker or car when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating either the law or District / school policy, procedures or rules. The standard for the search is reasonable suspicion and the search must be justified in scope given such suspicion.

a. The SRO shall not become involved in school related searches unless specifically requested by the school official to provide security, protection or for the handling of contraband.

b. These searches must be at the direction and control of the school official.

17. Strip searches of students by either school officials or SROs is prohibited.

18. Absent a real and immediate threat to student, teacher, or school/public safety, other physically invasive searches by a school official or SRO shall not be conducted on a student.

19. Absent a real and immediate threat to student, teacher, or school/public safety, an SRO shall not use physical force (including but not limited to Tasers, Mace, or other physical or chemical restraints) on a student. However, in all cases, SROs will follow Tupelo Police Department standard procedures when making an arrest, including the use of handcuffs.

20. Police Investigation and Questioning.

a. While an SRO has the authority to stop, question, interview and take police action without the prior authorization of the principal or contacting parents, the investigation and questioning of students during school hours or at school should be limited to situations where the investigation is related to the school. Investigations and questioning of students for offenses not related to the operation of, or occurring at the school, should occur only in such situations where, for example, delay might result in danger to any person, flight from the jurisdiction by a person suspected of a crime, or destruction of evidence.

b. The SRO shall inform school administrators prior to questioning the student where practicable, SROs should coordinate their activities so that action between the TPD and TPSD is cooperative and in the best interest of the school and public safety.

c. Absent a real and immediate threat to student, teacher, or school/public safety, an SRO may question or participate in the questioning of a student about conduct that could expose the student to court-involvement or arrest only after informing the student of his or her Miranda rights and only in the presence of the student's parent or guardian.

d. The SRO shall not ask a school official to question a student in an effort to circumvent these protections.

e. Absent a real and immediate threat to student, teacher, or public safety, a school official shall not ask an SRO to be present or participate in the questioning of a student that could expose the student to court-involvement or arrest.

IV. RELEASE OF STUDENT INFORMATION

21. The release of student education records is governed by the Family Educational Rights and Privacy Act (FERPA). "School officials" may access and disclose education records only as authorized by FERPA. SROs

will be familiar with TPSD policies and applicable laws and regulations concerning the confidentiality of student records.

a. For purposes of access to student records, the SROs are considered "school officials" and may be provided student information as needed to carry out their duties related to the school environment. On a routine basis, the SRO's access to student records shall be limited to a system-wide TPSD look-up of directory information (defined on the TPSD notice attached hereto), that will include information on all students in the school system who have not opted-out of the disclosure of directory information.

b. Relative to students attending the school at which the SRO works, the SRO may access additional items of information, such as class schedule, that an SRO may need to perform his/her duties, but which are not designated as directory information. The SROs may have access to other student records only when needed to carry out his/her duties in the school environment and only as approved by the school principal.

c. SROs, as "school officials" may not disclose student records protected under FERPA, except as provided by FERPA.

22. "Law enforcement records" are those records, files, documents and other materials that are created and maintained by the SROs for the purpose of ensuring the physical safety and security of people and property in TPSD and/or the enforcement of any local, state or federal law, even if such records also serve the dual purpose of investigating and enforcing school disciplinary rules.

a. Because "law enforcement records" are not "education records" under FERPA, they are not subject to the disclosure restrictions of FERPA.

b. Law enforcement records shall not be comingled with education records maintained by the schools.

c. Copies of law enforcement records that are provided to school administrators for the purpose of school discipline become the education records of that student, and thus are subject to the disclosure restrictions of FERPA.

NOTE: The original law enforcement record maintained by the SRO, however, remains exempt from the disclosure restrictions of FERPA.

d. Any record that is created and maintained by the SRO exclusively for the purpose of a possible school disciplinary action against the student would fall outside the definition of "law enforcement records." Such records would be subject to FERPA restrictions.

23. TPD officials who are not assigned to the schools as part of the SRO Program and other law enforcement officials may have access to education records without parent consent only if:

a. TPSD has designated the information as directory information; or

b. the knowledge of the education record is needed to protect the health and safety of a student or other person in an emergency situation; or

c. TPSD is presented with a search warrant, subpoena or other valid court order requiring the release of education records to the law enforcement official or agency.

24. Health and Safety Emergency. Law enforcement officials seeking access to education records under the health and safety emergency exception should contact the student's principal and must present sufficient information for the principal to make the determination that a health and safety emergency, within the requirements of FERPA, exists. If an education record is disclosed under this exception, the student's file must contain a record of the basis for the disclosure (the "articulable and significant threat to the health or safety of a student or other individuals") and the parties to whom the information was disclosed.

25. Court Orders, Subpoenas, and Search Warrants. FERPA requires that school officials take reasonable steps to notify the parent(s) or student (if he/she is 18 or older) before any records are disclosed pursuant to a court order, subpoena or search warrant.

a. Such notice will not be provided if the court order, subpoena or search warrant indicates that it has been issued ex parte, or if it contains direction that the subject of the records should not be notified.

b. School officials will retain original education records and will provide copies in response to any court order, subpoena or search warrant.

c. Except where the court order, subpoena or search warrant indicates that it has been issued ex parte or if it contains direction that the subject of the records should not be notified, a record of any disclosure under his exception will be made in the student's file.

V. ARREST PROCEDURES

26. SROs are expected to be familiar with school policies/rules and their application within the school system. Routinely, policy/rule infractions will not be handled as violations of law, but rather referred to the principal or designee for action. Any questions related to the enforcement of policies/rules versus laws within schools should be discussed with the principal. The specifically applies to general standards of conduct.

27. Students shall not be arrested at school, except where (a) the student poses a real and immediate threat to another student, teacher, or public safety; or (b) a judicial warrant specifically directs the arrest of the student in a school. In all other instances, the execution of an arrest warrant shall be undertaken at a location other than a school.

28. When an arrest of a student must occur at school, it should be done in a manner that minimizes disruption to the school and embarrassment to the student. Upon the arrest of a student, the SRO should immediately make a reasonable attempt to notify the student's parent/guardian of the arrest and the location to which the student will be taken. The following procedures will be followed where arrests of students or staff become necessary:

- * The arrest of a student or employee of the TPSD with a warrant should be coordinated through the principal and accomplished after school hours, whenever practical.
- * Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the Mississippi Code should be arrested for trespassing.
- * Arrest of students or staff during school hours or on school grounds shall be reported fully to the principal as soon as practical.

VI. ACCOUNTABILITY

29. The SRO Program shall set forth a simple and straightforward mechanism for any student, parent, teacher, principal, or other school administrator to submit a complaint, orally or in writing, of abuses or misconduct by an SRO. Any such complaint shall be made to the Tupelo Police Department in accordance with TPD SOP 4.04 Professional Compliance.

- a. Parents and students shall be permitted to submit a complaint in their native language.
 - b. The complaint system shall be confidential only in accordance with the Tupelo Police Department Internal Affairs Division and consistent with the SRO's due process rights.
 - c. Complaints shall be promptly investigated and resolved, and complainants shall be furnished with a written explanation of the investigation and resolution in accordance with TPD SOP 4.04 Professional Compliance.
 - d. Where serious allegations of abuse or misconduct are raised, the SRO shall be temporarily removed from having contact with students as appropriate.
 - e. Where allegations of abuse or misconduct are substantiated, the SRO shall be suspended or permanently removed from school assignments or receive additional training as appropriate.
30. Every student, parent, and guardian in the school system shall be informed of the complaint procedure.

VII. MINIMUM SRO TRAINING REQUIREMENTS

31. It is the intention of the parties that SRO officers be of the rank of PO III or above, but it is the understanding of the parties that staffing availabilities may necessitate the utilization of officers of senior PO II rank or officers with at least five (5) years law enforcement experience. Every SRO shall complete the required School Resource Officer training as required by, and in accordance with, state law and regulation prior to working on a TPSD campus. In addition, every SRO will complete annual in-service training offered at the Mississippi Association of School Resource Officers ("MASRO") annual meeting on relevant topics including the following topics:

- a. Child and adolescent development and psychology;
- b. Positive behavioral interventions and supports (PBS), conflict resolution, peer mediation, or other restorative justice techniques;
- c. Children with disabilities or other special needs; and
- d. Cultural competency.

32. TPSD will reimburse TPD for the cost of annual MASRO training for SROs, including paying for travel expenses incurred in accordance with TPSD policies, and will provide in-service training to the SROs, when available, in areas that will increase the effectiveness of the officers and their ability to accomplish their respective duties and responsibilities.

VIII. PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

33. The SROs shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the TPSD. If a school has implemented a specific program designed to improve the overall school climate or respond to student behaviors in specific ways, the SROs shall participate in trainings associated with that program.

IX. STRUCTURE AND FUNDING FOR SRO PROGRAM

34. The selection of the SRO is the most critical aspect of the SRO Program. The TPD Police Chief shall select officers who have demonstrated the ability, interest, and skills necessary to work with youth, school staff, and the public. The following criteria should be considered when selecting officers for the Program:

- * Ability to work with diverse groups
- * Ability to work cooperatively in a non-law enforcement environment with little supervision
- * Knowledge of departmental resources
- * Creative problem-solver
- * Conflict resolution skills
- * Knowledge of the Juvenile Code and Juvenile Court procedures
- * Ability to effectively provide instruction to youths
- * Organization and communication skills
- * Completion of required training before or after selection
- * Supervisory recommendation

35. All SROs are employees of the Tupelo Police Department. No SRO is an employee of TPSD. It is agreed by both parties in this MOU that the TPD will bear the cost of salary, overtime and fringe benefits for the SROs (including the SLS), including their equipment and training. Additional SRO officers, their salary, overtime, fringe benefits, equipment and training may be provided by supplemental/amended, written agreement of TPD and TPSD. However, TPSD will also provide training as mutually agreed upon, and appropriate. SROs will be paid in accordance with the TPD salary structure and are subject to all Human Resources policies of the TPD. This MOU shall not be construed to create a relationship of employer and employee, principal and agent, or partnership or joint venture between the TPSD and the SROs. This agreement or any supplemental/amended agreements shall not alter the practice by which TPSD applies for MCOPs grants and provides the proceeds to TPD.

36. The SRO's duty schedule will be determined by the SLS, but generally will be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school. Whenever possible, SROs will be visible patrolling the exterior and interior grounds, particularly during the opening or closing of school and during the lunch periods.

37. TPSD will provide at each school a work area for the SRO that is equipped with a telephone and computer. It is recommended that the area accommodate seating for a minimum of three people in privacy for interviewing purposes. The school shall also provide the SRO a locked storage area for securing contraband recovered in the school by staff.

38. During summer break and school term vacations, SROs will not have any responsibilities to TPSD ; they will report for duties as assigned by the TPD.

39. TPD currently provides five (5) SRO officers and the SLS to TPSD. TPSD will provide annually the sum of \$189,759.00, one-half payable beginning July 1, 2019 and one-half payable December 31, 2019, and thereafter on said dates, subject to this provision remaining in effect and subject to any written modifications between the parties. The purpose of these payments will be

to reimburse the salaries and a portion of other costs of the SRO program associated with TPD providing three (3) additional SRO officers. TPD acknowledges that the amounts paid by TPSD may not cover all of the costs other than salaries associated with the three (3) additional officers. This provision will be reviewed annually by the parties and may upon written agreement be adjusted to eliminate, reduce or expand the parties' mutual obligations.

X. CERTIFICATION REGARDING CRIMINAL CONVICTIONS

40. By the signature of its authorized official on this MOU, the TPD certifies that none of the TPD employees who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The TPD agrees to remove from this Program any employee who has been determined by TPSD to be disqualified from service due to such convictions or the failure to truthfully report such convictions.

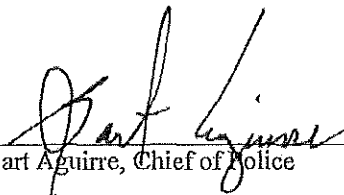
XL DURATION OF MOU

41. This MOU shall become effective immediately upon execution by the parties and remain effective until such time as either party withdraws from the agreement by delivering ninety (90) days written notification of such termination to the other party. Termination by either party shall eliminate the presence of Tupelo Police Department SROs at the Tupelo Public School District.

42. The parties will review the MOU annually and amend it as necessary to meet the needs of the parties.

Signed on this _____ of _____, 2019.

Robert J. Picou, Ph.D, Superintendent


Bart Aguirre, Chief of Police

RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON APRIL 2, 2019, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST HAS BEEN FILED BY THE QUALIFIED ELECTORS.

WHEREAS, on April 2, 2019, the Mayor and the City Council (the "**Governing Body**") of the City of Tupelo, Mississippi (the "**City**"), acting for and on behalf of the City, did adopt a certain resolution entitled "A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI (THE "**CITY**"), DECLARING THE INTENTION OF THE CITY TO ENTER INTO A LOAN (THE "**LOAN**") WITH THE MISSISSIPPI DEVELOPMENT BANK (THE "**BANK**") SECURED BY A PROMISSORY NOTE (THE "**NOTE**") PURSUANT TO MISSISSIPPI CODE 1972 ANNOTATED, SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED FROM TIME TO TIME (THE "**ACT**") FOR THE PURPOSES OF PROVIDING FUNDS FOR ERECTING, REPAIRING, IMPROVING, ADORNING, EQUIPPING, EXPANDING AND FURNISHING MUNICIPAL BUILDINGS, INCLUDING BUT NOT LIMITED TO, THE CONVENTION CENTER AND RELATED MUNICIPAL BUILDINGS; AND PURCHASING BUILDINGS AND LAND THEREFOR AND FOR OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE ANN. SECTIONS 21-33-301 ET SEQ., AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME, THE ACT AND OTHER APPLICABLE LAWS OF THE STATE OF MISSISSIPPI, INCLUDING PAYING FOR THE COST OF SUCH BORROWING, SAID LOAN AND NOTE BEING FUNDED BY THE BANK FROM THE ISSUANCE OF ITS NOT TO EXCEED \$16,000,000 SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT); AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES" (the "**Intent Resolution**"); and

WHEREAS, the Governing Body, acting for and on behalf of the City, is authorized by Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time, to issue bonds for the purposes set forth therein, including, but not limited to, erecting, repairing, improving, adorning, equipping, expanding and furnishing municipal buildings, including but not limited to, the convention center and related municipal buildings; and purchasing buildings and land therefor and for other authorized purposes under Mississippi Code Ann. Sections 21-33-301 et seq., as amended and/or supplemented from time to time, including paying for the cost of such borrowing (the "**Project**"); and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized under the provisions of Sections 31-25-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "**Act**"), and other applicable laws of the State of Mississippi (the "**State**"), to enter into a loan (the "**Loan**") with the Mississippi Development Bank (the "**Bank**") secured by a promissory note in one or more taxable or tax-exempt series (the "**Note**") to borrow money to finance the costs of the Project; and for the Bank to issue its not to exceed \$16,000,000 Special Obligation Bonds, Series 2019 (Tupelo, Mississippi Public Improvement Revenue Project) (the "**Bank Bonds**") to finance the Loan and the Note to fund the Project; and

WHEREAS, pursuant to applicable law and as directed by the Intent Resolution, the Intent Resolution was published once a week for at least three (3) consecutive weeks in the *Northeast Mississippi Daily Journal*, a newspaper published in and having general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented from time to time, the first publication having been made not less

than twenty-one (21) days before May 7, 2019, and the last publication to be not more than seven (7) days prior to such date, said notice was published in said newspaper on April 15, 22, 29 and May 6, 2019, as evidenced by the publisher's affidavit heretofore presented and filed, and attached hereto as **EXHIBIT A**; and

WHEREAS, on or prior to the hour of 6:00 o'clock p.m. on May 7, 2019, no written protest objecting to and protesting against the Loan, the Note and the Bank Bonds nor any other objection of any kind or character against the Loan, the Note and the Bank Bonds described in the Intent Resolution had been filed with the City Clerk of the City (the "**City Clerk**") or presented by the qualified electors of the City; and, therefor, the Governing Body does hereby find, determine and adjudicate that no protest against the authorization of the Loan, the Note and the Bank Bonds has been duly filed; and

WHEREAS, the Governing Body is now authorized and empowered by the Act to adopt this resolution (the "**No Protest Resolution**") and to enter into the Loan with the Bank secured by the Note for the purposes and amounts set forth herein under the Act and Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time, without the necessity of calling and holding an election on the question of the delivery thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY:

SECTION 1. That the Governing Body is now authorized and empowered by the provisions of Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time, the Act, the Intent Resolution and this No Protest Resolution to enter into the Loan with the Bank secured by the Note for the purposes and amounts set forth herein under the Act without the necessity of calling and holding an election on the question of the delivery thereof.

SECTION 2. That the Governing Body shall be and is hereby authorized to borrow funds by entering into the Loan with the Bank secured by its Note, said Loan and Note to be in a total amount of not to exceed \$16,000,000 in order to finance the Project and to pay the costs incidental to the sale and issuance of the Bank Bonds, the Note and the Loan.

SECTION 3. The Loan and Note shall not constitute an indebtedness of the City within the meaning of any statutory or charter restriction, limitation, or provision, and the taxing power of the City will not be pledged to the payment of said Loan and Note, but the same, together with the interest thereon, shall be payable solely from legally available revenues of the City; and

The above and foregoing resolution, after having been first reduced to writing, was introduced by Council Member Whitney, seconded by Council Member Mike Bryant and was adopted by the following roll call vote, to wit:

YEAS:

6

NAYS:

ABSENT:

Jennings

The motion having received the affirmative vote of a majority of the members present, being a quorum of said members, the President thereby declared the motion carried and the resolution adopted, this the 7th day of May, 2019.

ATTEST:

/s/ Leslie Fuller
CLERK OF COUNCIL

ADOPTED:

/s/ James Reed
PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 7th day of May, 2019.

Kim Hanna
CITY CLERK

J. Z. Smith
MAYOR

EXHIBIT A
PROOF OF PUBLICATION

46979821.v1

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI (THE "CITY") AUTHORIZING THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SIXTEEN MILLION DOLLARS (\$16,000,000) (THE "NOTE") TO SECURE A LOAN (THE "LOAN") FROM THE MISSISSIPPI DEVELOPMENT BANK TO THE CITY FOR THE PURPOSES OF PROVIDING FUNDS FOR ERECTING, REPAIRING, IMPROVING, ADORNING, EQUIPPING, EXPANDING AND FURNISHING MUNICIPAL BUILDINGS, INCLUDING BUT NOT LIMITED TO, THE CONVENTION CENTER AND RELATED MUNICIPAL BUILDINGS; AND PURCHASING BUILDINGS AND LAND THEREFOR AND FOR OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE ANN. SECTIONS 21-33-301 ET SEQ., AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME, THE ACT AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND OTHER APPLICABLE LAWS OF THE STATE OF MISSISSIPPI, INCLUDING PAYING FOR THE COST OF SUCH BORROWING; APPROVING THE FORM OF AN INDENTURE OF TRUST AND THE FORM OF AND THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT, A TAX INTERCEPT AGREEMENT AND A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH THE ISSUANCE OF THE NOTE AND THE ISSUANCE BY THE MISSISSIPPI DEVELOPMENT BANK OF ITS NOT TO EXCEED \$16,000,000 SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT) FOR THE PURPOSE OF FUNDING THE LOAN TO THE CITY; AUTHORIZING THE SALE OF SAID MISSISSIPPI DEVELOPMENT BANK BONDS; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF CERTAIN OTHER DOCUMENTS IN CONNECTION WITH THE LOAN AND SAID MISSISSIPPI DEVELOPMENT BANK BONDS; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and the City Council (the "Governing Body") of the City of Tupelo, Mississippi (the "City"), acting for and on behalf of the City, is authorized by Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time (the "City Bond Act"), and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (the "Bank Act" and together with the City Act, the "Act"), and other applicable laws of the State of Mississippi (the "State") to enter into a loan with the Mississippi Development Bank (the "Bank") for the purposes set forth therein, including, but not limited to, erecting, repairing, improving, adorning, equipping, expanding and furnishing municipal buildings, including but not limited to, the convention center and related municipal buildings; and purchasing buildings and land therefor and for other authorized purposes under the City Act, including paying for the cost of such borrowing (the "City Project"); and

WHEREAS, the City is a political subdivision duly created and validly existing pursuant to the Constitution and laws of the State and constitutes a "local governmental unit" under the Bank Act; and

WHEREAS, on April 2, 2019, the Governing Body adopted a resolution (the "**Intent Resolution**") declaring its intention to enter into a loan (the "**Loan**") with the Bank in an amount not to exceed \$16,000,000, all for the purpose of providing financing for the City Project, and for the Bank to issue its not to exceed \$16,000,000 Special Obligation Bonds, Series 2019 (Tupelo, Mississippi Public Improvement Revenue Project) (the "**Bank Bonds**") to finance the Loan and the Note (as defined herein); and

WHEREAS, pursuant to applicable law and as directed by the Intent Resolution, the Intent Resolution was published once a week for at least three (3) consecutive weeks in the *Northeast Mississippi Daily Journal*, a newspaper published in and having general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented from time to time, the first publication having been made not less than twenty-one (21) days before May 7, 2019, and the last publication to be not more than seven (7) days prior to such date, said notice was published in said newspaper on April 15, 22, 29 and May 6, 2019; and

WHEREAS, on or prior to the hour of 6:00 o'clock p.m. on May 7, 2019, no written protest objecting to and protesting against the Loan, the Note and the Bank Bonds nor any other objection of any kind or character against the Loan, the Note and the Bank Bonds described in the Intent Resolution had been filed with the City Clerk of the City (the "**City Clerk**") or presented by the qualified electors of the City; and

WHEREAS, on May 7, 2019, at the usual meeting place of the Governing Body, the Governing Body convened and adopted a resolution finding and determining that the Intent Resolution was duly published as required by law and that no written protest or other objection of any kind or character against the issuance of the Loan, the Note and the Bank Bonds was filed by qualified electors of the City and the Governing Body did authorize and approve the issuance of such Loan to raise money for the City Project, all in accordance with the Act; and

WHEREAS, the City is authorized under the provisions of the Act to borrow from the Bank in such amounts as it may find necessary and proper in order to provide (a) funding for the City Project, (b) paying capitalized interest, if applicable and (c) paying the costs incurred by the City and the Bank in connection with such Loan, Note and the Bank Bonds (together, the "**Project**"); and

WHEREAS, it would be in the best interest of the City for the Governing Body to provide funding for the costs of the Project by entering into the Loan with the Bank in accordance with the Act; and

WHEREAS, the Loan will be secured by the City's Promissory Note (Tupelo, Mississippi Public Improvement Revenue Project) (the "**Note**") in an aggregate principal amount of not to exceed \$16,000,000, payable by the City to the Bank; and

WHEREAS, the Loan and Note shall not constitute an indebtedness of the City within the meaning of any statutory or charter restriction, limitation, or provision, and the taxing power of the City will not be pledged to the payment of said Loan and Note, but the same, together with the interest thereon, shall be payable solely from legally available revenues of the City; and

WHEREAS, pursuant to an Indenture of Trust, dated as of the date of delivery (the "**Indenture**"), between the Bank and The Peoples Bank, Biloxi, Mississippi as trustee (the "**Trustee**"), the Bank will issue its Bank Bonds in an aggregate principal amount of not to exceed \$16,000,000 to fund the Loan and will assign the Note to the Trustee as security for the Bank Bonds; and

WHEREAS, the City will enter into a Loan Agreement, dated as of the date of delivery, with the Bank (the "**Loan Agreement**") pursuant to which the Bank will loan the proceeds of the Bank Bonds to the City to pay the costs of the City Project and the costs incurred by the City and the Bank in connection with the Loan and the Bank Bonds; and

WHEREAS, under the Loan Agreement and the Note, the City will agree to make payments on the Note in amounts sufficient to pay the principal of, premium, if any, and interest on the Bank Bonds, as and when the same shall become due and payable; and

WHEREAS, the City and the Bank will, under the Bank Act, enter into a Tax Intercept Agreement, dated as of the date of delivery (the "**Tax Intercept Agreement**"), securing payment of the Note and the Bank Bonds, pursuant to which the City will agree to the withholding of certain monies to which it may be entitled from the State in order to satisfy any delinquent payments on the Note; and

WHEREAS, the Bank Bonds will be sold to Raymond James & Associates, Inc. (the "**Underwriter**"), pursuant to the terms and provisions of a Bond Purchase Agreement, to be dated as of the date of the sale of the Bank Bonds (the "**Bond Purchase Agreement**"), by and among the Bank, the Underwriter and the City; and

WHEREAS, there have been submitted to this meeting forms of

- (a) the Indenture under which the Bank Bonds will be issued and by which they will be secured,
- (b) the Loan Agreement between the City and the Bank providing for the Loan,
- (c) the Note from the City to the Bank, securing payment of the Loan,
- (d) the Bank's Preliminary Official Statement (the "**Preliminary Official Statement**") describing the Bank Bonds, the terms of the Indenture and other matters in connection with the sale and issuance of the Bank Bonds,
- (e) the Tax Intercept Agreement providing security for the Note and the Bank Bonds,
- (f) the Bond Purchase Agreement providing for the terms and conditions of the sale of the Bank Bonds to the Underwriter;

(g) a continuing disclosure certificate (the "Continuing Disclosure Certificate"), of the City, in connection with the Bank Bonds, dated the date of issuance and delivery of the Bank Bonds; and

WHEREAS, it appears that each of the documents above referred to, which documents are now before the Governing Body, is in appropriate form and is an appropriate document for the purposes identified; and

WHEREAS, it would be in the best interest of the City for the Bank to proceed with the sale and issuance of the Bank Bonds because the interest payable on the Note will be the same as the interest payable on the Bank Bonds as set forth in detail in the Bond Purchase Agreement; and

WHEREAS, the Loan and the Bank Bonds shall be conditioned upon the approval by the Board of Directors of the Bank; and

WHEREAS, all other conditions, acts and things required by the Act and the Constitution and laws of the State to have existed, to have happened and to have been performed precedent to and in connection with the adoption of this resolution, the issuance of the Note, the execution of the Loan Agreement, the Tax Intercept Agreement and the Bond Purchase Agreement have happened and have been performed in regular and due time, form and manner as required by law; and

WHEREAS, it is proposed that the City should take all such additional actions, authorize the preparation and distribution of such documents and authorize such other actions and proceedings as shall be necessary in connection with the issuance of the Note, the sale and issuance of the Bank Bonds and the financing of the Project and the costs incurred by the City and the Bank in connection with the Loan and the Bank Bonds; and

WHEREAS, the issuance of the Note will not exceed any limitation upon indebtedness which may be incurred by the City; and

WHEREAS, it has now become necessary that the Governing Body proceed to make provision for the execution, issuance and delivery of the Note and the Bank Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY:

SECTION 1. This resolution is adopted pursuant to the provisions of the Act and the Constitution and laws of the State.

SECTION 2. The Governing Body hereby authorizes the execution and delivery of the Note in the principal amount of not to exceed \$16,000,000 in accordance with the Act and subject to the provisions of this resolution and the Loan Agreement. All terms and provisions of the Note, including the repayment thereof, shall be as set forth in the Loan Agreement and the Note.

SECTION 3. The principal of and interest on the Note shall be payable over a period of not to exceed thirty (30) years solely from legally available revenues of the City and shall be subject to prepayment as set forth in the Loan Agreement. The Note shall not constitute a general obligation of the City within the meaning of any constitutional or statutory restrictions, limitations, or provisions, and the taxing power of the City will not be pledged to the payment of the Note, but the same, together with the interest thereon, shall be payable solely from legally available revenues of the City and the terms and provisions of the Tax Intercept Agreement.

SECTION 4. The Governing Body does hereby find and determine that the Bank Bonds are being issued to fund the Loan, the proceeds of which will be used to finance the City Project, to pay capitalized interest, if applicable and to pay the costs incurred by the City and the Bank in connection with the sale and issuance of the Bank Bonds and the execution and delivery of the Loan Agreement, the Note, the Tax Intercept Agreement and the Bond Purchase Agreement.

SECTION 5. The Indenture by and between the Bank and the Trustee in the form submitted to this meeting and attached hereto as **EXHIBIT A**, is hereby made a part of this resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Mayor of the City (the "Mayor"), the City Clerk and the President of the Governing Body (together, the "Authorized Officers") are authorized to approve such additional changes thereto as may be requested by the Bank. The City hereby approves and acknowledges the Indenture and the terms and provisions thereof and recognizes that many items governing the terms and conditions of the Note are based upon terms, limitations and conditions provided in the Indenture.

SECTION 6. The form of the Loan Agreement by and between the City and the Bank in the form submitted to this meeting and attached hereto as **EXHIBIT B**, is hereby made a part of this resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Authorized Officers are hereby authorized and directed to execute and deliver the Loan Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 7. The form of the Note from the City to the Bank in the form attached to the Loan Agreement, shall be, and the same hereby is, approved in substantially said form. The Authorized Officers are hereby authorized and directed to execute and deliver the Note to the Bank with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 8. The form of the Tax Intercept Agreement by and between the Bank and the City in the form submitted to this meeting and attached hereto as **EXHIBIT C**, is hereby made a part of this resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Authorized Officers are hereby authorized and directed to execute and deliver the Tax Intercept Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 9. The Bond Purchase Agreement, in the form submitted to this meeting is and attached hereto as **EXHIBIT D** is hereby made a part of this resolution as though set forth in

full herein and, shall be, and the same hereby is, approved in substantially said form. The Authorized Officers are hereby authorized and directed to execute the Bond Purchase Agreement for and on behalf of the City, subject to the following conditions: (a) compliance by the City with the provisions of the Bank Act regarding the issuance of the Note; (b) the aggregate principal amount of the Note and the Bank Bonds shall not exceed \$16,000,000; (c) the Bank Bonds will bear interest at the rates to be provided in the Bond Purchase Agreement and the Bank Bonds shall not bear a greater overall maximum interest rate to maturity than that allowed in Section 75-17-101, Mississippi Code of 1972, as amended and supplemented from time to time; (d) the term of Bank Bonds does not exceed thirty (30) years; and (e) the terms and provisions of the Bank Bonds are in compliance with the Bank Act.

SECTION 10. The Preliminary Official Statement, in the form submitted to this meeting and attached hereto as **EXHIBIT E**, is hereby made part of this resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The distribution by the Bank of the Preliminary Official Statement to the Underwriter is hereby authorized and approved. The City hereby deems the Preliminary Official Statement to be "final" as described in the SEC Rule 15c2-12(b)(1). The Mayor or the City Clerk are hereby, authorized and directed to approve the form of a final Official Statement (the "**Official Statement**") in substantially the form of the Preliminary Official Statement in connection with the sale and issuance of the Bank Bonds with such changes, insertions and omissions as may be approved by the Mayor or the City Clerk.

SECTION 11. The Continuing Disclosure Certificate, in the form attached to the Preliminary Official Statement, is hereby made part of this resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Authorized Officers are hereby authorized and directed to execute and deliver the Continuing Disclosure Certificate with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 12. If in the opinion of Butler Snow, LLP (the "**Bond Counsel**"), the Underwriter and Government Consultants, Inc., as Municipal Advisor, a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Bank Bonds, the Governing Body of the City hereby authorizes (a) Bond Counsel to prepare and distribute such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Underwriter, and (b) the Underwriter to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Bank Bonds, with the distribution of such supplement or amendment being conclusive evidence of the approval of the Governing Body.

SECTION 13. The Authorized Officers, and any other officer of the Governing Body are each hereby authorized and directed to do all such acts and things and to execute all such documents as may be necessary or advisable in connection with the Project and the authorization, sale, preparation, execution, issuance and delivery of the Loan Agreement, the Note, the Tax Intercept Agreement and the Bond Purchase Agreement.

SECTION 14. The Authorized Officers and any other officer of the Governing Body are each hereby authorized and directed to cooperate with the Bank and to take all such actions and do all such things and to execute all such documents as may be necessary or advisable in connection with the authorization, sale, preparation, execution, issuance and delivery of the Bank Bonds.

SECTION 15. The City Clerk is hereby directed to forward a certified copy of this resolution to the Bank.

SECTION 16. If any one or more of the provisions of this resolution, the Loan Agreement, the Tax Intercept Agreement, the Note or the Bond Purchase Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Resolution, the Loan Agreement, the Tax Intercept Agreement, the Note or the Bond Purchase Agreement but this resolution, the Loan Agreement, the Tax Intercept Agreement, the Note and the Bond Purchase Agreement shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein or therein.

SECTION 17. The previous actions of the Mayor, the City Clerk and the Governing Body in connection with the City Project and preparation for the issuance of the Note and the sale and issuance of the Bank Bonds shall be, and the same hereby are, approved, ratified and confirmed.

SECTION 18. The Governing Body hereby approves The Peoples Bank, Biloxi, Mississippi as the trustee for the Bank Bonds under to the Indenture.

SECTION 19. No stipulation, obligation or agreement herein contained or contained in the Loan Agreement, the Tax Intercept Agreement, the Bond Purchase Agreement or other documents necessary to conclude the issuance of the Note shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City in his individual capacity, and no such officer, agent or employee shall be personally liable on the Note or be subject to personal liability or accountability by reason of the issuance thereof.

SECTION 20. When the Note is issued, the City Clerk is hereby authorized and directed to prepare and furnish to the Bank certified copies of all of the proceedings and records of the City relating to the Note and the Loan, and such other affidavits and certificates as may be required to show the facts relating to the legality of the Note and the Loan as such facts appear from the books and records in the City Clerk's custody and control or as otherwise known to her; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein.

SECTION 21. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the issuance of the Note, the issuance and delivery of the Bank Bonds and the execution and delivery of the

Loan Agreement, the Tax Intercept Agreement, the Bond Purchase Agreement or other documents necessary to conclude the issuance of the Note, from time to time.

SECTION 22. The City covenants to comply with each requirement of the Internal Revenue Code of 1986 as amended (the "**Code**") necessary to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply with a certificate of the City to be executed and delivered concurrently with the issuance of the Bank Bonds, or such other covenants as may, from time to time, be required to be complied with in order to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes. The City shall not use or permit the use of any of the proceeds of the Bank Bonds, or any other funds of the City, directly or indirectly, to acquire any securities, obligations or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any Bank Bond to be an "arbitrage bond" as defined in Section 148 of the Code. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes under the Code, the covenants contained in this Section 22 shall survive the payment of the Bank Bonds and the interest thereon, including any payment or defeasance thereof.

SECTION 23. The City represents as follows:

- (a) The City shall take no action that would cause the Bank Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;
- (b) The City shall take all necessary action to have the Bank Bonds registered within the meaning of Section 149(a) of the Code; and
- (c) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Bank Bonds.

SECTION 24. The City hereby covenants that it shall make, or cause to be made to the United States of America, the rebate payments required by Section 148(f) of the Code and the regulations promulgated thereunder and to that end, to enter into the Arbitrage Rebate Agreement (as defined in the Indenture) with the Bank and the Trustee.

SECTION 25. The Authorized Officers are hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038-G "Information Return for Governmental Obligations" if required by Section 149(e) of the Code, if applicable.

SECTION 26. The Authorized Officers are hereby authorized to execute a non-arbitrage certification or similar document in order to comply with Section 148 of the Code and the applicable regulations thereunder.

SECTION 27. The City is an "obligated person" under Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "**Rule**"). The City covenants and agrees to execute the Continuing Disclosure Certificate setting forth the City's agreement with regard to continuing disclosure and to comply with the covenants set forth therein and carry out all of the provisions

of the Continuing Disclosure Certificate. In the event the City fails to comply with the provisions of the Continuing Disclosure Certificate, the beneficial owners of the Bank Bonds may take such actions as may be necessary and appropriate, including mandamus or specific performance by court order, to cause the City to comply with its obligations set forth in the Continuing Disclosure Certificate and this Section.

SECTION 28. If the Bank executes a commitment for the provision of municipal bond insurance for the Bank Bonds and any additional documents and certificates which are required by any provider of such municipal bond insurance elected to provide credit enhancement in connection with the issuance of the Bank Bonds, the Authorized Officers are hereby authorized to approve any changes, insertions and omissions as may be required by the provider of the municipal bond insurance to the Indenture, the Loan Agreement, the Note, the Bond Purchase Agreement, the Tax Intercept Agreement, the Preliminary Official Statement or Official Statement as are approved by the Executive Director of the Bank or an authorized officer of the Bank, evidenced by the execution of the commitment for said municipal bond insurance and other additional documents and certificates. The Governing Body hereby authorizes and approves the execution of said commitment by the Executive Director of the Bank, the President of the Board of Directors of the Bank or an authorized officer of the Bank, for and on behalf of the City, if applicable.

SECTION 29. The Authorized Officers are hereby authorized to execute a requisition and perform such other acts as may be necessary to authorize the payment by the Trustee under the Indenture on the closing date of the Bank Bonds, the costs of issuance for the Bank Bonds and costs of issuance for the Note; provided, however, total costs of issuance for said Bank Bonds and the Note shall not exceed five (5%) percent of the par amount of the Bank Bonds (excluding Underwriters' discount and any premiums for municipal bond insurance, if applicable).

SECTION 30. All orders, resolutions or proceedings of the Governing Body in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

[Remainder of page left blank intentionally.]

The above and foregoing resolution, after having been first reduced to writing, was introduced by Council Member Whithy, seconded by Council Member C. Bryan and was adopted by the following roll call vote, to wit:

YEAS:

Pulner
Beard
M. Bryan
L. Bryan
Nikki Davis

NAYS:

ABSENT:

Jennings

The motion having received the affirmative vote of a majority of the members present, being a quorum of said members, the President thereby declared the motion carried and the resolution adopted, this the 7th day of May, 2019.

ATTEST:

/s/ Leslie Muller
CLERK OF COUNCIL

ADOPTED:

/s/ Frank Beard
PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 7th day of May, 2019.

Keri Hanna
CITY CLERK

J. S. Selt
MAYOR

6.4

Section 100
copies

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI (THE "CITY") AUTHORIZING THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SIXTEEN MILLION DOLLARS (\$16,000,000) (THE "NOTE") TO SECURE A LOAN (THE "LOAN") FROM THE MISSISSIPPI DEVELOPMENT BANK TO THE CITY FOR THE PURPOSES OF PROVIDING FUNDS FOR ERECTING, REPAIRING, IMPROVING, ADORNING, EQUIPPING, EXPANDING AND FURNISHING MUNICIPAL BUILDINGS, INCLUDING BUT NOT LIMITED TO, THE CONVENTION CENTER AND RELATED MUNICIPAL BUILDINGS; AND PURCHASING BUILDINGS AND LAND THEREFOR AND FOR OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE ANN. SECTIONS 21-33-301 ET SEQ., AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME, THE ACT AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND OTHER APPLICABLE LAWS OF THE STATE OF MISSISSIPPI, INCLUDING PAYING FOR THE COST OF SUCH BORROWING; APPROVING THE FORM OF AN INDENTURE OF TRUST AND THE FORM OF AND THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT, A TAX INTERCEPT AGREEMENT AND A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH THE ISSUANCE OF THE NOTE AND THE ISSUANCE BY THE MISSISSIPPI DEVELOPMENT BANK OF ITS NOT TO EXCEED \$16,000,000 SPECIAL OBLIGATION BONDS, SERIES 2019 (TUPELO, MISSISSIPPI PUBLIC IMPROVEMENT REVENUE PROJECT) FOR THE PURPOSE OF FUNDING THE LOAN TO THE CITY; AUTHORIZING THE SALE OF SAID MISSISSIPPI DEVELOPMENT BANK BONDS; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF CERTAIN OTHER DOCUMENTS IN CONNECTION WITH THE LOAN AND SAID MISSISSIPPI DEVELOPMENT BANK BONDS; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and the City Council (the "Governing Body") of the City of Tupelo, Mississippi (the "City"), acting for and on behalf of the City, is authorized by Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time (the "City Bond Act"), and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (the "Bank Act" and together with the City Act, the "Act"), and other applicable laws of the State of Mississippi (the "State") to enter into a loan with the Mississippi Development Bank (the "Bank") for the purposes set forth therein, including, but not limited to, erecting, repairing, improving, adorning, equipping, expanding and furnishing municipal buildings, including but not limited to, the convention center and related municipal buildings; and purchasing buildings and land therefor and for other authorized purposes under the City Act, including paying for the cost of such borrowing (the "City Project"); and

WHEREAS, the City is a political subdivision duly created and validly existing pursuant to the Constitution and laws of the State and constitutes a "local governmental unit" under the Bank Act; and

WHEREAS, on April 2, 2019, the Governing Body adopted a resolution (the "**Intent Resolution**") declaring its intention to enter into a loan (the "**Loan**") with the Bank in an amount not to exceed \$16,000,000, all for the purpose of providing financing for the City Project, and for the Bank to issue its not to exceed \$16,000,000 Special Obligation Bonds, Series 2019 (Tupelo, Mississippi Public Improvement Revenue Project) (the "**Bank Bonds**") to finance the Loan and the Note (as defined herein); and

WHEREAS, pursuant to applicable law and as directed by the Intent Resolution, the Intent Resolution was published once a week for at least three (3) consecutive weeks in the *Northeast Mississippi Daily Journal*, a newspaper published in and having general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented from time to time, the first publication having been made not less than twenty-one (21) days before May 7, 2019, and the last publication to be not more than seven (7) days prior to such date, said notice was published in said newspaper on April 15, 22, 29 and May 6, 2019; and

WHEREAS, on or prior to the hour of 6:00 o'clock p.m. on May 7, 2019, no written protest objecting to and protesting against the Loan, the Note and the Bank Bonds nor any other objection of any kind or character against the Loan, the Note and the Bank Bonds described in the Intent Resolution had been filed with the City Clerk of the City (the "**City Clerk**") or presented by the qualified electors of the City; and

WHEREAS, on May 7, 2019, at the usual meeting place of the Governing Body, the Governing Body convened and adopted a resolution finding and determining that the Intent Resolution was duly published as required by law and that no written protest or other objection of any kind or character against the issuance of the Loan, the Note and the Bank Bonds was filed by qualified electors of the City and the Governing Body did authorize and approve the issuance of such Loan to raise money for the City Project, all in accordance with the Act; and

WHEREAS, the City is authorized under the provisions of the Act to borrow from the Bank in such amounts as it may find necessary and proper in order to provide (a) funding for the City Project, (b) paying capitalized interest, if applicable and (c) paying the costs incurred by the City and the Bank in connection with such Loan, Note and the Bank Bonds (together, the "**Project**"); and

WHEREAS, it would be in the best interest of the City for the Governing Body to provide funding for the costs of the Project by entering into the Loan with the Bank in accordance with the Act; and

WHEREAS, the Loan will be secured by the City's Promissory Note (Tupelo, Mississippi Public Improvement Revenue Project) (the "**Note**") in an aggregate principal amount of not to exceed \$16,000,000, payable by the City to the Bank; and

WHEREAS, the Loan and Note shall not constitute an indebtedness of the City within the meaning of any statutory or charter restriction, limitation, or provision, and the taxing power of the City will not be pledged to the payment of said Loan and Note, but the same, together with the interest thereon, shall be payable solely from legally available revenues of the City; and

WHEREAS, pursuant to an Indenture of Trust, dated as of the date of delivery (the "Indenture"), between the Bank and The Peoples Bank, Biloxi, Mississippi as trustee (the "Trustee"), the Bank will issue its Bank Bonds in an aggregate principal amount of not to exceed \$16,000,000 to fund the Loan and will assign the Note to the Trustee as security for the Bank Bonds; and

WHEREAS, the City will enter into a Loan Agreement, dated as of the date of delivery, with the Bank (the "Loan Agreement") pursuant to which the Bank will loan the proceeds of the Bank Bonds to the City to pay the costs of the City Project and the costs incurred by the City and the Bank in connection with the Loan and the Bank Bonds; and

WHEREAS, under the Loan Agreement and the Note, the City will agree to make payments on the Note in amounts sufficient to pay the principal of, premium, if any, and interest on the Bank Bonds, as and when the same shall become due and payable; and

WHEREAS, the City and the Bank will, under the Bank Act, enter into a Tax Intercept Agreement, dated as of the date of delivery (the "Tax Intercept Agreement"), securing payment of the Note and the Bank Bonds, pursuant to which the City will agree to the withholding of certain monies to which it may be entitled from the State in order to satisfy any delinquent payments on the Note; and

WHEREAS, the Bank Bonds will be sold to Raymond James & Associates, Inc. (the "Underwriter"), pursuant to the terms and provisions of a Bond Purchase Agreement, to be dated as of the date of the sale of the Bank Bonds (the "Bond Purchase Agreement"), by and among the Bank, the Underwriter and the City; and

WHEREAS, there have been submitted to this meeting forms of

- (a) the Indenture under which the Bank Bonds will be issued and by which they will be secured,
- (b) the Loan Agreement between the City and the Bank providing for the Loan,
- (c) the Note from the City to the Bank, securing payment of the Loan,
- (d) the Bank's Preliminary Official Statement (the "Preliminary Official Statement") describing the Bank Bonds, the terms of the Indenture and other matters in connection with the sale and issuance of the Bank Bonds,
- (e) the Tax Intercept Agreement providing security for the Note and the Bank Bonds,
- (f) the Bond Purchase Agreement providing for the terms and conditions of the sale of the Bank Bonds to the Underwriter;

(g) a continuing disclosure certificate (the "Continuing Disclosure Certificate"), of the City, in connection with the Bank Bonds, dated the date of issuance and delivery of the Bank Bonds; and

WHEREAS, it appears that each of the documents above referred to, which documents are now before the Governing Body, is in appropriate form and is an appropriate document for the purposes identified; and

WHEREAS, it would be in the best interest of the City for the Bank to proceed with the sale and issuance of the Bank Bonds because the interest payable on the Note will be the same as the interest payable on the Bank Bonds as set forth in detail in the Bond Purchase Agreement; and

WHEREAS, the Loan and the Bank Bonds shall be conditioned upon the approval by the Board of Directors of the Bank; and

WHEREAS, all other conditions, acts and things required by the Act and the Constitution and laws of the State to have existed, to have happened and to have been performed precedent to and in connection with the adoption of this resolution, the issuance of the Note, the execution of the Loan Agreement, the Tax Intercept Agreement and the Bond Purchase Agreement have happened and have been performed in regular and due time, form and manner as required by law; and

WHEREAS, it is proposed that the City should take all such additional actions, authorize the preparation and distribution of such documents and authorize such other actions and proceedings as shall be necessary in connection with the issuance of the Note, the sale and issuance of the Bank Bonds and the financing of the Project and the costs incurred by the City and the Bank in connection with the Loan and the Bank Bonds; and

WHEREAS, the issuance of the Note will not exceed any limitation upon indebtedness which may be incurred by the City; and

WHEREAS, it has now become necessary that the Governing Body proceed to make provision for the execution, issuance and delivery of the Note and the Bank Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY:

SECTION 1. This resolution is adopted pursuant to the provisions of the Act and the Constitution and laws of the State.

SECTION 2. The Governing Body hereby authorizes the execution and delivery of the Note in the principal amount of not to exceed \$16,000,000 in accordance with the Act and subject to the provisions of this resolution and the Loan Agreement. All terms and provisions of the Note, including the repayment thereof, shall be as set forth in the Loan Agreement and the Note.

SECTION 3. The principal of and interest on the Note shall be payable over a period of not to exceed thirty (30) years solely from legally available revenues of the City and shall be subject to prepayment as set forth in the Loan Agreement. The Note shall not constitute a general obligation of the City within the meaning of any constitutional or statutory restrictions, limitations, or provisions, and the taxing power of the City will not be pledged to the payment of the Note, but the same, together with the interest thereon, shall be payable solely from legally available revenues of the City and the terms and provisions of the Tax Intercept Agreement.

SECTION 4. The Governing Body does hereby find and determine that the Bank Bonds are being issued to fund the Loan, the proceeds of which will be used to finance the City Project, to pay capitalized interest, if applicable and to pay the costs incurred by the City and the Bank in connection with the sale and issuance of the Bank Bonds and the execution and delivery of the Loan Agreement, the Note, the Tax Intercept Agreement and the Bond Purchase Agreement.

SECTION 5. The Indenture by and between the Bank and the Trustee in the form submitted to this meeting and attached hereto as **EXHIBIT A**, is hereby made a part of this resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Mayor of the City (the "Mayor"), the City Clerk and the President of the Governing Body (together, the "Authorized Officers") are authorized to approve such additional changes thereto as may be requested by the Bank. The City hereby approves and acknowledges the Indenture and the terms and provisions thereof and recognizes that many items governing the terms and conditions of the Note are based upon terms, limitations and conditions provided in the Indenture.

SECTION 6. The form of the Loan Agreement by and between the City and the Bank in the form submitted to this meeting and attached hereto as **EXHIBIT B**, is hereby made a part of this resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Authorized Officers are hereby authorized and directed to execute and deliver the Loan Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 7. The form of the Note from the City to the Bank in the form attached to the Loan Agreement, shall be, and the same hereby is, approved in substantially said form. The Authorized Officers are hereby authorized and directed to execute and deliver the Note to the Bank with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 8. The form of the Tax Intercept Agreement by and between the Bank and the City in the form submitted to this meeting and attached hereto as **EXHIBIT C**, is hereby made a part of this resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Authorized Officers are hereby authorized and directed to execute and deliver the Tax Intercept Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 9. The Bond Purchase Agreement, in the form submitted to this meeting is and attached hereto as **EXHIBIT D** is hereby made a part of this resolution as though set forth in

full herein and, shall be, and the same hereby is, approved in substantially said form. The Authorized Officers are hereby authorized and directed to execute the Bond Purchase Agreement for and on behalf of the City, subject to the following conditions: (a) compliance by the City with the provisions of the Bank Act regarding the issuance of the Note; (b) the aggregate principal amount of the Note and the Bank Bonds shall not exceed \$16,000,000; (c) the Bank Bonds will bear interest at the rates to be provided in the Bond Purchase Agreement and the Bank Bonds shall not bear a greater overall maximum interest rate to maturity than that allowed in Section 75-17-101, Mississippi Code of 1972, as amended and supplemented from time to time; (d) the term of Bank Bonds does not exceed thirty (30) years; and (e) the terms and provisions of the Bank Bonds are in compliance with the Bank Act.

SECTION 10. The Preliminary Official Statement, in the form submitted to this meeting and attached hereto as **EXHIBIT E**, is hereby made part of this resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The distribution by the Bank of the Preliminary Official Statement to the Underwriter is hereby authorized and approved. The City hereby deems the Preliminary Official Statement to be "final" as described in the SEC Rule 15c2-12(b)(1). The Mayor or the City Clerk are hereby, authorized and directed to approve the form of a final Official Statement (the "**Official Statement**") in substantially the form of the Preliminary Official Statement in connection with the sale and issuance of the Bank Bonds with such changes, insertions and omissions as may be approved by the Mayor or the City Clerk.

SECTION 11. The Continuing Disclosure Certificate, in the form attached to the Preliminary Official Statement, is hereby made part of this resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Authorized Officers are hereby authorized and directed to execute and deliver the Continuing Disclosure Certificate with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 12. If in the opinion of Butler Snow, LLP (the "**Bond Counsel**"), the Underwriter and Government Consultants, Inc., as Municipal Advisor, a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Bank Bonds, the Governing Body of the City hereby authorizes (a) Bond Counsel to prepare and distribute such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Underwriter, and (b) the Underwriter to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Bank Bonds, with the distribution of such supplement or amendment being conclusive evidence of the approval of the Governing Body.

SECTION 13. The Authorized Officers, and any other officer of the Governing Body are each hereby authorized and directed to do all such acts and things and to execute all such documents as may be necessary or advisable in connection with the Project and the authorization, sale, preparation, execution, issuance and delivery of the Loan Agreement, the Note, the Tax Intercept Agreement and the Bond Purchase Agreement.

SECTION 14. The Authorized Officers and any other officer of the Governing Body are each hereby authorized and directed to cooperate with the Bank and to take all such actions and do all such things and to execute all such documents as may be necessary or advisable in connection with the authorization, sale, preparation, execution, issuance and delivery of the Bank Bonds.

SECTION 15. The City Clerk is hereby directed to forward a certified copy of this resolution to the Bank.

SECTION 16. If any one or more of the provisions of this resolution, the Loan Agreement, the Tax Intercept Agreement, the Note or the Bond Purchase Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Resolution, the Loan Agreement, the Tax Intercept Agreement, the Note or the Bond Purchase Agreement but this resolution, the Loan Agreement, the Tax Intercept Agreement, the Note and the Bond Purchase Agreement shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein or therein.

SECTION 17. The previous actions of the Mayor, the City Clerk and the Governing Body in connection with the City Project and preparation for the issuance of the Note and the sale and issuance of the Bank Bonds shall be, and the same hereby are, approved, ratified and confirmed.

SECTION 18. The Governing Body hereby approves The Peoples Bank, Biloxi, Mississippi as the trustee for the Bank Bonds under to the Indenture.

SECTION 19. No stipulation, obligation or agreement herein contained or contained in the Loan Agreement, the Tax Intercept Agreement, the Bond Purchase Agreement or other documents necessary to conclude the issuance of the Note shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City in his individual capacity, and no such officer, agent or employee shall be personally liable on the Note or be subject to personal liability or accountability by reason of the issuance thereof.

SECTION 20. When the Note is issued, the City Clerk is hereby authorized and directed to prepare and furnish to the Bank certified copies of all of the proceedings and records of the City relating to the Note and the Loan, and such other affidavits and certificates as may be required to show the facts relating to the legality of the Note and the Loan as such facts appear from the books and records in the City Clerk's custody and control or as otherwise known to her; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein.

SECTION 21. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the issuance of the Note, the issuance and delivery of the Bank Bonds and the execution and delivery of the

Loan Agreement, the Tax Intercept Agreement, the Bond Purchase Agreement or other documents necessary to conclude the issuance of the Note, from time to time.

SECTION 22. The City covenants to comply with each requirement of the Internal Revenue Code of 1986 as amended (the "**Code**") necessary to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply with a certificate of the City to be executed and delivered concurrently with the issuance of the Bank Bonds, or such other covenants as may, from time to time, be required to be complied with in order to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes. The City shall not use or permit the use of any of the proceeds of the Bank Bonds, or any other funds of the City, directly or indirectly, to acquire any securities, obligations or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any Bank Bond to be an "arbitrage bond" as defined in Section 148 of the Code. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes under the Code, the covenants contained in this Section 22 shall survive the payment of the Bank Bonds and the interest thereon, including any payment or defeasance thereof.

SECTION 23. The City represents as follows:

- (a) The City shall take no action that would cause the Bank Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;
- (b) The City shall take all necessary action to have the Bank Bonds registered within the meaning of Section 149(a) of the Code; and
- (c) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Bank Bonds.

SECTION 24. The City hereby covenants that it shall make, or cause to be made to the United States of America, the rebate payments required by Section 148(f) of the Code and the regulations promulgated thereunder and to that end, to enter into the Arbitrage Rebate Agreement (as defined in the Indenture) with the Bank and the Trustee.

SECTION 25. The Authorized Officers are hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038-G "Information Return for Governmental Obligations" if required by Section 149(e) of the Code, if applicable.

SECTION 26. The Authorized Officers are hereby authorized to execute a non-arbitrage certification or similar document in order to comply with Section 148 of the Code and the applicable regulations thereunder.

SECTION 27. The City is an "obligated person" under Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "**Rule**"). The City covenants and agrees to execute the Continuing Disclosure Certificate setting forth the City's agreement with regard to continuing disclosure and to comply with the covenants set forth therein and carry out all of the provisions

of the Continuing Disclosure Certificate. In the event the City fails to comply with the provisions of the Continuing Disclosure Certificate, the beneficial owners of the Bank Bonds may take such actions as may be necessary and appropriate, including mandamus or specific performance by court order, to cause the City to comply with its obligations set forth in the Continuing Disclosure Certificate and this Section.

SECTION 28. If the Bank executes a commitment for the provision of municipal bond insurance for the Bank Bonds and any additional documents and certificates which are required by any provider of such municipal bond insurance elected to provide credit enhancement in connection with the issuance of the Bank Bonds, the Authorized Officers are hereby authorized to approve any changes, insertions and omissions as may be required by the provider of the municipal bond insurance to the Indenture, the Loan Agreement, the Note, the Bond Purchase Agreement, the Tax Intercept Agreement, the Preliminary Official Statement or Official Statement as are approved by the Executive Director of the Bank or an authorized officer of the Bank, evidenced by the execution of the commitment for said municipal bond insurance and other additional documents and certificates. The Governing Body hereby authorizes and approves the execution of said commitment by the Executive Director of the Bank, the President of the Board of Directors of the Bank or an authorized officer of the Bank, for and on behalf of the City, if applicable.

SECTION 29. The Authorized Officers are hereby authorized to execute a requisition and perform such other acts as may be necessary to authorize the payment by the Trustee under the Indenture on the closing date of the Bank Bonds, the costs of issuance for the Bank Bonds and costs of issuance for the Note; provided, however, total costs of issuance for said Bank Bonds and the Note shall not exceed five (5%) percent of the par amount of the Bank Bonds (excluding Underwriters' discount and any premiums for municipal bond insurance, if applicable).

SECTION 30. All orders, resolutions or proceedings of the Governing Body in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

[Remainder of page left blank intentionally.]

The above and foregoing resolution, after having been first reduced to writing, was introduced by Council Member _____, seconded by Council Member _____ and was adopted by the following roll call vote, to wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the members present, being a quorum of said members, the President thereby declared the motion carried and the resolution adopted, this the 7th day of May, 2019.

ATTEST:

ADOPTED:

/s/
CLERK OF COUNCIL

/s/
PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 7th day of May, 2019.

CITY CLERK

MAYOR

EXHIBIT A
FORM OF INDENTURE

EXHIBIT B
FORM OF LOAN AGREEMENT

EXHIBIT C
FORM OF TAX INTERCEPT AGREEMENT

EXHIBIT D
FORM OF BOND PURCHASE AGREEMENT

EXHIBIT E
FORM OF PRELIMINARY OFFICIAL STATEMENT

46992525.v1



Tupelo Coliseum Commission

Meeting Minutes

March 18, 2019

Opening

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, March 18, 2019 at 3:00 p.m. in the BancorpSouth Arena Commerce Room with the following present:

Commissioner Jason Hayden
Commissioner Yvette Crump
Commissioner Moe Livingston
Commissioner Stan McIntosh
Commissioner Will Beasley

Representatives of the City of Tupelo Present:

Kim Hanna, Chief Financial Officer
Todd Hunt, Executive Director – BancorpSouth Arena
Kevan Kirkpatrick, Director of Marketing – BancorpSouth Arena
Buddy Palmer, City Council

Secretary Livingston called the meeting to order at 3:00 p.m.

Approval of Minutes from February 19th, 2019 Regular Meeting

Commissioner Hayden made a motion to approve the minutes from February 19 as presented seconded by Commissioner Beasley. All commission members voting aye, the motion passed.

Financial Report

Kim Hanna, Chief Financial Officer, reported on finances. Hanna reported revenues exceed expenses by \$1,142,057.00. Hanna pointed out that the Counting Crows concert in July 2018 that did not settle until fiscal year 2019 is the reason our financials are not higher. Hanna also said the arena is ahead of where they were last year for revenue. "We are well within budget" reported Hanna.

Director's Report

Kevan Kirkpatrick, Director of Marketing, reported that Carlock Toyota is renewing their Corporate Contract/Sponsorship for another year with the arena.



Travel: None to report.

Attendance: Todd Hunt reported just over 135,000 people have attended our events so far this fiscal year where the average is 141,000. We have had 234 events year to date, where the average is 214.

Past Events:

- Winter Jam (February 21, 2019) even though we had horrible weather there was still a good crowd. Sales are down across the country for Winter-Jam. Around 4700 people attended.
- WWE (February 23, 2019) was the third highest non-televised show WWE has had, and the highest of those that did not feature John Cena. Forty-three percent of the audience drove more than fifty miles.
- The Price Is Right (March 2, 2019) – just over 1,400 people in attendance. Fifty-eight percent of the audience drove more than an hour. It was down from 2016 when they were here last; however, someone won a trip to Hawaii.
- Luke Combs (March 8, 2019) – Biggest crowd since 2014's Florida Georgia Line performance, with 8,878 people attending. Highest grossing concession show ever with \$118,000 (\$104,000 was alcohol). Seventy-four percent drove more than 50 miles.

Upcoming Events

- Casting Crowns, Friday March 22, 2019.
- Victory Cheer, Saturday March 23, 2019.
- Jason Isbell, Sunday March 31, 2019.
- Library Fundraiser, Thursday April 4, 2019.
- Old Dominion, Saturday, April 13, 2019.

Old Business:

Expansion:

Hunt reported that he and Senior Event Coordinator, Courtney Holcomb met with the design team last week and the plan is still to break ground mid-July. Projection is 1 year for construction of the new facility plus another 6 months to renovate the existing conference center.

New Business:

Approval for Shelby Poindexter, Social Media Manager to attend the Marketing Conference in Toronto, Canada June 12-15, 2019. Commissioner Hayden made a motion to approve



international travel for Shelby for the EAMC in Toronto Canada, seconded by Commissioner Crump. All commission members voting aye, the motion passed.

Beverage Approval

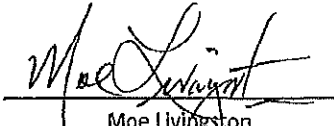
Secretary Livingston asked for approval of beverages at Jason Isbell, Library Fundraiser, and Old Dominion. Commissioner Hayden made a motion to approve the sale of beverages for the events listed above. Commissioner Beasley seconded the motion. All commissioners voted aye; the motion passed.

Approve Checks


Secretary Livingston asked for a motion to approve the checks. Commissioner Hayden motioned to approve the checks. Commission Beasley seconded the motion. All commissioners voted aye; the motion passed.

Adjournment

After no other business, Secretary Livingston adjourned the meeting at 3:38 p.m.



Moe Livingston
Secretary



Scott Reed
Chairman



Public Works Memo

To: Kim Hanna

CC: Rosiland Barr

From: Chuck Williams

A handwritten signature in black ink, appearing to be "CW", enclosed within a hand-drawn oval.

Date: 04/17/19

Re: Surplus Property to Remove from Assets

Please add the following surplus items to the May 7, 2019 Council Meeting Agenda –

Surplus to Traveler's Insurance Agency

Asset	Description	Barcode	Serial No.	Unit No.	Tool/Watch	Reason to Surplus
	2017 IHC 4300 Loader Truck	16533	1HTMMMMN4HH483897	PW68	960242	Burned on 03/28/19
2887	Radio, Kenwood VHF Mobile	14686	A9301352	Located in PW68	658833	Burned on 03/28/19

Surplus to Scrap

Asset	Description	Barcode	Serial No.	Unit No.	Tool/Watch	Reason to Surplus
530	2003 Stihl MS360 Chainsaw	11638	261242299	PW264	658459	Engine is not repairable

Surplus for Parts

Asset	Description	Barcode	Serial No.	Unit No.	Tool/Watch	Reason to Surplus
534	2003 Bobcat 72" Sweeper Attachment	11640	783710472	PW266	658461	Worn Out, Expensive to Repair

Thank you –

Chuck Williams
Public Works Director

DANNY RILEY
101 Bentley Ave
Tupelo, MS 38804

Accepted
5-7-19
AP

Schools: 1969-Graduate of Nettleton High School, Nettleton, MS
1971-Graduate of Wood Junior College, Associate of Art Degree, Mathiston, MS
1973-Graduate of Delta State University B.S. in Education, Cleveland, MS

Work: Employed with Liberty National Insurance Company for 32yrs, 8mo.
04-1974 Worked as Agent in Nettleton, MS
12-1976 Sales Manager in Vicksburg, MS
01-1980 Sales Manager in Tupelo, MS
05-1986 District Manager in Hattiesburg, MS
10-1989 District Manager in Tupelo, MS
11-2002 District Manager in Corinth, MS
12-2006 Retired
10-2008 Part-Time Bus Driver with Corinth Public School System
08-2011 to 07-2017 Part-Time Bus Driver with Tupelo Public School System

Clubs: Member of Mississippi Association of Life Underwriters for 32 years.
Past President of the Northeast MS of Life Underwriters 1983-1985
Past member of Corinth Rotary Club 8 yrs
Liberty National Life Torch Club – qualified 11 years
Council of Champions Liberty National – qualified 5 years
Member of Presidents Club Liberty National – 2 years

Church: Member of The Orchard United Methodist Church, Tupelo, MS
Past Trustee Wesley United Methodist Church, Tupelo, MS
Past Deacon-East Heights Baptist Church, Tupelo, MS
Past Deacon-38th Ave Baptist Church in Hattiesburg, MS

Family: Married to Vickie Cole Carson 20 years
Three children: Jason Carson, Glen Carson, and Jennifer Riley Ray.
Five Grandchildren

References: Sam Gregory-Retired Hospital Administrator, 844-0427

Larry Harmon-Director of Transportation, Tupelo Public Schools, 321-0360

Billy Joe Holland-Supervisor 5th District, Lee County, 687-1305

Mark Stone Agency-Liberty National Life Insurance, 842-6114

Tim Kent-Mayor of New Albany, 534-1010

Mem Riley-Mayor of Nettleton, 963-3060

Board: Member of the Tupelo Thoroughfare Committee 04-2017 to present

Phone Numbers-Home 260-4907-Cell-213-3162
Email Address Inl129@yahoo.com

5-7-19
7.7

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 23705

MAULDIN TOMMY & DOROTHY
OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to MAULDIN TOMMY & DOROTHY (Owner on 4/22/2019 of the property described herein below) to determine whether or not said real property was in such a state of dilapidation as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: MAULDIN TOMMY & DOROTHY
Address of Owner: 511 RUTLAND DR MS 38804,
Parcel Number: 088P3308500
Address of Violation: 511 RUTLAND TUPELO MS 38804

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 03/06/2018 following which the property referenced above was adjudicated to be a menace to the public health and safety, and demolition was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 05/07/2019, adjudicated the actual cost of demolition to be \$2,350.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$1,500.00, for a total assessment against the property of \$3,850.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

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

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
TRAVIS BEARD, Council President

ATTEST:

AMANDA DANIEL, Clerk of the Council

APPROVED:

JASON L. SHELTON., Mayor

Date

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.
PARKS CLARENCE
OWNER

CASE NO. 22575

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to PARKS CLARENCE (Owner on 4/22/2019 of the property described herein below) to determine whether or not said real property was in such a state of dilapidation as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: PARKS CLARENCE
Address of Owner: 2738 WOODMERE CIRCLE TUPELO, MS 38801,
Parcel Number: 089B3001500
Address of Violation: 1309 N GREEN, TUPELO MS 38804

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 01/02/2017 following which the property referenced above was adjudicated to be a menace to the public health and safety, and demolition was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 05/07/2019, adjudicated the actual cost of demolition to be \$3,200.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$1,500.00, for a total assessment against the property of \$4,700.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

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

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
TRAVIS BEARD, Council President

ATTEST:

AMANDA DANIEL, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 23866

KNOWLES LOUISE
OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to KNOWLES LOUISE (Owner on 4/22/2019 of the property described herein below) to determine whether or not said real property was in such a state of dilapidation as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: KNOWLES LOUISE
Address of Owner: P.O. BOX 930 VERONA MS 38879,
Parcel Number: 074T1704500
Address of Violation: 3405 WALSH RD BELDEN MS 38826

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/01/2018 following which the property referenced above was adjudicated to be a menace to the public health and safety, and demolition was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 05/07/2019, adjudicated the actual cost of demolition to be \$1,900.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$1,500.00, for a total assessment against the property of \$3,400.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

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

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
TRAVIS BEARD, Council President

ATTEST:

AMANDA DANIEL, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 22795

CUMMINGS ATLENA ESTATE
OWNER

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to CUMMINGS ATLENA ESTATE (Owner on 4/22/2019 of the property described herein below) to determine whether or not said real property was in such a state of dilapidation as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: CUMMINGS ATLENA ESTATE
Address of Owner: 804 COLONIAL LANE KILLEEN TX 76543
Parcel Number: 089K3107300
Address of Violation: 464 N BROADWAY TUPELO MS 38804

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 03/06/2018 following which the property referenced above was adjudicated to be a menace to the public health and safety, and demolition was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 05/07/2019, adjudicated the actual cost of demolition to be \$3,400.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$1,500.00, for a total assessment against the property of \$4,900.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

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

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
TRAVIS BEARD, Council President

ATTEST:

AMANDA DANIEL, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

IAN PATRICK MORRISON

2690 McCullough Blvd
APT #582
Tupelo, MS 38826
(210) 284-1244
ianmorrison1904@gmail.com

EDUCATION

The University of Mississippi, Bachelor of Business Administration
Majors: Banking & Finance, Managerial Finance, Risk Management & Insurance
▪ Life Member of the University of Mississippi Alumni Association

University, MS
Spring 2018 Graduate

WORK EXPERIENCE

BancorpSouth
Management Trainee/Credit Analyst

Tupelo, MS
June 2018- Present

- Prepare reports about the degree of risk in lending bank funds to potential borrowers
- Responsible for gathering and analyzing financial data about clients including savings information and purchase activities
- Part of a selective training program that prepares new hires to be educated and principled lenders

Faubourg Private Wealth
Community Assistant

Metairie, LA
June 2017 - July 2017

- Shadowed private wealth advisors as they evaluated securities for suitability for client portfolios
- Part of a sixteen-member team supporting and managing over 50 accounts of high net-worth individuals whose combined assets exceed \$240 million
- Assisted with account reviews, financial need analysis, and prospecting/marketing activities

First Horizon National Corporation, First Tennessee Bank
Retail Banking Intern

Memphis, TN
June 2016-August 2016

- Helped organize and plan the flagship NEXTleader training program which trained college graduates to become banking managers
- Provided administrative assistance to bank managers and retail executives
- Researched possible sales initiatives and retail strategies for the bank to pursue

LEADERSHIP EXPERIENCE

Alpha Kappa Psi Professional Business Fraternity
President

- Acted as the presiding officer at all meetings of the Chapter Congress and the Management Team. Was in charge of general supervision, direction, and control of the business and affairs of the professional fraternity

Eagle Scout Award
Service Project Leader

- Managed a massive service project for a church in inner city San Antonio. By completing this project I earned the highest rank/award in scouting.

Money think Program
Money think Mentor

- Taught financial literacy to high school students of the Oxford, Mississippi Community

EXTRACURRICULAR ACTIVITIES

- Ole Miss "Pride of the South" Marching Band
- School of Business Administration CEO Ambassador Program
- Ole Miss Student Alumni Council
- Gamma Iota Sigma Academic Fraternity

August 2014-May 2018
February 2016-May 2018
March 2016-October 2016
October 2017- May 2018



Memo

To: Mayor Jason Shelton and City Council
From: Chief Thomas Walker *TS*
Date: 4-29-2019
Re: Bid for Exhaust Removal System

I respectfully request that Invitation to Bid number 2019-002FD, Six (6) Exhaust Removal Systems be rejected because no bids were submitted. We plan to re-advertise and try again.

Northeast Mississippi Daily Journal, 1242 S. Green Street

Account: 3486	Ad ID: 1426160
Name: MISSY SHELTON	Description: #1426160 LEGAL NOTICE CITY OF TUPELO
Company: CITY OF TUPELO	Run Dates: 03/27/19 to 04/03/19
Address: P.O BOX 1485	Class: 1401
TUPELO, MS 38802	Orig User: PMW
Telephone: (662) 841-6487	Words: 125
	Lines: 33
	Agate Lines: 34

Other Charges:	\$3.00	Net Cost:	\$30.50	Notes:
Discount:	\$0.00			
Surcharge:	\$0.00	Paid Amount:	- \$0.00	
Credits:	\$0.00			
Bill Depth:	3.333	Amount Due:	\$30.50	

#1426160

LEGAL NOTICE

CITY OF TUPELO
MAYOR JASON SHELTON

Sealed bids will be received in the Purchasing Office, 1st Floor of City Hall, PO Box 1485, Tupelo, MS 38802-1485; 71 East Troy, Tupelo, MS 38804 until 10:00 a.m. Monday, April 29, 2019 for the following:

Bid # 2019-002FD
Six Exhaust Removal Systems for 5, 2 bay fire stations
And 1, 3 bay fire station

Official bid documents can be downloaded from www.centralbidding.com for a fee. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bid process, please call Central Bidding at 225-810-4814.

Specifications are on file in the Purchasing Office and will be furnished upon request.

CITY OF TUPELO
PURCHASING
MISSY SHELTON
662-841-6456
missy.shelton@tupeloms.gov

March 27, 2019
April 3, 2019

INVITATION, BID AND ACCEPTANCE**CITY OF TUPELO, MISS.**2019-
Invitation No. 002FD
Dept. Fire

TO _____

ADDRESS _____

DATE 3-25-19

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M 4-29-2019, and then publicly opened for the furnishing of the following Materials and Supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO,By Missy Shelton
PURCHASING OFFICE

ITEM NUMBER	QUANTITY	ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
					DOL.	CTS.
		<p>The City of Tupelo Fire Department is accepting bids for 6 exhaust removal systems for 5, 2 bay fire stations and 1, 3 bay fire station located at:</p> <p>106 W. Jefferson St. Tupelo, MS 1028 W. Main St. Tupelo, MS 902 N. Veterans Blvd. Tupelo, MS 2603 S. Green St. Tupelo, MS 412 Coley Rd. Tupelo, MS 3015 McCullough Blvd. Tupelo, MS</p> <p>Successful Bidder must:</p> <ol style="list-style-type: none"> 1. Furnish all labor, materials and equipment required to install exhaust system. 2. Remove all trash and debris after each site is completed. 3. Obtain permit from Department of Development Services. 4. Contractor must show proof of being a licensed contractor. 5. A minimum liability insurance coverage in the amount of \$1,000,000.00 will be required of the successful bidder, with City of Tupelo listed on waiver. <p>Provide:</p> <ol style="list-style-type: none"> 1. Price per each 2 bay station. 2. Price per each 3 bay station. 				

CITY MAY EXPECT DELIVERY BY

DATE _____

BIDDER _____

ADDRESS _____

TELEPHONE _____

BY _____

CONDITIONS

1. The City reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the City or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
2. Time, in connection with discount offered, will be computed from date of delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the City may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event the City may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials, and supplies by contract or otherwise, and the contractor and his sureties (if any), shall be liable to the City for any excess cost occasioned the City thereby: PROVIDED, That the contractor shall not be charged with any excess cost occasioned by the City by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor including, but not restricted to acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather.
5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the City, State, or Federal Government after the date set for the opening of this bid and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such charge will be charged to the City and entered on vouchers (or invoices) as separate items.

INSTRUCTIONS TO BIDDER

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of the bids, and, if not destroyed, will upon request be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified, with packing including.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.
4. Envelopes containing bids must be sealed and marked on the lower left-hand corner with the name and address of the bidder and the date and hour of opening, and addressed as instructed.

Tupelo Fire Department
Specifications For
Exhaust Removal System

Duct Work:

1. Ducting shall consist of the following:
 - a. Galvanized: ASTM A527 with a G90 rating
 - i. Temp rating is 500° F with no breakdown of zinc - Zinc melting point is 740° F
 - b. 304SS: Finish meets ASTM A240
 - i. Temp rating is 1,100° F
 - c. 316SS: Finish meets ASTM A240
 - i. Temp rating is 1,100° F
2. Ducting manufacturing techniques:
 - a. Diameters 3" - 24" pipe, adjustable nipples, and collars attached to other components will have one or both ends die formed-rolled to provide a uniform edge around the circumference of the rolled end. The pipe and adjustable nipples shall have the longitudinal seam laser welded to allow for a tighter slip joint and reduce system pressure losses. All laser welded seams will undergo a light test to ensure there are no voids or imperfections in the system. Pipe lengths using laser welded seams will not exceed a nominal 60" length. The rolled edges provide structural support at 5' intervals or less and can be interpreted as a stiffener where SMACNA specifications are required. An adjustable nipple is used for adjustment during the install process. Pipe is cut to appropriate length and the adjustable nipple secures the pipe for install.
 - b. Pipe and other components larger than 24" shall utilize either an angle flange or flat flange attached loosely and retained in place using a 3/8" vanstone lip. The pipe shall have a compressed-interlocking lap form seam and not exceed 78" in length. The angle or flat flanges provide structural support at 6'-6" intervals or less and are considered as stiffeners where SMACNA specifications are required.
 - c. There will be times when certain components will be air direction sensitive. These components will have an arrow sticker attached showing the proper flow direction.
 - d. All ducting and its components shall have been tested to 80" WG using the following gauged reference:
 - i. 3" will use 18ga material thickness
 - ii. 4" through 12" will use 22ga material thickness
 - iii. 13" through 29" will use 20ga material thickness
 - iv. 30" and above will use 18ga material thickness

Engineering Specification (cont.):

3. Clamping rolled edged duct:
 - a. Clamps shall be constructed with an over-center, spring-lever action for quick connecting of two pieces of ducting. A retaining pin shall be inserted in the handle and an eyelet on the clamp as a safety feature to ensure the handle does not prematurely come undone.
 - b. When closing the clamp, the internal seal shall be compressed in such a manner as to cover both rolled beads for optimum sealing capacity in a full 360° pattern.
4. Optional caulking and other materials governing system temperature ratings if applicable:
 - a. Approved caulk is 3M Scotch Seal Metal Sealant 2084 or equivalent for system temperatures of 250°F or lower
 - b. Optional approved caulk is 3M DP460 two part epoxy or equivalent for system temperatures of 375°F or lower
 - c. Optional approved caulk is RTV 100 Series, Mil-A-46106B Compliance, UL/FDA/NSF or equivalent for system temperatures of 400°F or lower

d. Optional approved caulk is Permatex RTV Silicone Rubber Adhesive High Temperature Caulk (red in color) or equivalent for system temperatures of 500°F or lower

e. Sealing gaskets

- i. Buna-N, 70 Duro-Meter hardness with a temperature rating of 250°F maximum and is black in color, used with the adjustable nipple
- ii. Silicon rubber, ZZ-R-765 Class 2A and 2B grade 770 AMS-3304E and 3304F and 3303G, FDA approved and is red in color, used with the adjustable nipple
- iii. Molded gaskets shall meet the material classification of ASTM D-2000 M2BG510 A24 B34 EO14 EO34 EF11 EF21 and used in systems where the temperature rating is 225°F or less and are black in color. This component shall be made using conductive materials for conductivity.
- iv. Sponge o-ring shall meet the material classification of either ASTM D-1056-68 – SBE43 or ASTM D1056-85, 91, 98 – 2B3
- v. Clamp seals shall be made of either of the following:

1. Nitrile to meet or exceed ASTM D 1056 standards with a temperature rating not to exceed 158°F constant temperature (or intermittent temperature of 194°F).
2. ePTFE to meet or exceed FDA /pharmaceutical standards for food usage and not be degraded by any common chemicals in the 0-14 PH range. Temperature rating shall not exceed 600°F.

5. Conductivity:

- a. Metal-to-metal contact shall be obtained at all joint connections. Die-formed rolled edges are uniform in shape which provides the most consistent contact. The ears of the clamp contact with the rolled edges and provide maximum conductivity. Conductivity shall be adhered to per NFPA 77 paragraph 8.4.1.1; states all parts of the continuous metal piping system should have a resistance level that does not exceed 10 ohms. Testing is the responsibility of the owner.

Pressure Blowers:

These fans feature high pressure 3/16" minimum thickness radial flat wheels, direct drive, and are AMCA Type B spark resistant. Housing shall be of Aluminum/Magnesium alloy created by 2-piece construction with gaskets and steel hardware. Fan shall be tested and be in accordance with AMCA Standard 210.

The motor shall be TEFC type, UL and CSA rated, factory balanced by removal of material with no additional weights used.

It shall run at 3450 RPM and can operate under normal temperatures up to 150 degrees. Motor bases made with 12 gauge steel minimum..

H.P.	Phase	CFM	Inlet	Outlet	Voltage	FLA	Breaker Size	DBA @ 5' Frame
5	3	1754 CFM @ 4" w.g.	8"	8"	230/460V	13.2/7	20A, 15A	84 184T
3	3	1222 CFM @ 4" w.g.	7"	6"	208/230/260	8.4/7.6-3.8	15A	81 56C

Control Panel w/Timer:

Panels must feature a mild- steel NEMA 4 enclosure with 3-way (HAND-OFF-AUTO) switch and reset button, and low voltage landing terminals.

Enclosure Dimensions: 10" H x 10"W x 6"D

HP	Voltage	Phase	Description	Timer
3	230	3	For use with a 230v, 3HP, 3PH and compatible 230v, 3PH source.	Yes
5	230	3	For use with a 230v, 5HP, 3PH and compatible 230v, 3PH source.	Yes

Duct Work Supply List:

X5 LINE	PCS	DESCRIPTION
1	6	PIPE 5" x 59.25" LONG 3.9 GALV. OF
2	1	PIPE 6" x 59.25" LONG 7.9 GALV. OF
3	1	PIPE 7" x 59.06" LONG 1.7 GALV. OF
4	2	ADJ NIPPLE WITH O-RING 5" 2.6 GALV. OF
5	1	ADJ NIPPLE WITH O-RING 7" 2.4 GALV. OF
6	2	ELBOW 5" 90Deg. 1.0CLR 2.4 GALV. OF
7	1	ELBOW 7" 90Deg. 1.0CLR 2.2 GALV. OF
8	1	ELBOW 5" 45Deg. 1.0CLR 0.7 GALV. OF
9	2	HOSE ADAPTER 5" 1.9 GALV. OF
10	13	CLAMP WITH PIN 5" 2.9 GALV. OF
11	2	CLAMP WITH PIN 6" 0.5 GALV. OF
12	4	CLAMP WITH PIN 7" 1.8 GALV. OF
13	1	IN-LINE BACK BLAST DAMPER 6" 4.0 GALV. OF
14	3	HJ PIPE HANGER 5" 2.0 GALV.
15	1	HJ PIPE HANGER 7" 0.9 GALV.
16	1	BRANCH, A=07 B=05 C=05 5.0 GALV. OF (45 Deg)
17	1	***MACHINE ADAPTOR 6.1" A=6, B=6.1 I.D.*** 1.1 GALV. OF
18	1	***MACHINE ADAPTOR 7.1" A=7, B=7.1 I.D.*** 1.4 GALV. OF

X1 LINE	PCS	DESCRIPTION
1	8	PIPE 5" x 59.25" LONG 53.2 GALV. OF
2	1	PIPE 6" x 59.25" LONG 7.9 GALV. OF
3	3	PIPE 7" x 59.06" LONG 35.1 GALV. OF
4	1	PIPE 9" x 59.06" LONG 14.9 GALV. OF
5	3	ADJ NIPPLE WITH O-RING 5" 3.9 GALV. OF
6	1	ADJ NIPPLE WITH O-RING 7" 2.4 GALV. OF
7	1	ADJ NIPPLE WITH O-RING 9" 3.1 GALV. OF
8	3	ELBOW 5" 90Deg. 1.0CLR 3.6 GALV. OF
9	1	ELBOW 9" 90Deg. 1.5CLR 7.6 GALV. OF
10	2	ELBOW 5" 45Deg. 1.0CLR 1.4 GALV. OF
11	3	HOSE ADAPTER 5" 2.9 GALV. OF
12	18	CLAMP WITH PIN 5" 4.0 GALV. OF
13	2	CLAMP WITH PIN 6" 0.5 GALV. OF
14	5	CLAMP WITH PIN 7" 2.3 GALV. OF
15	1	CLAMP WITH PIN 8" 0.5 GALV. OF
16	4	CLAMP WITH PIN 9" 2.2 GALV. OF
17	1	IN-LINE BACK BLAST DAMPER 6" 4.0 GALV. OF
18	3	HJ PIPE HANGER 5" 2.0 GALV.
19	2	HJ PIPE HANGER 7" 1.7 GALV.
20	1	HJ PIPE HANGER 9" 1.1 GALV.
21	1	BRANCH, A=07 B=05 C=05 5.0 GALV. OF (45 Deg)
22	1	BRANCH, A=09 B=05 C=07 7.3 GALV. OF (45 Deg)
23	1	REDUCER, A=09 B=08 2.5 GALV. OF
24	1	***MACHINE ADAPTOR 8.1" A=8, B=8.1 I.D.*** 1.5 GALV. OF
25	1	***MACHINE ADAPTOR 6.1" A=6, B=6.1 I.D.*** 1.1 GALV. OF

Pressure Blower Supply List:

H.P.	Phase	CFM	Inlet	Outlet	Voltage	FLA	Breaker Size	DBA @ 5' Frame
X1								
5	3	1754 CFM @ 4" w.g.	8"	8"	230/460V 13.2/7	20A, 15A	84	184T
X5								
3	3	1222 CFM @ 4" w.g.	7"	6"	208/230/260 8.4/7.6-3.8	15A	81	56C

INVITATION, BID AND ACCEPTANCE**CITY OF TUPELO, MISS.**

Invitation No. _____

TO _____

Dept. _____

ADDRESS _____

DATE _____

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until _____ o'clock _____ M _____ 20 _____ and then publicly opened for the furnishing of the following Materials and Supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO,

By _____

PURCHASING OFFICE

ITEM NUMBER	QUANTITY	ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
					DOL.	CTS.
		<p>General Bid Requirements:</p> <ol style="list-style-type: none"> 1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and vendor address on it. 2. All bids must be submitted in the enclosed envelope or an envelope identified in the same manner as the enclosed envelope or if submitted electronically the same information must be provided. 3. The bidder shall sign and date the bid at the bottom of bid form. 4. The outside of the envelope shall be clearly be marked with the vendor, invitation number, and the time and date to be opened. 5. The City of Tupelo reserves the right to reject any and all bids, to waive any formalities in the bid, or award the bid to whomsoever they may choose. 				

CITY MAY EXPECT DELIVERY BY

DATE _____

BIDDER _____

ADDRESS _____

TELEPHONE _____

BY _____

CONDITIONS

1. The City reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the City or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
2. Time, in connection with discount offered, will be computed from date of delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the City may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event the City may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials, and supplies by contract or otherwise, and the contractor and his sureties (if any), shall be liable to the City for any excess cost occasioned the City thereby: PROVIDED, That the contractor shall not be charged with any excess cost occasioned by the City by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor including, but not restricted to acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather.
5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the City, State, or Federal Government after the date set for the opening of this bid and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such charge will be charged to the City and entered on vouchers (or invoices) as separate items.

INSTRUCTIONS TO BIDDER

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3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.
4. Envelopes containing bids must be sealed and marked on the lower left-hand corner with the name and address of the bidder and the date and hour of opening, and addressed as instructed.

5-7-19
7.10-

Page 623



TUPELO POLICE DEPARTMENT

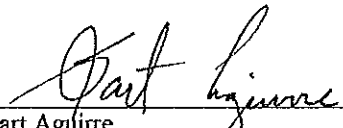
400 Front Street, Tupelo, MS 38804 • Office 662-841-6498 • Fax 662-841-6555

May 7, 2019

To: Mayor Shelton
CC: COO Don Lewis and the Tupelo City Council

It has been requested by Lt. Sam Bell to lease AN/PVS-21 Night Vision Goggles for the SWAT Team of the Tupelo Police Department the cost of said items is \$300.00 per unit per year. I am requesting that the City council approve the lease contract for 13 units totaling \$3900.00. Approval of this lease provides the officers the necessary equipment for night time operations at a very low cost. The cost of one night vision unit is \$7,995.00.

On behalf of Lt. Sam Bell, I ask for your consideration and approval of this lease agreement and help further the protection of our citizens.


Bart Aguirre
Chief of Police
City of Tupelo

rc
Attachment

Department of the Navy
Naval Surface Warfare Center, Crane Division
300 Hwy 361, Bldg. 2044, Electro-Optic Technology Division
Crane, Indiana 47522

Cooperation With Civilian Law Enforcement Officials Agreement

Agreement entered into pursuant to SECNAV Instruction 5820.7C and NSWCCraneINST 5700.1A

DISTRIBUTION B. Distribution authorized to U.S. Government Agencies; Administrative Use; 25 Oct 16. Other request for this document shall be referred to NSWC Crane, 300 Highway 361, Code JXQS, Crane, IN 47522.

1a. Federal/State/Local Law Enforcement Agency Name: TUPELO POLICE DEPARTMENT	2. Agreement Number: N00164LE1087
1b. Agency Mailing Address: 400 NORTH FRONT STREET TUPELO,	3. Agreement Start/Renewal Date: NEW CONTRACT
State: MISSISSIPPI Zip Code: 38804	4. Agreement Termination Date: NEW CONTRACT
	5. Estimated Total Cost (See paragraph III Terms and Conditions below): \$3,900.00

7. Statement of Supplies to be Furnished:

Designation, Nomenclature, Stock Number, Replacement Value & Serial Numbers	Qty	Unit Price	Amount
AN/PVS-21, Night Vision Goggle, NSN: 5855-01-495-1038, Replacement Value \$7,995 Each	13	\$300.00	\$3,900.00
Serial Numbers: To be determined.			
		\$300.00	\$0.00
Serial Numbers:			
		\$300.00	\$0.00
Serial Numbers:			
		\$300.00	\$0.00
Serial Numbers:			
		\$300.00	\$0.00
Serial Numbers:			
		Total	\$3,900.00

8. Points of Contact

Federal/State/Local Law Enforcement Agency Official (Name): LIEUTENANT ROBERT CARNATHAN Phone: (662) 231-5156 POC: LT. SAM BELL Fax: (662) 841-6555 Email: Sam.bell@tupeloms.gov	Government Law Enf Electro-Optics Loan Program Manager (Name): Scott Arthur Phone: 812-854-6650 Fax: 812-854-8559 Email: scott.arthur@navy.mil
Government Law Enf Electro-Optics Loan Program Assistant (Name): ebbie Owens, CTR Phone: 812-854-4439 Fax: 812-854-8559 Email: debbie.owens.ctr@navy.mil	Government Law Enf Electro-Optics Loan Program Assistant (Name): Phone: Fax: Email:

I. AUTHORITY AND PURPOSE

This Agreement is entered into by and between TUPELO POLICE DEPARTMENT, hereinafter referred to as Federal/State/Local law enforcement agency, and the Crane Division, Naval Surface Warfare Center, hereinafter referred to as NAVSURFWARCENDIV Crane. This Agreement is entered into pursuant to the authority of SECNAV Instruction 5820.7C, Subj: "Cooperation with Civilian Law Enforcement Officials" and NAVSURFWARCENDIV Crane Instruction 5700.1, Subj: "Law Enforcement Electro-Optics Loan Program". The purpose of this Agreement is to extend NAVSURFWARCENDIV Crane cooperation with civilian law enforcement officials to the maximum extent practicable, consistent with the needs of national security and military preparedness, the historic tradition of limiting direct military involvement in civilian law enforcement activities, and the requirements of applicable law.

II. PERIOD OF PERFORMANCE

The period of performance for this Agreement is **12 Months** from the date of execution.

III. ESTIMATED COST AND FUNDING

A. With respect to State/Local law enforcement agencies, NAVSURFWARCENDIV Crane shall be paid the estimated cost of use of the provided equipment prior to receipt of said equipment. The loan of any piece of equipment shall not exceed one (1) year.

B. The total estimated cost for loaning the equipment is: **\$3,900.00**

C. Amounts actually charged the Federal/State/Local law enforcement agency shall be the direct and indirect costs reasonably and necessarily incurred in the performance of the work in accordance with Chapter 1 of Volume 11A of the DOD Financial Management Regulation, DOD 7000.14-R (DoD FMR) and any applicable local instruction.

D. The Federal/State/Local law enforcement agency shall fund the Agreement prior to commencement of performance. If additional funding is required, NAVSURFWARCENDIV Crane will notify the Federal/State/Local law enforcement agency of the additional funding required. The Federal/State/Local law enforcement agency shall provide NAVSURFWARCENDIV Crane the additional funding upon receiving notification of the requirement for additional funding, or within such time as approved by NAVSURFWARCENDIV Crane. Failure of the Federal/State/Local law enforcement agency to provide funds, as required, will result in the discontinuance of performance. With respect to state and local agencies, upon conclusion of performance, NAVSURFWARCENDIV Crane will reconcile the State/Local law enforcement agency's account to determine actual charges. The NAVSURFWARCENDIV Crane will refund any balance due on the Agreement to the State/Local law enforcement agency. With respect to federal agencies, NAVSURFWARCENDIV Crane will reconcile the obligation status of the Federal law enforcement agency's funds as required by the DoD FMR and, if necessary, deobligate unused funds as required by the Economy Act (31 U.S.C. § 1535) and the DoD FMR. Nothing in this Agreement shall give the Federal/State/Local law enforcement agency the right to audit the books of NAVSURFWARCENDIV Crane.

D. [Federal agencies only] This Agreement does not document the obligation of funds between the Parties. Any obligation of funds will be accomplished using the appropriate funding document of the Federal law enforcement agency. The obligation of funds is subject to the availability of appropriated funds and shall be in accordance with the DoD FMR.

IV. METHOD OF PAYMENT

[State/Local agencies] Checks should be made payable to: "NAVSURFWARCENDIV Crane" and shall include Agreement number denoted in Block 2 of this agreement. [Federal agencies] Funds will be provided by Military Interdepartmental Purchase Request (MIPR) DD 448.

The signed agreement and check, if applicable, shall be forwarded together in one envelope to:

Commanding Officer
Naval Surface Warfare Center
300 HWY 361
Electro-Optic Technology Division, Bldg. 2044, Attn: D. Owens
Crane, IN 47522

V. PROVISION OF EQUIPMENT

NAVSURFWARCENDIV Crane Point of Contact under this agreement for equipment, either oral or by e-mail, shall be sent to:

Mr. Scott D. Arthur
812-854-6650
scott.arthur@navy.mil

Written requests should be addressed as follows:

Commanding Officer
Naval Surface Warfare Center
300 HWY 361
Electro-Optic Technology Division, Bldg. 2044, Attn: Scott Arthur
Crane, IN 47522

B. Upon approval of the request for the loan of equipment, an authorized official of NAVSURFWARCENDIV Crane shall execute a DD Form 1348-1A Issue/Receipt Document. The custodial document shall include the date of receipt, the name of the official signing out and returning the equipment, the office telephone number of the official, Agreement number, and equipment serial numbers.

C. Equipment provided under this agreement may be repaired/replaced by NAVSURFWARCENDIV Crane at its discretion, inclusive of assessment of any costs, during the term of the agreement if failure of operation is caused by other than normal use. Requests for same may be made to NAVSURFWARCENDIV Crane Point of Contact identified in paragraph A. above.

D. In replacement scenarios, all transactions will be documented in the DD Form 1348-1A Issue/Receipt Document indicating a serial number for serial number exchange. Consideration for exchanges of equipment that fails to perform during normal use is included in the agreement fee and is therefore not subject to additional costs. State/Local law enforcement agencies will not receive consideration or attention for any period of time during the agreement that equipment should fail or become inoperable. With respect to Federal agencies, the period of this Agreement will not be extended for any such period of time.

E. The receipt, transportation and return of all equipment is the sole responsibility of the requesting Federal/State/Local law enforcement agency who shall designate in writing a representative authorized to receive, transport equipment to and from NAVSURFWARCENDIV Crane, and return same. Equipment to be repaired/replaced will be delivered by said representative to NAVSURFWARCENDIV Crane.

F. The Federal/State/Local law enforcement agency shall make all reasonable attempts to protect the equipment from becoming damaged, lost or stolen. Federal/State/Local law enforcement agencies renewing a prior active Agreement, verify by signing this Agreement that all prior equipment provided is still accounted for and in their possession.

VI. RESOURCES PROVIDED BY GOVERNMENT

The resources to be provided are identified in Block 7 of this agreement. NAVSURFWARCENDIV Crane personnel will not be made available for the operation of any loaned equipment and shall not become directly involved in the law enforcement activities, such as interdiction of vehicles, search and seizures, arrests, apprehension, stop and frisk, or surveillance, or other activities proscribed by federal law and regulation, of any state/local law enforcement agency.

VII. CHANGES

Any changes to this Agreement must be mutually agreed upon in writing by the parties. No oral statements of any person whatsoever shall in any manner modify or otherwise affect the terms of this Agreement. LIEUTENANT ROBERT CARNATHAN on behalf of Federal/State/Local law enforcement agency and Mr. Roger A. Shaw, Crane Division, Naval Surface Warfare Center on behalf of NAVSURFWARCENDIV Crane are the only persons authorized to approve changes in any of the terms of this Agreement.

VIII. WARRANTIES/INDEMNIFICATION/HOLD HARMLESS

- A. [State/local agencies only] The State/Local law enforcement agency agrees, to the extent permitted under state laws of Mississippi, on behalf of itself and any successor in interest or assignees, to hold harmless and indemnify the Government against the following insofar as they may result from the performance and/or furnishing of equipment, facilities and/or training: claims *(including reasonable expense of litigation or settlement)* by third persons *(including employees of the State/local law enforcement agency)* for death, bodily injury *(including sickness or disease)* or loss of, damage to, or loss of use of property;
- B. [State/local agencies only] NAVSURFWARCENDIV Crane will not be liable for any damages whether direct or consequential. All equipment provided under this agreement shall be provided without any expressed or implied warranties;
- C. The Federal/State/Local law enforcement agency is responsible for lost, stolen or damaged equipment, the replacement value of which is determined by NAVSURFWARCENDIV Crane, and will reimburse NAVSURFWARCENDIV Crane for same;
- D. [State/local agencies only] Nothing in this agreement changes any terms or conditions of any existing contract the State/Local law enforcement agency may have with NAVSURFWARCENDIV Crane.

IX. CANCELLATION/SUSPENSION

- A. NAVSURFWARCENDIV Crane reserves the right to recall the loaned equipment, cancel or suspend all or part of its performance under this Agreement in the event that such performance is deemed to interfere, for any reason, with the performance of work/mission by NAVSURFWARCENDIV Crane. The right to cancel or suspend performance hereunder shall be in addition to the right reserved by NAVSURFWARCENDIV Crane to cancel or suspend performance under this Agreement for unusual and compelling circumstances when the national interest of the United States so requires or to protect public health or safety.
- B. Appreciating the consequences of such a decision, NAVSURFWARCENDIV Crane will attempt to mitigate any cancellation or suspension of this Agreement. However, NAVSURFWARCENDIV Crane cannot be held liable for any cost accruing to the State/Local law enforcement agency as a result of any cancellation or suspension.

X. TERMINATION BY STATE/LOCAL LAW ENFORCEMENT AGENCY

- A. The Federal/State/Local law enforcement agency may terminate this Agreement upon 14 Business days written notice to NAVSURFWARCENDIV Crane. If the Federal/State/Local law enforcement agency elects to cancel this Agreement, the Federal/State/Local law enforcement agency shall remain responsible for all costs incurred by the NAVSURFWARCENDIV Crane up to the date of receipt by NAVSURFWARCENDIV Crane of its termination notice and return of all equipment.
- B. [State/local agencies only] The rights and remedies of NAVSURFWARCENDIV Crane provided by this clause are in addition to any other rights and remedies provided by law or this Agreement.

XI. DISPUTES

Any dispute arising under the Agreement, which is not disposed of by agreement of the parties, shall be decided by NAVSURFWARCENDIV Crane Electro-Optics Technology Division Manager, who shall reduce the decision to writing and shall furnish a copy to the Federal/State/Local law enforcement agency. The decision shall be final unless, within 15 calendar days from the date of receipt of the decision, the Federal/State/Local law enforcement agency furnishes the NAVSURFWARCENDIV Crane Commanding Officer with a request for reconsideration. The reviewing official will review the record to determine whether the initial decision was reasonable. The Federal/State/Local law enforcement agency shall be afforded an opportunity to submit additional supporting documentation and rationale. The decision of the reviewing official shall be final.

XII. MISHAP INVESTIGATIONS

the event of any mishap resulting in the loss, damage or destruction to property and/or facilities used in the performance of this Agreement, the Federal/State/Local law enforcement agency agrees to provide technical support for any investigation to assess the cause. Both parties agree that the report will be held confidential to the degree allowed by applicable laws.

XIII. GOVERNING LAW

Irrespective of the place of performance or signing of this Agreement, this Agreement shall be governed by and interpreted only in accordance with Federal law and regulations.

XIV. ORDER OF PRECEDENCE

The rights and obligations of the parties to this Agreement shall be subject to and governed by these Agreement clauses and the other documents incorporated by reference. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order:

- Agreement provisions including clauses.
- Other documents incorporated by reference.

XV. SIGNATURES AND APPROVALS

ACCEPTANCE OF AGREEMENT on behalf of TUPELO POLICE DEPARTMENT

BY: A _____
Signature Date

LIEUTENANT ROBERT CARNATHAN
Type Name and Title

TUPELO POLICE DEPARTMENT
Name of Law Enforcement Agency

ACCEPTANCE OF AGREEMENT on behalf of NAVSURFWARCENDIV Crane

BY: C. I. Fravel Jr. _____
C. I. Fravel Jr.
By direction
NSWC Crane

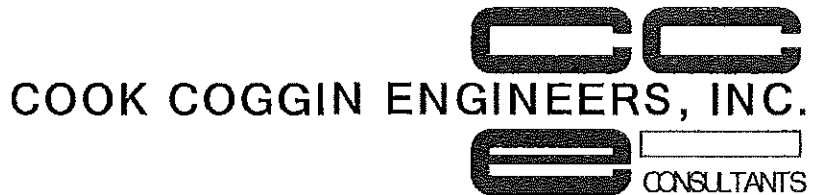
4/5/19
Date

XVI. ENTIRE AGREEMENT

This Agreement with all attachments constitutes the entire Agreement of the parties and no oral or other representations shall be binding.

Cce 3-09474-18P

April 26, 2019



Mr. Don Lewis
Chief Operations Officer
City of Tupelo
P.O. Box 1485
Tupelo, MS 38802

FAIRPARK PHASE 3C DETENTION POND / TUPELO, MISSISSIPPI

Attached is Change Order No. 1 for the captioned project for your review and approval.

The changes are being presented for the following reasons:

The following items were deleted:

Item 8: Temporary Silt Fence This item was not required as the construction of the pond created a siltation basin which prevented the silt from leaving the area.


Item 9: Wattles This item was not required as the construction of the pond created a siltation basin which prevented the silt from leaving the area.

Item 10: Stone Riprap Payment for this item was made based on actual weight tickets. An amount of 25 tons of material was allowed and the actual amount placed was 22.11 tons; therefore, 2.89 tons were not paid for.

Item 11: 45" x 73" Reinforced Concrete Arc Pipe During construction, the overflow structure was relocated nearer to the existing box culvert, which allowed the use of only 40 linear feet of pipe instead of the 60 linear feet which was on the plans.

The following amount was added:

During the excavation for the detention pond, quantities of old asphalt and concrete were encountered which altered the process by which the contractor planned to construct the pond. It was determined that an additional \$5,000.00 would be required to cover the cost for this additional work


Carrson Neal, PE, PLS
Project Engineer

Date Number Name Debit Credit

CHANGE ORDER

CCE #: 6-09474-18P CHANGE ORDER NO: 1
 OWNER: TUPELO REDEVELOPMENT AGENCY PROJECT: Fairpark Phase 3C / Detention Pond
 CITY OF TUPELO, MISSISSIPPI CONTRACTOR: Patton Construction, LLC

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

The following items are not required for the construction of this project.

Deduct the Following:

Item # 8: Temporary Silt Fence / 800 LinFt @ \$3.50 per LinFt = \$2,100.00
 Item # 9: Wattles / 60 LinFt @ \$7.50 per LinFt = \$450.00
 Item # 10: Stone Riprap (200#) / 2.89 Tons @ \$55.00 per Ton = \$158.95
 Item # 11: 45" x 73" Reinf. Conc. Arch Pipe / 20 LinFT @ \$270.00 per LinFT = \$5,400.00

Total Deduct = \$8,108.95

During the excavation of the on-site materials, pieces of asphalt and concrete were encountered which had to be excavated and removed from the site.

Add the Following:

Item #4: Site Earthwork / Add a lump sum of \$5,000.00 for additional excavation and hauling.

Total Addition = \$5,000.00

TOTAL DEDUCTION THIS CHANGE ORDER = \$3,108.95

Add an additional 55 days to the project for the extremely wet season.

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

Estimated Cost - Per Contract Dated: October 17, 2018

\$123,855.00

Previously Approved C.O.'s Add (Deduct):

PREVIOUS CONTRACT TOTAL: \$123,855.00

Estimated Amount - This C.O. Add (Deduct): (\$3,108.95)

CONTRACT TOTAL: \$120,746.05

DATE: 4-26-2019

For Cook Coggin Engineers, Inc.

APPROVED: 2019

For the Owner (Tupelo Redevelopment Agency / City of Tupelo, MS)

ACCEPTED: 4/30/19 2019

For Contractor (Patton Construction, LLC)

MEMO

TO: Mayor, City Council members

FROM: Pat Falkner

DATE: May 1, 2019

RE: Routine agenda item: Accept/reject nomination of residents to serve on Belledeer neighborhood design review committee

The Belledeer Neighborhood Association has submitted the names of five residents willing to serve on the design review committee for the neighborhood overlay district: Amy Blossom, Billy Kessler, Sally Kepple, Karen Alvarez, and Rud Robison. Ann Monaghan was nominated by Mayor Jason Shelton.

5-7-19
Page 6322

Council



To: Mayor Shelton and City Council

From: Mr. Chuck Williams

VIA: Don Lewis
Kim Hanna

Re: Bid approval

Date: April 30, 2019

Copy: Missy Shelton

Bid Openings: Reverse Auction Bid April 15, 2019

Bid Number: 2019-001PW

Attendance:

Missy Shelton	City Finance Department
Jason Rush	Public Works Department
Chuck Williams	Public Works Department
J Tucker	APAC
	WG Construction

2019-001PW Hot Mix Bid: Two bidders responded. We recommend that APAC- Mississippi, Inc. to be awarded this bid for Hot Bituminous Pavement Surface Mix - Pick Up with reclaimed asphalt material and Hot Bituminous Pavement Binder Mix - Pick Up and Delivered for a twelve (12) month period. We request that WG Construction be the alternate bidder as appropriately needed.

PW Tabulations:

Vendor	APAC - MS	WG Const
Up to 6,000 tons		
Hot Bituminous Pavement Surface Mix with reclaimed asphalt material - Pick Up	\$63.80/ton	\$71.90/ton
Hot Bituminous Pavement Surface Mix with reclaimed asphalt material - Delivered	NO BID	NO BID
Up to 2,000 tons		
Hot Bituminous Pavement Binder Mix - Pick up	\$63.80/ton	\$71.90/ton
Hot Bituminous Pavement Binder Mix - Delivered	\$72.00/ton	NO BID

**2019-001PW HOT BITUMINOUS
PAVEMENT SURFACE AND BINDER MIS**

- View Listing
- View Visitors
- Downloads Report

Expired

Expired

11
Bids

Reverse Auction Period Closed



[Show Attachments](#)
[Show Solicitations](#)
[Show Reverse Auction Bids](#)
[Show Nigp Users Notifications](#)
[Approve Solicitations](#)

Reverse Auction Bid History

Item for Bid	Username	First, Last Name	Company Name	Final Bid Amount	Bid Submittal	Bid Report
HOT BITUMINOUS PAVEMENT <i>SURFACE mix - Pickup</i>	APACMississippi	Mike Tucker	APAC-Mississippi, Inc.	\$63.80	2019-04-15 10:14:59	Click Here
HOT BITUMINOUS PAVEMENT <i>SURFACE mix - Delivered</i>	---	*NO BID	---	---	---	---
HOT BITUMINOUS PAVEMENT <i>BINDER mix - Pickup</i>	APACMississippi	Mike Tucker	APAC-Mississippi, Inc.	\$63.80	2019-04-15 10:45:00	Click Here
HOT BITUMINOUS PAVEMENT... <i>BINDER mix - Delivered</i>	APACMississippi	Mike Tucker	APAC-Mississippi, Inc.	\$72.00	2019-04-15 10:59:58	Click Here

APPENDIX R

Title 2019-001PW HOT BITUMINOUS PAVEMENT SURFACE AND BINDER MIS
Agency: City of Tupelo

Item 1: HOT BITUMINOUS PAVEMENT SURFACE MIX - PICKUP
Bid ID Username

29657 APACMississippi
29656 APACMississippi
29655 APACMississippi
29654 WGConstCo
29653 APACMississippi

Company Name	Email	Bid Amount	Bid Submittal
APAC-Mississippi, Inc.	jmtucker@apac.com	\$63.80	2019-04-15 10:14:59
APAC-Mississippi, Inc.	jmtucker@apac.com	\$68.50	2019-04-15 10:12:59
APAC-Mississippi, Inc.	jmtucker@apac.com	\$71.80	2019-04-15 10:05:36
WG Construction	wgconst@gmail.com	\$71.90	2019-04-15 10:04:54
APAC-Mississippi, Inc.	jmtucker@apac.com	\$72.00	2019-04-15 10:02:54

Title 2019-001PW HOT BITUMINOUS PAVEMENT SURFACE AND BINDER MIS
Agency: City of Tupelo

Item 3: HOT BITUMINOUS PAVEMENT BINDER MIX - PICKUP

Bid ID	Username	Company Name	Email	Bid Amount	Bid Submittal
29662	APACMississippi	APAC-Mississippi, Inc.	jmtucker@apac.com	\$63.80	2019-04-15 10:45:00
29659	WGConstCo	WG Construction	wgconst@gmail.com	\$71.90	2019-04-15 10:30:47
29658	APACMississippi	APAC-Mississippi, Inc.	jmtucker@apac.com	\$72.00	2019-04-15 10:30:02

Title 2019-001PW HOT BITUMINOUS PAVEMENT SURFACE AND BINDER MIS
Agency: City of Tupelo

Item 4: HOT BITUMINOUS PAVEMENT BINDER MIX - DELIVERED
Bid ID Username
 29664 APACMississippi

Company Name Email
APAC-Mississippi, Inc. jmtucker@apac.com

Bid Amount Bid Submittal
\$72.00 2019-04-15 10:59:58

FORM A

**Submission Cover Letter
For
Un-priced Technical Proposal**

**CONCRETE MIX
Bid # 2019-001PW**

The undersigned proposes to provide a Supply of Hot Mix as per the specifications provided by the City of Tupelo and the subsequent proposal from the bidder named below.

If the City of Tupelo invites APAC-Mississippi, Inc. (company name) to submit priced bids in response to this submission, we intend to participate by (check one):

☒ Online Electronic Bid or Reverse Auction, pending receipt of required id and password from Central Bidding.

Contact information for any questions regarding this submission:

APAC- Mississippi, Inc.

_____(company name) understands that we only have one opportunity to submit an un-priced technical proposal. We affirm that we have read and understood this request for un-priced technical proposals and understand that Phase Two must be completed before the project is awarded. We understand that any missing information or documents required by the BID may be cause for rejection of the proposal.

We acknowledge that the City of Tupelo has the sole discretion and authority to determine whether our proposed commodity meets the specifications issued and also if it will meet the requirements and needs of the City of Tupelo Public Works Department in performing their assigned daily tasks. We understand that the City of Tupelo may or may not invite our participation in Phase Two (REVERSE AUCTION-Priced Bids) of this procurement.

If we are invited by the City of Tupelo to participate in Phase Two (REVERSE AUCTION-Priced Bids) of this procurement, the invitation should be directed to:

Printed Name: Adam Wagers Title: Estimator

Signature: [Signature] Date: April 8th, 2019

Company Name: APAC- Mississippi, Inc.

Email: AWagers @ APAC.com.

FORM B**Proposal Form****CONCRETE MIX
Bid # 2019-001PW**

The undersigned proposes to furnish Twelve (12) months of Hot Mix supply on an as needed basis, which meets the specifications provided. The undersigned certifies that the minimum specifications, terms and conditions contained in this BID have been considered and understood. By submitting a proposal, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

PRODUCTS	YES OR NO
Hot Bituminous Pavement Surface Mix - Pickup	Yes
Hot Bituminous Pavement Surface Mix - Delivered	Yes
Hot Bituminous Pavement Binder Mix - Pickup	Yes
Hot Bituminous Pavement Binder Mix - Delivered	Yes

Signed:  Printed: Adam Wyers Title: Estimator

Company: APAC - Mississippi, Inc.

Address: 101 Riverview Drive Richland MS 39218

Phone: 662-348-2214 Fax: 662-348-5486 Email: AWyers@APAC.com


Please mark yes or no.....REQUIRED

Yes _____ No X

I will require technical assistance during the reverse auction

process for the submission of my bid. This will require me to be at the Tupelo City Hall, Purchasing

Department, no less than 30 minutes prior to the beginning of the reverse auction process.

Approved 

Disapproved: _____



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 04/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty Mutual Insurance Co. National Insurance East
 2000 Westwood Dr.
 Wausau, WI 54401

CONTACT NAME: Valerie Reece
 PHONE (A/C, No, Ext): 513-867-3822 FAX (A/C, No):
 E-MAIL ADDRESS: CMeCertProduction@libertymutual.com

www.LibertyMutual.com

INSURED APAC-Mississippi, Inc.
 P.O. Box 24508
 Jackson, MS 39225

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Mutual Fire Insurance Company	23035
INSURER B: Liberty Insurance Corporation	42404
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 43786438

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD: WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	TB2-C81-004095-118 XCU Coverage Included	9/1/2018	9/1/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTIONS	<input checked="" type="checkbox"/>	AS2-C81-004095-128 AS2-C81-054502-528 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WA7-C8D-004095-028 All except OH, ND, WA, WY WC7-C81-004095-018 WI, MN	9/1/2018	9/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Ref: Roadway Mill & Overlay Program 2019 Annual Bid - Tupelo, MS

City of Tupelo is an Additional Insured (on-going & completed Operations) as required by contract on a Primary and Non-Contributory basis for General and Auto Liability.

Waiver of Subrogation is included on all policies where allowed by law. Thirty Day Notice of Cancellation to Third Party is included.

CERTIFICATE HOLDER

City of Tupelo
 71 E. Troy Street
 Tupelo, MS 38804

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Valerie Reece

Valerie P. Reece

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That APAC - Mississippi, Inc.
(Name of Contractor)

101 Riverview Drive, Richland, MS 39218

(Address of Contractor)

is Corporation hereinafter called "Principal", and
(Corporation, Partnership or Individual)

Federal Insurance Company hereinafter called "Surety",
(Name of Surety)

are held and firmly bound unto the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called
"OWNER" in the penal sum of Two Million Six Hundred Sixty Nine Thousand

Five Hundred and 00/100 Dollars (\$ 2,669,500.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain Contract with the OWNER, dated the _____ day of _____, 2019, a copy of
which is hereto attached and made a part hereof for the construction of:

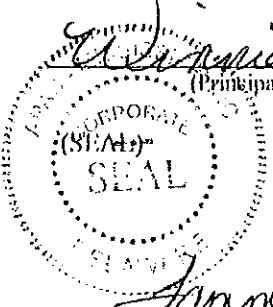
Roadway Mill & Overlay Improvements – 2019 Annual Bid

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said Contract during the Original
term thereof, and any extensions thereof which may be granted by the OWNER, with or without
notice to the Surety and during the one year guaranty period and if he shall satisfy all claims and
demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER
from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse
and repay the OWNER of all of outlay and expense which the OWNER may incur in making good
any default, then this obligation shall be void; otherwise to remain in full force and effect.
PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and sees that no
change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be
performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its
obligation on this BOND, and it does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of this Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each of which shall be deemed an original, this the _____ day of _____, 2019.

ATTEST:


Ellis
(Principal) Secretary
Sammy L. Corn
Witness us to Principal

APAC - Mississippi, Inc.

(Principal)

By

[Signature]

101 Riverview Drive

(Address)

Richland, MS 39218

101 Riverview Drive

(Address)

Richland, MS 39218

ATTEST:

(SEAL)

[Signature]
Witness us to Surety Lisa Hall
15 W. South Temple, Suite 700
(Address)

Federal Insurance Company

(Surety)

By

Tina Davis Attorney-in-Fact

15 W. South Temple, Suite 700

(Address)

Salt Lake City, UT 84101

Salt Lake City, UT 84101

NOTE:

Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT:

Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

END OF SECTION

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That APAC - Mississippi, Inc.
(Name of Contractor)

101 Riverview Drive, Richland, MS 39218
(Address of Contractor)

is Corporation hereinafter called "Principal", and
(Corporation, Partnership, Limited Liability Company, or Individual)

Federal Insurance Company hereinafter called "Surety",
(Name of Surety)

are held and firmly bound unto the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called
"OWNER" in the penal sum of Two Million Six Hundred Sixty Nine Thousand

Five Hundred and 00/100 Dollars (\$ 2,669,500.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain Contract with the OWNER, dated the _____ day of _____, 2019, a copy of
which is hereto attached and made a part hereof for the construction of:

Roadway Mill & Overlay Improvements – 2019 Annual Bid

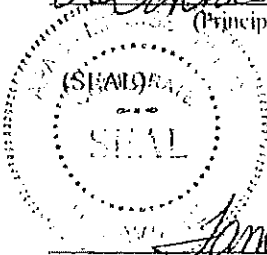
NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the
prosecution of the WORK provided for in such Contract, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and
coke, repairs on machinery, equipment and tools, consumed or used in connection with the
construction of such WORK, and all insurance premiums on said WORK, and for all labor,
performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall
be void; otherwise to remain in full force and effect. PROVIDED, FURTHER, that the said Surety
for value received hereby stipulates and sees that no change, extension of time, alteration or addition
to the terms of the Contract or to the WORK to be performed hereunder or the SPECIFICATIONS
accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby
waive notice of any such change, extension of time, alteration or addition to the terms of this
Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each of which shall be deemed an original, this the _____ day of _____, 2019.

ATTEST:

Winnie Ellis
(Principal) Secretary



Jimmy D. Coza
Witness as to Principal

APAC - Mississippi, Inc

(Principal)

By

Jerry D. Hall

101 Riverview Drive

(Address)

Richland, MS 39218

101 Riverview Drive

(Address)

Richland, MS 39218

ATTEST:

(SEAL)

Lisa Hall
Witness as to Surety

Lisa Hall

15 W. South Temple, Suite 700

(Address)

Salt Lake City UT 84101

Federal Insurance Company

(Surety)

By

Tina Davis Attorney-in-Fact

15 W. South Temple, Suite 700

(Address)

Salt Lake City, UT 84101

NOTE:

Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT:

Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

END OF SECTION

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Tina Davis, Lisa Hall, Linda Lee Nipper and Lindsey Plattner of Salt Lake City, Utah:

each as their true and lawful Attorney in Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bill bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 20th day of August, 2018.

Dawn M. Chlores

Dawn M. Chlores, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

On this 20th day of August, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chlores, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chlores, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2310566
Commission Expires July 16, 2019

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognitions, contracts and other written commitments of the Company entered into in the ordinary course of business (a "Written Commitment").

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be in general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be in general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chlores, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that:

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



Dawn M. Chlores

Dawn M. Chlores, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS DOCUMENT OR ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone: 801.968.1993 Fax: 801.968.5656 e-mail: staff@schubert.com

FORM A

**Submission Cover Letter
For
Un-priced Technical Proposal**

**CONCRETE MIX
Bid # 2019-001PW**

The undersigned proposes to provide a Supply of Hot Mix as per the specifications provided by the City of Tupelo and the subsequent proposal from the bidder named below.

If the City of Tupelo Invites WG Construction Co. Inc. (company name) to submit priced bids in response to this submission, we intend to participate by (check one):

☒ Online Electronic Bid or Reverse Auction, pending receipt of required id and password from Central Bidding.

Contact information for any questions regarding this submission:

WG Construction Co. Inc. (company name) understands that we only have one opportunity to submit an un-priced technical proposal. We affirm that we have read and understood this request for un-priced technical proposals and understand that Phase Two must be completed before the project is awarded. We understand that any missing information or documents required by the BID may be cause for rejection of the proposal.

We acknowledge that the City of Tupelo has the sole discretion and authority to determine whether our proposed commodity meets the specifications issued and also if it will meet the requirements and needs of the City of Tupelo Public Works Department in performing their assigned daily tasks. We understand that the City of Tupelo may or may not invite our participation in Phase Two (REVERSE AUCTION-Priced Bids) of this procurement.

If we are invited by the City of Tupelo to participate in Phase Two (REVERSE AUCTION-Priced Bids) of this procurement, the invitation should be directed to:

Printed Name: Michael Gowdy Title: Vice-President

Signature: Michael Gowdy Date: 4-5-19

Company Name: WG Construction Co. Inc.

Email: wgoffice98@gmail.com

FORM B**Proposal Form****CONCRETE MIX
Bid # 2019-001PW**

The undersigned proposes to furnish Twelve (12) months of Hot Mix supply on an as needed basis, which meets the specifications provided. The undersigned certifies that the minimum specifications, terms and conditions contained in this BID have been considered and understood. By submitting a proposal, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

PRODUCTS	YES OR NO
Hot Bituminous Pavement Surface Mix - Pickup	Yes
Hot Bituminous Pavement Surface Mix - Delivered	no
Hot Bituminous Pavement Binder Mix - Pickup	Yes
Hot Bituminous Pavement Binder Mix - Delivered	no

Signed: Michael Gowdy Printed: Michael Gowdy Title: Vice President
 Company: WG Construction Co. Inc.
 Address: 12051 Hwy 4 East Ripley, MS 38663
 Phone: 662-837-8811 Fax: 662-837-8240 Email: wgoffice98@gmail.com

Please mark yes or no.....REQUIRED

Yes _____ No ✓

I will require technical assistance during the reverse auction

process for the submission of my bid. This will require me to be at the Tupelo City Hall, Purchasing

Department, no less than 30 minutes prior to the beginning of the reverse auction process.

Approved ✓ (M)
 Disapproved _____



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

May 1, 2019

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

RE: Water Pollution Control Revolving Loan Fund Agreement
Loan Number: SRF-C280885-07-1

Dear Mayor Shelton and Council Members:

I respectfully request your approval of the attached SRF amended loan agreement which reflects the as-bid construction cost, final amounts for professional services contracts and a construction contingency. This amendment results in a decrease of \$675,122 and a current WPCRLF loan amount of \$2,524,878.

This loan is for the rehab of five (5) sewer lift stations:

- Wondura LS
- Rollingwood LS
- West Garrison LS
- Deer Park LS
- Southwest PS

If you have any questions or need further information, please call upon me.

Yours very truly,

TUPELO WATER & LIGHT DEPARTMENT


Johnny N. Timmons
Manager

APPENDIX T

LOAN NUMBER: SRFC280885-07-1

**AMENDED
WATER POLLUTION CONTROL
REVOLVING LOAN FUND LOAN AGREEMENT**

THIS AGREEMENT is executed by the STATE OF MISSISSIPPI COMMISSION ON ENVIRONMENTAL QUALITY (Commission) acting through the DEPARTMENT OF ENVIRONMENTAL QUALITY (Department) and the CITY OF TUPELO, existing as a local government or agency (Loan Recipient) under the laws of the State of Mississippi.

WITNESSETH:

WHEREAS, pursuant to Sections 49-17-81, et seq. Mississippi Code Annotated (1972), the Department is authorized to make loans to certain local government agencies to finance the construction of eligible pollution control projects; and

WHEREAS, the Loan Recipient has submitted a facilities plan and has made application for the financing of the Project, and the Department has determined that, based upon these submittals, such Project appears to meet all requirements for a loan;

NOW, THEREFORE, in consideration of the Department loaning money to the Loan Recipient, in the principal amount and the covenants hereinafter set forth, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS. Words and terms used herein shall have the meanings set forth in the Water Pollution Control Revolving Loan Fund Regulations and as set forth below:

- (1) "Agreement" or "Loan Agreement" shall mean this Agreement, as amended.
- (2) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement.
- (3) "Loan Repayment" shall mean the monthly payment due from the Loan Recipient to the Department, comprised of principal and interest.

(6) The Loan Recipient has, or will have prior to advertisement of the project for bids, a procurement protest procedure in accordance with Appendix I of the WPCRLF Regulations for dealing with third parties and shall independently resolve any bid protest or other dispute between the Loan Recipient and a third party.

(7) The financial information delivered by the Loan Recipient to the Department is current and correct. The Loan Recipient shall provide the Department with additional financial information via the audits required by Section 49-17-87 of the Mississippi Code and other notification of changing conditions relating to the Loan Recipient's ability to repay this Loan.

(8) The Loan Recipient agrees to design, acquire land and easements, and construct the Project in accordance with the Project schedule, delays incident to strikes, riots or acts of God beyond the reasonable control of the Loan Recipient excepted.

(9) The Loan Recipient covenants that this Agreement is entered into for the purpose of borrowing moneys to design, acquire land and easements, construct, and place in operation the Project which will in all events serve a public purpose. The Loan Recipient covenants that it will, under all conditions, complete and place the Project in operation to the end that the public need will be met.

(10) The Loan Recipient must accept flows from any community or area designated in the approved facilities plan to be served by the system funded by the WPCRLF loan, generally without regard to any condition other than user charges developed on an equitable cost basis and the terms of the interlocal agreements required by the WPCRLF Regulations.

2.02. COMPLIANCE WITH STATE STATUTES AND REGULATIONS. The Loan Recipient agrees to comply with all applicable state statutes and regulations including, but not limited to, the WPCRLF Regulations. The WPCRLF Regulations are attached hereto and made a part hereof for all purposes.

2.03. PROHIBITION AGAINST ENCUMBRANCES. The Loan Recipient is prohibited from selling, leasing or disposing of any part of the Project which would materially reduce its operational integrity unless the written consent of the Department is first secured. The Loan Recipient is also prohibited from selling, leasing or transferring ownership of all or a substantial portion of the Project to another entity unless the written consent of the Department is first secured.

2.04. LOCAL FUNDS. In addition to the proceeds of this Loan, the Loan Recipient covenants that it has obtained, or will obtain sufficient moneys from other sources to complete and place the Project in operation. Should the Department not award additional loan funds, this shall not constitute a waiver of the Loan Recipient's covenants to complete and place the Project in operation.

(5) Any proceeding instituted, with the acquiescence of the Loan Recipient, for the purpose of effecting a compromise between the Loan Recipient and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Revenues of the Project.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Loan Recipient under federal or state bankruptcy or insolvency laws now or hereafter in effect and, if instituted against the Loan Recipient, is not dismissed within sixty (60) days after filing.

(7) Failure to give timely notice of default as required below when such failure shall continue for a period of thirty (30) days.

4.02. NOTICE OF DEFAULT. The Loan Recipient shall give the Department immediate written notice of an event of default.

4.03. REMEDIES. Upon any event of default and subject to the rights of bondholders with prior liens, the Department may enforce its rights by utilizing one or more of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish and collect fees and charges for use of the Project and to require the Loan Recipient to fulfill this Agreement.

(2) By action or suit in equity, require the Loan Recipient to account for all moneys received from the Department or from the ownership of the Project and to account for the receipt, use, application or disposition of the Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Project, establish and collect fees and charges, and apply the Revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Commissioner of the Mississippi Department of Revenue delinquency on loan repayments, the Department may intercept the delinquent amount, plus ten (10) percent annual penalty interest on the amount due to the Department, from any unobligated funds due to the Loan Recipient under any revenue or tax sharing fund established by the State. Penalty interest shall accrue on any amount due and payable beginning on the thirtieth (30th) day following the date upon which payment is due. The penalty interest shall be compounded monthly.

(6) By notifying financial market credit rating agencies.

supplement, modification or amendment of any term, provision or condition of this Agreement shall be (1) in writing and signed by both parties, and (2) consistent with applicable statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency.

5.05. SEVERABILITY CLAUSE. If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

5.06. CONFLICTS CLAUSE. In the event that any provision of this Agreement conflicts with the WPCRLF Regulations, the Regulations will govern unless this Agreement specifically provides otherwise.

5.07. EXECUTION OF AGREEMENT. This Agreement becomes effective upon execution by the Department and the Loan Recipient. This Agreement will not be altered by the Loan Recipient after execution by the Department.

5.08. BONDS AND INSURANCE REQUIRED. The Loan Recipient shall require contractors to provide performance and payment bonds for the full amount of the contracts. Insurance against all risks during the period of construction shall be provided. Builder's risk or similar types of insurance in the amount of the full replacement cost of the Project shall be provided to the extent that such insurance is obtainable from time to time against any one or more of such risks.

The Loan Recipient shall cause insurance to be obtained and maintained against such risks as is customary during construction. Insurance requirements include workers' compensation, comprehensive general liability, contractors' indemnification obligations, vehicle liability, flood and property insurance. The Department reserves the right to require business interruption insurance when the Project includes revenue producing facilities and when such revenue produced therefrom is to be used for repayment of the loan. Any such requirement shall be included in the Project Specific Loan Conditions. The proceeds of insurance policies received as a result of damage to, or destruction of, facilities or structures shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Loan Recipient shall provide such restoration or replacement of the damaged portions of the facilities. Such restoration or replacement shall be promptly completed.

The Loan Recipient shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, to be insured by an insurance company or companies licensed to do business in the State of Mississippi against such risks as are customary in connection with the operation of facilities of like size, type and location in customary amounts to the extent such insurance is obtainable from time to time against any one or more of such risks. Such insurance shall be maintained at least until such time as the loan amount has been completely repaid.

date as established in the initial loan agreement in accordance with WPCRLF Regulation Rule 7.3.I (1). Interest accrued prior to initiation of the repayment process will be added to the final allowable project costs to determine the principal amount to be repaid by the Loan Recipient.

7.04. REPAYMENT SCHEDULE. The Loan Recipient hereby authorizes the Mississippi Department of Revenue to withhold \$12,608.08 monthly from the amount of sales tax reimbursement it is to remit to said Loan Recipient under Section 27-65-75, Mississippi Code of 1972, as amended, for repayment of the loan amount as specified in Article 7.01. of this Agreement for a period of 237 months, to begin May 2020, subject to amendment in accordance with the WPCRLF Regulations. The monthly repayments to be made by the Mississippi Department of Revenue to the State Water Pollution Control Revolving Fund from the Loan Recipient for the repayment of the loan amount as specified in Article 7.01. of this Agreement made to said Loan Recipient are hereby determined to be \$12,608.08 for a period of 237 months, to begin June 2020, with the exception of that portion of the repayments specified in Article 7.05. below as the administrative fee. The Mississippi Department of Revenue will deposit the administrative fee portion of the loan repayments into State Treasury Fund #3588 until such time that the administrative fee is collected in full. This repayment schedule is subject to amendment in accordance with the WPCRLF Regulations.

7.05. ADMINISTRATIVE FEE. An administrative fee of \$126,243.90, which is five percent (5%) of the final loan principal amount, will be collected from the loan repayment amounts described in Article 7.04. to defray the costs of administering the fund. Beginning with the initiation of the repayment process and until such time that the total administrative fee is collected, the interest portion of each repayment will not be charged, and in lieu of the interest portion, an equal amount of the repayment will be collected as the administrative fee.

7.06. BIDS IN EXCESS OF BUDGET AMOUNTS. Should the bids for construction, equipment and supplies, and testing for this project exceed the budget amounts for these items plus construction contingency, the Department may terminate this loan agreement in accordance with the procedures described in Article 4.03(10).

7.07. AVAILABILITY OF FUNDS. The Loan Recipient understands and agrees that this loan award is based upon anticipated federal, state match, and other funds being made available to the Department. The Loan Recipient agrees that should such anticipated funds not be made available to the Department, the Department may delay payments to the Loan Recipient, may terminate the loan agreement, and/or may recover any previous payments made to the Loan Recipient. The Loan Recipient releases the Department from all liability for any claims or damages related to such actions and further agrees not to take any legal or other actions against the Department in regard to such claims, damages, or actions by the Department.

7.08. PROHIBITION OF DUPLICATE FUNDING. The Loan Recipient hereby agrees that all costs requested for reimbursement from the State Revolving Fund have not been, and will not be, also requested or received from other State or Federal agency funding sources.

the project and submit proof of such funds, and submit any other required permits or clearances (**Submitted September 24, 2018**);

- d. By September 25, 2018, advertise each construction contract for bids (**Advertised September 27, 2018**);
- e. By November 9, 2018, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids (**Received October 30, 2018**);
- f. By November 23, 2018, but no later than 14 days after receipt of bids on each construction contract, submit the completed MBE/WBE documentation (**Submitted November 8, 2018**);
- g. By November 30, 2018, but no later than 21 days after receipt of bids on each construction contract, submit the bid package, a loan amendment request, and all necessary executed professional services contracts (**Submitted December 5, 2018**);
- h. By January 8, 2019, but no later than 60 days after receipt of bids on each construction contract, execute and submit construction contract documents and issue and submit a copy of the notice to proceed (**Submitted February 20, 2019**);
- i. By November 15, 2019 (90% of construction contract time), enact the approved user charge system and ordinance and submit proof of enactment;
- j. By November 15, 2019 (90% of construction contract time), develop and implement a Fiscal Sustainability Plan (FSP) and submit the required FSP certification;
- k. By December 15, 2019 (date may change due to approved change orders), but no later than the contract completion date on each construction contract, complete construction;
- l. By December 25, 2019, but no later than 10 days after completion on each construction contract, notify the Department of construction completion;
- m. By January 14, 2020, but no later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying Department's final construction observation;
- n. By January 14, 2020, but no later than 30 days after the contract completion date on each construction contract, the Department will perform a final construction observation;

10.02. SUPPLEMENTAL FY-2017 PROJECT SPECIFIC LOAN CONDITIONS. The following Project Specific Loan Conditions are included pursuant to WPCRLF Program changes which resulted from the federal Water Resources Reform and Development Act of 2014, P.L. 113-121 (WRRDA), and/or from the exhaustion of the banked equivalency/cross-cutter compliance utilized by the WPCRLF Program since FY-2001:

(1) **Additional “Cross-cutting” Federal Authorities.** The Loan Recipient understands and agrees that this project must comply, as applicable, with the additional “cross-cutting” federal authorities, as outlined in Part 2, Sections III.A, B, C, I and J of the “Water Pollution Control Revolving Loan Fund Program Final FY-2017 Intended Use Plan.” This condition supersedes and constitutes a variance to WPCRLF Regulation Rule 7.1.B.

(2) **Environmental Review [WRRDA Section 5002(1)].** The Loan Recipient understands and agrees that this project must comply with 40CFR35.3140(b) {Tier 1 “NEPA-like” review}, as outlined in Part 2, Section III.D of the “Water Pollution Control Revolving Loan Fund Program Final FY-2017 Intended Use Plan.” This condition supersedes and constitutes a variance to WPCRLF Regulations Appendix B.

(3) **Fiscal Sustainability Plan [WRRDA Section 5003(2)].** The Loan Recipient shall develop and implement a Fiscal Sustainability Plan (FSP), as outlined in Part 2, Section III.E of the “Water Pollution Control Revolving Loan Fund Program Final FY-2017 Intended Use Plan,” and shall certify that the required FSP has been developed and implemented by the date established in the Loan Schedule [Article X, Section 10.01(1)], which represents 90% of construction completion.

(4) **Generally Accepted Accounting Principles (GAAP) [WRRDA Section 5002].** The Loan Recipient shall maintain project accounts according to Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards relating to the reporting of infrastructure assets. The most recent applicable standard is GASB Statement No. 34 (GASB 34), issued in June 1999.

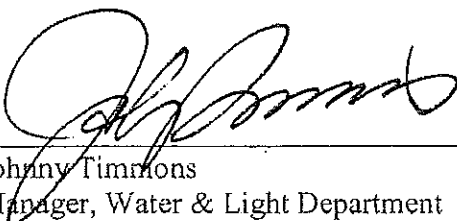
(5) **Uniform Relocation Assistance and Real Property Acquisition Policies Act [Cross-Cutter].** As outlined in Part 2, Section III.H of the “Water Pollution Control Revolving Loan Fund Program Final FY-2017 Intended Use Plan,” the Loan Recipient shall comply with the federal “Uniform Act” in the acquisition of all land/easements/right-of-way required for the project. This condition supersedes and constitutes a variance to WPCRLF Regulations Appendix J, Item M.

(6) **Davis Bacon Prevailing Wage Rates [WRRDA Section 5002].** The Loan Recipient shall comply with all applicable Davis Bacon (DB) requirements, as referenced in Section 513 of the Federal Water Pollution Control Act (33 U.S.C. 1372).

(7) **American Iron and Steel [WRRDA Section 5004].** The Loan Recipient shall comply with all applicable American Iron and Steel (AIS) requirements, as outlined in Section 608 of the Federal Water Pollution Control Act (33 U.S.C. 1388).


IN WITNESS WHEREOF, the Commission has caused this Agreement to be executed on its behalf by the Executive Director of the Department and the Loan Recipient has caused this Agreement to be executed on its behalf by its Authorized Representative. It is agreed that this Agreement No. SRF-C280885-07-1 supersedes and replaces the previous Agreement No. SRF-C280885-07-0.

CITY OF TUPELO

By: 
Johnny Timmons
Manager, Water & Light Department

(Date)

**STATE OF MISSISSIPPI
DEPARTMENT OF ENVIRONMENTAL
QUALITY**

By: 
Gary C. Rikard
Executive Director

March 26, 2019
(Date)

**STATE OF MISSISSIPPI
DEPARTMENT OF REVENUE**

Commissioner

(Date)



J. M. Duncan, Inc.

700 Terry Street
P.O. Box 1355
Ripley, MS 38663

Office: 662-882-3231
Fax: 662-993-8579

Project: #1527 DS Coley Road Intersection Improvements
At McCullough Blvd

Date: 5/1/19

Re: Additional Pricing for New Concrete Curb & Gutter, New Concrete Flume,
Extension of 15" RCP, Remove & Reset 15" FES, and New Pipe Bollards

Work involved includes:

Additional Curb & Gutter along the exterior edge of pavement in the new right turn lane.
New Concrete Flume off of the new curb & gutter.
Extend 15" RCP and Remove & Reset 15" FES.
Install 4 new Pipe Bollards in the Concrete Island.

We propose the following pricing for the additional work described above:

Note	Ref. No.	Pay Item No.	Item	Unit	Quantity	Unit Price	Extension
*	23	COT-23	15" Reinforced Concrete Pipe, CL III	16	LF	\$ 65.00	\$ 1,040.00
*	25	COT-25	Combination Curb & Gutter, Type 2, Modified	190	LF	\$ 30.00	\$ 5,700.00
***			Concrete Flume, Per Plans	1	EA	\$ 5,000.00	\$ 5,000.00
**			Pipe Bollards	4	EA	\$ 750.00	\$ 3,000.00
***			Remove and Reset 15" Reinforced Concrete End Section	1	EA	\$ 1,000.00	\$ 1,000.00
							\$ 15,740.00

- * Contract Unit Prices
- ** Installing Bollards and Placing Concrete
- ** City to Provide Pipe Bollard Material, Excavation of Holes, Painting of Bollards
- *** New Unit Pricing


J.M. Duncan, Inc.

entity for economic damages or for incidental, consequential or punitive damages, including without limitation, damages for lost profits or business interruption, unless authorized by law.

8. SUCCESSORS AND ASSIGNS.

Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the express written consent of the other party.

IN WITNESS WHEREOF, the Owner and Operator have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

SELLER:

CITY OF TUPELO, MISSISSIPPI

By:

Jason Shelton, Mayor

PURCHASER:

NORTHEAST MISSISSIPPI REGIONAL
WATER SUPPLY DISTRICT

By:

Bob Baughn, Chairman, Board of
Commissioners

CC 5-7-19

entity for economic damages or for incidental, consequential or punitive damages, including without limitation, damages for lost profits or business interruption, unless authorized by law.

8. SUCCESSORS AND ASSIGNS.

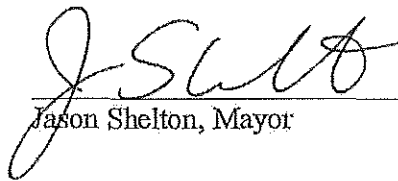
Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the express written consent of the other party.

IN WITNESS WHEREOF, the Owner and Operator have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

SELLER:

CITY OF TUPELO, MISSISSIPPI

By:


Jason Shelton, Mayor

PURCHASER:

NORTHEAST MISSISSIPPI REGIONAL
WATER SUPPLY DISTRICT

By:

Bob Baughn, Chairman, Board of
Commissioners

5-7-19

7.16

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City of Tupelo

Jason L. Shelton

Mayor

Memorandum

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

To: City Council

From: Kim Hanna *(Signature)*

Date: May 2, 2019

Re: Surplus Property

I am requesting permission from City Council to surplus the building and property for demolition at 2400 South Gloster Street formally known as Tupelo Lee Human Society. This action is to fulfill an obligation of a legal settlement to the adjacent property owners.

Thank you for your attention in this matter.

RESOLUTION APPROVING PURCHASE AGREEMENT WITH BELLERIVE PROPERTIES, LLC FOR 545 COMMERCE (THE MITCHELL BUILDING) IN SUBSTANTIALLY SAME FORM AS ATTACHED; AUTHORIZING MAYOR AND CITY CLERK TO ENTER INTO PURCHASE AGREEMENT WITH SUCH CHANGES, INSERTIONS AND OMISSIONS AS MAY BE APPROVED BY THE MAYOR OR THE CITY CLERK SUBJECT TO RATIFICATION BY CITY COUNCIL

WHEREAS, the governing authorities of the City of Tupelo are empowered to act with respect to the care, management and control of municipal affairs and its properties pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972), as amended, including the authority to purchase real property on such terms as it may elect that are consistent with statutory authority and

WHEREAS, Pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972), as amended, allows the municipality to purchase such real property as determined by the city to be useful for economic growth and development; and

WHEREAS, , the City of Tupelo finds the purchase of property located at 545 Carnation Street from its existing owner within six months to be in the best interest of the economic development and economic interests of the city, i.e. the furtherance of the relocation and expansion of Hyperion Technology Group, Inc.; and

WHEREAS, an appraisal of the real property located at 545 Commerce Street, also known as the old Mitchell Distributing building, shall value the real property in the amount of at least One Million Five Hundred Thousand, Dollars (\$1500,000.00); and

WHEREAS, the Real Estate Purchase Agreement is attached hereto as Exhibit 1 and incorporated herein in substantial form as if fully reproduced in words and figures.

NOW, THEREFORE, let it be resolved and ordered by the City Council of the City of Tupelo as follows:

1. The prefatory paragraphs of this Resolution are hereby found and determined to be in accordance with the necessary and warranted exercise of the authority of the City of Tupelo by purchasing necessary interests in the real property for the purposes of economic development.
2. Mayor Jason Shelton and Kim Hanna, City Clerk for the City of Tupelo are hereby authorized by the City Council to enter into a Purchase Agreement in substantially the same form with such changes, insertions and omissions as may be approved by the mayor or city clerk with Bellerive Properties, Inc. to purchase the property located at 545 Commerce Street, subject to ratification by the city council.

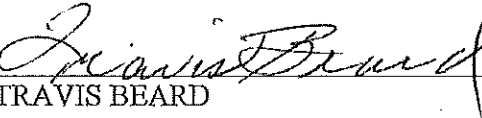
After a full discussion of this matter, Council Member _____ moved that the foregoing Resolution be adopted and said motion was seconded by Council Member _____ and upon the question being put to a vote, the results were as follows:

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



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

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

CITY OF TUPELO, MISSISSIPPI

By: 
TRAVIS BEARD
City Council President

ATTEST:


AMANDA DANIEL, Clerk of the Council


APPROVED:

JASON L. SHELTON, Mayor

DATE

REAL ESTATE PURCHASE
AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "**Agreement**") is made to be effective the ____ day of May, 2019 by and between BELLERIVE PROPERTIES, LLC, a Mississippi corporation ("**Seller**") and the CITY OF TUPELO, MISSISSIPPI, a Mississippi municipal corporation ("**Buyer**"). Seller agrees to sell, and Buyer agrees to purchase, in fee simple, subject to and upon the following terms and conditions, certain real estate located at 545 Commerce Street, Tupelo, Mississippi 38802, being more particularly shown or described on **Exhibit A** which is attached hereto and incorporated herein, together with (a) all easements, rights and privileges appurtenant thereto and (b) improvements thereon from the date of execution of this agreement through the closing (collectively referred to herein as the "**Real Estate**", the "**Real Property**" or the "**Premises**").

1. PURCHASE PRICE

1.01 The purchase price (collectively the "**Purchase Price**") for the Premises shall be:

A. One Million Five Hundred Thousand Dollars (\$1,500,000.00), payable on the day of closing (the "**Closing Date**") by wire transfer of immediately available federal funds; and

B. Receipt by Seller of a letter confirming a gift by Seller to Buyer of _____, the difference between the appraised value of the Real Property as determined by an appraisal to be provided by Seller and reasonably satisfactory to Buyer and Purchase Price, which letter shall be substantially in the form attached hereto as **Exhibit B** (the "**Gift Letter**"), and shall be duly executed by the Mayor of Buyer and delivered to Seller on the Closing Date. Seller will be responsible for the cost of the appraisal.

C. The Seller shall provide an assignment of any lease existing on the premises to Buyer.

1.02 The closing of this transaction (the "**Closing**") shall occur on a date to be agreed upon by Seller and Buyer prior no later than six (6) months from the date of execution of this agreement, unless otherwise extended by written agreement of the parties or in accordance with the provisions of this Agreement. The "**Effective Date**" of this Agreement shall be the date set forth above in the first paragraph of this Agreement. The cost of conducting the Closing and preparation of the settlement/closing statement in connection therewith shall be borne by Seller.

2. OBLIGATIONS OF BUYER AND SELLER AT CLOSING

2.01 Obligations of Seller at Closing. At Closing, Seller shall satisfy and perform the following:

A. Deliver to Buyer, or Buyer's designee, a special warranty deed (the "**Deed**") conveying to Buyer or its designee good and marketable title in fee simple to the Premises subject only to the Permitted Exceptions (as defined in subsection 9.01(a) below). The cost of preparation of the Deed shall be borne by Seller;

B. Deliver to Buyer a marked-up Title Commitment as provided for in subsection 9.01(a), below, with all conditions to issuance of a policy deleted, and free and clear of all exceptions (including the standard printed exceptions) except for the Permitted Exceptions;

C. Deliver to Buyer a certificate stating that Seller is not a "foreign person", as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended; make, execute and deliver, or obtain and deliver, all such affidavits, deeds, certificates, and other instruments and documents, and shall do or cause to be done all such acts or things which the title company issuing the Title Policy may reasonably request and require in order to remove the standard printed exceptions for mechanics and materialmen's liens and rights of parties in possession from the Title Policy;

D. All costs required to be paid by Seller pursuant to any other provision of this Agreement;

E. Surrender possession of the Real Property to Buyer, (subject to the rights and possession of any tenant whose lease is a Permitted Exception.)

2.02 Obligations of Buyer at Closing. At Closing, Buyer shall satisfy and perform the following:

A. Deliver to Seller the Gift Letter and the Purchase Price and adjustment for pro-rations as required herein by a certified or cashier's check drawn on a national bank or by wire delivery of funds to an account specified by Seller through the Federal Reserve System; and

B. Pay the fees and expenses of Buyer's attorneys, recording fees for the recording of the deed and all other costs and expenses incurred by Buyer or required to be paid by Buyer pursuant to any other provision of this Agreement.

C. Assume Seller's obligations as landlord under any lease of the Real Property that is a Permitted Exception.

3. TAXES AND ASSESSMENTS

3.01 Seller shall pay or credit against the Purchase Price all real property taxes and assessments, including penalties and interest, for all tax years preceding the Closing Date, and shall credit a portion of such taxes and assessments for the tax year in which the Closing is held, prorated through the Closing Date, and such adjustment shall be final. If the amount of such taxes is undetermined on the Closing Date, the pro-ration shall be based on the prior year's taxes. In the event the actual amount of such tax differs from any estimated amounts on which the proportion is based pursuant to this paragraph, Seller and Buyer shall adjust the proration based upon the actual amount of such taxes promptly upon receipt of the tax bills. Seller shall be responsible for any "rollback" taxes, if any, upon the Real Property.

4. CONDEMNATION AND RISK OF LOSS

4.01 Risk of Loss. The risk of loss or damage to the Real Estate from fire, the elements or other casualty, prior to closing, shall be upon Seller. Notwithstanding the foregoing, in the event of damage to the Real Estate prior to the Closing Date, Seller shall promptly give Buyer written notice of any such loss or damage (including the amount of insurance proceeds available as a result of such loss) and Buyer, at Buyer's option, within five (5) days following receipt of notice of the loss or damage, may elect to (i) terminate this Agreement, and the parties shall have no further obligation under this Agreement, or (ii) proceed to closing under this Agreement, in which event Buyer shall receive any insurance proceeds due Seller as a result of such damage or destruction and assume responsibility for the repair of the Real Estate, provided Buyer shall receive a credit at closing for any deductible, uninsured or co-insured amount under Seller's insurance policies insuring the Real Estate.

5. CONDITIONS TO CLOSING

5.01 Buyer's obligation to close this transaction is subject to the satisfaction of the following conditions and covenants, in Buyer's sole opinion, on or prior to the expiration of the Inspection Period (as hereinafter defined):

- (a) **Title Insurance.** Buyer shall have obtained a satisfactory title insurance commitment (the "**Title Commitment**") for an ALTA owner's title insurance policy (the "**Title Policy**") from the Title Insurance Company up to the full amount of the Purchase Price naming Buyer, or its designee, as insured and committing to insure the title to the Premises. The cost of the Title Commitment and Title Policy shall be paid by Buyer. The standard exceptions for parties in possession and mechanics' and materialmen's liens shall be eliminated from the Title Policy. If the Title Commitment shows any exceptions to title which are not acceptable to Buyer, Buyer shall notify Seller, in writing, of Buyer's objections prior to Closing and delivery of the Deed. In the event Buyer does not so notify Seller of such objections prior to Closing and

delivery of the Deed, then those items contained in the Title Commitment shall be deemed "**Permitted Exceptions**". The Permitted Exceptions shall also include (1) taxes not yet due and payable; (2) matters arising out of any act of Buyer or Buyer's Representatives; (3) local, state and federal laws, ordinances, rules and regulations, including, but not limited to local zoning ordinances; (4) Encroachments, variation in area or in measurements, boundary line disputes, roadways and matters not of record, including lack of access, which would be disclosed by an accurate survey and inspection of the Real Property; (5) Easements or other uses of the Real Property not visible from the surface, or easements or claims of easements, not shown by the public record; (6) Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel, in, on and under the Real Property; and (7) Shortage in area of the Real Property. Buyer acknowledges that Seller is negotiating to lease the Real Property to Hyperion Technology Group, Inc., and agrees that a lease with Hyperion Technology Group, Inc. will be a Permitted Exception. Seller shall have no obligation to cure the Permitted Exceptions. In the event Buyer notifies Seller of its objections and Seller fails or refuses to cure Buyer's objections by Closing, or if Seller notifies Buyer that it does not intend to cure Buyer's objections, then Buyer may take one or more of the following actions: (a) by written notice to Seller, give Seller an additional thirty (30) days time to remove such exceptions to title and, if necessary extend the period specified in Section 2 for the Closing; (b) waive such exceptions and proceed with the transaction; or (c) terminate this Agreement by giving notice to Seller. If, at any time after the date of the Title Commitment, but prior to Closing and delivery of the Deed, any new title matters arise out of the acts of anyone other than Buyer, or Buyer discovers any title matters which were not disclosed by the Title Commitment (collectively, the "New Matters"), any of which affects the title to the Real Property or the right or power of Seller to perform its obligations under this Agreement, the existence of such New Matters shall constitute a defect in the title to the Real Property governed by this provision. Seller shall deliver at Closing all documentation reasonably required by the Title Company to issue the title policy as herein contemplated, provided that such documentation is otherwise consistent with the representations, warranties and covenants of Seller as set forth herein.

- (b) Buyer's Approval. The City Council of Buyer, in its sole discretion, shall have approved the purchase of the Real Property on the terms set forth herein ("Buyer Approval").
- (c) Seller's Performance. Seller shall have performed all terms, covenants and obligations required of Seller hereunder.

6. DEFAULT

6.01 If the sale of the Real Property does not close as a result of default by either party hereunder, the non-defaulting party may seek specific performance and/or recover its damages.

7. CONSTRUCTION OF AGREEMENT

7.01 Seller and Buyer hereby acknowledge that they have each read, understood and had the opportunity to be advised by legal counsel as to all of the provisions of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that any court interpreting this Agreement shall not apply a presumption that the terms hereof should be construed more strictly against one party than the other by reason of the rule that a document is to be more strictly construed against the party who prepared the document or the initial draft of the document. Both parties acknowledge that this Agreement is the product of extensive negotiations between the parties and that both parties have contributed substantially to the final preparation of the terms and provisions of this Agreement. Typewritten or handwritten provisions inserted in this Agreement and initialed by both parties, and any amendment or addenda initialed or signed by both parties, shall control in the event of any conflict or inconsistency with any other provisions of this Agreement, and handwritten provisions initialed by both parties shall control over typewritten provisions.

8. BROKER

8.01 Except for Seller's broker Colliers International Memphis ("Colliers"), Buyer and Seller represent that they have not dealt with any brokers who claim a commission hereunder. Seller represents and warrants to Buyer that except for Colliers, and Buyer represents and warrants to Seller, that no real estate brokers or agents have been used or consulted in connection with the purchase and sale of the Real Property. Each party hereby agrees to indemnify and hold harmless the other from and against any liability (including costs and reasonable attorneys' fees) incurred in the defense thereof to any other agents or brokers with whom such party may have dealt. Seller will pay Colliers at Closing pursuant to the agreement between Seller and Colliers.

9. NOTICES

9.01 All notices, demands and requests by either party to the other shall be in writing signed by the party serving the same and shall be deemed effective upon (a) actual delivery, if delivered by personal delivery, or (b) five (5) business days after deposit in United States registered or certified mail, postage prepaid, return receipt requested, or (c) one (1) day after deposit with an overnight courier service for next day delivery, with postage prepaid.

Notice shall be delivered to the following addresses:

TO SELLER:

Bellerive Properties, LLC

Bellerive Properties, LLC
Attn: John Richardson
100 James Chaney Avenue
Meridian, Mississippi 39307

TO BUYER:

City of Tupelo, Mississippi

City of Tupelo, Mississippi
Attn: Jason Shelton, Mayor
71 East Troy Street, Tupelo, MS (via hand delivery)
P.O. Box 1485, Tupelo, MS 38802 (via mail delivery)

10. REPRESENTATIONS, WARRANTIES AND COVENANTS

10.01 Seller warrants, represents and covenants the following to Buyer:

A. Seller has the full and complete right, power and authority to enter into this Agreement and to convey the Real Property and Personal Property to Buyer in accordance with the terms and conditions of this Agreement.

B. To Seller's knowledge there are no actions, suits or proceedings pending or threatened against, by or affecting Seller which question the validity of this Agreement or of any action to be taken by Seller pursuant to or in connection with this Agreement or otherwise affect the Real Property, in any court or before any governmental agency;

C. Seller has the authority to convey the Real Property to Buyer without the joinder of any other person or entity;

D. On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Real Property for which any person could claim a lien against the Property; and

Each representation and warranty of Seller contained in this Agreement shall be

true and accurate as of the date hereof and shall be deemed to have been made again at and as of Closing and shall be then true and accurate in all material respects.

10.02 Buyer warrants, represents and covenants the following to Seller:

A. Buyer shall perform Buyer's duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement;

B. Buyer has the full and complete right, power and authority to purchase the Real Property in accordance with the terms and conditions of this Agreement; and

C. There are no actions, suits or proceedings pending or threatened against, by or affecting Buyer affecting the validity of this Agreement or of any action by Buyer pursuant to or in connection with this Agreement in any court or before any governmental agency.

Each representation and warranty of Buyer contained in this Agreement shall be true and accurate as of the date hereof and shall be deemed to have been made again at and as of Closing and shall be then true and accurate in all material respects.

10.03 All references in this Agreement to "Seller's knowledge," or words of similar import shall refer only to the actual (as opposed to deemed, imputed or constructive) knowledge of John Richardson, Seller's Chief Financial Officer, without inquiry and, notwithstanding any fact or circumstance to the contrary, shall not be construed to refer to the knowledge of any other person or entity.

10.04 The representations, warranties and covenants of Seller to Buyer contained in Section 2.01.A and 10.01 (collectively the "Seller Representations/Covenants"; individually a "Seller Representation/Covenant"), shall survive the Closing Date and the delivery of the Deed for a period of one (1) year. No claim for a breach of any Seller Representation/ Covenant, or the failure or default of a covenant or agreement of Seller that survives Closing, shall be actionable or payable unless (a) the breach in question results from, or is based on, a condition, state of facts or other matter which was not disclosed to or otherwise actually known by Buyer (as opposed to deemed, imputed or constructive knowledge) prior to Closing, and (b) written notice containing a description of the specific nature of such breach shall have been delivered by Buyer to Seller prior to the expiration of said one (1) year survival period.

10.05 Except as expressly stated in this Article 10, Seller makes no representations or warranties about the Real Property, and Buyer accepts the Real Property "as is", including as to any environmental matters and will rely on its own due diligence.

11. GENERAL PROVISIONS

11.01 This Agreement shall inure to the benefit of and bind the parties hereto, their respective heirs, executors, administrators, personal and/or legal representatives, successors and assigns.

11.02 All of the covenants, warranties, representations and agreements of Seller and Buyer contained in this Agreement or in any document executed by either party pursuant to this Agreement shall survive the execution, delivery and acceptance of the Deed.

11.03 This Agreement (including the exhibits hereto, all of which are specifically incorporated herein) constitutes the entire agreement between the parties and there are no representations, oral or written, relating to the Premises or to this transaction which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify or discharge this Agreement in whole or in part unless such agreement is in writing and signed by a duly authorized officer or duly authorized person on behalf of the party against whom enforcement of any change, modification or discharge is sought.

11.04 The headings of the Sections hereof have been inserted for convenience only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

11.05 If two or more persons constitute the Seller, the word "Seller" shall be construed as if it reads "Sellers" throughout this Agreement.

11.06 This Agreement may be executed in multiple counterparts, each of which shall be considered to be an original document.

11.08 The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision, and to this end the provisions of this Agreement are declared to be severable. It is the intention of the parties that, if any provision of this Agreement is susceptible of two or more constructions, one which would render the provision enforceable, and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

11.09 Unless otherwise expressly provided in this Agreement, a party shall not be liable to the other party for delays or failures in performance of any of its obligations under this Agreement because of acts of God; acts of a public enemy; acts of war, whether declared or undeclared; insurrections; riots; fires; explosions; accidents; epidemics; quarantine restrictions; acts of government; failures of transportation; freight embargoes; strikes or other labor disputes causing work to be stopped, slowed, or interrupted; or any other force majeure, provided that such delays or failures were beyond that party's reasonable control and were not caused by its fault or negligence.

If a delay or failure of performance occurs that is excusable under this provision, the period for performance shall be extended for a time equal to the time lost because of the force majeure.

11.10 Buyer and Seller agree to execute such instruments and documents and to undertake such actions as may be reasonably required in order to consummate the purchase and sale herein contemplated and shall use their commercially reasonable efforts to accomplish the purchase and sale in accordance with the provisions hereof.

11.11 Time shall be of the essence in the performance of the terms and conditions of this Agreement. If any date hereunder falls on a Saturday, Sunday or legal holiday, such date shall automatically be extended until the next following business day. For purpose of this Agreement, Saturday is not a "business day."

11.12 The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

11.13 Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

11.14 The provisions of this Agreement are for the benefit of Buyer or Seller, and no other parties shall have any right or claim against Buyer or Seller by reason of this Agreement or be entitled to benefit therefrom or to enforce any of the provisions thereof.

11.15 This Agreement may not be assigned by Buyer to any party without Seller's consent.

11.16 Seller and Buyer agree that the terms of this Agreement shall be deemed confidential in nature and shall not be disclosed to any third parties by either party to this Agreement without the prior written consent of the other. If either party determines that the other has breached this confidentiality provision, such non-breaching party may, in its sole discretion, elect to terminate this Agreement by written notice to the breaching party. Provided, however, that either party to this Agreement may disclose the terms of this Agreement: (a) to such party's employees, third party consultants, lenders, engineers, accountants and attorneys; (b) to the extent required by any applicable statute, law, regulation or governmental authority; and (c) in connection with any litigation that may arise between the parties in connection with the transactions contemplated by this Agreement.

11.17 This Agreement shall be governed by the laws of the state in which the Real Property is located.

12. EXCHANGE.

12.01 Seller may request a Section 1031 tax deferred exchange in connection with this transaction. The parties agree to cooperate in effecting the exchange in accordance with Section 1031 of the Internal Revenue Code, including execution of any documents that may be reasonably necessary to effect the exchange; provided, however, that (i) the Seller shall bear all additional costs incurred in connection with the exchange; and (ii) the Buyer shall not be obligated to delay the closing or to execute any note, contract or other document providing for any personal liability that would survive the exchange.

13. ACCEPTANCE

13.01 This Agreement shall not be considered binding on either Seller or Buyer, unless and until fully executed counterparts of this Agreement, duly executed by both parties shall have been received or exchanged between the parties.

14. EMAIL SIGNATURES

14.01 Signatures on copies of documents sent by email should be deemed binding unless the document or email contains an express statement to the contrary. This Agreement shall be binding on the date of the last of the signatures of Seller and Buyer.

[SIGNATURE PAGE FOLLOWS]

Signed by Buyer this ____ day of May, 2019.

BUYER:

THE CITY OF TUPELO, MISSISSIPPI

By: _____

Name: Jason Shelton

Title: Mayor

Signed by Seller this ____ day of May, 2019.

SELLER:

BELLERIVE PROPERTIES, LLC

By: _____

Name: _____

Title: _____