

06.10.19

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JUNE 4, 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, June 4, 2019 at 6:00 p.m. with the following in attendance: Lynn Bryan, Travis Beard, Nettie Y. Davis, Buddy Palmer, Mike Bryan, City Attorney Ben Logan; Amanda Daniel, Clerk of the Council.

Councilman Buddy Palmer gave the invocation, followed by the Pledge of Allegiance led by Council President Travis Beard.

IN THE MATTER OF CALLING THE MEETING TO ORDER

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

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

Councilwoman Davis moved, seconded by Councilman M. Bryan, to confirm the agenda and agenda order with the following amendments:

<u>REPLACE:</u>	PF	5.1A	PUBLIC HEARING REGARDING LOT MOWING LIST
		TO	
		5.1A	PUBLIC HEARING REGARDING DEMOLITION LIST
<u>REPLACE:</u>	PF	7.7	REVIEW, APPROVE, REJECT LOT MOWING LIST
		TO	
	PF	7.7	REVIEW, APPROVE, REJECT FINAL DEMOLITION LIST OF JUNE 4, 2019
<u>ADD:</u>	PF	8.6	REVIEW, DISCUSS REQUEST FOR KING CITY CYCLES TO PLACE RENTAL BICYCLES ON CITY PROPERTY

PROCLAMATIONS, RECOGNITIONS, AND REPORTS AGENDA

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IN THE MATTER OF RECOGNITION OF BOY AND GIRL SCOUTS

No scouts were present for recognition.

IN THE MATTER OF RECOGNITION OF CITY EMPLOYEES

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

IN THE MATTER OF PUBLIC RECOGNITIONS

The City Council members made the following recognition:

Councilwoman Davis announced that the George Washington Carver Class of 1959 recently celebrated their fifty-year reunion. She thanked those individuals who participated and made the event a success!

**IN THE MATTER OF RECOGNITION OF THE MONTH OF JUNE AS
“MYASTHENIA GRAVIS AWARENESS MONTH”**

Mayor Shelton presented Ms. Sara Rutledge with a signed proclamation recognizing June 2019 as “Myasthenia Gravis Awareness Month” in the City of Tupelo and urge all citizens to join together to focus attention on the need for education, research, treatment, and ultimately a cure for this disorder. A copy of this proclamation is attached to these minutes as **APPENDIX A**.

The Myasthenia Gravis Foundation of America (MGFA) will hold a MG Walk in Hamilton, Mississippi on October 26, 2019. You can join Ms. Rutledge’s team or make a donation at www.mgwalk.org/mississippi.

IN THE MATTER OF THE MAYOR’S REPORT

Mayor Shelton invited the community to attend the 2019 Elvis Presley Festival, which takes place in downtown Tupelo June 5 through June 9, 2019. Due to inclement weather, Thursday, June 6 events will take place in the Bancorpsouth Arena. The festival offers a plethora of events such as live music, a pet parade, and Elvis tribute artist concerts, and competitions.

(CLOSE THE REGULAR MEETING AND OPEN THE PUBLIC AGENDA)

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MUNICIPAL MINUTES, CITY OF TUPELO
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JUNE 4, 2019

PUBLIC AGENDA

PUBLIC HEARINGS

IN THE MATTER OF A PUBLIC HEARING REGARDING THE DEMOLITION LIST

PARCEL NUMBER	ADDRESS	
089F3005401	537 Barnes Street	No one appeared to discuss this item.
089F3005400	527 Barnes Street	No one appeared to discuss this item.
089f3025300	304 Rea Street	No one appeared to discuss this item.
089F3010700	515 Linden Street	No one appeared to discuss this item.
10651404700	3115 Cayson	No one appeared to discuss this item.
10180213000	418 Lakeview Drive	No one appeared to discuss this item.
077Q3612400	1502 Reed Street	<i>Suspension of the rules took place later in the meeting allowing Mr. George Bush to address this item.</i>

IN THE MATTER OF A PUBLIC HEARING AMENDING MAJOR THOROUGHFARE PHASE VI PRIORITIES ORDINANCE TO ADD THE LUMPKIN/WEST MAIN/ MONUMENT REALIGNMENT PROJECT

No one appeared to discuss this matter.

ACTION AGENDA

IN THE MATTER OF REVIEW, APPROVE, REJECT AGREEMENT FOR PHASE II MASTER PLAN SERVICES PROJECT (MOVED UP TO THE ACTION AGENDA MAY 7, 2019 Tabled MAY 21, 2019)

Councilman L. Bryan moved, seconded by Councilman Palmer, to remove this item from the table. Of those present, the vote was unanimous in favor.

Councilman L. Bryan moved, seconded by Councilman Palmer to approve the agreement between Orion Planning & Design and the City of Tupelo for the Tributary II project. After a full discussion on the matter, the motion passed by a vote of 4-1 with members voting as follows:

Aye: Councilmembers Beard, Davis, Palmer, L. Bryan

Nay: Councilmember M. Bryan

A copy of this agreement is attached as APPENDIX B.
MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JUNE 4, 2019

**IN THE MATTER OF REVIEW, APPROVE, REJECT AGREEMENT FOR
ENGINEERING SERVICES BETWEEN THE CITY OF TUPELO AND COOK
COGGIN ENGINEERS TO DEVELOP A DRAINAGE WORK PLAN**

Councilman L. Bryan moved, seconded by Councilman Palmer, to approve this agreement as submitted, of those present, the vote was unanimous in favor. A copy of the agreement being attached hereto as APPENDIX C.

ROUTINE AGENDA

**IN THE MATTER OF REVIEW, APPROVE, REJECT THE MINUTES OF THE MAY
21, 2019 REGULAR CITY COUNCIL MINUTES**

Councilwoman Davis moved, seconded by Councilman Palmer, to approve the minutes as submitted. Of those present, the vote was unanimous in favor.

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

Chief Financial Officer, Kim Hanna, submitted a request to the City Council to approve a list of expenditures for advertising and bringing into favorable notice the opportunities, possibilities, and resources of the City of Tupelo. Councilman Palmer moved, seconded by Councilwoman Davis, to approve the advertising and promotional list as submitted. The vote was unanimous in favor. A copy of the list is attached to these minutes as APPENDIX D.

IN THE MATTER OF REVIEW, PAY BILLS

Bills were reviewed at 4:30 p.m. by council members: Travis Beard, Buddy Palmer, Lynn Bryan, Mike Bryan; Missy Shelton, Deputy Clerk; Johnny Timmons, Tupelo Water and Light Department.

Councilman M. Bryan moved, seconded by Councilman Palmer, to approve the payment of the checks bills, and claims. The vote was unanimous in favor.

CHECK NUMBERS 356129-356471
ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF THE DOCKET
INVOICES AS SHOWN ON THE FACE OF THE DOCKET
TWL ADJUSTMENTS NOVEMBER 2016 THROUGH MAY 2019

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MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
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IN THE MATTER OF REVIEW, APPROVE, REJECT AN ARC GRANT CONTRACT FOR THE HIVE INDUSTRIAL PARK

Councilman M. Bryan moved, seconded by Councilman L. Bryan, to approve this contract as submitted. Of those present, the vote was unanimous in favor. An executed copy is attached hereto as **APPENDIX E**

IN THE MATTER OF REVIEW, APPROVE, REJECT ENGINEERING CONTRACT BETWEEN THE CITY OF TUPELO AND COOK COGGIN ENGINEERS, INC. TO CONSTRUCT AN ELEVATED 500,000 GALLON WATER STORAGE TANK AT THE HIVE INDUSTRIAL PARK

Grant Administrator Terri Blissard explained that previously Cook Coggin Engineers, Inc. was approved as the engineer of record for this project. Now that ARC has released funding, Councilman M. Bryan moved, seconded by Councilman Davis, to approve the contract agreement for this project. Of those present, the vote was unanimous in favor. A copy of this memorandum of request and supporting documents are attached as **APPENDIX F.**

IN THE MATTER OF REVIEW, AWARD, REJECT BID NO. 2019-002FD FOR SIX (6) EXHAUST REMOVAL SYSTEMS TO AIR CLEANING SPECIALIST, INC.

One bid was received for this project thus finding the bid as commercially reasonable and prospective bidders have proper notice and opportunity to submit bids and that this bid is contingent upon the Assistance to Fire Fighters Grant be extended September 2, 2019, Councilwoman Davis moved, seconded by Palmer, to award the bid. Of those present, the vote was unanimous in favor. A copy of the bid packet is attached hereto as **APPENDIX G.**

IN THE MATTER OF REVIEW, AWARD, FINAL DEMOLITION LIST

Councilman M. Bryan moved, seconded by Councilwoman Davis to suspend the rules to allow Mr. George Bush to address 1502 Reed Street.

After much discussion, Councilman L. Bryan moved, seconded by Councilman Palmer, to approve the final demolition list submitted by the Department of Development Services as being in such a state of uncleanness and disrepair as to be a menace and hazard to public health, safety, and welfare of the community.

By this action, the City of Tupelo is authorized to demolish this structure, invoice the owners, and place liens on the property if the owners do not pay for demolition. Of those

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present, the vote was unanimous in favor. A copy of the final demolition list is attached to these minutes as APPENDIX H.

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
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IN THE MATTER OF REVIEW, ACCEPT, REJECT THE APPOINTMENT OF DAVEY COLE AND BOYCE GRAYSON, JR. TO THE PARK ADVISORY BOARD

Councilman M. Bryan moved, seconded by Councilman Palmer, to accept the appointments as requested. Of those present, the vote was unanimous in favor. A copy of their resumes are attached as APPENDIX I.

IN THE MATTER OF REVIEW, ACCEPT, REJECT REQUEST OF THE TUPELO HOUSING AUTHORITY TO REAPPOINT KRISTY LUSE TO SERVE A FIVE YEAR TERM

Councilman Palmer moved, seconded by Councilman Mike Bryan, to accept this request as submitted and to approve the resolution appointing Kristy Luses to serve a five-year term as commissioner of the Tupelo Housing Authority. The vote was unanimous in favor. A copy of the memorandum of request and executed resolution are attached hereto as APPENDIX J.

IN THE MATTER OF REVIEW, APPROVE, REJECT TO SURPLUS THE ITEMS LISTED IN ORDER TO REMOVE FROM THE TUPELO WATER AND LIGHT FIXED ASSET LIST- THE OFFICE ITEMS WILL BE SURPLUS TO SELL AT THE MUNICIPAL AUCTION-THE GROUNDING BANK HAS ONLY SCRAP VALUE AND WILL BE SOLD AS SCRAP

Councilwoman Davis moved, seconded by Councilman M. Bryan to approve this request as submitted. Of those present, the vote was unanimous in favor. A copy of this memorandum of request is attached to these minutes as APPENDIX K.

IN THE MATTER OF REVIEW, ACCEPT, REJECT THE MINUTES OF THE APRIL 8, 2019 MAJOR THOROUGHFARE MEETING

Councilman Palmer moved, seconded by Councilman M. Bryan, to accept the minutes as submitted. Of those present, the vote was unanimous in favor. A copy of the minutes being attached as APPENDIX L.

IN THE MATTER OF REVIEW, ACCEPT, REJECT THE MINUTES OF THE APRIL 15, 2019 TUPELO COLISEUM COMMISSION

Councilman M. Bryan moved, seconded by Councilwoman Davis, to accept these minutes as submitted. Of those present, the vote was unanimous in favor. A copy of the minutes being attached as APPENDIX M.

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MUNICIPAL MINUTES, CITY OF TUPELO
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JUNE 4, 2019

IN THE MATTER OF REVIEW, ADOPT, REJECT AN ORDINANCE AMENDING MAJOR THOROUGHFARE PHASE VI PRIORITIES ORDINANCE

Councilman L. Bryan moved, seconded by Councilman M. Bryan to adopt this ordinance as submitted. Of those present, the vote was unanimous in favor. A copy of this ordinance is attached to these minutes as **APPENDIX N.**

IN THE MATTER OF REVIEW, AWARD, REJECT BID ON LUMPKIN, WEST MAIN, MONUMENT REALIGNMENT PROJECT

Councilwoman Davis moved, seconded by Councilman M. Bryan to award this bid to Phillips Contracting as the lowest and best bidder. Of those present, the vote was unanimous in favor. A copy of this memorandum and bid tabulations are attached hereto as **APPENDIX O.**

STUDY AGENDA

IN THE MATTER OF REVIEW, DISCUSS RESOLUTION GRANTING 2018 (10-YEARS REQUESTED) AD VALOREM TAX EXEMPTION TO HAWKEYE INDUSTRIES, INC.

Councilman M. Bryan moved, seconded by Councilman Palmer, to move this item up to the June 18, 2019 action agenda. Of those present, the vote was unanimous in favor.

IN THE MATTER OF REVIEW, DISCUSS RESOLUTION GRANTING 2018 (10-YEARS REQUESTED) AD VALOREM TAX EXEMPTION LEGGETT AND PLATT COMPONENTS COMPANY, INC. #0341

Councilman L. Bryan moved, seconded by Councilman M. Bryan, to move this item up to the June 18, 2019 action agenda. Of those present, the vote was unanimous in favor.

IN THE MATTER OF REVIEW, DISCUSS RESOLUTION GRANTING 2018 (10-YEARS REQUESTED) AD VALOREM TAX EXEMPTION LEGGETT AND PLATT COMPONENTS COMPANY, INC. #0908

Councilman M. Bryan moved, seconded by Councilwoman Davis, to move this item up to the June 18, 2019 action agenda. Of those present, the vote was unanimous in favor.

IN THE MATTER OF REVIEW, DISCUSS RESOLUTION GRANTING 2018 (10-YEARS REQUESTED) AD VALOREM TAX EXEMPTION LEGGETT AND PLATT COMPONENTS COMPANY, INC. #4201

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JUNE 4, 2019

Councilman L. Bryan moved, seconded by Councilman Palmer, to move this item up to the June 18, 2019 action agenda. Of those present, the vote was unanimous in favor.

IN THE MATTER OF REVIEW, DISCUSS AN ORDINANCE FOR THE TUPELO WATER AND LIGHT SERVICE PRACTICE STANDARDS

Councilman M. Bryan moved, seconded by Councilman Palmer, to suspend the rules in order to move this item up to the June 4, 2019 action agenda. Of those present, the vote was unanimous in favor.

Councilman M. Bryan moved, seconded by Councilman L. Bryan, to adopt this ordinance as submitted. Of those present, the vote was unanimous in favor. A copy of this Ordinance is attached to these minutes as **APPENDIX P.**

IN THE MATTER OF REVIEW, DISCUSS, REQUEST FOR KING CITY CYCLES TO PLACE RENTAL BICYCLES DOWNTOWN

Councilman M. Bryan moved, seconded by Councilman Palmer, to move this item up to the June 18, 2019 action agenda. Of those present, the vote was unanimous in favor.

EXECUTIVE SESSION

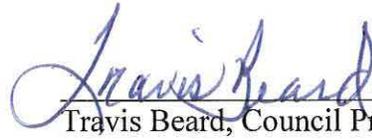
No items appeared for discussion.

IN THE MATTER OF ADJOURNMENT

With no further business to come before the City Council, Councilman Palmer moved, seconded by Councilman M. Bryan, to adjourn the meeting at 6:30 p.m. Of those present the vote was unanimous in favor.

Draft – 06.10.19

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JUNE 4, 2019

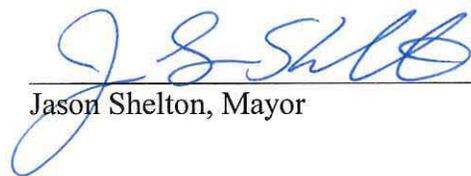


Travis Beard, Council President

ATTEST:



Amanda Daniel, Clerk of the Council



Jason Shelton, Mayor

6-19-19

Date: June 19, 2019

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Page



City of Tupelo

Office of the Mayor

June as Myasthenia Gravis Awareness Month

PROCLAMATION

WHEREAS, Myasthenia Gravis is a disorder causing extreme muscle weakness that can impact a person’s ability to see, smile, walk, talk, and breathe, and;

WHEREAS, this disorder is controlled by medication and other treatments for most MG patients, and;

WHEREAS, although rare, MG can prove fatal, and;

WHEREAS, because it is rare – approximately 100,000 people living with MG in the United States today – many Americans are often undiagnosed, and;

WHEREAS, the Myasthenia Gravis Foundation of America, Inc. (MGFA) is a not-for-profit organization founded in 1952, and;

WHEREAS, the MGFA’s mission is to facilitate the timely diagnosis and optimal care of individuals affected by this disorder and to improve their lives through programs of patient services, groups, public information, medical research, professional education, advocacy, and patient care;

NOW, THEREFORE, I, Jason Shelton, Mayor of the City of Tupelo, do hereby proclaim June 2019 as

Myasthenia Gravis Awareness Month

in the City of Tupelo and urge all citizens to join with me to focus attention on the need for education, treatment, research, and ultimately, a cure for this disorder.



Jason Shelton

Mayor Jason Shelton

ATTEST:

Kim Hanna

Kim Hanna. City Clerk

May 24, 2019

Mayor Jason Shelton
71 E. Troy Street
Tupelo, MS 38804

Dear Mayor Shelton:

My name is Sara Rutledge and I am a resident of Tupelo, MS. I would like to ask for a proclamation declaring the Month of June as Myasthenia Gravis Awareness Month. Enclosed is a suggested format for the proclamation.

Thank you so much for your consideration for this. I have been diagnosed with Myasthenia Gravis for over 60 years. We have difficulty getting diagnosed, treatments are unique to each patient, and many doctors have never seen a case. Only 20 out of 100,000 people have been diagnosed with MG. Some of the treatment cost over \$10,000 per dose. Please help us getting awareness as well as research.

We will be holding a MG Walk in Hamilton, MS on October 26, 2019 for anyone interested. You can go to www.myasthenia.org for more information or www.mgwalk.org/mississippi for info on the walk. We need volunteers, walkers, and donations for the cause. You can join my team or donate through my team, Sara's Strollers.

Thank you again for your consideration.

Sincerely,



Sara Rutledge
413 Lone Street
Tupelo, MS 38801
(662) 231-9566

enc: 2

Contact:

Myasthenia Gravis Foundation of America, Inc. 355 Lexington Avenue 15th Floor

(800) 541-5454

May 24, 2019

To:

Mayor Jason Shelton

Town of Tupelo, MS State of Mississippi

The Myasthenia Gravis Foundation of America, Inc. (MGFA) is pleased to designate June as **Myasthenia Gravis Awareness Month**. Myasthenia Gravis (MG) is a disorder causing extreme muscle weakness that can impact a person's ability to see, walk, talk, breathe and even smile.

Please join with other municipalities in issuing a proclamation for Myasthenia Gravis Awareness Month in Tupelo. Attached is a sample proclamation that is being declared in several other communities nationwide. Thank you for your attention to this important matter.

Local contact: Sara Rutledge
(662) 231-9566

City of Tupelo State of Mississippi

WHEREAS, myasthenia Gravis is a disorder causing extreme muscle weakness which can impact a person's ability to see, smile, walk, talk and breathe, and it is often misdiagnosed. It's controllable by medication and other treatments for mot MG patients, and although rare, it can prove fatal, and

WHEREAS, because of its rarity (approximately 100,000 people are living with MG in the United States today), many Americans are often undiagnosed, and

WHEREAS, the Myasthenia Gravis Foundation of America, Inc. (MGFA) is a not-for-profit organization founded in 1952, and

WHEREAS, the MGFA's mission is to facilitate the timely diagnosis and optimal care of individuals affected by myasthenia gravis and to improve their lives through programs of patient services, support groups, public information, medical research, professional education, advocacy and patient care.

NOW, THEREFORE, BE IT RESOLVED that I, Jason Shelton, Mayor of Tupelo do hereby proclaim June 2019 as:

MYASTHENIA GRAVIS AWARENESS MONTH

in the City of Tupelo and urge all residents to join with me, during the period, in an attempt to focus attention on the need for education, treatment, research, and ultimately, a cure, for this currently incurable disease.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Tupelo, to be affixed this _____ day of _____ in the year of our Lord, Two Thousand Nineteen.

Mayor Jason Shelton

SHORT FORM AGREEMENT FOR CONSULTING SERVICES

(Standard agreement based on Appendix B, Planning Advisory Service Report Number 443,
Standards of Professional Practice, American Planning Association, Chicago, IL)

Orion Planning + Design, a Montana based LLC, agrees to provide City of Tupelo, Mississippi the following professional services and City of Tupelo contracts for such services and agrees to fully engage in the project. Services shall be compensated by the City of Tupelo for the fees and on the terms and conditions set forth herein.

1. PARTIES

The parties to this agreement are the City of Tupelo, hereinafter referred to as "Client," and Orion Planning + Design, hereinafter referred to as "Consultant."

2. PURPOSE

The purpose of this agreement is to provide professional planning services to City of Tupelo as described in paragraph 3 below.

3. SERVICES

Consultant shall provide services to Client as outlined in the attached scope of services, Appendix 1. If there is a dispute over the meaning of this agreement, or if during the project one of the parties deviates from this section by mutual agreement, this agreement shall always be construed in accordance with the purpose set forth in Section 1 along with the scope of services attached hereto.

4. STANDARDS OF PROFESSIONAL PRACTICE

Consultant shall exercise and adhere to the standards of professional practice as developed and adopted by the American Institute of Certified Planners set forth in Planning Advisory Service Report Number 443, Standards of Professional Practice, American Planning Association as well as the Code of Ethics of the American Institute of Certified Planners. Said standards are annexed hereto by reference.

5. COMPENSATION

For the services rendered and products produced, Client shall compensate Consultant according to the attached budget with printing reimbursed at cost. Invoices shall set forth a summary of the work performed under this contract and progress to completion. Normal office supplies consumed in the course of the project are not reimbursable. However, document production, reproduction, travel, or other expense shall be reimbursed in accordance with project budget. Consultant shall invoice Client monthly for work performed. Client agrees to pay said invoice within 45 days of submission.

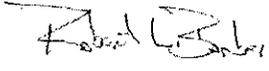
6. TERMINATION

Client or Consultant may terminate this agreement without cause at any time upon 10 days written notice. Consultant shall provide a final invoice for any uncompensated work completed prior to termination.

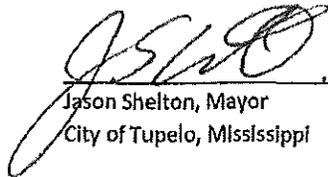
7. COMPLETE AGREEMENT/AMENDMENTS

This agreement constitutes the complete agreement between the parties. It may be amended only in writing executed in multiple counterparts, each of which shall be considered an original. When executed, this agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement separately, on the dates indicated by their respective signature blocks below. If the date of this agreement becomes material for any reason, the date of execution by Client shall be considered to be the date of the agreement.


_____, 6.3.19

Robert L. Barber, Sr., FAICP
Partner, Orlon Planning + Design


_____, 06.05.19

Jason Shelton, Mayor
City of Tupelo, Mississippi



Scope of Services for Phase II of the Tributary II Development Plan

This phase focuses on the southernmost properties of Phase I that total approximately 76 acres.

Task 1 – Preliminary Research, Analysis, and Negotiations

- Task 1.1: Team Kick-off meeting (via video conference)
- Task 1.2: Base information and data collection
- Task 1.3: In-house Market Assessment
- Task 1.4: Initial discussions / negotiations with Chickasaw Nation and National Parks

Task 2 – On-site Work (2-days)

Bob and Oliver to visit Tupelo for a two-day project trip.

- Task 2.1: Team / Staff meeting to review y and Cultural Resources Discussions
- Task 2.2: Site and Context Exploration (on-site)
- Task 2.3: Housing product research and preliminary concept development

Task 3 – Plan Development

- Task 3.1: Vetting / Refining of Phase 1 work (Conceptual Site Plan)
- Task 3.2: Housing product concept development
- Task 3.3: Final Site Plan production and approval
- Task 3.4: Final Renderings / Photo Simulations
- Task 3.5: Preliminary Project Pro-Forma
- Task 3.6: PUD Marketing Package development
- Task 3.7: Preparation of final deliverables

Task 4 – Project Management and Coordination (Ongoing)

Fee Estimate: \$50,000 including reimbursables

919 Getwell Road, Hernando, MS 38632 ♦ 901-268-7566 ♦ Bob@OrionPlanningDesign.com

Boulder, CO | Hernando, MS | Sheridan, WY | Huntsville, AL
St. Simons Island, GA | Missoula, MT



919 Getwell Road, Hernando, MS 38632 ♦ 901-268-7566 ♦ Bob@OrionPlanningDesign.com

Boulder, CO | Hernando, MS | Sheridan, WY | Huntsville, AL
 St. Simons Island, GA | Missoula, MT

Fee Estimate:

The following fee estimate is based upon the scope provided and our understanding of the project needs.

Combined Consultant Team Fees (team listed below)	\$67,000
Orion Planning + Design	
Cultural Resources Liaison (Chickasaw Nation)	
Cultural Resources Liaison (Battlefield)	
Engineer	
Economics Consultant	
Architectural Design Consultant	
Subtotal	\$67,000
<u>Reimbursable Expenses</u>	<u>\$2,000</u>
Total	\$69,000

MEMO

TO: Mayor, City Council

FROM: Pat Falkner

DATE: May 15, 2019

RE: Action agenda item: review/approve/reject contract for Phase II master plan services

Attached is a proposed contract for master planning services on the Tributary 2 project.

— Moved to Action Agenda
May 7, 2019 (AD)

— May need to remain tabled
to allow time for a
Work Session. (AD)

TABLED 5/21/19
Work Session 5/28/19
Revised Scope of Services
6/4/19

AGREEMENT FOR ENGINEERING SERVICES

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

The Owner has employed the Engineers to provide engineering services necessary to develop a drainage Work Plan for the Owner and the Engineers have agreed to provide such work, as stated herein;

WITNESSETH:

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

SECTION A - PLANNING SERVICES

That the Engineers shall furnish Planning Services as follows:

1. The Engineers will perform the necessary investigations to accomplish the drainage Work Plan and prepare the documents necessary for said Work Plan. Investigations will be limited to those required to perform the work necessary to prepare the drainage Work Plan.
2. The Engineers will prepare an opinion of probable cost based on the Work Plan. However, since the Engineers have no control over the cost of labor, materials, equipment, services provided by others or over contractors' pricing methods, or over market conditions or competitive bidding, the opinion of probable cost will be based on the Engineers' professional experience and judgment; but the Engineers cannot and do not guarantee that proposals, bids or the actual construction cost will not vary from opinions of probable cost prepared by them.

SECTION B - OWNER OBLIGATIONS

That Owner agrees to perform certain duties as follows:

1. The Owner shall provide access to and make all provisions for the Engineers to enter upon public and private lands as required for the Engineers to perform such work as surveys and inspections in the development of the Work Plan; and the Owner will indemnify the Engineers from any claims of trespass with respect thereto.

SECTION C - COMPENSATION FOR PLANNING SERVICES

That the Owner shall compensate the Engineers for planning engineering services, a fee based on the total of payroll costs, plus overhead costs, plus out of pocket expenses, plus eighteen percent. The total fee for these services shall be an amount less than or equal to but not to exceed \$20,000.

The Engineers will render the Owner an itemized statement for services performed on a monthly basis until the Work Plan is complete.

SECTION F - SPECIAL SERVICES

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

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

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

SECTION G - GENERAL CONSIDERATIONS

1. The standard of care for engineering services performed or furnished by the Engineers under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Engineers make no warranties, express or implied, under this Agreement, or otherwise, in connection with the Engineers' services. The Engineers may use or rely upon the planning services of others, including, but not limited to, contractors, manufacturers, and suppliers.

SECTION H - TERMINATION, ASSIGNMENT AND SPECIAL PROVISIONS

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

1. Either the Owner or the Engineers may terminate this Agreement at any time with or without cause upon giving the other party 30 calendar day prior written notice. The Owner shall within 30 calendar days of termination pay the Engineers for services rendered and costs incurred to the date of termination in accordance with the compensation provisions of this contract.
2. The Owner acknowledges the Engineers' documents, including electronic files, as instruments of professional service. Nevertheless, the final work plan documents prepared under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all monies due to the Engineers. The Owner shall not reuse or make any modification to the work plan documents without the prior written authorization of the Engineers. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineers, its officers, directors, employees and subconsultants against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the work plan documents by the Owner or any person or entity that acquires or obtains the work plan documents from or through the Owner without the written authorization of the Engineers.
3. The Engineers have not offered any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by the Engineers or any of the Engineers' consultants as a consequence of this Agreement.
4. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineers respectively and its partners, successors,

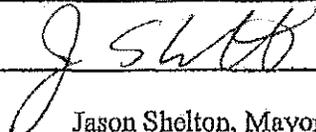
assigns, and legal representatives. Neither the Owner nor the Engineers shall have the right to assign, transfer or sublet his interest of obligations hereunder without written consent of the other party.

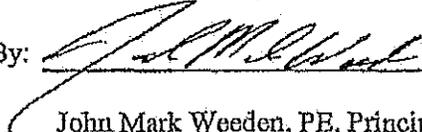
- 5. This Agreement may be amended with mutual consent to conform to funding agency requirements.
- 6. In the use of pronouns throughout this agreement where appropriate, the singular shall include the plural, the plural the singular.

In witness whereof the parties hereto have made and executed this Agreement the 4th day of June, 2019.

Owner: City of Tupelo

Engineer: Cook Coggin Engineers, Inc.

By: 
Jason Shelton, Mayor
Type Name & Title

By: 
John Mark Weeden, PE, Principal
Type Name & Title

Attest: _____
Kim Hanna, CFO, City Clerk
Type Name & Title

Physical Address: 71 East Troy Street
Tupelo, MS 38804

Physical Address: 703 Crossover Road
Tupelo, MS 38801

Mailing Address: 71 East Troy Street
Tupelo, MS 38804

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

Phone: (662) 841-6513
FAX: (662) 840-2075
Email: Jason.shelton@tupeloms.gov

Phone: (662) 842-7381
FAX: (662) 844-4564
Email: mweeden@cookcoggin.com

ENGINEER SERVICES FEE SCHEDULE**2019 PER DIEM RATES**

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

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

Rates are subjected to CPI adjustment annually.

2019 Material Testing Services Fee Schedule (Continued)

Travel:

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

Equipment Time:

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

Technician Time:

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

* Additional charges for Personnel Time and Travel apply.

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

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

2019 REIMBURSABLE EXPENSE SCHEDULE

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

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

Air Transportation at cost

Meals and Lodging at cost

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

Mandatory Addendum to
All City of Tupelo Contracts
June 2015

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

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

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

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

16. In compliance with the Mississippi Accountability and Transparency Act of 20058, all payments made by TUPELO will be posted on a public website _____ . The information posted will include: the date of payment, vendor name, vendor's city and state and the payment amount. The release of any such information supersede any applicable non-disclosure or confidentiality obligations of TUPELO.

Miss. Code Ann. §§ 27-104-151 to 159.

17. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act. Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

18. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act.

Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

19. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away one successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.

MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).

20. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation for any longer period than twenty-five years.

Miss. Code Anno. 21-27-1

21. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.

MS AG Ops. 2012-00013

Item 7.2- Updated 06.03.19

Approved - 6/4/19
(Signature)

Finance Department

To: Mayor & City Council
From: Kim Hanna
Date: June 4, 2019
Re: Review/Approve/Reject Advertising and Promotion Expense

The following expenditures are requested to be approved for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Tupelo.

PARK & REC

Aquatic Center – Summer Promotion – The Farm 95.1 \$2,000.00

ADMIN

Outstretched Hands International Ministries of Christ – 1 page \$ 100.00

The proposed expenditures are included in the operating budget of the City of Tupelo.

Approved (AD)

Memo

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

From: Terri Blissard, Grant Administrator *TB*

Date: May 28, 2019

Re: Approval of ARC Grant Contract for HIVE Industrial Project

Please find attached for your approval an ARC grant contract for the HIVE industrial project. ARC has awarded the City of Tupelo \$500,000 toward the construction of a water tank at the HIVE.

The estimated total cost for the tank project, including engineering and contingencies, is \$1,733,730. (Please see the last two pages of the attached contract for a breakout.)

**Grant Agreement
Between
Appalachian Regional Commission
and
City of Tupelo**

(Fiscal Agent for City of Tupelo : Mississippi Development Authority)

ARC Contract Number: MS-19526-2019		
Project Title: HIVE Industrial Park Water Tank		
ADMINISTRATIVE/FISCAL AGENT:	Mississippi Development Authority 501 North West Street Jackson, MS 39201	GRANTEE: City of Tupelo PO Box 1485 Tupelo, MS 38802-1485
Fiscal Agent's EIN:	64-6000736	Project Director: Jenny Savely 662-489-2415
Fiscal Agent Contact:	April Smith 601-359-2859	ARC Project Coordinator: Julie Lawhorn 2028847776
		State Administration/Liaison Officer: Mike Armour 662-842-3891
Part I - Special Provisions		

1. Statement of Purpose - Incorporation of Proposal:

This agreement implements a grant made under the authorities of Section 302 of the Appalachian Regional Development Act of 1965 (ARDA), as amended, (40 USC 14321) to provide funding to construct a 500,000-gallon elevated water tower at the HIVE Industrial Park. The current water infrastructure is insufficient to handle the demand from prospective industries. The water tank is needed in order to market the site and recruit industries.

ARC funds are being made available to the project through the Mississippi Development Authority (MDA) and will be administered in accordance with the Memorandum of Understanding (MOU) between MDA and the Appalachian Regional Commission, executed on August 15, 2014, which is attached to and hereby incorporated into this agreement.

This project shall be carried out in general accord with Grantee's proposal, received at ARC on January 25, 2019. Grantee's proposal is incorporated by this reference as a supplement to this agreement. To the extent the Articles of this grant agreement conflict with the incorporated proposal, the Articles shall control.

2. Order of Precedence:

This grant agreement is subject to the provisions of the ARDA, the ARC Code and Project Guidelines, these Special Provisions (Part I), the attached Grant Agreement: General Provisions (Part II), the Memorandum of Understanding, the Registered State Basic Agency Grant Administration Manual, and any other incorporated Supplements. Any conflicts among these provisions shall be resolved giving precedence to these authorities in the order in which they are listed above.

3. Reports:

The Grantee shall submit reports for this project to the Fiscal Agent semi-annually, or at a greater frequency determined by the Fiscal Agent. An annual report for this project shall be submitted by the Fiscal Agent to ARC, as required by the Memorandum of Agreement referenced in Article 1 on a schedule to be agreed to between the Fiscal Agent and the ARC Project Coordinator.

4. Consideration and Method of Payment:

A. Total.

For the complete and satisfactory performance of this grant agreement, as determined by ARC, Grantee shall be paid by ARC a total sum not to exceed \$500,000 of actual, reasonable and eligible project costs. Grantee shall pay, or cause to be paid, the non-ARC share of \$1,233,730 in cash, contributed services, or in-kind contributions, as approved by ARC. Payments under this Agreement shall be made to the Grantee through the Mississippi Development Authority, as Fiscal Agent. The Grantee shall not incur any project-related costs nor begin construction without prior approval from the Fiscal Agent.

B. Method.

Progress payments in the full amount of the total ARC-approved funds are authorized under this agreement. Upon Grantee's satisfactory completion of the agreement, Grantee shall receive any balance of funds, which may be due under this agreement. Payments under this agreement shall be made under the Automated Standard Application for Payments (ASAP) process or, if necessary, upon the receipt of the Fiscal Agent's invoice.

5. Budget:

Costs will be determined in general accord with the budget (which is attached to and hereby incorporated into this agreement), subject to the terms of this Grant Agreement, the Registered State Basic Agency Grant Administration Manual, and pertinent ARC Code Provisions.

6. Period of Performance:

The grant period of performance shall be 2/1/2019 through 1/31/2022.

7. Federal Retention of Interest:

Title to equipment and/or real property purchased with grant funds resides with the Grantee and assignees and successors approved by ARC, but the equipment and/or real property must be accounted for during and after the end of the project period. Accountability may be satisfied by continued use in the same or other projects related to objectives of the ARC, as approved by ARC. If the equipment and/or real property is disposed of or transferred to a use outside the scope of the ARC objectives, an amount equal to the value of

the ARC share at the time of disposal must be refunded to ARC. It shall be Grantee's responsibility to monitor all use to ascertain that the equipment and/or real property is being used primarily for the purposes of the grant and to notify ARC promptly in the event that the equipment and/or real property is no longer being used for such purposes.

Charles Howard-5/17/2019

5/17/2019

Charles Howard
General Counsel

Date

Jason Shelton-5/22/2019

5/22/2019

Jason Shelton
Mayor

Date

Part II
Appalachian Regional Commission
Grant Agreement: General Provisions

Article 1 General Procedures.

ARC grants shall be administered in accord with the Office of Management and Budget guidelines, Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards found in Chapter 2 of Title 2 of the Code of Federal Regulations and other Federal regulations as applicable.

Article 2 Restrictions on Use of ARC Funds.

Grantee warrants that it is cognizant of Section 224(b)(1) of the ARDA, which prohibits the use of ARDA funds to assist businesses to relocate from one area to another; and that, further, in keeping with Commission policy, it will not utilize ARDA funds actively to engage in any activity, the purpose of which is to encourage businesses now operating in one state to relocate into another state. No funds provided under this agreement will be used to publish or distribute material which would solicit such relocation.

Article 3 Work Plan/Detailed Budget.

(1) Grantee shall submit, as required by the ARC Project Coordinator, a work plan and/or budget for any and/or all of the tasks specified in Part I.

(2) Prior to submission of any work plan and/or budget so required by the ARC Project Coordinator, no costs shall be eligible for reimbursement, except those costs directly related to the preparation of such work plan and/or budget. Within one week after receipt, ARC shall complete a preliminary review of the work plan and/or budget and shall immediately advise the Grantee either that it is unacceptable or that it is preliminarily approved. After such preliminary approval by ARC, the Grantee may proceed with work on the project immediately with such modifications in the work plan and/or budget as required by ARC.

Article 4 Reports.

(1) Progress Reports. Grantee shall prepare and submit to the ARC Project Coordinator, progress reports indicating the work accomplished under the agreement to date, any problems encountered and ameliorative actions taken, and a forecast of work for the next report period.

(2) Final Report. Within one (1) month after the period of performance (see Part I), Grantee shall prepare and submit to the ARC Project Coordinator for approval, a final report (2 copies and a reproducible master) of all work accomplished under this Agreement including recommendations and conclusions based on the experience and results obtained.

Article 5 Contracting Procedures

In contracting for services and/or purchasing equipment under this Agreement, Grantee shall assure that (1) all contracting shall be at prices and on terms most advantageous to the Grantee and to the project; and (2) all interested parties shall have a full and fair chance at doing business with the Grantee. Grantee shall arrange for all contracting through competitive bidding, or, if permitted by state law, other negotiating and contracting procedures that will assure compliance with (1) and (2) above.

Article 6 Subcontracting.

The Grantee shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining the prior written approval of the Project Coordinator, and subject to conditions and provisions as the Project Coordinator may deem necessary, in his/her discretion, to protect the interests of the Commission: Provided, however, that notwithstanding the foregoing unless otherwise provided herein, such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this Agreement: Provided, further, however, that no provision of this article and no such approval by the Project Coordinator of any subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the Commission in addition to the total grant amount and the Commission shall not be responsible for fulfillment of Grantee's obligations to subcontractors: Provided, further, that no subcontracting shall be deemed to relieve the Grantee of any obligations under this Agreement.

Article 7 Coordination and Non-Duplication.

In carrying out the project under this Agreement, Grantee shall assure that the planning, design work and implementation of activities are coordinated with activities conducted by Grantee under other related ARC grants, if any, and shall assure that there shall be no duplication of effort or funding under this Agreement of any work or payments under those grants.

Article 8 Project Personnel.

ARC reserves the right to approve or disapprove the selection or continued participation of any personnel supported with funds made available under this Agreement.

Article 9 Compliance with Applicable Laws.

Grantee shall assure that all provisions of applicable federal, state, and local laws shall be complied with in the conduct of activities under this grant agreement. The ARC reserves the right to suspend or terminate this agreement in the event that applicable federal, state, and local laws and regulations are not complied with. Such right shall not be exclusive and does not affect rights and remedies provided elsewhere by law, regulation, or agreement.

Article 10 Retention of Rights.

Title to equipment purchased with grant funds resides with the Grantee and assignees and successors approved by ARC, but the equipment must be accounted for during and after the end of the project period. Accountability may be satisfied by continued use during its useful life in the same or other projects related to objectives of the ARC, as approved by ARC. If the equipment is disposed of or transferred during its useful life to a use outside the scope of the ARC objectives, an amount equal to the resale value or the value of the ARC share at the time of disposal must be deposited in the grant account if still open, or the federal share must be refunded to ARC or an ARC-designated successor. ARC reserves the right to transfer such equipment and title thereto or other interest therein, to ARC, or an agency of the federal government or to another Grantee, in the event equipment, leased or purchased with funds under this agreement, is no longer used primarily for the purposes for which it is dedicated under this agreement, or is not used in substantial accord with the applicable provisions of this agreement.

It shall be Grantee's responsibility to monitor all use to ascertain that all such equipment is being used primarily for the purposes outlined herein. Grantee may propose to ARC that the equipment be transferred to

another agency or entity which could utilize it for the purposes outlined in this agreement. Such transfers shall be subject to prior approval by the ARC Project Coordinator and to the reservation of rights in this Article.

Article 11 Method of Payment.

(1) Progress Payments. Grantee may receive progress payments (a) on the basis of the work performed; (b) upon ARC concurrence as to reasonableness of costs and submission of Form SF 270 (Request for Advance or Reimbursement); and; (c) upon submission to ARC of, and with the same frequency as, progress reports; and (d) upon determination by the ARC that the requirements of the agreement are being met. The total of such progress payments shall not exceed ninety (90) percent of the total grant amount unless specifically authorized in Part I of this agreement.

(2) Advance Payments. Grantee may receive advances of funds, in amounts sufficient to meet scheduled payroll costs and other related costs, including payments to subcontractors on the following basis: (a) Grantee's certification that a firm commitment has been obtained from each employee appointed under this agreement, or that firm, formal subcontracts have been executed which will require payments for goods and services to be delivered during the period for which advance is sought; (b) upon submission of form SF 270 (Request for Advance or Reimbursement) and on the basis of cost estimates approved by the ARC Project Coordinator; (c) Grantee's certification that any previous advance has been exhausted (if previous advance has not been exhausted, this remainder must be used to meet scheduled expenses payable during the next period); any additional advance subject to ARC concurrence as to need; and (d) satisfactory progress on tasks specified in Part I and the incorporated proposal.

Total Advance Payments shall not exceed 90 percent of the total grant amount unless specifically authorized in Part I of this agreement.

(3) Final Payment. Upon Grantee's satisfactory completion of the Agreement, Grantee shall receive any balance of funds which may be due under this Agreement.

(4) Disbursements. All disbursements shall be for obligations incurred, after the effective date, in the performance of this Agreement, and shall be supported by contracts, invoices, vouchers and other data, as appropriate, evidencing the disbursements.

NOTE: All payment requests must show the 9-digit taxpayer identifying number (TIN) assigned by the Internal Revenue Service. For individuals, the Social Security Number serves as the TIN; for businesses, the Employer Identification Number serves as the TIN.

Article 12 Grant-Related Income.

Grant-related income means gross income earned by Grantee from grant supported activities and shall include, but not be limited to, income from service fees, sale of commodities, or usage or rental fees. All grant-related income shall be reported to ARC in the progress and final reports required by this Agreement.

Article 13 Rebates and Discharges from Liability.

Grantee agrees that any refunds, rebates or credits, or other amounts (including interest earned thereon) received by the Grantee (or any Assignee) shall be paid to the Commission to the extent that they are properly allocable to costs for which the Grantee has been reimbursed under this Article. Grantee will, when requested, assign such amounts to the Commission and execute such releases as may be appropriate to discharge the Commission, its officers and agents from liabilities arising out of this Agreement.

Article 14 Records /Audit.

(1) Grantee shall establish procedures to ensure that all records pertaining to costs, expenses, and funds related to the Agreement shall be kept in a manner which is consistent with generally accepted accounting procedures. The documentation in support of each action in the accounting records shall be filed in such a manner that it can be readily located. Grantee shall maintain custody of time records, payrolls, and other data, as appropriate, to substantiate all services reported to the Commission as Contributed Services under this Agreement.

(2) All invoices, vouchers, statements of costs, and reports of disbursements of funds are subject to audit.

(3) Any payment may be reduced for overpayment(s) or increased for underpayment(s) on preceding invoices or vouchers. In the event of overpayment(s) ARC reserves the option of requiring the Grantee to reimburse the Commission for the amount of the overpayment(s).

(4) If Grantee has not provided either cash or contributed services of a value determined by the Commission to be sufficient to support the payments made by the Commission, or has failed to obligate or disburse any such sums for the purpose of this Agreement, the final payment shall be reduced, or the Grantee shall make an appropriate refund.

(5) The Grantee agrees that the Federal Co-Chairman of the ARC, the Comptroller General of the United States, the ARC, or the duly authorized representatives of any of them shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Grantee involving transactions related to this Agreement.

(6) The Grantee will, in each subcontract, require the subcontractor to agree to the application of the provisions of this article in a similar manner to the subcontractor's records relating to said subcontract.

Article 15 Responsibilities.

Notwithstanding any other provisions of this Agreement, it is expressly agreed that:

(1) Grantee will carry out the program under this Agreement as an independent contractor and not as agent of the Commission;

(2) Grantee assumes sole and complete responsibility for the conduct of the program in such a manner as to assure the safety and welfare of all persons participating in or in any way involved in, or affected by, any activities conducted under this Agreement; and

(3) The Commission, by its provision of funds for this project, undertakes no responsibility in this regard.

Article 16 Grantee's Principal Personnel.

The Project Director shall be responsible for the general guidance and overall supervision of Grantee's efforts. The Project Director shall maintain liaison with the Commission's Project Coordinator. In the event the replacement of the Project Director becomes necessary, the Grantee will advise the Commission, in writing, of the change. The Commission reserves the right to disapprove any proposed substitute or addition.

Article 17 ARC Representative.

The Project Coordinator is responsible for (i) providing liaison between the Commission and the Grantee, and (ii) obtaining approval of work accomplished by Grantee. The Commission may, in its discretion, change the Project Coordinator at any time, in which event it shall notify the Grantee in writing of the change.

Article 18 State Administration and Liaison Officer.

Grantee shall submit copies of all correspondence, reports and requests for payment required to be submitted to ARC simultaneously to the State Administration and Liaison Officer named in this Agreement.

Article 19 Disputes.

(1) Procedure. Except as otherwise provided in this Agreement, in the event of any dispute arising under this Agreement concerning a question of fact which is not disposed of by agreement, a decision regarding the dispute shall be rendered by the Executive Director. The Grantee may, within 20 days from receipt of the Executive Director's written decision, submit to the Commission's Contract Review Committee (ARC-CRC), a written request for a review to which the ARC-CRC shall respond in writing within 60 days. Alternatively, the Grantee and the Executive Director may mutually agree to select any alternative means of dispute resolution to resolve such dispute. The decision of either the ARC-CRC or the arbitrator retained for the purpose of dispute resolution, shall be final and conclusive. Pending final decision under either alternative, the Grantee shall proceed diligently with the performance of the Agreement in accordance with the Executive Director's decision.

(2) Consideration of Questions of Law. This Article does not preclude the consideration of questions of law in connection with decisions provided for in the above paragraph; provided that nothing in this grant shall be construed as making final any decision of any administrative official, representative, or the ARC-CRC on a question of law.

(3) ARC Contract Review Committee. The ARC-CRC shall consist of the Federal Co-Chairman and the States' Co-Chairman or their appointed representatives. In a dispute in which one of the parties is either the State of the States' Co-Chairman or a Grantee from said State, the States' Vice Co-Chairman, or his/her representative, shall replace the States' Co-Chairman on the ARC-CRC for that dispute alone. Nothing herein shall operate in any way as a restriction on the powers of the Federal Co-Chairman or any state member of the Commission under the ARDA.

Article 20 Suspension/Termination for Cause.

The ARC shall have the right, upon written notice to the Grantee, to suspend or terminate this Agreement for cause, whenever the Federal Co-Chairman determines there is reasonable basis to believe there has been malfeasance, embezzlement, misappropriation, unauthorized application of federal funds or material false statement in the conduct of this Agreement or any other ARC grant agreement.

Article 21 Termination for Default.

The ARC may, by written notice to Grantee, terminate this Agreement in whole or in part in accordance with Part 52.249 of the Federal Acquisition Regulations' "Default (Fixed-Price Supply and Service)" clause in effect on the date of this Agreement including, but not limited to provisions regarding failure to perform due to causes beyond the control of Grantee, the status of completed and partially completed work after termination for default, excusable default, ARC's right to reprocure, and other remedies. Such regulations are incorporated by reference as part of this Agreement. The rights and remedies of the ARC provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Article 22 Termination for Convenience.

The ARC may, by written notice to the Grantee, terminate this Agreement in whole or in part for the convenience of the Commission, whenever the ARC determines that such action is in its best interest. If this Agreement is so terminated, the rights, duties and obligations of the parties, including compensation of the Grantee, shall be in

accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this Agreement and such regulations are incorporated by reference as part of this Agreement.

Article 23 Official Not to Benefit.

No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with an incorporated entity for its general benefit.

Article 24 Covenant Against Contingent Fees.

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty the Commission shall have the right to annul this Agreement without liability or in its discretion to deduct from the grant amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Article 25 Equal Opportunity.

Grantee shall carry out all programs and activities in compliance with Title VI of the Civil Rights Act of 1964, and other federal laws prohibiting discrimination, and in such a manner that no person shall, on the grounds of race, color, national origin, religion, sex, age or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination with respect to any such programs or activities.

Article 26 Patent Rights.

All research and development grants are subject to the government-wide Patent Policies outlined in Department of Commerce regulations (37 CFR Part 401).

Article 27 Statement of Federal Funding.

When issuing statements, press releases, requests for proposals, bid solicitations, and any and all other public documents or announcements describing the project or program funded by this Agreement, Grantee agrees and warrants that it shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

Article 28 Lobbying.

No funds made available under this Agreement may be used in any way, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress; however, this Article does not bar communications with Members of Congress as described in Title 18, section 1913, of the U.S. Code.

Article 29 Copyrights.

The Federal Government, through the Appalachian Regional Commission (ARC), reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any work developed under a contract, grant, subgrant, or contract under a grant or subgrant, and to use, and authorize others to use, for federal government purposes, any rights of copyright to which a grantee, a subgrantee or a contractor purchases ownership with grant support or contact funds. Such license to use includes, but is not limited to, the publication of such work on an ARC Web site. Use of such works for purposes related to Appalachia and the development of the Region is generally authorized by ARC to State and local governments in the ARC Region and to other public and private not-for-profit organizations serving the Region, including the Appalachian Local Development Districts.

Appendix A
Certification Regarding Lobbying for ARC Contracts, Grants, Loans, and
Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of this ARC contract, the making of this ARC grant, the making of this ARC funded loan, the entering into of this cooperative agreement, or the extension, continuation, renewal, amendment, or modification of this ARC contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person or entity for influencing or attempting to influence an officer or employee of ARC, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this ARC contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Copies of the disclosure form and instructions may be obtained from the Office of General Counsel, ARC.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. All certifications and disclosure forms shall be provided to ARC.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction. The Commission may terminate for cause any grant, contract, loan or cooperative agreement with respect to which a false certification is made. Any person who files a false certification may be subject to penalties under the law.

Tupelo City of , PO Box 1485, Tupelo, MS 38802-1485

Organization Name and Address
Jason Shelton, Mayor

Name and Title of Certification Official

5/22/2019

Certification Regarding Drug-Free Workplace Requirements

The grantee certifies that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about-
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs, and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- e. Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Jason Shelton, Mayor

Name and Title of Certification Official

Jason Shelton-5/22/2019

5/22/2019

Signature

Date

revised 4/17/19
 MS-19-526

BUDGET INFORMATION - Construction Programs

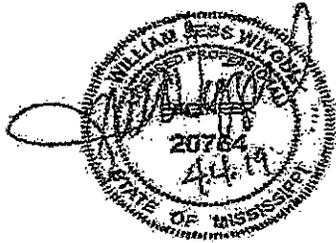
NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 6,000.00	\$	\$ 6,000.00
2. Land, structures, rights-of-way, appraisals, etc.	\$	\$	\$
3. Relocation expenses and payments	\$	\$	\$
4. Architectural and engineering fees	\$ 107,730.00	\$	\$ 107,730.00
5. Other architectural and engineering fees	\$	\$	\$
6. Project inspection fees	\$	\$	\$
7. Site work	\$	\$	\$
8. Demolition and removal	\$	\$	\$
9. Construction	\$ 1,500,000.00	\$	\$ 1,500,000.00
10. Equipment	\$	\$	\$
11. Miscellaneous	\$	\$	\$
12. SUBTOTAL (sum of lines 1-11)	\$ 1,613,730.00	\$	\$ 1,613,730.00
13. Contingencies	\$ 120,000.00	\$	\$ 120,000.00
14. SUBTOTAL	\$ 1,733,730.00	\$	\$ 1,733,730.00
15. Project (program) income	\$	\$	\$
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 1,733,730.00	\$	\$ 1,733,730.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X 28.9 %		\$ 500,000.00

CCE# 900009
 City of Tupelo
 The HIVE - Hancock Property
 Preliminary Opinion of Probable Costs - Water

4/4/2019

Item No.	Item Description	Total Quantity	Unit	Unit Price	Amount
1	500,000 Gallon GST and appurtenances	1	LS	\$750,000.00	\$750,000.00
2	850 GPM Booster Station	1	LS	\$750,000.00	\$750,000.00
Total Estimated Construction Cost					\$1,500,000.00
Contingencies (8%)					\$120,000.00
Administration					\$6,000.00
Engineering Services					\$107,730.00
Total Estimated Project Cost					\$1,733,730.00



William Jess Whyguy, PE

APPENDIX E

6/11/19
 Revised

Memo

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

From: Terri Blissard, Grant Administrator 30

Date: May 28, 2019

Re: Approval of Engineering Contract for HIVE Industrial Project

Please find attached a contract for engineering services for the HIVE industrial project, which is funded in part by an ARC grant.

At a council meeting several months ago, Cook Coggin Engineers, Inc., was approved as the engineer of record for this project. Cook Coggin subsequently submitted the attached engineering contract. Now that grant funding has been released by ARC, I would like to request your approval of the Cook Coggin contract in order to move forward with the project.

3 original copies
to JS 6/4/19

AGREEMENT FOR ENGINEERING SERVICES

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

The Owner intends to **construct a 500,000 gallon elevated water storage tank at the HIVE Industrial Park** and has employed the Engineers, who agree to perform the various professional engineering services required for the design and construction of the work, as stated herein;

WITNESSETH:

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

SECTION A - PLANNING AND DESIGN ENGINEERING SERVICES

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

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

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

SECTION B - CONSTRUCTION ENGINEERING SERVICES

That the Engineers shall furnish Construction Engineering Services as follows:

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

SECTION C- OWNER OBLIGATIONS

That Owner agrees to perform certain duties as follows:

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

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

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

SECTION D - COMPENSATION FOR PLANNING AND DESIGN SERVICES

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

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

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

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

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

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

SECTION E - COMPENSATION FOR CONSTRUCTION ENGINEERING SERVICES

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

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

SECTION F - SPECIAL SERVICES

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

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

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

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

SECTION G - GENERAL CONSIDERATIONS

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

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

SECTION H - TERMINATION, ASSIGNMENT AND SPECIAL PROVISIONS

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

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

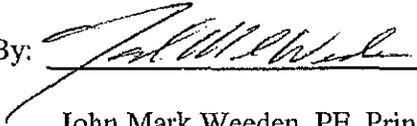
- 6. In the use of pronouns throughout this agreement where appropriate, the singular shall include the plural, the plural the singular.

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

Owner: City of Tupelo

Engineer: Cook Coggin Engineers, Inc.

By: _____

By: 

Jason Shelton, Mayor
Type Name & Title

John Mark Weeden, PE, Principal
Type Name & Title

Attest: _____

Kim Hanna, CFO
Type Name & Title

Physical Address: 71 East Troy Street
Tupelo, MS 38804

Physical Address: 703 Crossover Road
Tupelo, MS 38801

Mailing Address: 71 East Troy Street
Tupelo, MS 38804

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

Phone: (662) 841-6513
FAX: (662) 840-2075
Email: Jason.shelton@tupeloms.gov

Phone: (662) 842-7381
FAX: (662) 844-4564
Email: mweeden@cookcoggin.com

Attachment I

COOK COGGIN ENGINEERS, INC.
ENGINEERING SERVICES FEES SCHEDULE

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

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

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

ENGINEER SERVICES FEE SCHEDULE**2019 PER DIEM RATES**

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

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

Rates are subjected to CPI adjustment annually.

2019 MATERIAL TESTING SERVICES FEE SCHEDULE

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

2019 Material Testing Services Fee Schedule (Continued)

Travel:

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

Equipment Time:

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

Technician Time:

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

* Additional charges for Personnel Time and Travel apply.

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

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

2019 REIMBURSABLE EXPENSE SCHEDULE

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

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

Air Transportation at cost

Meals and Lodging at cost

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

Mandatory Addendum to
All City of Tupelo Contracts
June 2015

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

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

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

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

16. In compliance with the Mississippi Accountability and Transparency Act of 20058, all payments made by TUPELO will be posted on a public website _____ . The information posted will include: the date of payment, vendor name, vendor's city and state and the payment amount. The release of any such information supersede any applicable non-disclosure or confidentiality obligations of TUPELO.

Miss. Code Ann. §§ 27-104-151 to 159.

17. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act. Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

18. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act.

Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

19. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away one successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.

MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).

20. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation for any longer period than twenty-five years.

Miss. Code Anno. 21-27-1

21. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.

MS AG Ops. 2012-00013

Page 4 of 19

Reg CC

Awarded - contingent upon grant extension.

AP



Memo

To: Mayor Jason Shelton and City Council
From: Chief Thomas Walker *TW*
Date: 5-29-2019
Re: Bid for Exhaust Removal System

I respectfully request that Invitation to Bid number 2019-002FD, Six (6) Exhaust Removal Systems be awarded to Air Cleaning Specialist, Inc., 826 Horan Drive, Fenton, MO 63026, contingent upon the Assistance to Firefighters Grant be extended to September 2, 2019.

The bid came in at \$79,710.08 and the grant was for \$80,023. (AFG 90% \$72,749. City of Tupelo 10% match \$7,274.)

MINUTE ENTRY SIGN UP SHEET

DATE 5-29-19

✓

TIME 10:00 am

BID # 2019-007FO

DEPARTMENT Fire

PROJECT Exhaust Removal - Rebid

ATTENDANCE

COMPANY

<u>Jimmy Shelton</u>	<u>CDT Finance</u>
<u>Jimmy Avery</u>	<u>Tupelo Fire Dept.</u>
<u>Thomas Walker</u>	<u>Tupelo Fire Department</u>
<u>Terrri Blissard</u>	<u>City of Tupelo</u>

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MISS.

2019-
 Invitation No. 002FD
 Dept. Fire

TO _____
 ADDRESS _____

DATE 3-25-19

Scaled 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 Mary Shelton
 PURCHASING OFFICE

ITEM NUMBER	QUANTITY	ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
					DOLL.	CTS.
		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: 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 Successful Bidder must: 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. Provide: 1. Price per each 2 bay station. 2. Price per each 3 bay station.				

CITY MAY EXPECT DELIVERY BY

DATE 5/29/19
 BIDDER Air Cleaning Specialists, Inc
 ADDRESS 926 Horan Dr Fenton, Mo 63026
 TELEPHONE 866-455-2132
 BY Don Schroeder



PROPOSAL

AIR CLEANING SPECIALISTS, INC.
 826 HORAN DRIVE
 FENTON, MO 63026
 Phone: (636) 349-4400 Fax: (636) 349-0556
 http://www.aircleaningspecialists.com

Order Number: Q008804
 Order Date: 5/29/2019
 Salesperson: Dan Schroeder
 Customer Number: TUP3880

<p>Sold To: Tupelo Firestation 106 W Jefferson St Tupelo, MS 38804 (662) 841-6439</p>	<p>Ship To: Tupelo Firestation 106 W Jefferson St Tupelo, MS 38804</p>
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QTY	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
		3-BAY - 106 W. JEFFERSON STREET		
3.00	SD-0512	Fume-A-Vent 5" Simple Drop System with Stainless Steel & rubber tailpipe adapter and spring clip auto release nozzle. Includes 12' x 5" high temperature hose, 80" mounting bracket, support legs and apparatus tailpipe modification kit. Fume-A-Vent F.O.B. Fenton, MO	1,300.00	3,900.00
1.00	PB15-5-3-U	PB Series Cast Aluminum Pressure Blower 5 HP, 3 Phase, 1,756 CFM @ 4" w.g. Up Blast, 8" Inlet & 8" Outlet F.O.B. Mason, OH	2,318.33	2,318.33
1.00	CBS-5-230-3-T	Fume-A-Vent Control Box Starter with low voltage landing terminals. Features a mild-steel NEMA 4 enclosure with 3-way (HAND-OFF-AUTO) switch and reset button. For use with a 230V, 5HP, 3PH Fan and compatible 230V, 3PH source. Includes an off-delay timer. CDOLP-ES09809-230V-3PH-5HP-24XF-TIMER	1,872.50	1,872.50
1.00	BDD-08	Fume-A-Vent 8" Upblast Back Draft Damper	270.00	270.00
1.00	NF-FAV	Nordfab Quick-Fit Laser Welded Clamp-together Duct System QF Duct System for Fume-A-Vent as per attached CAD drawing Ref attached Quote No 11-110921	1,906.30	1,906.30
		SUBTOTAL: \$10,267.13		

Continued



PROPOSAL

AIR CLEANING SPECIALISTS, INC.
 826 HORAN DRIVE
 FENTON, MO 63026
 Phone: (636) 349-4400 Fax: (636) 349-0556
 http://www.aircleaningspecialists.com

Order Number: C008804
 Order Date: 5/29/2019
 Salesperson: Dan Schroeder
 Customer Number: TUP3880

<p>Sold To: Tupelo Firestation 106 W Jefferson St Tupelo, MS 38804 (662) 841-6439</p>	<p>Ship To: Tupelo Firestation 106 W Jefferson St Tupelo, MS 38804</p>
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QTY	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
2.00	SD-0512	2-BAY - 1028 W. MAIN STREET Fume-A-Vent 5" Simple Drop System with Stainless Steel & rubber tailpipe adapter and spring clip auto release nozzle. Includes 12' x 5" high temperature hose, 80" mounting bracket, support legs and apparatus tailpipe modification kit. Fume-A-Vent F.O.B. Fenton, MO	1,300.00	2,600.00
1.00	PB12-3-3-U	PB Series Cast Aluminum Pressure Blower 3 HP, 3 Phase, 1,222 CFM @ 4" w.g. Up Blast, 7" Inlet & 6" Outlet F.O.B. Mason, OH	1,588.33	1,588.33
1.00	CBS-3-230-3-T	Fume-A-Vent Control Box Starter with low voltage landing terminals. Features a mild-steel NEMA 4 enclosure with 3-way (HAND-OFF-AUTO) switch and reset button. For use with a 230V, 3HP, 3PH fan and compatible 230V, 3PH source. Includes an off-delay timer. CDOLP-ESD9809-230V-3PH-3HP-24XF-TIMER	1,857.50	1,857.50
1.00	BDD-06	Fume-A-Vent 6" Upblast Backdraft Damper	200.00	200.00
1.00	NF-FAV	Nordfab Quick-Fit Laser Welded Clamp-together Duct System QF Duct System for Fume-A-Vent as per attached CAD drawing Ref attached Quote No 11-110921	1,191.40	1,191.40
SUBTOTAL: \$7,437.23				

Continued



PROPOSAL

AIR CLEANING SPECIALISTS, INC.
 826 HORAN DRIVE
 FENTON, MO 63026
 Phone: (636) 349-4400 Fax: (636) 349-0556
<http://www.aircleaningspecialists.com>

Order Number: Q008804
 Order Date: 5/29/2019
 Salesperson: Dan Schroeder
 Customer Number: TUP3880

Sold To:
 Tupelo Firestation
 106 W Jefferson St
 Tupelo, MS 38804
 (562) 841-6439

Ship To:
 Tupelo Firestation
 106 W Jefferson St
 Tupelo, MS 38804

QTY	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
2.00	SD-0512	2-BAY - 902 N. VETERANS BLVD Fume-A-Vent 5" Simple Drop System with Stainless Steel & rubber tailpipe adapter and spring clip auto release nozzle. Includes 12' x 5" high temperature hose, 80" mounting bracket, support legs and apparatus tailpipe modification kit. Fume-A-Vent F.O.B. Fenton, MO	1,300.00	2,600.00
1.00	PB12-3-3-U	PB Series Cast Aluminum Pressure Blower 3 HP, 3 Phase, 1,222 CFM @ 4" w.g. Up Blast, 7" Inlet & 6" Outlet F.O.B. Mason, OH	1,588.33	1,588.33
1.00	CBS-3-230-3-T	Fume-A-Vent Control Box Starter with low voltage landing terminals. Features a mild-steel NEMA 4 enclosure with 3-way (HAND-OFF-AUTO) switch and reset button. For use with a 230V, 3HP, 3PH Fan and compatible 230V, 3PH source. Includes an off-delay timer. CDOLP-ESD9809-230V-3PH-3HP-24XF-TIMER	1,857.50	1,857.50
1.00	BDD-06	Fume-A-Vent 6" Upblast Backdraft Damper	200.00	200.00
1.00	NF-FAV	Nordfab Quick-Fit Laser Welded Clamp-together Duct System QF Duct System for Fume-A-Vent as per attached CAD drawing Ref attached Quote No 11-110921	1,191.40	1,191.40
		SUBTOTAL: \$7,437.23		

Continued



PROPOSAL

AIR CLEANING SPECIALISTS, INC.
 826 HORAN DRIVE
 FENTON, MO 63026
 Phone: (636) 349-4400 Fax: (636) 349-0556
 http://www.aircleaningspecialists.com

Order Number: Q008804
 Order Date: 5/29/2019
 Salesperson: Dan Schroeder
 Customer Number: TUP3880

<p>Sold To: Tupelo Firestation 106 W Jefferson St Tupelo, MS 38804</p> <p>(662) 841-6439</p>	<p>Ship To: Tupelo Firestation 106 W Jefferson St Tupelo, MS 38804</p>
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QTY	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
2.00	SD-0512	2-BAY - 2603 S. GREEN STREET Fume-A-Vent 5" Simple Drop System with Stainless Steel & rubber tailpipe adapter and spring clip auto release nozzle. Includes 12' x 5" high temperature hose, 80" mounting bracket, support legs and apparatus tailpipe modification kit. Fume-A-Vent F.O.B. Fenton, MO	1,300.00	2,600.00
1.00	PB12-3-3-U	PB Series Cast Aluminum Pressure Blower 3 HP, 3 Phase, 1,222 CFM @ 4" w.g. Up Blast, 7" Inlet & 6" Outlet F.O.B. Mason, OH	1,588.33	1,588.33
1.00	CBS-3-230-3-T	Fume-A-Vent Control Box Starter with low voltage landing terminals. Features a mild-steel NEMA 4 enclosure with 3-way (HAND-OFF-AUTO) switch and reset button. For use with a 230V, 3HP, 3PH Fan and compatible 230V, 3PH source. Includes an off-delay timer. CDOLP-ES09809-230V-3PH-3HP-24XF-TIMER	1,857.50	1,857.50
1.00	BDD-06	Fume-A-Vent 6" Upblast Backdraft Damper	200.00	200.00
1.00	NF-FAV	Nordfab Quick-Fit Laser Welded Clamp-together Duct System QF Duct System for Fume-A-Vent as per attached CAD drawing Ref attached Quote No 11-110921	1,191.40	1,191.40
SUBTOTAL: \$7,437.23				

Continued



PROPOSAL

AIR CLEANING SPECIALISTS, INC.
 826 HORAN DRIVE
 FENTON, MO 63026
 Phone: (636) 349-4400 Fax: (636) 349-0556
 http://www.aircleaningspecialists.com

Order Number: Q008804
 Order Date: 5/29/2019
 Salesperson: Dan Schroeder
 Customer Number: TUP3880

<p>Sold To: Tupelo Firestation 106 W Jefferson St Tupelo, MS 38804 (662) 841-6439</p>	<p>Ship To: Tupelo Firestation 106 W Jefferson St Tupelo, MS 38804</p>
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QTY	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
		2-BAY - 412 COLEY ROAD		
2.00	SD-0512	Fume-A-Vent 5" Simple Drop System with Stainless Steel & rubber tailpipe adapter and spring clip auto release nozzle. Includes 12' x 5" high temperature hose, 80" mounting bracket, support legs and apparatus tailpipe modification kit. Fume-A-Vent F.O.B. Fenton, MO	1,300.00	2,600.00
1.00	PB12-3-3-U	PB Series Cast Aluminum Pressure Blower 3 HP, 3 Phase, 1,222 CFM @ 4" w.g. Up Blast, 7" Inlet & 6" Outlet F.O.B. Mason, OH	1,588.33	1,588.33
1.00	CBS-3-230-3-T	Fume-A-Vent Control Box Starter with low voltage landing terminals. Features a mild-steel NEMA 4 enclosure with 3-way (HAND-OFF-AUTO) switch and reset button. For use with a 230V, 3HP, 3PH Fan and compatible 230V, 3PH source. Includes an off-delay timer. CODLP-ES09809-230V-3PH-3HP-24XF-TIMER	1,857.50	1,857.50
1.00	BDD-06	Fume-A-Vent 6" Upblast Backdraft Damper	200.00	200.00
1.00	NF-FAV	Nordfab Quick-Fit Laser Welded Clamp-together Duct System QF Duct System for Fume-A-Vent as per attached CAD drawing Ref attached Quote No 11-110921	1,191.40	1,191.40
		SUBTOTAL: \$7,437.23		

Continued



PROPOSAL

AIR CLEANING SPECIALISTS, INC.
 826 HORAN DRIVE
 FENTON, MO 63026
 Phone: (636) 349-4400 Fax: (636) 349-0556
 http://www.aircleaningspecialists.com

Order Number: Q008804
 Order Date: 5/29/2019
 Salesperson: Dan Schroeder
 Customer Number: TUP3880

<p>Sold To: Tupelo Firestation 106 W Jefferson St Tupelo, MS 38804 (662) 841-6439</p>	<p>Ship To: Tupelo Firestation 106 W Jefferson St Tupelo, MS 38804</p>
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QTY	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
2.00	SD-0512	2-BAY - 3015 McCULLOUGH BLVD. Fume-A-Vent 5" Simple Drop System with Stainless Steel & rubber tailpipe adapter and spring clip auto release nozzle. Includes 12' x 5" high temperature hose, 80" mounting bracket, support legs and apparatus tailpipe modification kit. Fume-A-Vent F.O.B. Fenton, MO	1,300.00	2,600.00
1.00	PB12-3-3-U	PB Series Cast Aluminum Pressure Blower 3 HP, 3 Phase, 1,222 CFM @ 4" w.g. Up Blast, 7" Inlet & 6" Outlet F.O.B. Mason, OH	1,588.33	1,588.33
1.00	CBS-3-230-3-T	Fume-A-Vent Control Box Starter with low voltage landing terminals. Features a mild-steel NEMA 4 enclosure with 3-way (HAND-OFF-AUTO) switch and reset button. For use with a 230V, 3HP, 3PH Fan and compatible 230V, 3PH source. Includes an off-delay timer. CDOLP-ES09809-230V-3PH-3HP-24XF-TIMER	1,857.50	1,857.50
1.00	BDD-06	Fume-A-Vent 6" Upblast Backdraft Damper	200.00	200.00
1.00	NF-FAV	Nordfab Quick-Fit Laser Welded Clamp-together Duct System QF Duct System for Fume-A-Vent as per attached CAD drawing Ref attached Quote No 11-110921	1,191.40	1,191.40
		SUBTOTAL: \$7,437.23		

Continued



PROPOSAL

AIR CLEANING SPECIALISTS, INC.
 826 HORAN DRIVE
 FENTON, MO 63026
 Phone: (636) 349-4400 Fax: (636) 349-0556
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Order Number: Q008804
 Order Date: 5/29/2019
 Salesperson: Dan Schroeder
 Customer Number: TUP3880

<p>Sold To: Tupelo Firestation 106 W Jefferson St Tupelo, MS 38804 (662) 841-6439</p>	<p>Ship To: Tupelo Firestation 106 W Jefferson St Tupelo, MS 38804</p>
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QTY	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
1.00	FAV-INSTALL	INSTALLATION Furne-A-Vent Installation SUBTOTAL: \$27,500.00	27,500.00	27,500.00
1.00	/FRFAV2	Freight Charges FREIGHT SUBTOTAL: \$4756.80	4,756.80	4,756.80

Packing Instructions:

Shipping Instructions:

CUSTOMER P.O.: SHIP DATE: SHIP VIA: BEST WAY TERMS: PENDING F.O.B.: MULTI	CONFIRM TO: Jimmy Avery EMAIL: jimmy.avery@tupeloms.gov	NET ORDER:	79,710.08
		SALES TAX:	0.00
		ORDER TOTAL:	79,710.08

By accepting this Sales Order, the Customer agrees that this transaction is subject to Air Cleaning Specialists' Sales Order Terms and Conditions. Our terms and conditions are available at: www.aircleaningspecialists.com. All Sales Orders issued by Air Cleaning Specialists will be subject to these Terms and Conditions, unless otherwise agreed to in writing by Air Cleaning Specialists.

Item # 5,1A

DEMOLITIONS FOR 6/4/19 COUNCIL MEETING			
ADDRESS	VACANT	ISSUES WITH PROPERTY	ADDITIONAL FACTORS
537 Barnes St 089F-30-054-01	YES	Dilapidated structure - broken/missing windows and doors, rotted siding, trim, soffit, and fascia, foundation failing, roof structure failure	Taxes delinquent for 2018, property is not secured and has caused issues for PD
527 Barnes St 089F-30-054-00	NO	Dilapidated structure - roof structure failure, broken glass on windows and doors, rotted, missing fascia, unfinished wood,	Taxes have not been paid since 2015, property owner passed away and relatives are living in the house (at times, without electricity, water, and sewer)
304 Rea St 089F-30-253-00	YES	Dilapidated structure - roof structure failure, foundation failure, missing/damaged siding, rotted wood	Property has been vacant since 2013 and has not been maintained since that time.
515 Linden 089F-30-107-00	YES	Dilapidated structure - house is falling in, rotted wood, broken windows and doors	Property has been vacant and has not been maintained for years.
3112 Cayson 106S-14-047-00	YES	Possible roof and foundation failure, damaged wood (trim and fascia), peeling paint, dilapidated out building	Taxes delinquent for 2018
418 Lakeview 101B-02-130-00	YES	Dilapidated structure - broken door, falling soffit, wood rotten including fascia, soffit, back deck and carport, roof leak	City has filed 5 liens for lot mowing, property has been vacant since 2007.
1502 Reed St 077Q-36-124-00	YES	Damaged roof including huge hole in one side, broken windows, damaged doors, rotting wood in carport	18 prior code enforcement violations, taxes delinquent for 2018, property vacant for several years

City of Tupelo
Department of Parks and Recreation



MEMO

Alex Farned, M.S.
Director

To: Mayor, Jason Shelton and City Council
From: Alex Farned
CC:
Date: 5/30/2019
Re: Tupelo Park Advisory Board Appointments

6/4/19
Reg CC, Accepted
AP

I would like to request that the Mayor, and City Council appoint the following two men to serve on the Tupelo Park Advisory Board. Their terms will run until 2021:

- 1) Ward 5 (Buddy Palmer): Davey Cole (Re-appointment) – his bio is attached
- 2) Ward 4 (Nettie Davis): Boyce Grayson, Jr. – his bio is attached

Larry D. (Davey) Cole Jr

Davey Cole joined T P & R in 1998, as a coach-pitch coach. After one year, he join the TSA board to help out where needed. He's volunteered with TSA ever since. He coached both of his daughters teams in our league and has coached his oldest daughters Express team. His love of softball started in 1990 when he became an umpire. He's been a volunteer at 11 different National ASA Softball tournaments held in Tupelo. Davey has be an ambassador for this great city at the ASA National Council meeting for the last 12 years and continues to represent Tupelo at all USA Softball events he attends. Davey was more than willing to step into the roll as a member of the Park Advisory Board. Davey and his wife, Rhonda have lived in tupelo all of their lives and have raised both of their daughters here. He believes in helping to make Tupelo the best city it can be and he uses his love of softball and sports to promote the city where ever possible.

Boyce E Grayson, Jr. was born and raised in Tupelo, MS. He was a police officer at Harrison Co. Sherriff Department in Gulfport, MS. He is an employee of the United States Post Office and has been employed there for 30 years. He has been married for 25 years. He loves the game of basketball, and enjoy's promoting and supporting the youth in basketball and other sports.

Res. cc, Accepted
T.H.A. (AD)

Kristy Rochelle Luse

438 Robins Street
Tupelo, Mississippi 38804
(662) 871-2626
kristy@createfoundation.com

Objective: A challenging, rewarding career to utilize my educational experiences and assessment skills in an administrative environment related to the development and success of the whole child.

Education: University of Mississippi, Oxford, MS
Doctor of Philosophy in Educational Leadership 5/08
Certification: K-12
Specialist in Educational Leadership 6/05
Certification: K-12

University of Southern Mississippi, Hattiesburg, MS
7/02 & 7/03
Postgraduate Studies in Oceanography

Mississippi College, Clinton, MS
Master of Education in School Psychometry 8/98
Certification: K-12
Bachelor of Elementary Education 5/92
Certification: K-8

Summary of Qualifications:

- Over 27 years of successful teaching/administrative experience
- Participated in various aspects of special education and gifted programs
- Presented programs for staff development: local/conventions/SACS/WSI
- Facilitator of TPSD Professional Development opportunities
- Coordinator of special needs programs for Tupelo Middle School
- Successful grant writing experience for community and school district
- Awarded 21st Century Community Learning Centers grant

Honors and Activities:

- MS Arts Commission WSI Service Award 2016
- MASRO Administrator of the Year 2008-2009
- Phi Delta Kappa Educator of the Year 2006
- Who's Who Among American Teachers
- Member of honor societies: Kappa Delta Pi and Phi Kappa Phi
- Professional Organizations: Delta Kappa Gamma, Assoc. for Middle Level Education, & Assoc. for Supervision and Curriculum Development
- Rotary of Tupelo
- Gumtree Museum of Art, Board Chair
- CATCH Kids, Inc. Board Member

Experience:

CREATE Foundation, Tupelo, Mississippi 3/18- Present
Vice President, Toyota Wellspring Education Fund
Tupelo Public School District, Tupelo, Mississippi

**RESOLUTION APPOINTING
KRISTY LUSE
TO SERVE A FIVE-YEAR TERM
AS COMMISSIONER OF THE
TUPELO HOUSING AUTHORITY**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tupelo, Mississippi, assembled on this the 4th day of June, as follows:

That Kristy Luse is hereby appointed to serve a five-year term on the Board of Commissioners of the Tupelo Housing Authority, and/or until her successor succeeds her in office, and that the term of this appointment shall begin on June 4, 2019, and shall expire on July 1, 2024.

DONE BY ORDER OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, on this the 4th day of June, 2019.

CLERK'S CERTIFICATE

I, Amanda Daniel, Clerk for the City Council of the City of Tupelo, Mississippi, do hereby certify that the foregoing resolution is a true and correct copy of a resolution which was approved by the City Council of the City of Tupelo, Mississippi, in a meeting held on June 4, 2019, and that a copy of the resolution appears in the recorded minutes of that meeting.

Amanda Daniel
Clerk of the City Council



6/4/19
Reg CC, approved (AD)



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

May 30, 2019

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Jettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

Mayor Jason L. Shelton and Council of the City of Tupelo
City of Tupelo
Tupelo, MS 38801

Dear Mayor Shelton and Council Members:

I respectfully request your approval to surplus the following items and remove them from our fixed asset list through your regular council meeting on June 4, 2019. After declaration as surplus, the office items will be sold through the next city auction and the grounding bank will be sold for scrap.

Description	Serial # / VIN #	ID #
Computer, LVO C A58	1S7522P2UMJXH20	1278/14878
Computer, HP 500B	MXL1160MJY	1351/15005
Monitor, 22" Phillips	AU4A115013423	1340/14979
Typewriter, Satellite 40	A95300358	1333
Computer, HP Business	MXL2131YXM	15172
Laptop, Lenovo SL500	1S2746MJMLFHRYO	14563
Computer, Desktop Pro 3400	MXL2131YWB	15123
Monitor, View Sonic 22"	S9U121010431	15179
Computer, Ultra Business	RC431PKWN21142000437	16100

Removed from Tupelo Primary Substation:

Grounding Bank (4) 826074/826075/826076/826077

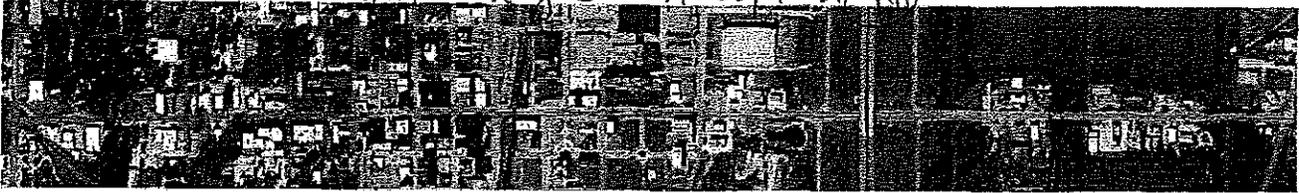
If you have any questions, please call upon me.

Sincerely,

TUPELO WATER & LIGHT DEPARTMENT


Johnny N. Timmons
Manager

6/4/19 Reg CC - Accepted (AD)



Tupelo Major Thoroughfare Program Minutes April 8, 2019

Members present: Chris Hussey, C W Jackson, Stuart Johnson, Ernie Joyner, Aletha Mims, Mike Pettigrew, Greg Pirkle, Danny Riley, Theodore Roach, and Wesley Webb

Members not present: Bill Cleveland, Scott Davis, Charlotte Loden, Jamie Osbirn, Drew Robertson, and Brent Waldrop

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

Greg Pirkle called meeting to order. Dennis Bonds was introduced as the new City Engineer.

Renee Newton took roll.

Chairman Pirkle asked the Committee to review and approve the minutes of the March 11, 2019 Major Thoroughfare Program meeting. Motion made by Ernie Joyner to approve minutes. Motion seconded by C W Jackson. Minutes were approved unanimously.

Kim Hanna reviewed the Major Thoroughfare Phase VI Budget Report for the month ending March 31, 2019. Beginning cash balance was \$7,485,181. Revenue from Property Tax and Interest Earned was \$699,834. Total Expenditures were \$22,650. Payments included \$3,369 for Personnel Costs; \$3,500 for Contract Engineer Fees; and \$15,781 for Miscellaneous Construction Costs on Coley Road. Ending cash balance was \$8,162,365. *See Stuart*

John White and Dustin Dabbs gave updates on the current projects.

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

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

Coley/McCullough - contractor is about 50% complete with subgrade and Base. Inlets built and pipe installed. Waiting on Tombigbee Power to move poles so contractor can finish subgrade and build island. Weather permitting, Tombigbee to move pole this week. May be ready to pave and stripe in next three to six weeks.

EAST MAIN STREET (GREEN STREET TO VETERANS)

MDOT material certification acceptance has been received. Still awaiting final approval of remaining close out documents by MDOT. Quantity calculations being reviewed. City does not owe money on project.

MDOT NORTH GLOSTER / BARNES CROSSING PROJECT

Construction has resumed. Completion of project most likely by Christmas.

EASON BLVD TURN LANE @ HWY 45

Contractor has completed paving operations. Contractor has been working on installation of signal foundations and controller items. Expecting mast arm materials to be delivered this month. Once signal installation is complete, the contractor will perform final cleanup and then place final pavement markings.

JACKSON STREET (CLAYTON TO ROBINS)

Engineer finalizing design of alternate section from Robins to Madison. Underground utilities relocation to be re-bid. Bids will be opened end of April.

Jim Hannon thanked John White for placing stakes along E Jackson St in order to see location of improvements. Mr. Hannon thanked all the others who met to walk the site and discussion the design plans.

LUMPKIN INTERSECTION RELOCATE

Planning to advertise for bids this week. Bids should open the 2nd week of May. Mast arms will be relocated.

INACTIVE PROJECTS (PHASE VI)

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

NEW BUSINESS

Don Lewis and Chuck Williams presented the FY 2019 Mill and Overlay Program, along with the MTP Maintenance Plan. Estimated cost to MTP will be \$1,475,442.00.

Mr. Lewis asked the Committee's opinion of widening N Veterans Memorial Blvd between Reese St and Hamm Dr to three lanes, instead of mill and overlay as a two lane. Repaving of all N Veterans would be done after widening. The funds for mill and overlay for that portion of N Veterans would go towards the widening construction costs. Mr. Lewis plans to have cost estimates available at the May meeting for further discussion.

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



Chairman Greg Pirkle



Submitted by Renee Newton

6/4/18
Recy CC
Accepted
AD



Tupelo Coliseum Commission
Meeting Minutes
April 15, 2019

Opening

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, April 15, 2019 at 3:00 p.m. in the BancorpSouth Arena Commerce Room with the following present:

- Chairman Scott Reed
- Commissioner Neal McCoy
- Commissioner Jason Hayden
- Commissioner Stephanie West
- Commissioner Moe Livingston
- Commissioner Stan McIntosh

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

Representatives of the Media Present:

- Derek Russell, Northeast Mississippi Daily Journal

Chairman Reed called the meeting to order at 3:02 p.m.

Approval of Minutes from March 18, 2019 Regular Meeting

Commissioner Hayden made a motion to approve the minutes from March 18 as presented seconded by Commissioner McCoy. All commission members voting aye, the motion passed.

Financial Report

Kim Hanna, Chief Financial Officer, reported on finances. Hanna reported the revenues exceed expenses by \$39,784.55. Hanna pointed out that the Counting Crows concert in July 2018 did not settle until fiscal year 2019 and without this loss the arena would be ahead of where they were last year. "We are well within budget," reported Hanna.

Director's Report



Kevan Kirkpatrick, Director of Marketing, reported that Carlock Toyota renewed their Corporate Sponsorship and Tommy Morgan Realty and Vanelll's are in the process of renewing their sponsorship.

Travel: Hunt traveled to Nashville at the end of March to meet with promoters and came back with two holds on the calendar for shows, which made it a successful trip. He also traveled to Daytona Beach for the International Association of Venue Management Regional Meeting and led a session for arenas and stadlums.

Attendance: Hunt reported just over 153,000 people have attended our events so far this fiscal year where the average for this time of year is 174,000. We have had 267 events year to date, where the average is 217. Hunt shared the geographical sales distribution for last month's Luke Combs show. We sold tickets in nearly every Mississippi county north of I20 and also covered west Tennessee and northwest Alabama.

Past Events:

- Casting Crowns (March 22, 2019) around 4000 people attended. They come to the arena every other year.
- Victory Cheer (March 23, 2019) this was their 10th year in row and have dates on the books for 2020.
- Jason Isbell (March 31, 2019) – Just under 2000 people attended this Sunday night concert. Isbell announced a free show in Oxford while these tickets were still on sale, which hurt our attendance.
- Old Dominion (April 13, 2019) – Around 3,500 people attended. The weather did not help.

Upcoming Events

- Southeast Spas April 26-28, 2019
- Blue Suede Cruise May 3-4, 2019
- PJ Masks, Tuesday May 14, 2019
- Tupelo High School Graduation May 17, 2019
- Lee County Graduation May 18, 2019
- Nettleton High School Graduation May 18, 2019

Hunt updated on the Arena's goals for the current fiscal year. "\$14 million in economic impact, right now we are at \$8 million. Just as Kim said, we are half way through the year, so we are happy with that number. 250,000 attendees is our goal; we are at 154,000 attendees. Twenty conferences statewide or bigger; right now we are at twelve. 500 events annually; we are at 267. Twelve concerts for the year, we are at ten."



Old Business:

Expansion

Hunt showed the commission the sketches for the expansion, which features a VIP lounge, additional meeting spaces, a connector between the existing arena and conference center, and relocated exterior doors and box office. We are currently in the design development phase and are closely monitoring the project to ensure we come in under budget. We hope to advertise for construction bids in late June/Early July. We anticipate an 18 month construction schedule.

New Business: None to Report.

Beverage Approval

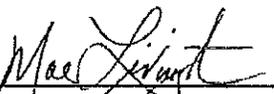
Chairman Reed asked for approval of beverages at Blue Suede Cruise. Commissioner Hayden made a motion to approve the sale of beverages for the events listed above. Commissioner West seconded the motion. All commissioners voted aye; the motion passed.

Approve Checks

Chairman Reed asked for a motion to approve the checks. Commissioner McCoy motioned to approve the checks. Commission McIntosh seconded the motion. All commissioners voted aye; the motion passed.

Adjournment

After no other business, Chairman Reed adjourned the meeting at 3:40 p.m.



Moe Livingston
Secretary



Scott Reed
Chairman

ORDINANCE AMENDING ORDINANCE ESTABLISHING STREET IMPROVEMENT PRIORITIES FOR THE MAJOR THOROUGHFARE PLAN PHASE VI

WHEREAS, the Ordinance Establishing Street Improvement Priorities for the Major Thoroughfare Plan Phase VI, enacted March 1, 2016, allows for the modification, amendment, revocation or superseding of the priorities of the plan by the city council following a duly noticed public hearing; and

WHEREAS, efficient and economic opportunities have arisen that will allow the necessary realignment of the major thoroughfares Lumpkin Avenue and Monument Drive at their intersections with West Main Street; and

WHEREAS, the Tupelo Major Thoroughfare Plan Citizens Lobbying and Oversight Committee has recommended this project be added to the priority list for Phase VI; and

WHEREAS, notice has been published in the Northeast Mississippi Daily Journal not less than fifteen (15) days prior to the public hearing conducted on June 4, 2019 at 6:00 p.m.; and

WHEREAS, the realignment will allow the elimination of the offset of two, three-way intersections located within fifty (50) feet of each other, improved two-way signalization and better traffic flow.

NOW, THEREFORE BE IT ORDAINED:

SECTION 1. The comments of the public hearing and prefatory matters above are incorporated by reference, and the City Council finds that it is in the best interest of public necessity and the Major Thoroughfare Plan Phase VI, that the Ordinance Establishing Street Improvement Priorities for the Major Thoroughfare Plan Phase VI be amended to add the **LUMPKIN AVENUE/WEST MAIN STREET/MONUMENT DRIVE REALIGNMENT PROJECT** as a priority allowable under Phase VI for scheduling, design, construction and implementation.

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

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

WHEREUPON, the foregoing Ordinance was declared, passed and adopted at a regular
meeting of the Council on this the 4TH day of JUNE, 2019

CITY OF TUPELO, MISSISSIPPI

Travis Beard
TRAVIS BEARD, City Council President

ATTEST:

Amanda Daniel
AMANDA DANIEL, Clerk of the Council

APPROVED:

Jason L. Shelton
JASON L. SHELTON, Mayor

June 5, 2019
DATE

Landace Duncan
Deputy Clerk
May 26, June 2, 9, 16, 2019

1440754

LEGAL NOTICE

**NOTICE OF PUBLIC HEARING
CITY OF
TUPALO, MISSISSIPPI**

A Public Hearing will be held by the Tupelo City Council to consider amendments to the ordinance Establishing Street Improvement Priorities for the Tupelo Major Thoroughfare Plan, Ordinance VI. The proposed amendment is for the purpose of extending to Madison Street the voter approved project widening West Jackson Street from Clayton Avenue to Robins Street, including Master Street intersection improvements. While not required by the ordinance, the Major Thoroughfare Plan Citizens Lobbying and Oversight Committee also seeks public input concerning exempting the project from the city's Complete Streets Policy established April 6, 2010 and relating overhead utilities to new overhead locations on private right-of-way instead of moving them underground on existing public right-of-way. The Public Hearing will be held in the Council Chambers on the second floor of City Hall, 71 East Troy Street, Tupelo, Mississippi at 4:00 p.m. on Monday, June 11, 2019.

WITNESS MY SIGNATURE THIS
21st DAY OF MAY, 2019
Jason L. Shelton
Mayor

1437884

**NOTICE OF PUBLIC HEARING
CITY OF TUPELO, MISSISSIPPI**

A Public Hearing will be held by the Tupelo City Council to consider amendment to the Ordinance Establishing Street Improvement Priorities for the Tupelo Major Thoroughfare Plan Phase VI. The proposed amendment is for the purpose of extending to Madison Street the voter approved project, West Jackson Street to Robins Street/Gloster Street intersection improvements.

While not required by the ordinance, the Major Thoroughfare Plan Citizens Lobbying and Oversight Committee also seeks public input concerning exempting the project from the city's Complete Streets Policy established April 6, 2010 and relocating overhead utilities to new overhead locations on private right of way instead of moving them underground on existing public right of way.

The Public Hearing will be held in the Council Chambers on the second floor of City Hall, 71 East Troy Street, Tupelo, Mississippi at 4:00 p.m. on Monday, June 17, 2019.

WITNESS MY SIGNATURE, THIS THE 31st DAY OF MAY, 2019.

Jason L. Shelton, MAYOR

PUBLISH BY: Saturday, June ~~1~~, 2019

JUNE 2

6/4/19
Reg Page 142, Awarded
(AP)

June 4, 2019

Mayor and City Council
71 East Troy Street
Tupelo, MS 38804

RE: Lumpkin Avenue Intersection Improvements

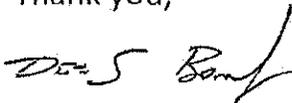
Attached are the Bid Tabulations for the above reference project. John White of Engineering Solutions, Inc. has reviewed the Bid Tabulations and recommends accepting the Low Bid from Phillips Contracting in the amount of \$539,158.73.

The Major Thoroughfare Committee approved accepting this bid at their meeting on May 13, 2019.

Based on their acceptance, I recommend you accept and approve this bid.

If you have any questions, please let me know.

Thank you,



Dennis Bonds, PE

City of Tupelo



May 10, 2019

T18-195

Major Thoroughfare Committee
City of Tupelo
71 East Troy Street
Tupelo, MS 38804
Attention: Dennis Bonds

RE: LUMPKIN AVENUE INTERSECTION IMPROVEMENTS

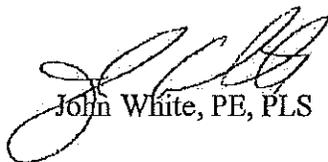
Following the receipt and opening of bids on the captioned project, we have checked and tabulated the bids. A copy of the Bid Tabulation is enclosed.

You will note that Phillips Contracting Co., Inc. of Columbus, MS, submitted the lowest bid in the amount of \$539,158.73.

The Engineers estimate was \$511,586.00. Based on these prices we recommend awarding the contract to the low bidder.

Those in attendance at the bid opening were:

- | | |
|----------------|-------------------------------|
| John White | Engineering Solutions, Inc. |
| Randy Hathcock | Engineering Solutions, Inc. |
| Terry Ausbern | Ausbern Construction Co. |
| Allen Tatum | Phillips Contracting Co., Inc |
| Randle Boyd | JM Duncan, Inc. |
| Dennis Bonds | City of Tupelo |
| Missy Shelton | City of Tupelo |
| Ben Logan | City of Tupelo |
| Don Lewis | City of Tupelo |


John White, PE, PLS

TABULATION OF L
 Lumpkin Intersection Improvements
 City of Tupelo, MS
 Project No. T18-195

BIDS RECEIVED				Engineer Estimate		Philips Contracting Co. Inc. PO Box 2069 Columbus, MS 39704		Ausbern Construction PO Drawer 329 Okolona, MS 38860		J.M. Duncan PO Box 1355 Ripley, MS 38863	
May 10, 2019 @ 10:00 am				Unit Costs	Item Total	Unit Costs	Item Total	Unit Costs	Item Total	Unit Costs	Item Total
Pay Item No.	Item	Quantity	Units								
1	Clearing and Grubbing	1.00	LS	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00
2	Removal of Retaining Wall	73.00	LF	\$30.00	\$2,190.00	\$100.00	\$7,300.00	\$50.00	\$3,650.00	\$75.00	\$5,475.00
3	Removal of Pavement, All Types	1893.00	SY	\$12.00	\$22,716.00	\$10.00	\$18,930.00	\$15.00	\$28,395.00	\$18.00	\$34,074.00
4	Removal of Curb & Gutter	663.00	LF	\$9.00	\$5,967.00	\$8.00	\$5,304.00	\$15.00	\$9,945.00	\$15.00	\$9,945.00
5	Removal of Postal Boxes/Mailboxes	1.00	EA	\$300.00	\$300.00	\$100.00	\$100.00	\$250.00	\$250.00	\$150.00	\$150.00
6	Borrow Excavation, AH, FME, Class B9	1933.00	CY	\$15.00	\$22,995.00	\$16.00	\$24,528.00	\$25.00	\$38,325.00	\$27.00	\$41,391.00
7	Unclassified Excavation, FM, AH	480.00	CY	\$10.00	\$4,800.00	\$12.00	\$5,760.00	\$8.00	\$3,840.00	\$20.00	\$9,600.00
8	Solid Sodding, All Types	150.00	SY	\$5.00	\$750.00	\$5.00	\$750.00	\$7.50	\$1,125.00	\$11.25	\$1,687.50
9	Watering	3.00	K GAL	\$20.00	\$60.00	\$47.00	\$141.00	\$100.00	\$300.00	\$22.50	\$67.50
10	Mowing	1.00	AC	\$500.00	\$500.00	\$600.00	\$600.00	\$500.00	\$500.00	\$565.00	\$565.00
11	Agricultural Limestone	1.70	TON	\$250.00	\$425.00	\$600.00	\$1,020.00	\$250.00	\$425.00	\$565.00	\$960.50
12	Commercial Fertilizer (13-13-13)	0.28	TON	\$500.00	\$140.00	\$1,030.00	\$288.40	\$600.00	\$224.00	\$845.00	\$238.80
13	Seeding	0.56	AC	\$1,400.00	\$784.00	\$4,500.00	\$840.00	\$1,500.00	\$840.00	\$2,250.00	\$1,260.00
14	Vegetative Material for Mulch	1.20	TON	\$500.00	\$900.00	\$550.00	\$660.00	\$300.00	\$360.00	\$450.00	\$540.00
15	Temporary Silt Fence	865.00	LF	\$5.00	\$3,325.00	\$3.50	\$2,327.50	\$4.00	\$2,660.00	\$5.65	\$3,757.25
16	Temporary Erosion Checks	10.00	EA	\$10.00	\$100.00	\$10.00	\$100.00	\$15.00	\$150.00	\$22.50	\$225.00
17	Select Borrow (PM) (No Shrinkage Allowed)	365.00	CY	\$15.00	\$5,475.00	\$16.00	\$5,840.00	\$30.00	\$10,950.00	\$30.00	\$10,950.00
18	Granular Material, Crushed Stone	272.00	CY	\$55.00	\$14,960.00	\$70.00	\$19,040.00	\$100.00	\$27,200.00	\$100.00	\$27,200.00
19	Hot Mix Asphalt, ST, 9.5-mm Mixture	258.00	TON	\$150.00	\$38,700.00	\$176.50	\$45,537.00	\$155.00	\$39,990.00	\$213.00	\$54,954.00
20	Hot Mix Asphalt, ST, 12.5-mm Mixture	104.00	TON	\$150.00	\$15,600.00	\$235.30	\$24,471.20	\$155.00	\$16,120.00	\$225.00	\$23,400.00
21	Hot Mix Asphalt, ST, 19-mm Mixture	247.00	TON	\$150.00	\$37,050.00	\$184.70	\$40,580.90	\$155.00	\$38,285.00	\$207.00	\$51,129.00
22	Cold Milling Of Bituminous Pavement, All Depths	2080.00	SY	\$10.00	\$20,800.00	\$9.00	\$18,720.00	\$8.50	\$17,680.00	\$10.20	\$21,216.00
23	Modify Existing Inlet, Per Plans	1.00	EA	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
24	Combination Curb and Gutter, All Types	775.00	LF	\$25.00	\$19,375.00	\$33.00	\$25,575.00	\$40.00	\$31,000.00	\$30.00	\$23,250.00
25	Concrete Curb, Header	55.00	LF	\$20.00	\$1,100.00	\$40.00	\$2,200.00	\$50.00	\$2,750.00	\$30.00	\$1,650.00
26	Adjustment of Utility Appurtenance	5.00	EA	\$500.00	\$2,500.00	\$1,000.00	\$5,000.00	\$500.00	\$2,500.00	\$1,000.00	\$5,000.00
27	Segmental Block Retaining Wall, 1'-4'-6" Height	35.00	LF	\$120.00	\$4,200.00	\$160.00	\$5,600.00	\$184.50	\$6,457.50	\$300.00	\$10,500.00
28	Guardrail	37.00	LF	\$125.00	\$4,625.00	\$250.00	\$9,250.00	\$140.00	\$5,180.00	\$200.00	\$7,400.00
29	Concrete Mow Strip	9.00	SY	\$50.00	\$450.00	\$190.00	\$1,710.00	\$170.00	\$1,530.00	\$130.00	\$1,170.00
30	Concrete Driveways	157.00	SY	\$65.00	\$10,205.00	\$70.00	\$10,990.00	\$75.00	\$11,775.00	\$75.00	\$11,775.00
31	Right-Of-Way Marker	4.00	EA	\$300.00	\$1,200.00	\$250.00	\$1,000.00	\$230.00	\$920.00	\$500.00	\$2,000.00
32	Maintenance of Traffic	1.00	LS	\$25,000.00	\$25,000.00	\$13,500.00	\$13,500.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00
33	Additional Construction Signs	1.00	SF	\$10.00	\$10.00	\$12.00	\$12.00	\$10.00	\$10.00	\$11.00	\$11.00
34	Standard Roadside Construction Signs, Less than 10 Square Feet	24.00	SF	\$8.00	\$192.00	\$12.00	\$288.00	\$10.00	\$240.00	\$11.00	\$264.00
35	Standard Roadside Construction Signs, 10 Square Feet or More	128.00	SF	\$8.00	\$1,024.00	\$12.00	\$1,536.00	\$10.00	\$1,280.00	\$11.00	\$1,408.00
36	Barricades, Type III, Single Faced	32.00	LF	\$15.00	\$480.00	\$35.00	\$1,120.00	\$30.00	\$960.00	\$33.00	\$1,056.00
37	Temporary Construction Fence	38.00	LF	\$15.00	\$570.00	\$10.00	\$380.00	\$25.00	\$950.00	\$30.00	\$1,140.00
38	Mobilization	1.00	LS	\$40,000.00	\$40,000.00	\$48,000.00	\$48,000.00	\$42,000.00	\$42,000.00	\$47,000.00	\$47,000.00
39	Roadway Construction Stakes	1.00	LS	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$17,550.00	\$17,550.00	\$16,000.00	\$16,000.00
40	Temporary Traffic Stripe, Skip Yellow	452.00	LF	\$0.35	\$158.20	\$1.20	\$542.40	\$1.00	\$452.00	\$1.10	\$497.20
41	Temporary Traffic Stripe, Skip White	948.00	LF	\$0.35	\$331.80	\$1.20	\$1,137.60	\$1.00	\$948.00	\$1.10	\$1,042.80
42	Temporary Traffic Stripe, Continuous White	2263.00	LF	\$0.35	\$800.80	\$1.20	\$2,745.60	\$1.00	\$2,288.00	\$1.10	\$2,516.80
43	Temporary Traffic Stripe, Continuous Yellow	1696.00	LF	\$0.35	\$593.60	\$1.20	\$2,035.20	\$1.00	\$1,696.00	\$1.10	\$1,865.60
44	Temporary Detail Stripe, Detail White	140.00	LF	\$0.35	\$49.00	\$1.20	\$168.00	\$1.00	\$140.00	\$1.10	\$154.00
45	Temporary Detail Stripe, Yellow	440.00	LF	\$0.35	\$154.00	\$1.20	\$528.00	\$1.00	\$440.00	\$1.10	\$484.00
46	Temporary Legend, White	352.00	SF	\$3.00	\$1,056.00	\$3.00	\$1,056.00	\$2.50	\$880.00	\$2.75	\$968.00
47	6" Thermoplastic Traffic Stripe, Skip Yellow	226.00	LF	\$0.50	\$113.00	\$2.40	\$542.40	\$2.00	\$452.00	\$2.20	\$497.20
48	6" Thermoplastic Traffic Stripe, Skip White	474.00	LF	\$0.50	\$237.00	\$2.40	\$1,137.60	\$2.00	\$948.00	\$2.20	\$1,042.80

APPENDIX O

APPENDIX O

49	6" Thermoplastic Edge Stripe, Continuous White	1144.00	LF	\$0.80	\$915.20	\$3.50	\$4,004.00	\$3.00	\$3,432.00	\$3.30	\$3,775.20
50	6" Thermoplastic Traffic Stripe, Continuous Yellow	848.00	LF	\$0.80	\$678.40	\$3.50	\$2,968.00	\$3.00	\$2,544.00	\$3.30	\$2,798.40
51	6" Thermoplastic Detail Stripe, White	70.00	LF	\$1.50	\$105.00	\$4.70	\$329.00	\$4.00	\$280.00	\$4.40	\$308.00
52	6" Thermoplastic Detail Stripe, Yellow	220.00	LF	\$1.50	\$330.00	\$4.70	\$1,034.00	\$4.00	\$880.00	\$4.40	\$968.00
53	Thermoplastic Legend, White	176.00	SF	\$9.00	\$1,408.00	\$12.00	\$2,112.00	\$10.00	\$1,760.00	\$11.00	\$1,936.00
54	Red-Clear Reflective High Performance Markers	15.00	EA	\$10.00	\$150.00	\$35.00	\$525.00	\$30.00	\$450.00	\$33.00	\$495.00
55	Two-Way Yellow Reflective High Performance Markers	30.00	EA	\$10.00	\$300.00	\$35.00	\$1,050.00	\$30.00	\$900.00	\$33.00	\$990.00
56	Removal of Existing Signal Items	1.00	LS	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$5,720.00	\$5,720.00
57	Traffic Signal Equipment Pole, Type III(L), 30' Shaft, 40' & 40' Arms	1.00	EA	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00	\$9,725.00	\$9,725.00
58	Traffic Signal Equipment Pole, Type III(L), 30' Shaft, 35' & 50' Arms	1.00	EA	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00	\$9,725.00	\$9,725.00
59	Pole Foundation, Class "B" Concrete	7.90	CY	\$1,000.00	\$7,900.00	\$1,200.00	\$9,480.00	\$1,000.00	\$7,900.00	\$1,150.00	\$9,085.00
60	Traffic Signal Heads, Type 1 LED	8.00	EA	\$900.00	\$7,200.00	\$1,030.00	\$8,240.00	\$876.00	\$7,008.00	\$1,000.00	\$8,000.00
61	Traffic Signal Heads, Type 2FYA LED	2.00	EA	\$1,500.00	\$3,000.00	\$1,760.00	\$3,520.00	\$1,496.00	\$2,992.00	\$1,710.00	\$3,420.00
62	Electric Cable (Underground In Conduit), IMSA 20-1, AWG #14, 8 Conductor	130.00	LF	\$6.00	\$780.00	\$2.64	\$343.20	\$2.25	\$292.50	\$2.60	\$338.00
63	Electric Cable (Aerial Supported In Conduit), IMSA 20-1, AWG #14, 8 Conductor	107.00	LF	\$5.00	\$535.00	\$2.64	\$282.48	\$2.25	\$240.75	\$2.60	\$278.20
64	Electric Cable (Underground In Conduit), IMSA 20-1, AWG #14, 10 Conductor	130.00	LF	\$8.00	\$1,040.00	\$3.25	\$422.50	\$2.75	\$357.50	\$3.15	\$409.50
65	Electric Cable (Aerial Supported In Conduit), IMSA 20-1, AWG #14, 10 Conductor	122.00	LF	\$7.00	\$854.00	\$3.25	\$396.50	\$2.75	\$335.50	\$3.15	\$384.30
66	Electric Cable (Underground In Conduit), IMSA 20-1, AWG #8, 3 Conductor	350.00	LF	\$5.00	\$1,750.00	\$4.10	\$1,435.00	\$3.50	\$1,225.00	\$4.00	\$1,400.00
67	Electric Cable (Underground In Conduit), IMSA 20-1, AWG #12, 3 Conductor	130.00	LF	\$3.00	\$390.00	\$3.25	\$422.50	\$2.50	\$325.00	\$2.90	\$377.13
68	Electric Cable (Aerial Supported In Conduit), IMSA 20-1, AWG #12, 3 Conductor	80.00	LF	\$3.00	\$240.00	\$3.25	\$260.00	\$2.50	\$200.00	\$2.90	\$232.00
69	Traffic Signal Conduit, Underground, Type 4, 2"	8.00	LF	\$10.00	\$80.00	\$15.00	\$120.00	\$12.00	\$96.00	\$14.00	\$112.00
70	Traffic Signal Conduit, Underground, Type 4, 3"	20.00	LF	\$20.00	\$400.00	\$16.50	\$330.00	\$14.00	\$280.00	\$16.00	\$320.00
71	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"	30.00	LF	\$22.00	\$660.00	\$20.00	\$600.00	\$17.00	\$510.00	\$20.00	\$600.00
72	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"	197.00	LF	\$22.00	\$4,334.00	\$22.00	\$4,334.00	\$18.00	\$3,546.00	\$20.60	\$4,058.20
73	Pullboxes (Type 2)	1.00	EA	\$750.00	\$750.00	\$1,200.00	\$1,200.00	\$950.00	\$950.00	\$1,100.00	\$1,100.00
74	Pullboxes (Type 3)	1.00	EA	\$1,000.00	\$1,000.00	\$1,350.00	\$1,350.00	\$1,150.00	\$1,150.00	\$1,315.00	\$1,315.00
75	Optical Detector	4.00	EA	\$1,000.00	\$4,000.00	\$900.00	\$3,600.00	\$770.00	\$3,080.00	\$880.00	\$3,520.00
76	Multimode Phase Selector	1.00	EA	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$3,439.00	\$3,439.00	\$3,935.00	\$3,935.00
77	Optical Detector Cable	500.00	LF	\$3.00	\$1,500.00	\$2.35	\$1,175.00	\$2.00	\$1,000.00	\$2.30	\$1,150.00
78	Multi-Sensor Vehicle Detection Sensor	2.00	EA	\$12,500.00	\$25,000.00	\$16,500.00	\$33,000.00	\$13,900.00	\$27,800.00	\$15,800.00	\$31,600.00
79	Solid State Traffic Cabinet Assembly, Type 3 Cabinet, Type 1 Controller	1.00	EA	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$21,000.00	\$21,000.00	\$24,025.00	\$24,025.00
80	Video Vehicle Detection Sensor, Type 1	2.00	EA	\$12,500.00	\$25,000.00	\$6,200.00	\$16,400.00	\$7,000.00	\$14,000.00	\$8,010.00	\$16,020.00
81	Video Vehicle Detection Cable	250.00	LF	\$5.00	\$1,250.00	\$2.35	\$587.50	\$2.00	\$500.00	\$2.30	\$575.00
82	Multi-Sensor Vehicle Detection Cable	275.00	LF	\$5.00	\$1,375.00	\$2.35	\$646.25	\$2.50	\$687.50	\$2.30	\$632.50

Total Base Bid \$511,586.00 \$539,158.73 \$555,721.25 \$636,503.18

PUBLIC NOTICE

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

Pursuant to the Miss. Code Anno. §21-17-9 in lieu of the full text being printed, the following explanatory statement summarizes the substance of the ordinance. A copy of the full-text of the ordinance has been posted (a) on the first floor of City Hall at 71 East Troy Street, Tupelo, Mississippi 38804, (b) the Lee County Library at 219 North Madison Street, Tupelo, MS 38804, (c) the first floor of the Lee County Justice Center at 200 West Jefferson Street, Tupelo, MS 38804. Any resident may request a copy of the full text of the ordinance from City Clerk Kim Hanna on the 2nd floor of City Hall at 71 East Troy St., Tupelo, MS 38804.

SUMMARY

The above-titled ordinance amends the schedule of rules and fees for utility services as follows:

Amends Service Practice Standards to provide credit or interest to be paid on customer deposits; updates procedures for transferring utility service to a different address; establishes specific times for cutoff and service charges; establishes penalty for tampering with AMI water/electric meters; requires corrections or adjustments to be approved by city council; lists the type of billing adjustments allowed and procedures for allowance; updates customer deposits on transfer of accounts to current deposit amounts

This notice of the City of Tupelo, this the 4th day of June, 2019.



Kim Hanna
Kim Hanna, CFO/City Clerk

Month June Date 4th, 2019

ORDINANCE

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

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

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

WHEREAS, the City Council met at its regularly scheduled meeting on June 4, 2019 to review and consider information compiled by the City of Tupelo Water and Light Department demonstrating the need for establishing updated Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service set forth above and attached hereto; and

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

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

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

Section 1. The Code of Ordinances of the City of Tupelo, Mississippi, Chapter 26 - Utilities, Article III - Rates, Section 26-126 - Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service (effective date January 17, 2017) shall be amended by replacing the existing service practice standards with Exhibit "A" as attached hereto, hereby fixing and establishing the amended service practice standards.

Section 2. The Code of Ordinances of the City of Tupelo, Mississippi, Chapter 26 - Utilities, Article III - Rates, Section 26-126 - Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service as hereby amended shall become effective July 5, 2019.

Section 3. The Clerk of the Council is hereby directed to cause a copy of this amendatory ordinance to be published one time in the Northeast Mississippi Daily Journal.

The foregoing Ordinance was proposed in a motion by Council Member Mike Bryan, seconded by Council Member Lynn Bryan, and, after

discussion, no Council Member having called for a reading, was brought to a vote as follows:

Council Member Markel Whittington	<u>ABSENT</u>
Council Member Lynn Bryan	<u>AYE</u>
Council Member Travis Beard	<u>AYE</u>
Council Member Nettie Davis	<u>AYE</u>
Council Member Buddy Palmer	<u>AYE</u>
Council Member Mike Bryan	<u>AYE</u>
Council Member Willie Jennings	<u>ABSENT</u>

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance has been passed and adopted on this the 4TH day of June, 2019.

CITY OF TUPELO, MISSISSIPPI

BY:

Travis Beard
President

ATTEST:

Amanda Daniel
Amanda Daniel, Clerk of the Council

APPROVED:

Jason Shelton
Jason Shelton, Mayor

June 5, 2019

DATE

ATTEST:

Kim Hanna
Kim Hanna, City Clerk

EXHIBIT A

CITY OF TUPELO WATER & LIGHT DEPARTMENT

SERVICE PRACTICE STANDARDS

SCHEDULE OF RULES, REGULATIONS AND FEES FOR UTILITY SERVICE

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

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

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

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

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

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

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

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

installation, wiring or appliances, or from violation of the City's rules and regulations or from accidents which may occur upon consumer's premises.

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

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

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

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

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

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

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

After the deposit is paid in full, interest will accrue annually on a deposit greater than one month's average bill held longer than twelve months at the passbook interest rate earned by Tupelo Water

& Light Department. The deposit accrued interest will be credited to the customer's bills every year of the utility service on a yearly basis. The deposit balance and accrued interest is subject to review by all customers of Tupelo Water & Light Department upon request.

3. **POINT OF DELIVERY**: The point of delivery for electricity is the point, as designated by Tupelo Water & Light Department, on the customer's premises where current is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be maintained by the customer. The point of delivery for water service shall be the customer side of the water meter. The point of service delivery for sewer shall be the sewer tap on the city sewer main.

4. **CUSTOMER'S WIRING STANDARDS**: All of the customer's wiring must conform to municipal requirements and accepted modern standards, including the requirements of the National Electrical Safety Code, the National Electric Code, and the City Electric Code.

5. **INSPECTIONS**: The Tupelo Water & Light Department shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced, or at any later time, and reserves the right to reject any wiring of appliances not in accordance with the Tupelo Water & Light Department's standards, but such inspection or failure to inspect or reject shall not render the City of Tupelo liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Tupelo Water & Light Department's rules, or from accidents which may occur upon customer's premises.

6. **UNDERGROUND SERVICE LINES**: Customers desiring underground electric service lines from Tupelo Water & Light Department's overhead power service system must bear the expense thereof. Specifications and terms for such construction will be furnished by the Tupelo Water & Light Department.

7. **CUSTOMER'S RESPONSIBILITY FOR WATER & LIGHT DEPARTMENT'S PROPERTY**: All meters, service connections and other equipment furnished by Tupelo Water & Light Department shall be, and remain, the property of Tupelo Water & Light Department on its premises. In the event of loss or damage to Tupelo Water & Light Department's property, arising from neglect of customer to care for same, the cost of necessary repairs or replacements shall be paid by customer.

8. **RIGHT OF ACCESS**: The Tupelo Water & Light Department's identified employee shall have access to customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing or exchanging any or all equipment belonging to Tupelo Water & Light Department.

9. **BILLING**: Utility bills will be rendered monthly and shall be paid within fifteen (15) days from the date of bill for residential customers, and within ten (10) days for general power (commercial and industrial) customers at the Tupelo Water & Light Department Collection Office located at 333 Court Street, Tupelo, Mississippi. Failure to receive a bill will not release Customer from payment obligation. If the bill is not paid on time, the Tupelo Water & Light Department may at any time thereafter discontinue service. Bills paid on or before the final date of payment shall be payable at the net rates, which is the gross less late penalty (general power accounts only) but

thereafter the gross rates shall apply, as provided in SCHEDULE OF RATES AND CHARGES. Bills that are paid after the "Discount Date" on the billing statement provided shall be subject to an additional charge of 5%. The Tupelo Water & Light Department will post all payments on the same day they are received. All payments made after the due date on the bill will be assessed a 5% penalty. Should the final date for payment of the bill fall on a weekend or holiday, the next business day following the final date will be held as a day for grace for delivery of payment.

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

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

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

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

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

13. **TERMINATION OF SERVICE:** The Tupelo Water & Light Department may discontinue service for the violation of any of its Schedule of Rules and Regulations or of the Schedule of Rates and Charges. The Tupelo Water & Light Department may also discontinue service to customer for the theft of services or the appearance of theft devices on the premises of customer, for safety or to be compliant with any State of Mississippi or City of Tupelo regulations that require disconnection for safety reasons. Any and all electrical and water services will be discontinued to customers with past due accounts except as provided in this rule. Payment in full (including late fee charges or service charges) will be required before service is restored. An additional deposit

amount may also be required. The termination of service by Tupelo Water & Light Department for any reason stated in this rule does not release the customer from the obligation for any amount due to Tupelo Water & Light Department, including the payment of minimum bills as specified in contracts.

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

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

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

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

REQUEST FOR MEDICAL WAIVER

TUPELO WATER & LIGHT DEPARTMENT

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

CUSTOMER CERTIFICATION: (To be completed by customer)

Customer Name: _____ Account No: _____

Customer Address: _____

City, ST, Zip: _____

Home Phone: _____ Business Phone: _____

Household member(s) with Medical Emergency _____

Relationship to Customer: _____

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

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

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

Signature of Resident or Legal Guardian: _____

Date _____

**MEDICAL VERIFICATION: (To be completed and signed by a licensed physician)
A phone number is required so we may contact you for potential clarification and/or verification.**

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

Duration of Medical Emergency: _____
(Maximum 30 days)

Physician Signature: _____ Date: _____

Business Name: _____

Phone: _____

Business Address: _____

City, State, Zip: _____

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

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

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

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

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

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

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

20. **NON-STANDARD SERVICE**: The customer shall pay the cost of any special installation necessary to meet his or her particular requirements for service other than one standard voltage, or for the supply of closer voltage regulation than required by standard practice. The Tupelo Water & Light Department may, at its discretion, provide and install the additional facilities on a fixed monthly rental basis in lieu of payment of cost by the customer.

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

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

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

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

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

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

27. **TAMPERING WITH METERS**: If Tupelo Water & Light Department finds that there is reasonable ground for believing that any meter or meters intended to measure or register the quantity of water, electric light or power has been tampered with as to alter the measured usage or that any electric seal is broken, *or communication device on an AMI water or electric meter is broken, cut or damaged*, a minimum administrative fee of one hundred dollars (\$100.00) will be assessed the meter holder. The customer may be prosecuted in municipal court notwithstanding the administrative fee.

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

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

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

- *Erroneous readings (over/under) which were made by human error*
- *VOIDS and rebills*
- *Services auto billed (situations where the system automatically voids the whole bill of each service and automatically rebills those services previously voided)*
- *Keying errors (which include wrong information entered for the meter data, such as the number of digits entered being one too few/many which causes the meter to flip)*

- Adjustments to sewer for water leaks in accordance with the catastrophic leak policy
- Adjustments made due to electric or water meter malfunctions (i.e. dead meters)
- Estimations due to meters being unable to read or prevented from getting a reading (i.e. locked gates, aggressive dogs or something covering the meter)

All adjustments must have documentation should any questions arise. As an added measure of oversight, TVA regulatory analysts perform monitoring visits as well as compliance evaluations. In addition, the CSA billing team randomly selects and tests adjustments each billing cycle to ensure adjustments are valid and customers are billed correctly. CSA will contact Tupelo Water and Light if they find an adjustment not entered correctly. Tupelo Water & Light Billing and Collections Office also has an internal system in place to check the daily adjustments report against the adjustment vouchers to ensure no improper adjustments have been made.

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

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

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

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

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

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

33. **CUSTOMERS WITH SEVERE HEALTH ISSUES:** Special attention shall be given to customers with severe health issues when there is a power failure. All efforts shall be made to restore their services in a timely manner when such a failure occurs. Customers with medical devices powered by electricity shall provide Tupelo Water & Light Department with a letter from their medical doctor or nurse practitioner stating that their medical condition "requires electric current for the operation of said device". Customers with severe health issues may file a "Request for Medical Waiver" form requesting an extension up to thirty (30) days. Tupelo Water & Light Department will only grant this postponement for termination of service two (2) times in a twelve (12) month period. Customers with valid letters or "Request for Medical Waiver" forms from their physicians shall not be relieved from their obligation to pay their monthly utility bill in a timely manner.

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

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

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

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

A collection letter (letter 1) shall be mailed to the customer thirty (30) days following the disconnection date for non-payment. A second collection letter (letter 2) shall be mailed thirty (30) days from the date of the first collection letter (letter 1) if the account remains unpaid. Thirty (30) days following the second collection letter (letter 2), a third collection letter (letter 3) shall be mailed to the customer. Letter 3 will inform the customer of all additional charges and collection fees, and will be given notice that the account will be submitted to a Collection Agency if the account is not paid within thirty (30) days of the date of this letter.

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

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

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

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

See Appendix B

Appendix A

SCHEDULE OF RATES, CHARGES AND FEES**The following Schedule of Customer Service Charges is hereby fixed and established:**

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

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

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

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

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

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

Minimum Commercial Deposits are as follows:

Electric	Two (2) times the average usage.	Water 1" – Temp	\$250.00 (Fire Plug)
Water	\$150.00	Water 2" – Temp	\$500.00 (Fire Plug)

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

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

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

**Water Connection & Tap Charges
Inside City Limits**

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
¾"	\$875.00	\$1,540.00
1"	\$1,075.00	\$1,650.00
1 ½"	\$2,550.00	\$3,125.00
2"	\$3,125.00	\$3,700.00
3" and Larger	**	**

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

**Water Connection & Tap Charges
Outside City Limits**

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
¾"	\$1,050.00	\$1,750.00
1"	\$1,300.00	\$2,000.00
1 ½"	\$3,075.00	\$3,775.00
2"	\$3,750.00	\$4,450.00
3" and Larger	**	**

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

**Sewer Service Connection Charges
Inside City Limits**

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

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

**Sewer Service Connection Charges
Outside City Limits**

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

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

Meter Installation Charges In Developments

<u>Inside City Limits</u>		<u>Outside City Limits</u>	
<u>Size</u>	<u>Cost</u>	<u>Size</u>	<u>Cost</u>
3/4"	\$450.00	3/4"	\$550.00
1"	\$525.00	1"	\$675.00

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

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

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

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

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
6" x 6"	\$3,300.00	\$4,000.00
8" x 6"	\$3,500.00	\$4,200.00

8" x 8" \$3,900.00 \$4,600.00

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

Fire Protection Fees

<u>Size</u>	<u>Monthly Charges</u>
4"	\$10.00
6"	\$15.00
8"	\$30.00
10"	\$60.00
12"	\$100.00

*NOTE: Tupelo Water & Light Department will review the rates, charges and fees annually on or before the beginning of each calendar year.

Appendix B

Tupelo Water & Light Interconnection, Metering and Parallel Operation Agreement

1. **Scope of Agreement:** Tupelo Water & Light Department and the Interconnection Customer agree that one or more generations systems and all related interconnection equipment (as described in the application and referred to as "Qualifying System" located at interconnection Customer's current metered location with gross power rating of _____ kW and to be interconnected at _____ kV may be interconnected to Tupelo Water & Light Department's electric power distribution system in accordance with the terms and conditions of this Agreement. Execution of this Agreement allows the Interconnection Customer to proceed with procurement and installation of the system but Interconnection Customer is not allowed to proceed with parallel operation until Tupelo Water & Light Department has received a completed certification of Completion, Tupelo Water & Light Department has conducted an onsite review and witnessed any required commissioning test or waived such test, and has given Interconnection Customer written authorization to proceed with parallel operation.

2. **Establishment of Point of Interconnection:** The point where the electric first leaves the wires or facilities owned by Tupelo Water & Light Department and enters the wires or facilities provided by Interconnection Customer is the "Point of Interconnection." Tupelo Water & Light Department and Interconnection Customer agree to interconnect the "Qualifying System" at the point of Interconnection in accordance with this Agreement, Tupelo Water & Light Department's rules, regulations, policies and rates, WHICH ARE INCORPORATED HEREIN BY REFERENCE, and the Interconnection Customer and the Qualifying System shall comply with Tupelo Water & Light Department's Distributed Generation Interconnection Procedures.

3. **General Responsibilities of the Parties:**
 - 3.1 Tupelo Water & Light has reviewed the proposed Qualifying system as described in the attached Application for compliance with Tupelo Water & Light Department's Distribution Generation Interconnection Procedures and approved the Qualifying System for interconnection based on one of the following conditions:
 - 3.1.1. The Qualifying System has been reviewed by Tupelo Water & Light Department based on the applicable codes and standards and has passed any applicable screening process in the Tupelo Water & Light Department's Distributed Interconnection Procedures, or;
 - 3.1.2. Tupelo Water & Light Department, in agreement with Interconnection customer, has conducted additional engineering evaluations or detailed impact studies at Interconnection Customer's expense, and any necessary System upgrades or changes identified by these additional studies have been implemented and Interconnection Customer has paid for such upgrades or changes where necessary.

 - 3.2 Interconnection customer shall comply with all applicable laws, regulations, zoning codes, building codes, safety rules, and environmental restrictions, including the latest version of the National Electric Code, and codes issued by Underwriters Laboratories (UL), the Institute of Electrical and Electronics Engineers (IEEE), and the American National

Standards Institute (ANSI), that are applicable to the design, installation, operation, and maintenance of its Qualifying System.

3.3 Tupelo Water & Light Department shall, at Interconnection Customer's expense, provide and install such meters and related facilities (Metering Installation) as in Tupelo Water & Light Department's judgment are needed to measure the electrical output from qualifying System. Thereafter, Tupelo Water & Light Department shall, at Interconnection Customer's expense, test, calibrate, operate, maintain, and if necessary, replace the meter(s) in the Metering Installation. The Metering Installation shall conform to applicable industry standards and shall be for Tupelo Water & Light Department's exclusive use and control unless otherwise agreed by the Parties. If the Interconnection Customer is selling the power output of the Qualifying System to a third party, the Interconnection Customer shall notify Tupelo Water & Light Department of any metering requirements of the power purchaser, any cost of which shall be borne by the Interconnection customer.

3.4 The Interconnection Customer shall provide the City of Tupelo building code official inspection and certification of installation forms to Tupelo Water & Light Department. The certification shall reflect that City of Tupelo Code Official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

AFFIDAVIT OF POSTING NOTICE

I, Amanda Daniel, have this day, June 19, 2019 placed in the following locations in the City of Tupelo, Lee County, Mississippi, the Ordinance Amending All Previous Ordinances Establishing Schedule of Rules and Fees For Utility Services Furnished To Consumers Of The City of Tupelo

1. City of Tupelo City Hall, Front Lobby
71 East Troy Street
Tupelo, MS 38804
2. Lee County Library
219 Madison St.
Tupelo, MS 38804
3. Lee County Justice Center
200 West Jefferson St.
Tupelo, MS 38804

Amanda Daniel
AMANDA DANIEL
Council Clerk
Office of the City Council
City of Tupelo, Mississippi

