

TUPELO CITY COUNCIL MEETING AGENDA
JANUARY 2, 2018
6:00 P.M.

<u>INVOCATION:</u>	PRESIDENT MARKEL WHITTINGTON
<u>PLEDGE OF ALLEGIANCE:</u>	COUNCILMAN TRAVIS BEARD
<u>CALL TO ORDER:</u>	PRESIDENT MARKEL WHITTINGTON

CONFIRMATION OR AMENDMENT OF AGENDA AND AGENDA ORDER

4. PROCLAMATIONS, RECOGNITIONS, AND REPORTS AGENDA

- | | | |
|----|-----|--|
| JS | 4.1 | RECOGNITION OF BOY/GIRL SCOUTS |
| JS | 4.2 | RECOGNITION OF CITY EMPLOYEES |
| JS | 4.3 | RECOGNITION OF TUPELO POLICE OFFICERS
FOR LIFE SAVING EFFORTS |
| | 4.4 | PUBLIC RECOGNITIONS |
| JS | 4.5 | MAYOR'S REPORT |

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

5. PUBLIC AGENDA

- | | |
|------|--|
| 5.1 | PUBLIC HEARINGS |
| 5.1A | PUBLIC HEARING REGARDING DEMOLITION OF
PROPERTIES |
| 5.1B | PUBLIC HEARING REGARDING LOT MOWING OF
PROPERTIES |
| 5.2 | CITIZEN HEARINGS |
| 5.2A | MATTER REGARDING 114 NORTH BROADWAY
RENOVATION – MR. VASILIOS “VOZ” KAPENEKOS |

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

6. ACTION AGENDA

- | | |
|-----|---|
| 6.1 | REVIEW/APPROVE/REJECT TA17-02 A, AMENDMENTS
TO DEVELOPMENT CODE CONGREGATE LIVING
PROVISIONS (ORIGINALLY TABLED DECEMBER 5, 2017) |
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TUPELO CITY COUNCIL MEETING AGENDA

JANUARY 2, 2017

6:00 P.M.

7. ROUTINE AGENDA

- | | | |
|----|-----|--|
| | 7.1 | REVIEW/APPROVE/REJECT MINUTES OF THE
DECEMBER 19, 2017 REGULAR COUNCIL MEETING |
| KH | 7.2 | REVIEW/APPROVE/REJECT ADVERTISING AND
PROMOTIONAL EXPENSES |
| KH | 7.3 | REVIEW/PAY BILLS |
| SH | 7.4 | REVIEW/APPROVE/REJECT FINAL DEMOLITION LIST |
| SH | 7.5 | REVIEW/APPROVE REJECT FINAL LOT MOWING LIST |
| MW | 7.6 | REVIEW/APPROVE/REJECT CONSTRUCTION OF TURN
LANES ON BELDEN ENDVILLE ROAD BASED ON COST
ESTIMATES PROVIDED BY DEPARTMENT OF
DEVELOPMENT SERVICES |
| BA | 7.7 | REVIEW/APPROVE/REJECT SOLE SOURCE PURCHASE
OF TASERS FOR THE POLICE DEPARTMENT |
| TH | 7.8 | REVIEW/ACCEPT/REJECT MINUTES OF THE NOVEMBER
20, 2017 TUPELO COLISEUM COMMISSION MEETING |
| AF | 7.9 | REVIEW/APPROVE/REJECT THE FOLLOWING ANNUAL
SPORTS COUNCIL CONTRACTS: |
| | (A) | BETWEEN CITY OF TUPELO AND NORTHEAST
MISSISSIPPI UMPIRE ASSOCIATION |
| | (B) | BETWEEN CITY OF TUPELO AND THE TUPELO
SOFTBALL ASSOCIATION |
| | (C) | BETWEEN CITY OF TUPELO AND TUPELO FRIENDS
OF THE PARK AGREEMENT |
| | (D) | BETWEEN THE CITY OF TUPELO AND TUPELO
AQUATIC GROUP |
| | (E) | BETWEEN THE CITY OF TUPELO AND TUPELO
YOUTH SOCCER ASSOCIATION |

TUPELO CITY COUNCIL MEETING AGENDA

JANUARY 2, 2017

6:00 P.M.

- (F) BETWEEN THE CITY OF TUPELO AND TUPELO YOUTH BASEBALL ASSOCIATION
- (G) BETWEEN THE CITY OF TUPELO AND THE VETERANS COUNCIL
- (H) BETWEEN THE CITY OF TUPELO AND TUPELO FOURTH OF JULY CELEBRATION ASSOCIATION
- (I) BETWEEN THE CITY OF TUPELO AND THE TUPELO DISC GOLF ASSOCIATION
- (J) BETWEEN THE CITY OF TUPELO AND THE TUPELO THERAPEUTIC RECREATION ASSOCIATION

NOTE: A COPY OF EACH CONTRACT IS LOCATED
IN THE COUNCIL CLERK'S OFFICE

- | | | |
|----|------|--|
| BL | 7.10 | REVIEW/RATIFY/REJECT CONTRACT OF PURCHASE –
922 LAWDALE DRIVE (PRESIDENT'S GATE) |
| BL | 7.11 | REVIEW/RATIFY/REJECT LAND EXCHANGE AGREEMENT
(1600 SOUTH GREEN AND 805 WEST JACKSON) |
| BL | 7.12 | REVIEW/RATIFY/REJECT ROAD DEDICATION
AGREEMENT (WEST MAIN AND LUMPKIN) |
| JT | 7.13 | REVIEW/APPROVE/REJECT SRF LOAN AGREEMENT FOR
REHAB OF FIVE (5) SEWER LIFT STATIONS |
| JT | 7.14 | REVIEW/APPROVE/REJECT A PROFESSIONAL SERVICES
AGREEMENT BETWEEN CITY OF TUPELO AND COOK
COGGINS FOR FY17 WASTE WATER COLLECTION
IMPROVEMENTS (REHAB OF SEWER LIFT STATIONS) |
| CW | 7.15 | REVIEW/APPROVE/REJECT CHANGE ORDER FOR THE
PRAIRIE COVE/FROG MEADOW STREET IMPROVEMENT
PROJECT |

8. STUDY AGENDA

NO ITEMS

9. EXECUTIVE SESSION

10. ADJOURNMENT

4.4

Amanda Daniel

From: Bart Aguirre
Sent: Thursday, December 28, 2017 12:13 PM
To: Amanda Daniel
Cc: Don Lewis
Subject: Council Agenda Request

Please consider allowing me to recognize three of my officers for their life saving efforts on December 19, 2017 at our next council meeting on January 2, 2018. The three officers who will be recognized are Sgt. Walter Wilkerson, Officer Brittney Williams and Officer Josh Miller. Chief Thomas Walker will also recognize these officers a present them with the Fire Department's Life Saving Ribbon.

Bart Aguirre
Chief of Police
Tupelo Police Department
400 N. Front Street
Tupelo, MS 38804
Phone (662) 841-6402 fax (662) 690-6337





5.1A

Memorandum

Debra Byrd, Code Enforcement Manager

Date:

To: Pat Falkner
Shane Hooper

Subject: Demolition for Council Meeting

I have listed below and will forward a copy of the Public Hearing Notice and Exhibit A evidence for each which I would like for the City Council to consider for declaring a hazard to the health and safety of the general public on January 2, 2018, during its regularly scheduled meeting.

Due diligence has been done for these cases. It is my sincere wish that the City Council will find these properties to be hazards and award permission for the lowest and best bidder to demolish the structures and invoice the owner and place a lien on the properties if the owners do not pay for the demolitions. A copy of the entire case file including all pictures will be made available for the Council Agenda Review. I will attend the Agenda Review to answer any questions.

I am also requesting that these demolitions be paid for from the Revitalization Fund.

Thanks,

Debra

<u>REF</u>	<u>PARCEL</u>	<u>LOCATION</u>	<u>OWNERS NAME</u>
21200	089P-31-144-00	607 S. CHURCH ST.	DENISE & LARRY PRATT
22575	089B-30-015-00	1309 N. GREEN ST.	CLARENCE PARKS
20214	089F-30-069-00	433 WALKER ST.	STELLA JOHNSON
20213	089F-30-070-00	435 WALKER ST.	BETTY EDWARDS
21180	106D-13-052-00	3303 S. GREEN ST	BILLY CONAWAY
21409	089K-31-062-00	425 N. BROADWAY	MURRAY PERKINS
22577	089B-30-012-00	1409 N. GREEN ST.	FLORENCE REESE

cc: Amanda Daniel, Clerk of the Council

5.1B

Preliminary Lot Mowing Report for JANUARY 02, 2017

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	23806	088N3314501	1218 E MAIN ST	MORAN FOODS INC	100 CORPORATE OFFICE DRIVE	EARTH CITY, MO 63045	JLS
2.	23834	106H1301101	S GLOSTER ST	WINDHAM WILLIAM	1008 HARRISON	TUPELO, MS 38801	JLS
3.	23849	077G2501700	1300 BIENVILLE ST	MCGREGOR JEANNETTE W &	1300 BIENVILLE	TUPELO, MS 38801	SB
4.	23850	077R3606700	1227 BOGGAN DR	CABRAL LUIS (DECEASED)	2512 PATTERSON DR	TUPELO, MS 38801	DJ
5.	23851	089F3031900	203 W BARNES ST	GARDNER WILLIAM	206 REA ST	TUPELO, MS 38804	DJ
6.	23852	113E0601200	831 S GLOSTER ST	DODGE FAMILY LTD PARTNERSHIP	P O BOX 1688	TUPELO, MS 38802	DJ
7.	23853	112A0407100	406 LAKE ST	MUNN JOHN	109 NORTH WISHBONE TRAIL	SALTILLO, MS 38866	JLS

5.2A



CITY OF TUPELO
CITIZEN HEARING REQUEST
COUNCIL CLERK, 662.840-2578 FAX 662.840-2075

Any citizen of the City, business owner or property owner within the City may request that a matter be placed on the agenda for the purpose of bringing the matter before the City Council for subsequent Council action provided that he or she submits a written and signed request to the Council President or the Mayor describing the nature of his or her request. Such request must be received before 5:00 P.M. on Thursday prior to the next scheduled Council meeting. The presentation of a citizen's request shall be limited to (5) minutes.

Name: Vasilios "VOZ" KAPENEKAS Phone: 662-523-8514

Street Address: 114 N. BROADWAY

City, state, zip: Tupelo, MS. 38804

BUSINESS OWNER:
Business Name: Vasilios KAPENEKAS email: VOZ@Vanellis.com

PROPERTY OWNER:
Address: SAME

PLEASE DESCRIBE THE NATURE OF YOUR REQUEST:

SEE LETTER

SIGNATURE: Vasilios Kapenekas

Forms may be faxed to the Council Clerk's office, 662.840-2075 or scanned and emailed to amanda.daniel@tupeloms.gov. Forms must be signed and returned to the Council office by the agenda deadline.

REPLACEMENT AND RENOVATION OF GLASS AND OFFICE FRONT ON 114 N BROADWAY

12.19.17

ISSUE: As more people are attracted to visit the "revitalized" Downtown District, sidewalk traffic is increasing. As a convenience for pedestrians we placed benches in front of our Bistro and office as other businesses have done. About a month ago, we found one of the plate-glass pane windows at the office was cracked.

The next day I contacted Mrs. Debbie Brandenburg, told her what had occurred, and how I would like to fix it. She asked me to provide a sketch of what I was proposing.

I found a contractor to look at the window. We discussed ways to properly fix the windows, improve the appearance and safety of the building, so that this would not happen again. He put tape over the crack to secure the glass and told me he could do the work within that week, he just needed a permit to begin.

After discussing how to repair the windows and best protect the office front, he drew up a sketch. I presented the sketch to Mrs. Brandenburg. She stated, she would need to show the sketch to her board and would get back with me. The board approved the plan with a couple of minor changes to our design. They would need a list of materials, but most troubling was they insisted we re-install the same size single pane sheet glass windows as was previously there.

CONCERN: I was concerned if we replaced the windows as is, the problem would remain and could cause serious injury.

I modified the plans and re-submitted them to Mrs. Brandenburg. She remained firm, stating once again that the design committee would not accept the design and the problem was "out of her control."

I re-mentioned my concerns about the safety of that large amount of single pane glass and it made little sense to replace them exactly as was. I proposed to install windows that were not large single panes of glass; somewhat smaller and a little higher off the street.

In the meantime, I contacted Marilyn Vail in the "planning department" she said that they needed approval from the Downtown Committee before they were able to provide a permit. She was sorry, but "there was nothing she could do".

2nd CRACKED WINDOW: A couple of days ago I noticed a second glass pane had been cracked and I became extremely concerned. I asked Ken Calloway who works in our office, to look back at footage from the cameras we installed out front of the office. We saw many people were using the benches throughout the day and night.

People "especially at night" who were attending shows at the Lyric Theatre were using the benches to sit and wait for the theater to open, having conversations or waiting on rides after the show. Also, we saw many Kids having fun, hanging out, congregating in groups, milling around, doing photoshoots, eating at Crave, just having a good time.

We noticed it was very common for people to "innocently lean back" resting on the glass-paned windows. We think this is how the glass was cracked and became extremely concerned it could have broken completely, causing serious injury.

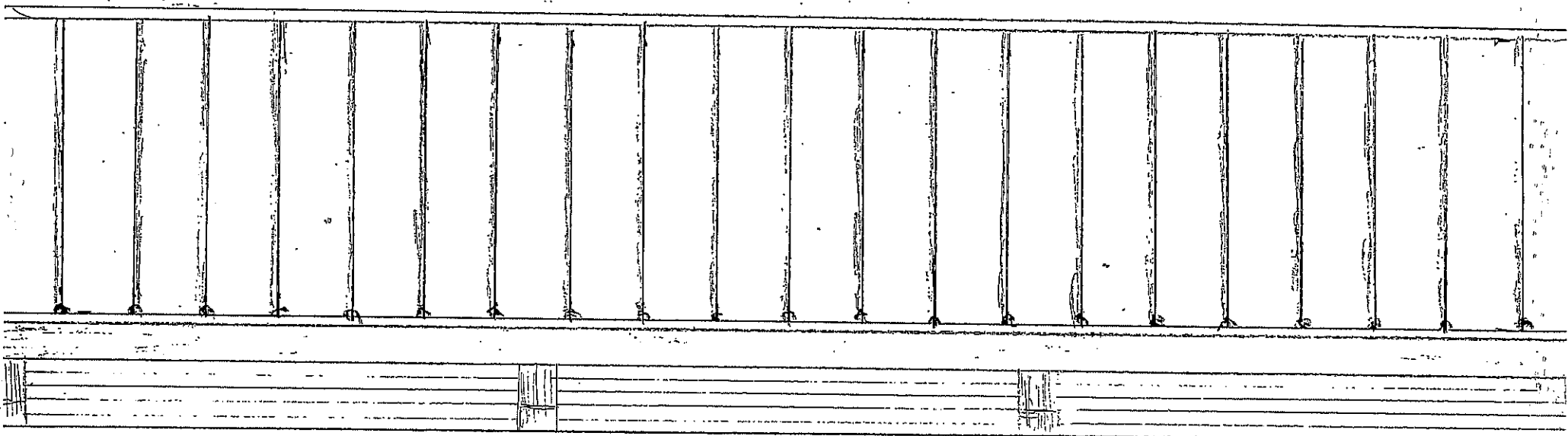
I mentioned this with the contractor, and said I was not receiving any cooperation and was unable to get anything done. He volunteered to visit with Mrs. Brandenburg and see if he could do something to help explain the problem and hopefully resolve the issue. After their meeting, he said Mrs. Brandenburg stated the problem appears to be the benches and not the glass and there was "nothing she could do." Once again, back to square one.

RESOLUTION: The only remaining course of action is to present this issue before the Tupelo City Council and see if they can be of assistance. If the benches remain, people will sit on them. I'd like to fix the problem and keep the benches. If done right, it won't matter if people lean back, they would not be in danger of glass breaking, potentially causing serious injury. Otherwise I'll be forced to fix the glass "as is" and remove the benches.

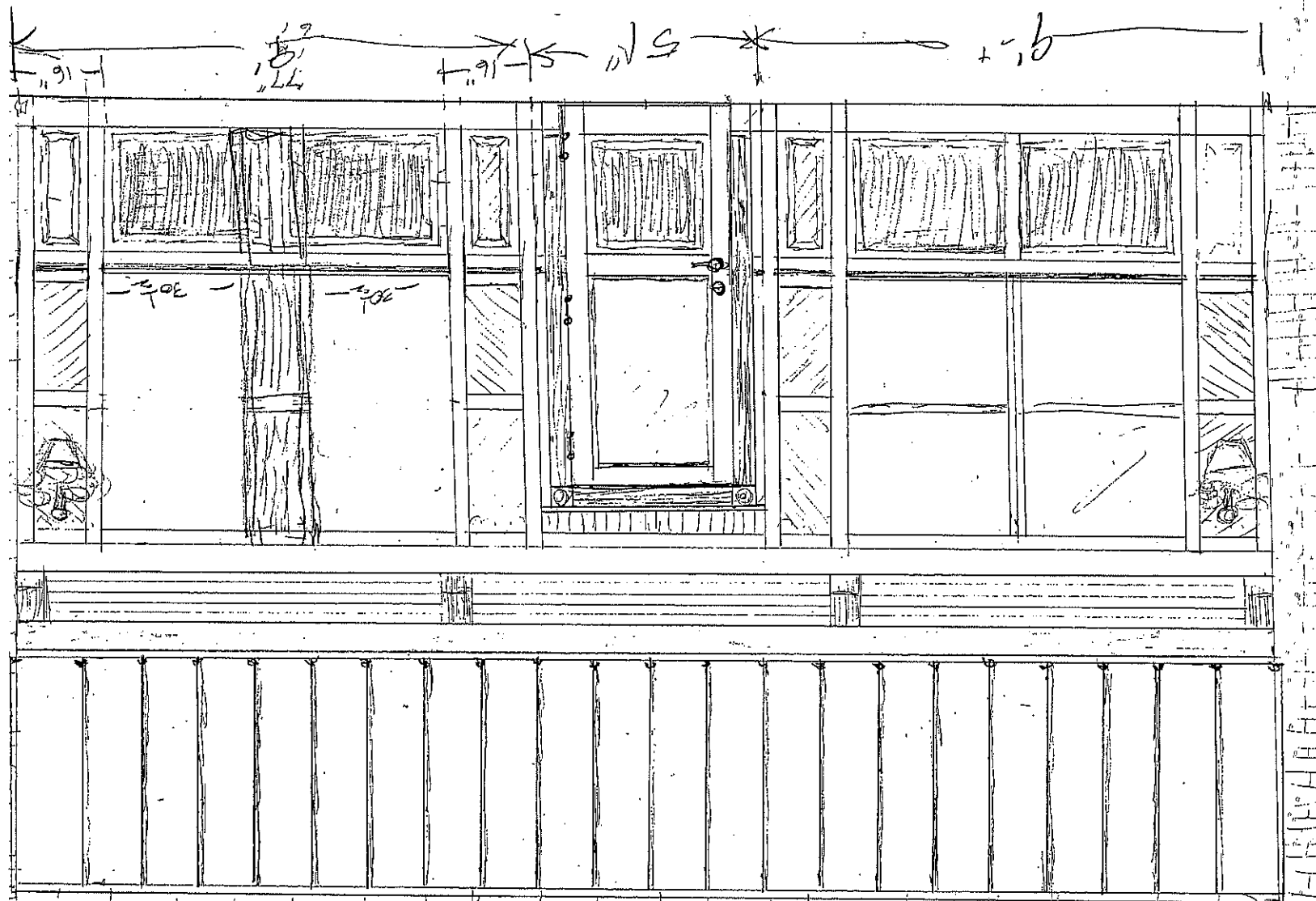
Thank You / vOz







9' + 5' 9'



6.1

Notes:

Tabled 10/17/17

Moved to Study Agenda 11/7/17

Moved to Action Agenda 11/21/17

Work Session : 11/28/17

Place on Action Agenda : 12/5/17

Tabled 12/5/17

Remain Tabled 12/19/17

MEMO

TO: Mayor, City Council members

FROM: Pat Falkner

DATE: September 25, 2017

RE: Study agenda item: September 11, 2017 Planning
Committee recommendation of text amendments

The Planning Committee voted to recommend approval of
four sections of the Development Code as follows:

Chapter 4, level of review of accessory dwelling units is
increased in Medium Density and Mixed Use Residential
Districts.

Chapter 4, level of review of Duplex units is increased in
Medium Density and Mixed Use Residential Districts.

* Chapter 4, Congregate Living Level 1 is allowed as
compatible use in Low Density and Medium Density
Residential Districts.

Chapter 9, screening standards for small rolling waste
containers and electrical equipment are changed.

The Planning Committee did not recommend a proposed
amendment to allow home businesses under certain
conditions in Low Density Residential districts.

MEMO

TO: Mayor, City Council members

FROM: Pat Falkner

DATE: October 12, 2017

RE: Public agenda item: Hearing on September 11, 2017
Planning Committee recommendation of text amendments

The Planning Committee voted to recommend approval of four sections of the Development Code. These sections deal with zoning of accessory dwelling units, duplex dwellings, and congregate living, and with screening of waste containers and electrical equipment.

→ ** Action on this item will be deferred to the November 7 meeting. **

TUPELO CITY COUNCIL MEETING AGENDA
NOVEMBER 21, 2017
6:00 P.M

- SH 7.13 REVIEW/APPROVE/REJECT APPROVE REQUEST PAYMENT
FROM REVITALIZATION FUNDS – DEPARTMENT OF
DEVELOPMENT SERVICES
- JS 7.14 REVIEW/ACCEPT/REJECT RECOMMENDATION OF
APPOINTMENT TO MAJOR THOROUGHFARE COMMITTEE
TO FILL AN AT LARGE POSITION – MRS. ALTHEA MIMS
- AF 7.15 REVIEW/APPROVE/REJECT BALLARD PARK SPORTS FIELDS
ADDITION CONTRACT WITH STEWART ENVIRONMENTAL
CONSTRUCTION, INC.

8. STUDY AGENDA

- 8.1 REVIEW/DISCUSS PLANNING COMMITTEE RECOMMENDATION
TO REZONE PARCEL NO. 077C-25-066-00 FROM MEDIUM
DENSITY RESIDENTIAL TO AGRICULTURAL OPEN SPACE
- * 8.2 REVIEW/APPROVE/REJECT TA17-02 A, AMENDMENTS TO
DEVELOPMENT CODE CONGREGATE LIVING PROVISIONS
(MOVED TO STUDY AGENDA 10/07/17) – *Move up to Action Agenda*
- 8.3 REVIEW/APPROVE/REJECT AMENDMENT TO LEGGETT AND
PLATT LEASE TO ALLOW FOR PURCHASE OPTION OF REAL
PROPERTY UNDER CERTAIN CONDITIONS

9. EXECUTIVE SESSION

NONE

10. ADJOURNMENT

*Remain
on
Table
12/5/17*

#7.3

Finance Department

To: Mayor & City Council
From: Kim Hanna
Date: January 2, 2018
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.

2018 MLK Booklet – Tupelo Living	\$ 150.00
MLK Sponsorship – Community Outreach	\$2,000.00

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



7.4

Memorandum

Debra Byrd, Code Enforcement Manager

Date: January 2, 2017
To: Pat Falkner
Shane Hooper
Subject: Demolition for Council Meeting

I have listed below and will forward a copy of the Public Hearing Notice and Exhibit A evidence for each which I would like for the City Council to consider for declaring a hazard to the health and safety of the general public on January 2, 2018, during its regularly scheduled meeting.

Due diligence has been done for these cases. It is my sincere wish that the City Council will find these properties to be hazards and award permission for the lowest and best bidder to demolish the structures and invoice the owner and place a lien on the properties if the owners do not pay for the demolitions. A copy of the entire case file including all pictures will be made available for the Council Agenda Review. I will attend the Agenda Review to answer any questions.

I am also requesting that these demolitions be paid for from the Revitalization Fund.

Thanks,

Debra

<u>REF</u>	<u>PARCEL</u>	<u>LOCATION</u>	<u>OWNERS NAME</u>
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22577	089B-30-012-00	1409 N. GREEN ST.	FLORENCE REESE

cc: Amanda Daniel, Clerk of the Council

Preliminary Lot Mowing Report for JANUARY 02, 2017

#7.5

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3.	23849	077G2501700	1300 BIENVILLE ST	MCGREGOR JEANNETTE W &	1300 BIENVILLE	TUPELO, MS 38801	SB
4.	23850	077R3606700	1227 BOGGAN DR	CABRAL LUIS (DECEASED)	2512 PATTERSON DR	TUPELO, MS 38801	DJ
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7.	23853	112A0407100	406 LAKE ST	MUNN JOHN	109 NORTH WISHBONE TRAIL	SALTILLO, MS 38866	JLS

7.6

Preliminary Cost Estimate: Endville Road / TCPS Improvements

10/31/2017

Item	Quantity	Units	Unit cost	Total
Roadway Items				
Borrow Material	1850	C.Y.	\$20.00	\$37,000.00
Crushed Stone	355	C.Y.	\$50.00	\$17,750.00
Asphalt Pavement	315	Tons	\$250.00	\$78,750.00
Curb & Gutter	160	L.F.	\$25.00	\$4,000.00
Drainage	1	LS	\$10,000.00	\$10,000.00
Maintenance of Traffic	1	L.S.	\$10,000.00	\$10,000.00
Non-Roadway Items				
Landscaping	1	L.S.	\$8,000.00	\$8,000.00
Erosion Control	1	L.S.	\$5,000.00	\$5,000.00
Mobilization	1	L.S.	\$9,000.00	\$9,000.00

Subtotal Construction Items	\$179,500.00
10% Contingency	\$17,950.00
TOTAL	\$197,450.00

****THIS ESTIMATE IS PRELIMINARY IN NATURE**





Tupelo Police Department

17.17

To: City Council Members
From: Chief Bart Aguirre
Subject: Sole Source Purchase
CC: Mayor Jason Shelton, Don Lewis, Kim Hanna

Date: 1-2-2018

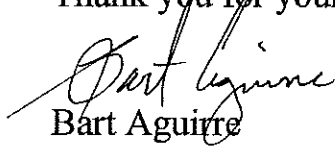
The Tupelo Police department desires to purchase new tasers to replace the out dated systems already in place. We suggest that Axon be granted as a sole source provider for these tasers based on their current integration and use by our agency.

The Taser X26P Conducted Electrical Weapon consist of the following features:

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

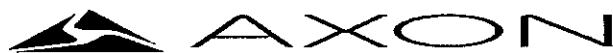
The City of Tupelo has already purchased multiple tasers from Axon (aka, Taser International), which has had great success. The tasers will allow the Tupelo Police Department to continue to provide a less than lethal option and evidence for court purposes. For these reasons, the Tupelo Police Department request that approval be given to Axon as a sole source vendor.

Thank you for your attention in this matter,



Bart Aguirre

Sole source



17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.axon.com

April 5, 2017

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Conducted Electrical Weapons

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor of all TASER brand products in the States of AR, CT, DE, FL, GA, HI, IA, IL, IN, KS, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, TX, VA, VI, VT, WI, WV, and the District of Columbia and Guam.

TASER CEW Descriptions

X2 CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart Cartridges only

X26P CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted electrical weapons

- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

TASER Brand CEW Model Numbers

TASER Product Packages

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND CEW PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND CEW PRODUCTS
Choose an item	
Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
Executive Vice President, North American Sales
Axon Enterprise, Inc.

BLACKHAWK! is a trademark of the Blackhawk Products Group.

The 'Delta Axon' logo, Axon, Axon Signal, Evidence.com, Smart Cartridge, TASER CAM, Trilogy, X2, X26P, TASER, and the 'Bolt within Circle' logo are trademarks of Axon Enterprise, Inc., some of which are trademarks in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2017 Axon Enterprise, Inc.



BancorpSouth Arena **& Conference Center**

Minutes of the Tupelo Coliseum Commission Monthly Meeting, on Monday, November 20, 2017.

Tupelo Coliseum Commission members in attendance: Moe Livingston, Jason Hayden, Al Wallace, Neal McCoy, Stephanie West, Yvette Crump, and Scott Reed.

BancorpSouth Arena and Conference Center staff in attendance: Todd Hunt and Kevan Kirkpatrick

Call to Order – Chairman Scott Reed called the monthly meeting of the Tupelo Coliseum Commission to order on Monday, November 20 2017 at 3:00 pm. He thanked everyone for being here and for giving their service and time to this building and this community.

Approval of Minutes – Chairman Reed asked for the approval of the October minutes. Jason Hayden made a motion to approve the minutes. Stephanie West seconded that motion. Chairman Reed asked for any questions concerning the minutes. After no questions or discussion concerning the previous minutes, the motion was carried and the October minutes were unanimously approved.

Financial Report – Director Todd Hunt reported on finances through October 31, 2017. He reported that our Balance Sheet shows our Current Year Revenue Over (Under) Expense is \$294,003.94. Last year at this time it was \$276,285.20, so we are up around \$18,000.00. Looking over the last ten years at this point of the year our Revenues over Expenses usually average \$156,000.00. We have almost doubled that number, which indicates solid financial performance.

Director's Report

Travel Report –

Director Hunt reported that in the past month he made a trip to Dallas to visit ATT Stadium, home of the Dallas Cowboys. Their Director of Event Services is also on the VMS faculty with Hunt and invited him for a visit. While there Hunt noticed that our recent decision to search patrons each time they reenter from the smoking area was something that was also being done in Dallas. This validates our decision, as the Cowboys are viewed as the gold standard for event operations. Hunt estimated the number of game day staffers would actually fill our arena. He was able to tour the event operations control room, many of the club/lounge spaces, and other parts of the stadium.

Attendance Report/Past Events –

- Jason Aldean was here on October 27th. The attendance for this concert was 8,623.
- Chicago was here in concert on November 2nd. Attendance was 2,474.
- Aaron Lewis/Blackberry Smoke were on November 3rd. Attendance was 1,892.

Economic impact for these three shows was \$1,064,000 combined on total attendance of 12,989.

The Jason Aldean show was a sold out event that was financially successful for all, with 58% of the attendees coming from more than 50 miles away. Hunt referenced the postshow email he sent to the commission detailing the shooting incident that occurred in our west parking lot following the show. He shared that this was essentially a road rage incident between two parties. The quick response of the Tupelo Police Department in apprehending the subject and the minor injuries suffered by the shooting victim helped shorten the media cycle for the incident. Hunt credited the preshow meeting that he and Kevan Kirkpatrick requested with TPD along with the extra training emphasis prior to the show by our security enabled all parties to respond to this incident in textbook-fashion. He does not feel that this will have a negative impact on our reputation or on future events.

Chairman Reed said that it is important to point out that the arena's unarmed security team got the call and immediately ran out the door to shepherd patrons back into the facility and away from the scene.

Kevan Kirkpatrick said that when the call came over the radio, he was very impressed with the way our security took action. For roughly ten minutes, we did not know where the shooter was. All we knew was that we needed to keep everyone in the arena.

Director Hunt added that this happened on the west side of our building. There were people already in their cars who were not aware of the situation. We did not go from car to car knocking on windows, but we did restrict patrons still in the facility from leaving, and we directed patrons still on foot to return to the arena. Both our security and TPD did an excellent job.

Mississippi Rural Water moved in on Monday, October 23rd, and ran through Thursday, October 26th. This is an annual event that uses the arena and the North Hall. If our expansion is approved, this event could move into that space, freeing up the arena for other events.

Chicago made their Tupelo debut on November 2nd. About 30% of the attendees traveled 50 miles or more. This show drew rave reviews.

Aaron Lewis/and Blackberry Smoke performed on November 3rd. 46% of the people that attended this show came from more than 50 miles away. Attendance for this show was a little lower than we hoped for but was still profitable.

Mississippi Counseling Association moved in on Tuesday, November 7th. They were here through Friday, November 10th. This was their second year here. This is also an event we could move out of the arena if we had more room. Economic impact was estimated at \$316,000, with Commissioner Hayden stating that many of the attendees dined with him. We hope to bring this group back in the future.

CDF Taste of Tupelo was here on Thursday, November 16th. This was their largest event yet, with nearly 1,800 people attending.

Our total attendance year to date is 36,463 spread over 79 events. This compares to a ten year average of 38,764 on 70 events.

Chairman Reed said that even our underperforming shows in recent years have still managed to break even on ancillary revenue. That has not always been the case, as at one time we were losing lots of money on concerts.

Upcoming Events

- Public Ice Skating will kick off on Friday, November 24th. We will skate every weekend we have availability from now to the middle of January.
- Disney On Ice will be here the 2nd week in December. *FROZEN* is this year's theme. Sales are 36% ahead of last year's pace, with over 15,000 tickets sold so far. Ticket sales usually double between now and show time, so we are expecting 30,000+ people to attend these shows.

Old Business – Expansion update – Director Hunt reported that City Hall has asked him to present the expansion plan to the CVB Board. Hunt said after speaking to CVB Director Neal McCoy, he is scheduled to make a presentation in January. Chairman Reed added that while progress seems slow, he feels like we are moving towards a solution that will be beneficial for the city.

New Business – Chairman Reed asked for any new business. Hunt reported that we are advertising for bids to replace our HVAC control system. Our current Siemens control system was installed in 2003 and is unreliable. Over the past few years we have also been disappointed in the quality of service we have received from Siemens. Our budget for this project is \$440,000. Plans call for installing new actuators and variable speed drives which should generate energy savings. We should have a bid to approve at our December meeting.

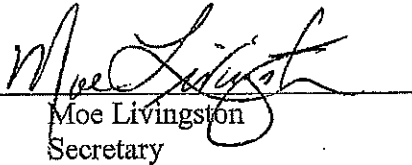
Hunt asked about the moving of the January and February monthly meeting. Chairman Reed said we are chartered to meet the third Monday each month. The third Monday in

January and February are both national holidays, so we must move the meeting dates. The Commission agreed to move their January Meeting to the fourth Monday, January 22nd at 3:00 PM, and the February meeting was moved to Monday, February 26th.

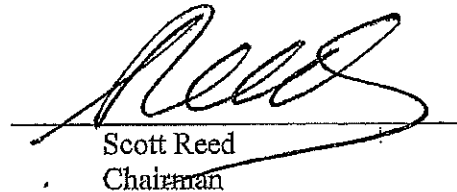
Beverage Approval – There were no upcoming events on the agenda that needed beverage approval.

Approve Checks – Chairman Reed asked for the approval of the checks. Al Wallace made a motion to approve the checks. Jason Hayden seconded that motion. After no questions or concerns on the checks, the motion was carried, and the checks were unanimously approved.

Adjourn - After no other business, Chairman Reed thanked everyone for attending and the meeting was adjourned.



Moe Livingston
Secretary



Scott Reed
Chairman

7.9 Annual Sports Council Contracts on File in Council Clerk's Office.



City of Tupelo

7.13

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

December 27, 2017

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

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

Dear Mayor Shelton and Council Members:

I respectfully request your approval of the attached SRF loan agreement:

Water Pollution Control Revolving Loan Fund (WPCRLF) loan in the amount of \$3,200,000 for the rehab of five (5) sewer lift stations:

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

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

Yours very truly,

TUPELO WATER & LIGHT DEPARTMENT

Johnny N. Timmons
Manager

ptb

Attachment

ORIGINAL

LOAN NUMBER: SRFC280885-07-0

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

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

WITNESSETH:

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

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

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

ARTICLE I - DEFINITIONS

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

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

(4) "Project" shall mean facilities funded under this Agreement as described in Article IX.

(5) "Revenues" shall mean all income or earnings received by the Loan Recipient from the ownership or operation of its facilities, including investment income, all as calculated in accordance with generally accepted accounting principles as prescribed by the State Auditor. Revenues shall not include proceeds from the sale or other disposition of any part of the facilities, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the facilities.

(6) "WPCRLF Regulations" shall mean the Water Pollution Control Revolving Loan Fund Program Regulations effective for projects funded on and after December 19, 2004.

1.02. CORRELATIVE WORDS. Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS. The Loan Recipient warrants, represents and covenants that:

(1) The Loan Recipient has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Loan Recipient is not subject to bankruptcy, insolvency, or reorganization and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would restrain or enjoin it from entering into, or complying with this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body pending which seeks to restrain or enjoin the Loan Recipient from entering into or complying with this Agreement.

(4) The Loan Recipient knows of no reason why any future required permits, real property interests, or approvals for the Project cannot be obtained within the time frame required by this loan agreement.

(5) The Loan Recipient shall undertake the Project on its own responsibility. The Loan Recipient is responsible for the proper planning, design, construction, operation, maintenance, replacement, performance, and fiscal integrity of the project. The Department's approval of any document does not relieve the Loan Recipient or any others of any liabilities or responsibilities. Such approval of any document is for loan eligibility or allowability purposes only and does not establish or convey any such liability or responsibility.

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

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

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

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

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

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

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

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

ARTICLE III - OPERATION AND FISCAL INTEGRITY OF THE SYSTEM

3.01. OPERATION AND MAINTENANCE OF THE PROJECT. The Loan Recipient shall operate and maintain the Project in a proper, sound and economical manner and shall promptly make all necessary repairs and replacements.

3.02. ADDITIONS AND MODIFICATIONS. The Loan Recipient may make any additions, modifications or improvements to the Project which it deems desirable and which do not materially reduce the operational integrity of any part of the Project. All such additions, modifications, or improvements must be approved by the Department and, if approved, shall become part of the Project.

3.03. COLLECTION OF REVENUES. The Loan Recipient shall use its best efforts to collect all rates, fees and other charges due to it. The Loan Recipient shall establish liens on premises served by the Project for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Loan Recipient shall, to the full extent permitted by law, cause to discontinue the services of the Project and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Project rates, fees and other charges. The Loan Recipient shall comply and require compliance with its approved User Charge System during the life of the Project.

3.04. LOAN RECIPIENT ACCOUNTING AND AUDITING PROCEDURES. The Loan Recipient shall maintain project accounts in accordance with generally accepted accounting principles as prescribed by the State Auditor.

ARTICLE IV - DEFAULTS AND REMEDIES

4.01. EVENTS OF DEFAULT. Each of the following events is hereby declared an event of default:

(1) Failure of the Loan Recipient to make any loan repayment when it is due and such failure shall continue for a period of thirty (30) days.

(2) Failure to comply with the provisions of this Agreement or in the performance or observance of any of the covenants or actions required by this Agreement.

(3) Any warranty, representation or other statement by, or on behalf of, the Loan Recipient contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading in any material respect.

(4) An order or decree entered, with the acquiescence of the Loan Recipient, appointing a receiver of any part of the Project or Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Loan Recipient, shall not be vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof.

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

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

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

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

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

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

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

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

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

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

(6) By notifying financial market credit rating agencies.

(7) By administratively charging or suing for payment of amounts due, or becoming due, plus ten (10) percent annual penalty interest which shall accrue on any amount due and payable beginning on the thirtieth (30th) day after such notification by the Department, together with all costs of collection, including attorneys' fees. The penalty interest shall be compounded monthly.

(8) By accelerating the repayment schedule or increasing the interest rate in accordance with the WPCRLF Regulations.

(9) By withholding payments to the Loan Recipient.

(10) By terminating the Loan Agreement, after providing thirty (30) days written notice of such intent to terminate the Loan Agreement. Such termination will not affect the duty of the Loan Recipient to repay loan funds paid thus far.

4.04. DELAY AND WAIVER. No delay or omission to exercise any right or power accruing upon event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE V - GENERAL PROVISIONS

5.01. DISCHARGE OF OBLIGATIONS. All loan repayments required to be made under this Agreement shall be cumulative. Any deficiencies in any month shall be added to the repayment due in the succeeding month and all months thereafter until fully repaid. Repayments shall continue to be secured by this Agreement until all of the repayments required shall be fully repaid to the State Water Pollution Control Revolving Fund. If, at any time, the Loan Recipient shall have repaid the Loan and interest required, the pledge of, and lien on, the Revenues to the State Water Pollution Control Revolving Fund shall be no longer in effect.

5.02. PROJECT RECORD AND STATEMENT. Books, records, reports, design documents, contract documents, and papers related to the Project shall be available to the authorized representatives of the Department and the U.S. Environmental Protection Agency for inspection at any reasonable time after the Loan Recipient has executed a loan agreement and before one year has elapsed after the Loan Recipient repays the loan in full. If litigation, a claim, an appeal, or an audit is begun before the end of the one year period, all records must be kept for one year after the litigation, appeal, claim, or audit is complete or resolved.

5.03. ASSIGNMENT OF RIGHTS UNDER AGREEMENT. The Department may assign any part of its rights under this Agreement without the consent of the Loan Recipient. The Loan Recipient shall not assign rights created by this Agreement without the consent of the Department.

5.04. AMENDMENT OF AGREEMENT. Modification, changes or amendments to this Agreement may be made upon mutual agreement of the parties hereto. However, any change,

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

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

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

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

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

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

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

ARTICLE VI - CLEAN WATER ACT AND OTHER FEDERAL REQUIREMENTS

6.01. TITLE VI PROVISIONS. The Loan Recipient shall comply with all provisions of Title VI of the Clean Water Act and regulations thereunder.

6.02. APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS. The Loan Recipient shall comply with all applicable state and federal laws, regulations, and executive orders as required by the WPCRLF Regulations, Appendix J.

6.03. SINGLE AUDIT ACT. The Loan Recipient shall comply with all provisions of the Single Audit Act Amendments of 1996 and regulations thereunder. When required by the Act, the Loan Recipient must submit the required copies of its Single Audit to the Department and the designated Federal Clearinghouse, within the time frames allowed in the Act.

ARTICLE VII - DETAILS OF FINANCING

7.01. AMOUNT OF LOAN. The amount of the Loan authorized is \$3,200,000.

7.02. PROJECT BUDGET. The Loan Recipient agrees to the following Project Budget. Payments to the Loan Recipient for each cost item may not exceed the sum of that project budget line item and any remaining contingency. Payments out of the contingency line item may be further limited if the Department determines that such payments could jeopardize completion of the Project. Amendments to the project budget must be requested by the Loan Recipient and approved by the Department, and must be in accordance with the WPCRLF Regulations.

	<u>Loan Amount</u>
(1) Planning and Loan Application Phase Professional Services	\$ <u>30,000</u>
(2) Design and Land Acquisition Phase Professional Services	\$ <u>246,550</u>
(3) Land and Easement Costs	\$ <u>-0-</u>
(4) Construction	\$ <u>2,555,500</u>
(5) Construction Phase Professional Services	\$ <u>112,400</u>
(6) Contingency	\$ <u>255,550</u>
(7) TOTAL LOAN AMOUNT	\$ <u>3,200,000</u>

7.03. INTEREST RATE AND ACCRUAL. The rate of interest on the unpaid principal of the Loan is 1.75 percent per annum, to be compounded monthly. Interest on amounts paid to the Loan Recipient shall commence on September 20, 2018 the last construction contract completion

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

7.04. REPAYMENT SCHEDULE. The Loan Recipient hereby authorizes the Mississippi Department of Revenue to withhold \$15,979.33 monthly from the amount of sales tax reimbursement it is to remit to said Loan Recipient under Section 27-65-75, Mississippi Code of 1972, as amended, for repayment of the loan amount as specified in Article 7.01. of this Agreement for a period of 237 months, to begin January 2020, subject to amendment in accordance with the WPCRLF Regulations. The monthly repayments to be made by the Mississippi Department of Revenue to the State Water Pollution Control Revolving Fund from the Loan Recipient for the repayment of the loan amount as specified in Article 7.01. of this Agreement made to said Loan Recipient are hereby determined to be \$15,979.33 for a period of 237 months, to begin February 2020, with the exception of that portion of the repayments specified in Article 7.05. below as the administrative fee. The Mississippi Department of Revenue will deposit the administrative fee portion of the loan repayments into State Treasury Fund #3588 until such time that the administrative fee is collected in full. This repayment schedule is subject to amendment in accordance with the WPCRLF Regulations.

7.05. ADMINISTRATIVE FEE. An administrative fee of \$ 160,000, which is five percent (5%) of the final loan principal amount, will be collected from the loan repayment amounts described in Article 7.04. to defray the costs of administering the fund. Beginning with the initiation of the repayment process and until such time that the total administrative fee is collected, the interest portion of each repayment will not be charged, and in lieu of the interest portion, an equal amount of the repayment will be collected as the administrative fee.

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

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

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

ARTICLE VIII - PROJECT BUDGET PERIOD

8.01. PROJECT BUDGET PERIOD. Unless amended, the budget period for this project begins on January 1, 2016, and expires on November 19, 2019. No costs that are incurred or requested after the expiration date will be eligible. The expiration date was determined based on 30 days after the Department's final construction observation. Department approval of loan eligible time extension change orders will automatically extend the budget period through such loan eligible date.

ARTICLE IX - PROJECT DESCRIPTION

9.01. PROJECT DESCRIPTION. The Project shall mean facilities funded in whole or in part under this Loan Agreement described as follows:

The project includes replacing four (4) existing pump or lift stations and rehabilitating one (1) pump station, including all related appurtenances.

The loan eligible scope is specifically limited to that identified as eligible in the approved facilities plan, and as further described by plans, specifications, contract documents, and contract change orders approved as eligible by the Department. The Loan Recipient hereby agrees that no additional eligible scope will be added to this Project Description.

ARTICLE X - PROJECT SPECIFIC LOAN CONDITIONS

10.01. PROJECT SPECIFIC LOAN CONDITIONS. The Loan Recipient shall comply with the following Project Specific Loan Conditions and any amendments made thereto pursuant to the provisions of the WPCRLF Regulations.

(1) The Loan Recipient agrees to the following schedule in accordance with the WPCRLF Regulations. Earlier completion of certain actions may require earlier completion of other actions.

- a. By March 29, 2018, submit a complete set of plans, specifications and contract documents on each construction contract, limited site certificates from the Loan Recipient and title counsel for all real property (eligible and ineligible), and other submittals if required by WPCRLF Regulation Rule 7.3.D.(2)(c);
- b. By June 27, 2018, secure approval of plans, specifications and contract documents on each construction contract by the Department;
- c. By September 25, 2018, but prior to advertisement for bids on each construction contract, submit clear site certificates from the Loan Recipient and title counsel for all real property (eligible and ineligible), secure necessary local funds for the project and submit proof of such funds, and submit any other required permits or clearances;

- d. By September 25, 2018, advertise each construction contract for bids;
- e. By November 9, 2018, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;
- f. By November 23, 2018, but no later than 14 days after receipt of bids on each construction contract, submit the completed MBE/WBE documentation;
- g. By November 30, 2018, but no later than 21 days after receipt of bids on each construction contract, submit the bid package, a loan amendment request, and all necessary executed professional services contracts;
- h. By January 8, 2019, but no later than 60 days after receipt of bids on each construction contract, execute and submit construction contract documents and issue and submit a copy of the notice to proceed;
- i. By August 27, 2019 (90% of construction contract time), enact the approved user charge system and ordinance and submit proof of enactment;
- j. By August 27, 2019 (90% of construction contract time), develop and implement a Fiscal Sustainability Plan (FSP) and submit the required FSP certification;
- k. By September 20, 2019 (date may change due to approved change orders), but no later than the contract completion date on each construction contract, complete construction;
- l. By September 30, 2019, but no later than 10 days after completion on each construction contract, notify the Department of construction completion;
- m. By October 20, 2019, but no later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying Department's final construction observation;
- n. By October 20, 2019, but no later than 30 days after the contract completion date on each construction contract, the Department will perform a final construction observation;
- o. By November 19, 2019, but no later than 30 days after the Department's final construction observation on each construction contract, the Loan Recipient must submit the following: final loan payment requests; approvable summary change order; record drawings for the entire project funded in whole or in part with WPCRLF funds; the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required

by the Loan Agreement. **Loan payment requests submitted after this date are not allowable, regardless of when the costs were incurred;**

(2) Should the Loan Recipient be subject to any administrative order, court order, or other enforcement action presently or in the future, the Loan Recipient shall comply with such enforcement action regardless of any schedules, document submittals or approvals, or any other requirements under this Loan Agreement. Any such schedules, document submittals or approvals, or any other requirements under this Loan Agreement which vary from the enforcement action requirements shall in no way relieve the Loan Recipient from compliance with such enforcement action, nor shall such enforcement action relieve the Loan Recipient from compliance with any Loan Agreement requirement.

(3) If any ineligible construction, equipment, supplies, or testing are added to this Project, the final payment for related services shall be reduced to reflect eligible costs using one of the following methods.

- a. The Loan Recipient shall submit separate invoices for eligible and ineligible work. Contracts for all related services shall have separate compensation clauses and cost ceilings for eligible and ineligible work.
- b. The payments shall be prorated by the eligibility ratio shown below. The final ratio shall be based on actual, final costs for construction, equipment and supplies, and testing; an interim ratio may be used as needed.

$$\text{Eligibility Ratio} = \frac{\text{Eligible Construction/Equipment/Supplies/Testing Cost}}{\text{Total Construction/Equipment/Supplies/Testing Cost}}$$

If it becomes apparent that the payments for related services will exceed the eligible amount, the Department may limit payments prior to the final payment.

(4) The Loan Recipient shall undertake the six affirmative steps as stated in Appendix D, of the WPCRLF Regulations and as further described in the Department's MBE/WBE Utilization Guidance to assure minority and women's business enterprises have the maximum feasible opportunity to participate in a fair share of the subagreements awarded under this Project. The fair share objectives negotiated for this Project are 3.6% minority and 2.1% women's business enterprises.

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

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

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

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

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

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

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

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

(8) **Federal Procurement for Engineering Services [WRRDA Section 5002].** As outlined in Part 2, Section III.M of the “Water Pollution Control Revolving Loan Fund Program Final FY-2017 Intended Use Plan,” the Loan Recipient shall ensure that all WPCRLF-funded contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services are negotiated in the same manner as a contract for architectural and

engineering services is negotiated under 40 U.S.C. 1101 et seq. This condition supersedes and constitutes a variance to WPCRLF Regulation Rule 7.3.B(2)(f); Appendix A, Item A.(11); and Appendix C.

(9) **Signage [Non-statutory EPA Mandate].** As outlined in Part 2, Section III.P of the “Water Pollution Control Revolving Loan Fund Program Final FY-2017 Intended Use Plan,” the Loan Recipient shall ensure that a project-specific EPA Public Awareness Notification (provided by MDEQ) is displayed on a bulletin board/sign in a prominent location at the project site for the duration of the contract. The Loan Recipient acknowledges and understands that the Notification should also be displayed in other prominent locations (Loan Recipient’s office, website, court house, library, etc.) accessible to the public.

ORIGINAL

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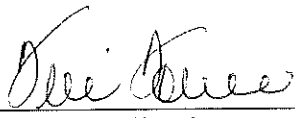
IN WITNESS WHEREOF, the Commission has caused this Agreement to be executed on its behalf by the Executive Director of the Department and the Loan Recipient has caused this Agreement to be executed on its behalf by its Authorized Representative.

CITY OF TUPELO

By: _____
Johnny Timmons
Manager, Water & Light Department

(Date)

**STATE OF MISSISSIPPI
DEPARTMENT OF ENVIRONMENTAL
QUALITY**

By:  _____
Gary C. Rikard
Executive Director

September 29, 2017
(Date)

**STATE OF MISSISSIPPI
DEPARTMENT OF REVENUE**

Commissioner

(Date)



City of Tupelo

7.14

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

December 27, 2017

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

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

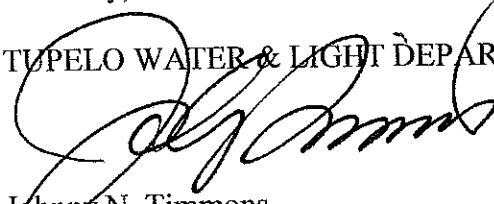
Dear Mayor and Council Members:

I respectfully request your approval of the attached professional services agreement between the City of Tupelo and Cook Coggin Engineers. These agreements are for engineering services for the FY17 wastewater collection system improvements (rehab of sewer lift stations). This project will be funded by an SRF loan.

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

Sincerely,

TUPELO WATER & LIGHT DEPARTMENT



Johnny N. Timmons
Manager

Attachment

AGREEMENT FOR ENGINEERING SERVICES

This agreement, made by and between the CITY OF TUPELO, being 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 FY17 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS and has employed the Engineers, who agree to perform the various professional engineering services required for the planning, design and construction of the project 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 ENGINEERING SERVICES

That the Engineers shall furnish Planning Engineering Services for the project, as follows:

1. The Engineers will prepare a Facilities Plan in accordance with the criteria of the Mississippi Department of Environmental Quality (MDEQ) and the requirements of Mississippi Water Pollution Control Revolving Loan Fund (WPCRLF) Program.
2. The Engineers will coordinate the necessary intergovernmental initial review and public participation information relative to the Facilities Plan.
3. The Engineers will assist with the preparation of the Public Notice required by the WPCRLF regulations.
4. The Engineers will prepare the WPCRLF Loan Application Package.
5. The Engineers will prepare a User Charge/Ordinance as required by the WPCRLF regulations.

SECTION B - DESIGN ENGINEERING SERVICES

That the Engineers shall furnish Design Engineering Services for the project 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. The Engineers 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. The cost of such plans, specifications, and contract documents shall be included in the Design compensation paid to the Engineers.
4. The contract documents furnished by the Engineers shall include forms for the advertisement for bids, information for bidders, proposal forms, contract agreement form, general conditions, supplemental general conditions, general and technical specifications and payment and performance bonds.
5. 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 for such copies. After award of each contract, the Engineers will furnish the Owner the necessary contract documents for execution.
6. 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.
7. The Engineers will prepare the post-bidding documents for the WPCRLF Loan.
8. The Engineers will attend conferences with the Owner and other interested parties.
9. The Professional Engineer having the primary responsibility for the project is Mark Weeden, P.E. #19196.

SECTION C - CONSTRUCTION ENGINEERING SERVICES

That the Engineers shall furnish Construction Engineering Services for the project as follows:

1. The Engineers will provide full time construction overview of the work of the Contractor as construction progresses. Overview 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. Specifically, but without limitation, overview by the Engineers shall not require the Engineers to assume responsibility for the means and methods of construction, nor for safety on the jobsite. Completion date is expected to be within 30 days of final inspection.

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.

SECTION D - 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 per the schedule set forth in Section I.

1. Services resulting from changes in general scope of the project or its design including, but not limited to, changes in size, complexity, the Owner's schedule, or character of construction, changes or price increases occurring as a direct result of material, equipment or energy shortages; and revising previously accepted design documents or Contract Documents.
2. Additional or extended services during construction made necessary by prolongation of the contract time of any prime contract, or acceleration of the work schedule involving services beyond normal working hours.
3. 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.
4. Provision of property surveys, plats, descriptions of needed land and easement rights with maps, plans, exhibits or estimates related thereto; assistance in negotiating for land and easement rights.
5. Provisions of topographies, soils investigations, environmental assessments, stormwater pollution prevention plans, wetlands and flood plains determination.
6. Services rendered in conjunction with Clearing House Environmental Reporting.
7. Services rendered in conjunction with start-up, operator training and preparation of operation and maintenance manuals.

8. Services provided in conjunction with the Environmental Review Process and related reporting, which may include, but not limited to, Cultural Resource Survey; Wetland Delineation....etc.
9. Services associated with assistance in preparation of documents for required permits to be obtained from local, state, railroad, highway and other entities.
10. Services associated with preparation of Anti-degradation Report and NPDES Application.
11. Services associated with Davis Bacon Act Compliance monitoring, review of weekly payrolls from all contractors and subcontracts and associated compliance requirements.
12. Provide administrative services in connection with the WPCRLF (SRF) Loan.
13. Provide for field and laboratory testing for quality control such as density and material tests as necessary.
14. Prepare a rate analysis of existing and/or proposed systems.
15. Additional services in connection with the Project, including services normally furnished by the Owner and services not otherwise provided for in this Agreement.

The Engineers will render to the Owner an itemized bill for such services separate from any other billing the same to be due and payable by the Owner to the Engineers on or before the 10th day of the month following submission of itemized bill.

SECTION E - 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 necessary for the development of the Project and the Owner will indemnify the Engineers from any claims of trespass with respect thereto.
2. The Owner shall negotiate and obtain all properly executed easements and rights of way as identified as required by the Engineers. The Owner shall provide copies of same to Engineers.
3. The Owner will make information available as requested and required by the Engineers.

SECTION F - COMPENSATION FOR PLANNING ENGINEERING SERVICES

Compensation for Planning Engineering Services for the project shall be a lump sum of **THIRTY THOUSAND DOLLARS** and no 00/100 (**\$30,000.00**) and will be placed as a budget line item in project funding. This sum which is equal to 100% of the total compensation due for Planning Engineering services is due upon completion and execution of the WPCRLF (SRF) Loan Agreement.

If a project to implement improvements as outlined in the Facility Report is not let for public contract within twelve (12) months from the MDEQ approval of the Facility Report and/or if work toward implementing proposed improvements as outlined in the Facility Report are cancelled or delayed at any time prior to the 12 month period, payment shall be paid in full immediately.

SECTION G - COMPENSATION FOR DESIGN ENGINEERING SERVICES

That the Owner shall compensate the Engineers for Design Engineering Services based on a percentage of the Construction Contract Amount (Base Bid plus all Additive Alternates), as set forth on Table 1 - Attachment I which is attached hereto and made a part hereof by this reference.

The compensation for 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 Engineering Services based on the Engineers' Construction Cost Estimate (Base Bid plus all Additive Alternates) after completion and submission of the construction plans, specifications, cost estimates, and contract documents and/or meeting WPCRLF Reg. III.H (5)(C) if the project is funded through the SRF program.
2. A sum equal to five percent (5%) of the total compensation for Planning and Design Engineering Services based on Construction Contract Amount (Base Bid plus all Additive Alternates) 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 will not exceed 100% of the compensation for Design Engineering Services as set forth on Attachment I determined on Construction Contract Amount (Base Bid plus all Additive Alternates).

If the work is not let for public contract within twelve (12) months from the completion and submission of the construction plans, specifications, cost estimates, and contract documents, the final increment of compensation will be due based on the Engineer's Construction Cost Estimate (Base Bid plus all Additive Alternates).

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

SECTION H - 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 set forth on Table II - Attachment I.

The compensation for Construction 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.

Compensation for work not let for public contract, will be based on the Engineer's Construction Cost Estimate.

SECTION I - COMPENSATION FOR SPECIAL SERVICES

Compensation for the special services specified in section D shall be based on the Special Services fee Schedule as set forth in Attachments II and III which are attached hereto and made a part hereof by reference. The Engineers will render to the Owner an itemized bill for such services. Total compensation for Special Services is estimated not to exceed \$42,250.00.

All Special Services will be paid on a periodic basis during the Planning, Design and Construction phases of the project with each being due and payable 30 days after receipt of an itemized bill.

SECTION J - RIGHT TO AUDIT

The Owner and the Engineer will provide the Mississippi Department of Environmental Quality (MDEQ) and/or USEPA and their representatives access to and the right-to-audit, inspect, copy and examine books, financial records and other documents relating directly to the receipt and disbursement of funds from the WPCRLF Program.

SECTION K - ADDITIONAL CLAUSES

1. The Owner agrees and warrants that it shall include language, approved by the MDEQ, in its contracts with its vendors requiring the Owner and its vendors to acknowledge and agree that the MDEQ is not a party, in anyway whatsoever, to the contract between the Owner and its vendors. Such language shall require the Owner and vendors to acknowledge and agree that the role of the MDEQ is strictly that of a lender, that the vendors are not and are not intended to be considered a third party beneficiary under any agreement between the MDEQ and the Owner. Additionally, such language shall also require the Owner and its vendors to acknowledge and agree that any action taken by the MDEQ in its role of administrator for the revolving loan programs, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of lender.

2. MDEQ is not a party to the construction contract or any other contracts, and will not review, comment, approve, or discuss the merits of any construction contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the Owner and the contractor or any other parties.
3. Cook Coggin Engineers agrees not to enter into Subcontracts with any sub-consultant and/or other parties who may be excluded or disqualified from participating in federal assistance programs.

SECTION L - 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, director, employees and sub-consultants against any damage, 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. In the use of pronouns throughout this agreement where appropriate, the singular shall include the plural, the plural the singular.

SECTION M – 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 and perform and warranty the 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.
5. In such that Engineers have no control over cost of labor, materials, equipment, or services provided by others, nor contractors' pricing methods, competitive markets, the Engineers do not guarantee that proposal, bids or construction cost will not vary from opinions of probable cost prepared by them.

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

AMOUNT	TABLE I	TABLE II
	PLANNING & DESIGN	CONSTRUCTION ENGINEERING
	ENGINEERING SERVICES	SERVICES
	As A Percent of Construction Contract Amount (Bid Amount)	As A Percent of Total Actual Construction Cost
\$100,000	11.400	6.900
\$200,000	10.700	6.200
\$300,000	10.400	5.900
\$400,000	9.800	5.800
\$500,000	9.400	5.700
\$600,000	9.200	5.600
\$700,000	9.000	5.500
\$800,000	8.800	5.400
\$900,000	8.700	5.300
\$1,000,000	8.500	5.200
\$1,250,000	8.375	5.075
\$1,500,000	8.250	4.950
\$1,750,000	8.125	4.825
\$2,000,000	8.000	4.700
\$2,500,000	7.850	4.450
\$3,000,000	7.700	4.300
\$3,500,000	7.550	4.200
\$4,000,000	7.400	4.100
\$5,000,000	7.100	3.800
\$6,000,000	7.100	3.700
\$7,000,000	7.000	3.600
\$8,000,000	6.900	3.500
\$9,000,000	6.800	3.400
\$10,000,000	6.700	3.300
\$20,000,000	6.700	3.300

Attachment I

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 SCHEFULE

2017 PER DIEM RATES

<u>Classification</u>	<u>Rate</u>	<u>Charge</u>
Principal Engineer	\$ 154.00	per hour
Sr. Professional Engineer	\$ 147.00	per hour
Professional Engineer	\$ 119.00	per hour
Engineer Intern	\$ 90.00	per hour
Engineer	\$ 90.00	per hour
Professional Land Surveyor	\$ 104.00	per hour
Professional Geologist	\$ 116.00	per hour
Geologist Assistant	\$ 67.00	per hour
Senior Civil Engineer Technician	\$ 76.00	per hour
Civil Engineer Technician	\$ 64.00	per hour
Sr. Designer	\$ 104.00	per hour
Designer	\$ 70.00	per hour
CADD (Operator)	\$ 59.00	per hour
Sr. Construction Administrator	\$ 85.00	per hour
Construction Administrator	\$ 74.00	per hour
Sr. Engineer's Representative	\$ 66.00	per hour
Engineer's Representative	\$ 62.00	per hour
Contract Administrator	\$ 66.00	per hour
Clerical	\$ 53.00	per hour
GIS Specialist	\$ 82.00	per hour
GPS/GIS Technician	\$ 67.00	per hour
Sr. Lab Technician	\$ 67.00	per hour
Field Technician	\$ 59.00	per hour
Lab Technician	\$ 46.00	per hour
Survey Crew Chief	\$ 65.00	per hour
Survey Crew Member	\$ 33.00	per hour
Strategic Client Representative	\$ 103.00	per hour
Boring Rig	\$ 130.00	per hour
Tank Climbing	\$ 134.00	per each
Passenger Vehicle Mileage	\$ 0.5750	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.

2017 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

2017 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	\$ 116.00	Per Hour
Geologist Assistant	\$ 67.00	Per Hour
Sr. Lab Technician	\$ 67.00	Per Hour
Lab Technician	\$ 46.00	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.

2017 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
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Meals and Lodging	at cost
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Rates indicated do not include any applicable personnel related expenses.
Reimbursable Expenses are subject to review and adjustment annually.

In witness whereof the parties hereto have made and executed this Agreement the _____ day of _____, 20____.

OWNER: CITY OF TUPELO

By: _____
Johnny Timmons, Director TW&L

ENGINEER: COOK COGGIN ENGINEERS, INC.

By: _____
Mark Weeden, P.E., Principal


ATTEST:

By: _____
Type Name & Title



Public Works Department Memorandum

To: Mayor Shelton and City Council

From: Mr. Chuck Williams 

VIA: Don Lewis
Kim Hanna

Re: Change Order

Date: December 27, 2017

Copy: Missy Shelton

Project: Street Improvements/Prairie Cove/Frog Meadow

During construction it was discovered that there was additional asphalt on the roadway that was not anticipated on the Street Improvements/Prairie Cove/Frog Meadow. A change order increase amount of \$31,000.00 is required in order to complete the project. It is also recommended to add an additional 10 calendar days to complete this project.

Previous Contract Total	\$343,416.24
Change Order Addition	31,000.00

Contract Total	\$374,416.24
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CHANGE ORDER

CCE #: 3-09432

CHANGE ORDER NO: 1

OWNER: City of Tupelo, Mississippi

PROJECT: St. Improvements/Prairie Cove/Frog Meadow

CONTRACTOR: Ausbern Construction Co., Inc.

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

ADD the Following:

15. Asphalt Removal 4,000 Square Yards @ \$7.75 per SqYd = \$31,000.00

During construction it was discovered that there was additional asphalt on the roadway that was not anticipated. This asphalt has no base course under it; therefore, it must be removed in order to properly construct the new roadway.

TOTAL ADDITION: \$31,000.00

It is also recommended to add an additional 15 calendar days to this project.

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

Estimated Cost - Per Contract Dated: 8-Nov-17

\$343,416.24

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

PREVIOUS CONTRACT TOTAL: \$343,416.24

Estimated Amount - This C.O. Add (Deduct): \$31,000.00

CONTRACT TOTAL: \$374,416.24

DATE: 12-27-17

Cam Steed
For Cook Coggin Engineers, Inc.

APPROVED: _____

For the Owner (City of Tupelo, Mississippi)

APPROVED: _____

Jim [Signature]
For the Contractor (Ausbern Construction Co., Inc.)