

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JANUARY 18, 2018
6:00 P.M.

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall Building on Thursday, January 18, 2018 at 6:00 p.m. with the following in attendance: Markel Whittington, Lynn Bryan, Travis Beard, Nettie Y. Davis, Buddy Palmer, Mike Bryan, Willie Jennings; City Attorney Ben Logan; Amanda Daniel, Clerk of the Council.

Reverend Chris Traylor, President of the Lee County Chapter of the National Association for the Advancement of Colored People (NAACP) and pastor of Little Zion Missionary Baptist Church gave the invocation, followed by the Pledge of Allegiance led by Councilman Travis Beard.

IN THE MATTER OF CALLING THE MEETING TO ORDER

President Markel Whittington called the meeting to order at 6:00 p.m.

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

Councilman Beard moved, seconded by Councilman M. Bryan, to confirm the agenda with the following amendments:

- | | | |
|-----------------------|-----|--|
| <u>ADD:</u> | 8.3 | REVIEW/DISCUSS ORDINANCE ESTABLISHING POLICY FOR THE DISPLAY OF THE STATE FLAG AT MUNICIPAL FACILITIES AND GROUNDS |
| <u>DELETE:</u> | 4.3 | RECOGNITION OF MAJOR THOROUGHFARE COMMITTEE MEMBERS HUDSON BRYAN, KEN BURTON, AND KAY TRAPP |

The vote was unanimous in favor.

PROCLAMATIONS, RECOGNITIONS, AND REPORTS AGENDA

IN THE MATTER OF RECOGNITION OF BOY/GIRL SCOUTS

No scouts were present for recognition.

IN THE MATTER OF RECOGNITION OF CITY EMPLOYEES

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

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

Mayor Shelton read and presented a proclamation in recognition of “National Human Trafficking Prevention Day” which is to be proclaimed January 18, 2018. Quoting from the proclamation, “the great City of Tupelo stands and speaks boldly against the actions of human slavery for all children, women, and men,” Communities throughout the United States, Canada and other participating countries will be helping raise awareness about the critical need to stop human trafficking throughout the month of January.

IN THE MATTER OF PUBLIC RECOGNITIONS

The City Council Members made the following recognitions:

Councilman Jennings gave a testimony, which revealed that his grandfather was a slave. He voiced his opposition to the adoption of the Resolution to the Governor, Lt. Governor, and Speaker of the House of Representatives to Call for a Referendum of the State Flag. Councilman Jennings explained that in his opinion the City of Tupelo is not required to seek instruction from the State Legislature regarding this matter. He opposed the adoption of the Ordinance Establishing Policy for the Display of the State Flag at Municipal Facilities and Grounds stating that this issue should be placed on hold to allow more time for discussion regarding this matter.

Councilman Palmer thanked Public Works Director Chuck Williams and the Public Works Department staff for their diligent work keeping the city streets salted and clean during the winter storm this week.

Councilwoman Davis recognized the Martin Luther King Jr. Committee and the Community Outreach Committee for the hard work and dedication required to make the recent Martin Luther King Jr. birthday celebration a true success. The speakers were excellent and a very diverse crowd attended the events.

IN THE MATTER OF THE MAYOR’S REPORT

Mayor Shelton echoed Councilwoman Davis by thanking all of the individuals who took part in securing the success of the Martin Luther King, Jr. birthday celebration.

Mayor Shelton offered his gratitude and appreciation to the Public Works Department, Parks and Recreation Department, Fire Department and Police Department for their hard work and service during the winter storm event this week.

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For the purpose of the minutes, Mayor Shelton provided the following formal report:

“First, I would like to again thank the council for their positive working relationship with this administration over the past years. I know that each member of the council loves the City of Tupelo just as much as I do, and that while we may have disagreements, we can disagree without being disagreeable. Our positive working relationship has been a hallmark of our tenure, and that is something that I greatly value and am committed to maintaining.

The two issues I would like to address are the agenda items pertaining to the flag of the State of Mississippi and that pertaining to the proposed turn lane for TCPS on Endville Road.

As everyone in the room is aware, I issued a statement of objections, more commonly known as a veto, pertaining to the Endville Road issue and have requested that the matter go through the normal process for capital projects and road improvements. It is my understanding that a member of the council is inclined to make a motion to reconsider and amend the previous agenda item (7.6 on the January 2, 2018 council agenda) and send this matter to the traffic committee for further study as is our common practice. Should this be done, when we get to agenda item 6.1 tonight, I would respectfully request the opportunity to speak and rescind the statement of objections. I greatly appreciate the council’s willingness to work with the administration on this matter.

With that said, I have made no secret of my objection to using general funds to benefit a private entity that has the means and ability to make the road improvement themselves. I have campaigned to fully support the Tupelo Public School District and that is a campaign promise that I intend to keep. At this critical time in our city’s history, I firmly believe that it is more crucial than ever that we use any and all resources available to help our public school district, revitalize our neighborhoods, and improve our quality of life in Tupelo to attract new working class families. I do not feel that aiding a private entity that has the ability to fill its own needs serves this purpose. TCPS is a private school and the improvement should be made with private funding.

We have two matters on the agenda tonight pertaining to the State Flag. Again, as with the Endville Road issue, I appreciate the Council’s willingness to work with the administration on this matter. As we are aware, I issued an Executive Order on January 8, 2018 to mandate that the state flag not be displayed at the administrative headquarters of the Tupelo Police Department. I did this with full awareness that some of the council and many in the public would not agree with my decision. I wholeheartedly, however believe that the decision was the correct one for the city of Tupelo.

The council, as the legislative body for the city of Tupelo, has within its authority the prerogative to make policy decisions such as when and where the flag should be displayed in our city. For

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those not aware, this would include mandating that the state flag be flown at all municipal parks, buildings and properties.

Therefore, I appreciate the council's willingness to maintain the status quo on this issue and submit a resolution to the State of Mississippi requesting state action. As we all know, this is ultimately a state not local issue.

As I have said, I will not veto the local flag display ordinance and will sign the resolution and immediately send it to the offices of the Governor, Lt. Governor, and Speaker of the House of the State of Mississippi.

With all of that said, I do feel the need to speak perhaps more directly than my normal mayor's reports. The issue pertaining to the design of the state flag of the State of Mississippi is one of great controversy locally, state wide, and nationally. Our decision tonight will have implications on how Tupelo is perceived to local community, to those across our state, and those across the nation.

Virtually every economic development group, every statewide religious organization, every university, every professional group, as well as our areas major corporations and largest employers have taken a stand stating that it is time for a new flag in the state of Mississippi.

As a city, we have always taken great pride in being a progressive Southern city as well as a leader in the state and region. We market ourselves nationally and internationally for economic development and tourism. In my position, taking a regressive position on the state flag does not help us maintain our image as a modern progressive city.

We have to compete with cities near and far to keep our young people and attract new ones. Taking a position supportive of a flag so closely connected to overt racism, in my opinion, does not help us further these goals. I believe that we need to be an inviting and welcoming city so that we can continue to grow and complete with other municipalities both near and far.

Likewise, while the nation is watching, we have an opportunity to be on either the right or wrong side of history. There is absolutely zero question that the current state flag will eventually be changed to a design that unifies rather than divides our citizens. As I have stated previously, it is either up to our generation of leaders to make the decision, or we can leave it to future generations of leaders to make the decision. But, I have no doubt; the flag will eventually be changed. It is simply a controversy that will never go away until the flag is changed.

Our great state has too many pressing current issues that should preclude us from fighting the fights of yesterday. We have serious statewide challenges in economic development; we have a yearly battle over the ability to fund our public school system at merely an adequate level

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and forces who are actively attempting to dismantle our public schools; we unfortunately lead the nation in the “brain drain” or exodus of our young people who seek better opportunities in other states; and we have crumbling infrastructure all over the state that limits our ability to grow; and many other pressing issues.

There are many issues worth fighting for in our state, but I would respectfully submit that fighting to maintain our status as the last and only state in the nation to fly the Confederate battle flag as part of our state flag is not worth fighting for in 2018. Let’s let the past be the past, and move forward together to build a better state for ourselves and future generations.”

A copy of the Mayor’s Report is attached to these minutes and incorporated herein as **APPENDIX A.**

(CLOSE REGULAR MEETING AND THE OPEN PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

No items appeared for consideration.

CITIZEN HEARINGS

IN THE MATTER CONCERNING ESTABLISHING A POLICY FOR THE DISPLAY OF STATE FLAG AT MUNICIPAL FACILITIES AND GROUNDS

Councilwoman Davis moved, seconded by Councilman Jennings, to suspend the rules to allow citizens to address the council regarding this matter. The vote was unanimous in favor.

The following individuals addressed the council regarding this matter:

(A)	Mr. Ron Richardson	2331 Quail Creek Road	Tupelo, Mississippi
(B)	Ms. Mary Jane Meadows	2595 Mount Vernon Road	Tupelo, Mississippi
(C)	Mr. Adam Morris	410 Magnolia Drive	Tupelo, Mississippi
(D)	Ms. Doyce Deas	645 Highland Circle	Tupelo, Mississippi
(E)	Rev. Chris Traylor	127 Road 711	Tupelo, Mississippi
(F)	Rev. George Parks	2738 Woodmere Circle	Tupelo, Mississippi
(G)	Bishop Clarence Parks	2738 Woodmere Circle	Tupelo, Mississippi

(CLOSE PUBLIC AGENDA AND OPEN THE REGULAR SESSION)

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ACTION AGENDA

IN THE MATTER OF REVIEW, OVERRIDE MAYOR'S VETO OF THE CITY COUNCIL DECISION ON JANUARY 2, 2018, TO APPROVE THE PROPOSAL OF CONSTRUCTION OF A TURN LANE ON BELDEN ENDVILLE ROAD BASED ON COST ESTIMATES PROVIDED BY THE DEPARTMENT OF DEVELOPMENT SERVICES

President Whittington opened the floor to sustain or override the mayor's veto or address his statement of objections by way of a motion to amend the council's previous action.

Councilman Palmer moved, seconded by Councilwoman Davis, to amend the council's previous action as follows: The Belden-Endville Road turn lane will be placed before the Traffic Committee for study, review, and recommendations and then placed on the Capital Plan as a potential project for funding as determined by the priorities of the city council. The vote was unanimous in favor.

Mayor Shelton sought the chair's recognition and was granted the floor to rescind his statement of objection/veto dated January 9, 2018. Copies of the supporting documents are attached to these minutes as **APPENDIX B.**

IN THE MATTER OF REVIEW, ADOPT, REJECT RESOLUTION ACCEPTING THE BID OF TRUSTMARK BANK AND DESIGNATING BANK DEPOSITORIES

The council voted unanimously at the December 5, 2017, regular meeting to accept the bid proposal of Trustmark National Bank to serve as the depository for the City of Tupelo for a period of two (2) years and to authorize the Mayor and City Clerk to execute any and all documents to enter into agreements with the bank subject to City Council ratification.

Councilman Beard moved, seconded by Councilwoman Davis, to adopt this resolution as submitted. The vote was unanimous in favor. An executed copy of this resolution is attached to these minutes and incorporated herein as **APPENDIX C.**

IN THE MATTER OF REVIEW/APPROVE/REJECT CREDIT SERVICES AGREEMENT WITH TRUSTMARK NATIONAL BANK

Councilman Palmer moved, seconded by Councilman Beard, to approve this agreement as submitted. The vote was unanimous in favor. A copy of the agreement is attached to these minutes and made a part hereof as **APPENDIX D.**

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IN THE MATTER OR REVIEW, APPROVE, REJECT DEPOSITORY AGREEMENT WITH TRUSTMARK NATIONAL BANK

Councilman L. Bryan moved, seconded by Councilman M. Bryan, to approve this agreement as submitted. The vote was unanimous in favor. A copy of the agreement is attached to these minutes and made a part hereof as **APPENDIX E.**

IN THE MATTER OF REVIEW, APPROVE, REJECT TA17-02 A, AMENDMENTS TO DEVELOPMENT CODE CONGREGATE LIVING PROVISION (ORIGINALLY TABLED DECEMBER 5, 2017)

Per legal counsel, this item remained tabled.

Note: Moved to Study Agenda – October 17, 2017
Moved to Action Agenda – November 21, 2017
Tabled – December 5, 2017

IN THE MATTER OF REVIEW, APPROVE, REJECT MINUTES OF THE JANUARY 2, 2018 REGULAR COUNCIL MEETING

Councilman Jennings moved, seconded by Councilman Palmer, to approve the meeting minutes as submitted. The vote was unanimous in favor.

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

No advertising and promotional expenses were submitted for consideration.

IN THE MATTER OF REVIEW, PAY BILLS

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

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

CHECK NUMBERS 342638 – 343004
ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF THE DOCKET
INVOICES AS SHOWN ON THE FACE OF THE DOCKET

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**IN THE MATTER OF REVIEW, APPROVE, REJECT THE MINUTES OF THE
JANUARY 4, 2018 SPECIAL CALL COUNCIL MEETING**

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

**IN THE MATTER OF REVIEW, APPROVE, REJECT FY2018 BUDGET REVISION
NO. 3**

Councilwoman Nettie Y. Davis moved, seconded by Councilman Jennings, to approve FY2018 Budget Revision No. 3 as submitted. The vote was unanimous in favor. A copy being attached to these minutes as **APPENDIX F.**

As a point of record, Councilman Jennings does not support increasing the budget by \$2.5 million to fund the purchase of the President's Gate apartment complex.

**IN THE MATTER OF REVIEW, AWARD, REJECT THE FOLLOWING PUBLIC
WORKS DEPARTMENT BIDS FOR THE SURPLUS TO ~~SALE~~ EQUIPMENT**

sell

- (A) 1494PW 2016 KUBOTA TRACTOR MS-111HDC
(592 HOURS) SERIAL NO. 51012
- (B) 1495PW 2016 KUBOTA TRACTOR MS-111HDC
(483 HOURS) SERIAL NO. 50523

Two bidders responded to the sale of each tractor. Amounts offered were below the acceptable value threshold. The Public Works Department does not recommend either bidder, a copy of both bid packets are attached to these minutes as **APPENDIX G.**

Councilman Palmer moved, seconded by Councilwoman Davis, to reject both Bid 1494PW and Bid 1495PW as recommended by the Public Works Department. The vote was unanimous in favor.

**IN THE MATTER OF REVIEW, APPROVE, REJECT REQUEST TO SURPLUS TO
SELL TWO (2) 2016 KUBOTA TRACTORS TO BE REMOVED FROM THE FIXED
ASSET LIST**

Chuck Williams, Director of the Tupelo Public Works Department, submitted a request to the Mayor and City Council to surplus two (2) Kubota tractors, full descriptions being set forth on Mr. Williams' memorandum dated December 5, 2017, which is attached to the minutes as **APPENDIX H.** These two tractors will be sold by sealed bid.

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Councilman Beard moved, seconded by Councilman Palmer, to approve this request. The vote was unanimous in favor.

IN THE MATTER OF REVIEW, ACCEPT, REJECT THE JANUARY 8, 2018
PLANNING COMMITTEE MEETING MINUTES

Councilman M. Bryan moved, seconded by Councilman Beard, to accept the minutes as submitted, a copy being attached as **APPENDIX I.** The vote was unanimous in favor.

IN THE MATTER OF REVIEW, ACCEPT, REJECT THE NOVEMBER 4, 2017 MAJOR
THOROUGHFARE COMMITTEE MINUTES

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

IN THE MATTER OF REVIEW, ACCEPT, REJECT THE DECEMBER 11, 2017
MAJOR THOROUGHFARE COMMITTEE MINUTES

Councilman Jennings moved, seconded by Councilman Beard, to accept the minutes as submitted. A copy is attached to these minutes as **APPENDIX K.**

IN THE MATTER OF REVIEW, APPROVE, REJECT REQUEST TO SURPLUS
OFFICER'S DUTY WEAPON (GLOCK MODEL 19, 9MM) SERIAL NO. TEB-999 FOR
\$1.00. TO BE TURNED OVER TO HIM FOR HIS RETIREMENT FROM THE CITY
OF TUPELO POLICE DEPARTMENT

Pursuant to Miss. Code Anno. §45-9-131 (1972 as amended), Police Chief Bart Aguirre submitted a request to surplus Kenneth Hawes' duty weapon as referenced above for \$1.00. The duty weapon will be turned over to him upon his retirement from the City of Tupelo Police Department. A copy of this letter is attached to these minutes as **APPENDIX L.**

Councilman Beard moved, seconded by Councilman Palmer, to approve this request. The vote was unanimous in favor.

IN THE MATTER OF REVIEW, APPROVE, REJECT AN ELECTRIC RATE
ADJUSTMENT AND REVIEW, ADOPT, REJECT ORDINANCE ACCEPTING AN
ELECTRIC RATE ADJUSTMENT

Councilman Beard moved, seconded by Councilman L. Bryan, to amend the agenda

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order to move this item originally numbered 7.17 up to item 7.13 A. The motion passed by a vote of 6-1 with the members voting as follows:

Aye: Councilmembers Whittington, L. Bryan, Beard, Davis, M. Bryan, Jennings
Nay: Councilmember Palmer

Councilwoman Davis moved, seconded by Councilman Jennings, to approve the electric rate adjustment as requested and adopt the Ordinance Accepting the Rate Adjustment. The vote was unanimous in favor. A copy of the letter of request and executed ordinance are attached to these minutes as **APPENDIX M.**

**IN THE MATTER OR REVIEW, ADOPT, REJECT AN ENGAGEMENT RESOLUTION
HIRING IN CONNECTION WITH THE ISSUANCE OF REVENUE BONDS**

Councilman L. Bryan moved, seconded by Councilman Beard, to adopt the following resolution:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI (THE "CITY"), EMPLOYING PROFESSIONALS IN CONNECTION WITH THE ISSUANCE OF REVENUE BONDS OF THE CITY; AND FOR RELATED PURPOSES

The vote was unanimous in favor to adopt this resolution as submitted. A copy of this executed document is attached hereto and made part of these minutes as **APPENDIX N.**

**IN THE MATTER OF REVIEW, ADOPT, REJECT INTENT RESOLUTION
AUTHORIZING THE ISSUANCE OF REVENUE BONDS AND/OR REVENUE
AND/OR LOAN FOR IMPROVEMENTS TO THE ELECTRIC SYSTEM OF THE CITY
OR THE WATER AND SEWER SYSTEM OF THE CITY**

Councilman L. Bryan moved, seconded by Councilman Beard, to adopt the following resolution:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI (THE "CITY"), DECLARING THE INTENTION OF THE CITY TO ENTER INTO A LOAN (THE "LOAN") WITH THE MISSISSIPPI DEVELOPMENT BANK (THE "BANK") SECURED BY A PROMISSORY NOTE (THE "NOTE") PURSUANT TO MISSISSIPPI CODE 1972 ANNOTATED, SECTIONS 21-27-23 AND 21-27-41 THROUGH 21-27-69, AS AMENDED FROM TIME TO TIME (THE "BOND ACT") AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED FROM TIME TO TIME, (THE "BANK ACT") AND TOGETHER WITH THE BOND ACT, THE "ACT") FOR THE

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PURPOSES OF PROVIDING FUNDS FOR IMPROVING, REPAIRING, AND EXTENDING THE (A) COMBINED WATER AND SEWER SYSTEM; AND (B) ELECTRIC SYSTEM OF THE CITY AND OTHER AUTHORIZED PURPOSES UNDER THE ACT AND THE LAWS OF THE STATE OF MISSISSIPPI, SAID LOAN AND NOTE BEING FUNDED BY THE BANK FROM THE ISSUANCE OF ITS NOT TO EXCEED \$16,500,000 SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT); AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION

The vote to adopt this resolution as submitted was unanimous in favor. A copy of this executed document is attached hereto and made part of these minutes as **APPENDIX O.**

IN THE MATTER OF REVIEW, APPROVE, REJECT, MANAGEMENT AGREEMENT BETWEEN THE CITY OF TUPELO ("OWNER") AND PROVENCE REAL ESTATE, LLC ("MANAGER") FOR THE PRESIDENT'S GATE APARTMENT PROJECT

As a point of information, City Attorney Ben Logan advised that the motion should grant the Mayor authority to negotiate this agreement, which will be brought back to the city council for ratification at a later date. Councilman L. Bryan moved, seconded by Councilman Palmer, to approve this motion as advised by legal counsel. The motion passed by a vote of 6 – 1 with the members voting as follows:

Aye: Councilmembers Whittington, L. Bryan, Beard, Davis, Palmer, M. Bryan
Nay: Councilmember Jennings

A copy of a draft of this agreement is attached to these minutes as **APPENDIX P.**

IN THE MATTER OR REVIEW. APPROVE, REJECT FIRST AMENDMENT TO LAND EXCHANGE AGREEMENT DATED DECEMBER 29, 2017

Councilman Palmer moved, seconded by Councilman L. Bryan to approve this amendment to the land exchange agreement to add lease provisions for the Lanier building. The vote was unanimous in favor. A copy of this agreement is attached to these minutes at **APPENDIX Q.**

IN THE MATTER OF REVIEW, APPROVE, REJECT SURPLUS ITEM LIST TO SELL AT AUCTION ON MARCH 17, 2018

Chuck Williams, Public Works Director, submitted a list of items that are not used, and if the items are still working, they have no value or useful life remaining to the department. The Public Works Department determined the listed items to be surplus to the department and requests that the items are sold at auction.

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Councilwoman Davis moved, seconded by Councilman Beard, to approve the asset for surplus list and to authorize the Public Works Department to sell the listed item at auction. The vote was unanimous in favor. A copy of the Public Works Department's surplus list is attached to these minutes as **APPENDIX R.**

STUDY AGENDA

IN THE MATTER OF REVIEW, DISCUSS RESOLUTION TO THE GOVERNOR, LT. GOVERNOR, AND SPEAKER OF THE HOUSE OF REPRESENTATIVES TO CALL FOR THE REFERENDUM OF THE STATE FLAG OF MISSISSIPPI

Councilman L. Bryan moved, seconded by Councilman Palmer to suspend the rules and move this item up to the Action Agenda. The motion passed by a vote of 6 – 1 with the members voting as follows:

Aye: Councilmembers Whittington, L. Bryan, Beard, Davis, Palmer, M. Bryan
Nay: Councilmember Jennings

Councilman Palmer moved, seconded by Councilman L. Bryan, to adopt the resolution as submitted. Councilman L. Bryan read the resolution aloud to the public. As result of their discussion regarding this matter, the motion passed by a vote of 6 -1 with the members voting as follows:

Aye: Councilmembers Whittington, L. Bryan, Beard, Davis, Palmer, M. Bryan
Nay: Councilmember Jennings

An executed copy of this resolution is attached to these minutes and incorporated herein as **APPENDIX S.**

IN THE MATTER OF REVIEW, DISCUSS REZONING OF PARCEL NO. 087S-26-035-08 LOCATED ON EASON BOULEVARD

The council agreed to move this item up to the February 6, 2018 Action Agenda.

IN THE MATTER OF REVIEW/DISCUSS ORDINANCE ESTABLISHING POLICY FOR THE DISPLAY OF THE STATE FLAG AT MUNICIPAL FACILITIES AND GROUNDS

Councilman Jennings moved, seconded by Councilwoman Davis, to table this item to allow for further discussion. The motion failed by a vote of 2 – 5 with the members voting as follows:

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Aye: Councilmembers Davis, Jennings
Nay: Councilmembers Whittington, L. Bryan, Beard, Palmer M. Bryan

Councilman L. Bryan moved, seconded by Councilman Palmer, to suspend the rules to move this item up to the Action Agenda. The motion passed by a vote of 5 – 2 with members voting as follows:

Aye: Councilmembers Whittington, L. Bryan, Beard, Palmer, M. Bryan
Nay: Councilmembers Davis, Jennings

Councilman M. Bryan moved, seconded by Councilman Palmer, to adopt the Ordinance as submitted. As a point of record, Councilwoman Davis publically opposed this ordinance and encouraged the council to cast a vote that reflects the desire of all Citizens of Tupelo. Following a discussion regarding this matter, the motion to adopt this ordinance passed by a vote of 4 -3 with the members voting as follows:

Aye: Councilmembers Whittington, Beard, Palmer, M. Bryan
Nay: Councilmembers L. Bryan, Davis, Jennings

An executed copy of this ordinance is attached to these minutes and incorporated herein as **APPENDIX T.**

EXECUTIVE SESSION

IN THE MATTER OF EXECUTIVE SESSION

No items appeared for consideration.

IN THE MATTER OF ADJOURNMENT

There being no further business to come before the City Council, Councilman Palmer moved, seconded by Councilman L. Bryan to adjourn the meeting at 8:00 p.m. The vote was unanimous in favor.

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ATTEST:

Amanda Daniel
CLERK OF THE COUNCIL

Mark Whittington
PRESIDENT

Jason S. Smith
MAYOR
February 07, 2018
DATE

MAYOR'S REPORT

January 18, 2018

Tonight, I wanted to make a more formal report than normal, mostly for purposes of being included in the minutes. I felt that was important due to the significance of the items on the agenda tonight.

First, I would like to again thank the council for their positive working relationship with this administration over the past years. I know that each member of the council loves the city of Tupelo just as much as I do and wants our All-America City to succeed just as much as I do, and that while we may have disagreements, we can disagree without being disagreeable. Our positive working relationship has been a hallmark of our tenure, and that is something that I greatly value and am committed to maintaining.

The two issues I would like to address are the agenda items pertaining to the flag of the State of Mississippi and that pertaining to the proposed turn lane for TCPS on Endville Road.

As everyone in the room is aware, I issued a statement of objections, more commonly known as a veto, pertaining to the Endville Road issue and have requested that the matter go through the normal process for capital projects and road improvements. It is my understanding that a member of the council is inclined to make a motion to reconsider and amend the previous agenda item (7.6 on the Jan. 2, 2018 council agenda) and send this matter to the traffic committee for further study as is our common practice. Should this be done, when we get to agenda item 6.1 tonight, I would respectfully request the opportunity to speak and rescind the statement of objections. I greatly appreciate the council's willingness to work with the administration on this matter.

With that said, I have made no secret of my objection to using general funds to benefit a private entity that has the means and ability to make the road improvement themselves. I have campaigned to fully support the Tupelo Public School District and that is a campaign promise that I intend to keep. At this critical time in our city's history, I firmly believe that it is more crucial than ever that we use any and all resources available to help our public school district, revitalize our

neighborhoods, and improve our quality of life in Tupelo to attract new working class families. I do not feel that aiding a private entity that has the ability to fill its own needs serves this purpose. TCPS is a private school and the improvements should be made with private funding.

We have two matters on the agenda tonight pertaining to the State Flag. Again, as with the Endville Road issue, I appreciate the Council's willingness to work with the administration on this matter. As we are aware, I issued an Executive Order on January 8, 2018 to mandate that the State Flag not be displayed at the administrative headquarters of the Tupelo Police Department. I did this with full awareness that some on the council and many in the public would not agree with my decision. I wholeheartedly, however, believe that the decision was the correct one for the city of Tupelo.

The council, as the legislative body for the city of Tupelo, has within its authority the prerogative to make policy decisions such as when and where the flag should be displayed in our city. For those not aware, this would include mandating that the state flag be flown at all municipal parks, buildings, and properties. Therefore, I appreciate the council's willingness to maintain the status quo on this issue and submit a resolution to the State of Mississippi requesting state action. As we all know, this is ultimately a state and not a local issue.

As I have said, I will not veto the local flag display ordinance and will sign the resolution and immediately send it to the offices of the Governor, Lt. Governor, and Speaker of the House of the State of Mississippi.

With all of that said, I do feel the need to speak perhaps more directly than my normal mayor's reports. The issue pertaining to the design of the state flag of the State of Mississippi is one of great controversy locally, state wide, and nationally. Our decision tonight will have implications on how Tupelo is to be perceived to the local community, to those across our state, and those across the nation.

Virtually every economic development group, every statewide religious organization, every university, every professional group, as well as our areas major corporations and largest employers have taken a stand stating that it is time for a new flag in the state of Mississippi.

As a city, we have always taken great pride in being a progressive southern city as well as a leader in the state and region. We market ourselves nationally and internationally for economic development and tourism. In my position, taking a regressive position on the state flag does not help us maintain our image as a modern progressive city.

We have to compete with cities near and far to keep our young people and attract new ones. Taking a position supportive of a flag so closely connected to overt racism, in my opinion, does not help us further these goals. I believe that we need to be an inviting and welcoming city so that we can continue to grow and compete with other municipalities both near and far.

Likewise, while the nation is watching, we have an opportunity to be on either the right or wrong side of history. There is absolutely zero question that the current state flag will eventually be changed to a design that unifies rather than divides our citizens. As I have stated previously, it is either up to our generation of leaders to make the decision, or we can leave it to future generations of leaders to make the decision. But, I have no doubt, the flag will eventually be changed. It is simply a controversy that will never go away until the flag is changed.

Our great state has too many pressing current issues that should preclude from fighting the fights of yesterday. We have serious statewide challenges in economic development; we have a yearly battle over the ability to fund our public school system at merely an adequate level and forces who are actively attempting to dismantle our public schools; we unfortunately lead the nation in the "brain drain" or exodus of our young people who seek better opportunities in other states; and we have crumbling infrastructure all over the state that limits our ability to grow; and many other pressing issues.

There are many issues worth fighting for in our state, but I would respectfully submit that fighting to maintain our status as the last and only state in the nation to fly the confederate battle flag as part of our state flag is not worth fighting for in 2018. Let's let the past be the past, and move forward together to build a better state for ourselves and future generations.

Thank you.



For Immediate Release

Contact Leesha Faulkner

6+62-231-5802 – cell

January 9, 2018

Mayor Veto Statement

During the regular City Council meeting of Tuesday, January 2, 2018, the Council considered “in the matter of review/approve/reject proposal of construction of a turn lane on Belden Endvill Road based on cost estimates provided by the Department of Development Services.” By a 5-1 vote, the Council approved the item.

Today, I am returning without my approval the agenda item, which would provide for an unfunded mandate, as provided by Mississippi Code § 21-8-17. (General powers and duties of mayor; approval of ordinances) A key component of this administration is to budget wisely and to pay as we go. Last summer, the Council and Administration worked together on our 2017-18 fiscal year budget that forecasted increased spending of nearly \$2 million split between blight removal and road maintenance.

It was at Council’s request that the Administration’s proposed budget increased street paving and maintenance. In doing so, the city’s capital improvements budgeted slightly more than \$2 million for street overlay and maintenance. Among those projects slated, a turning lane for Belden Endville Road does not appear. The major collector does appear on an overlay list under the Major Thoroughfare Program.

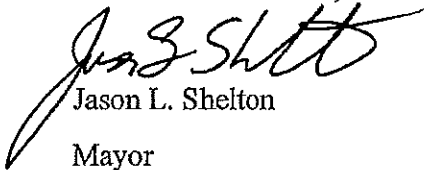
Additionally, the action by a majority of the Council to build this turning lane is inconsistent with the process of road building for the City. Here is the process for road building as it would apply to creating a turn lane at Tupelo Christian Preparatory School:

- Determine the need

- Conduct a traffic impact analysis, required under Chapter 12 of the Development Code when private use development of property impacts public traffic.
- Present a request to the Traffic Committee, which has the responsibility of designating school zones, crosswalks and safety zones. The Traffic Committee is charged with marking off of traffic lanes, indicating flow of traffic. The Traffic Committee uses traffic counts and accident reports to approve changes, additions, closures, signs and markings.
- The Endville Road MDOT Average Annual Daily Traffic count is 2100, West of the city limits; 2400, just pst CR41 at the city limits; 2600 after Countrywood Cove and 3600 West of TCPS. No numbers have been derived for TCPS entrance or at McCullough Boulevard.
- Annual priority lists contained in the street improvement and overlay plans of the Tupelo Public Works Department, capital plan and Major thoroughfare Program, rating 1-5 with 1 the best condition and 5 the worst. Endville Road is graded as a 1.
- How needed projects are estimated
 - Based on the need, preliminary engineering estimates are derived and refined after the project is approved.
- How road projects are prioritized for funding
 - General fund street improvement and overlay funds
 - Capital plan projects
 - Major Thoroughfare maintenance funds for arterial and major collector roads.
 - Major Thoroughfare project funds
 - Special assessment projects where the adjoining property owners repay the cost, or a portion of the cost of the improvements on an annual basis from property taxes
 - The private entity pays for the project and then dedicates the improvements to the use of the general public. This occurred in Tupelo with the Walmart on South Gloster Street.

The reason for this process is to remain fiscally conservative as we accomplish projects on our capital expenditures list. This Administration has maintained the steady course, and will continue to do so.

It is for these reasons, I must veto this Council action.


Jason L. Shelton
Mayor



City of Tupelo

Jason L. Shelton
Mayor

CITY COUNCIL

January 18, 2018

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

Mr. John Crawley
Traffic Committee Chairman
Department of Development Services
Post Office Box 1485
Tupelo, Mississippi 38802-1485

Mr. Crawley:

I would like to make a formal request that the following item be placed before the Traffic Committee for study, review, and recommendations:

REVIEW/DISCUSS CONSTRUCTION OF A TURN LANE ON
BELDEN ENDVILLE ROAD BASED ON COST ESTIMATES
PROVIDED BY THE DEPARTMENT OF DEVELOPMENT
SERVICES.

Please include the above referenced item on the next scheduled Traffic Committee meeting agenda. Thank you in advance for your assistance and consideration regarding this matter.

Best regards,

Markel Whittington

Markel Whittington
President, Tupelo City Council

Cc:
Ms. Pam Blassingame
Tupelo City Council

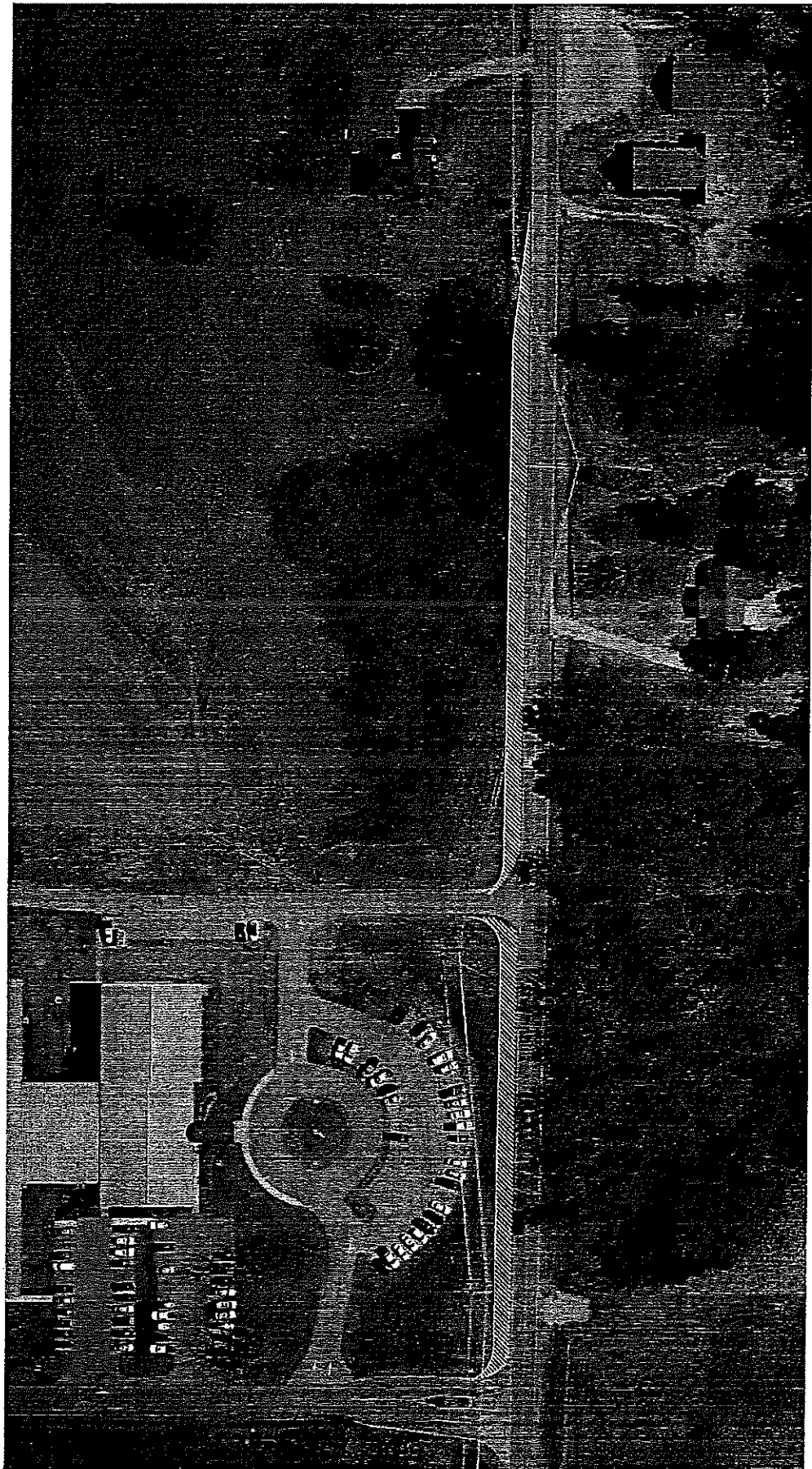
6.1

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**



APPENDIX B

RESOLUTION

A RESOLUTION ACCEPTING THE BID OF TRUSTMARK BANK AND DESIGNATING BANK DEPOSITORIES

WHEREAS, Section 27-105-353 of the Mississippi Code of 1972, as amended, provides for the selection of qualified financial institutions as bank depositories; and

WHEREAS, the City of Tupelo has advertised in the *Northeast Mississippi Daily Journal* to receive bids from qualified financial institutions as provided by statute as shown in the Proof of Publication attached hereto as Exhibit A; and

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

1. The bid proposal of Trustmark Bank attached as Exhibit B, is hereby accepted as the highest and best bid and said bank shall serve as primary depository bank from the effective date of February 1, 2018, for twenty-four (24) months.
2. Trustmark Bank has represented to the City of Tupelo that it is a qualified financial institution under the provisions of sections 27-105-5, 27-105-303, and 27-105-353 and is hereby designated as a municipal depository bank.
3. In order to maximize efficiency and economy, the City of Tupelo shall place all demand deposit accounts with the primary depository bank. Interest on the demand deposit account shall be on an average daily balance basis.
4. Trustmark Bank shall be a designated Public Depository in the Statewide Collateral Pool Program and must submit to the City a copy of the Collateral Security Agreement on file at the State of Mississippi Treasury Department.

The foregoing Resolution was proposed in a motion by Council Member

Travis Beard seconded by Council Member Nettie Y. Davis and brought to a vote as follows:

Councilmember Whittington voted	<u>AYE</u>
Councilmember L. Bryan voted	<u>AYE</u>
Councilmember Beard voted	<u>AYE</u>
Councilmember Davis voted	<u>AYE</u>

Councilmember Palmer voted	<u>AYE</u>
Councilmember M. Bryan voted	<u>AYE</u>
Councilmember Jennings voted	<u>AYE</u>

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 18th day of January, 2018.

CITY OF TUPELO, MISSISSIPPI

By: Markel Whittington
MARKEL WHITTINGTON
City Council President

ATTEST:

Amanda Daniel
AMANDA DANIEL, Clerk of Council

APPROVED:

Jason L. Shelton
JASON L. SHELTON, Mayor

January 19, 2018
DATE

STATE OF MISSISSIPPI, LEE COUNTY:

Personally appeared before me, DIANNE E. POWELL Notary Public,
in and for said County and State, H. CLAY FOSTER, JR. Publisher of a
newspaper printed and published in the City of Tupelo, Lee County, Mississippi, called The
Northeast Mississippi Daily Journal, who being duly sworn, deposes and says that the publication
of a certain notice, a true copy of which is hereunto attached, has been made in said newspaper for
2 weeks consecutively to-wit:

Vol. 144 No. 217 Date Nov. 3, 2017Vol. 144 No. 224 Date Nov. 10, 2017

Vol. _____ No. _____ Date _____ 20__

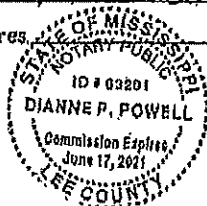
Vol. _____ No. _____ Date _____ 20__

Vol. _____ No. _____ Date _____ 20__

Vol. _____ No. _____ Date _____ 20__

Witness my hand and seal this 10 dayof November, 2017Dianne E. Powell

My Commission expires _____



LEGAL NOTICE
REQUEST FOR PROPOSALS
City of Tupelo Bank Department
PLEASE TAKE NOTICE that the
City of Tupelo, Mississippi (the
City) will receive proposals from
qualified financial institutions as
defined by Miss. Code Ann. (1972)
§27-105-113 and §27-105-153 to
serve as a designated depository
for the City for a twenty-four (24)
month period beginning February
14, 2018. Financial institutions
must be qualified at the beginning of
said period and must regularly
under the provisions of Miss.
Code Ann. §27-105-153, effective
July 1, 2004, to the City.
Said proposals shall be sealed
and submitted to Kim Hanks, City
Clerk, City of Tupelo, P.O. Box
1485, 1st Floor, Office 714,
East Troy, Tupelo, MS 38804, no
later than 10:00 a.m. Tuesday,
November 14, 2017, at which time
such proposals shall be publicly
opened.
In order to minimize redundancy
and economy, the City of Tupelo
will have all demand deposit
accounts with one (1) banking
institution. Interest on the
demand deposits will be on an
average daily balance. All other
City funds will be invested by
collateral on a competitive basis
from all qualified depositories
approved by the City of Tupelo.
Each proposal shall contain
interest rates to be paid on both
short-term and long-term funds
held by the institution as well as
the service charge for transactions
handled by the institution for the
City. Each financial institution
designated as a depository shall
designate the security and collater-
al authorized by law as specified
in Miss. Code Ann. Sections §27-
105-113 and §27-105-153 for secur-
ing the funds in an amount equal
to 105% of the maximum amount of
deposits at any one time exclusive
of that portion of said deposit
account insured by Federal
Deposit Insurance Corporation. In
the event that the City designates
more than one depository, each
financial institution designated as a
depository shall provide security
and collateral in an amount equal
to 105% of the maximum sum
actually on deposit at that finan-
cial institution. Each financial
institution designated as a depository
shall enter into a depository
agreement with the City.
The City reserves the right to
reject any and all proposals. The
City reserves the right to reduce
increase or vary the amount of
municipal funds on deposit at its
discretion.
Any questions concerning the
proposal should be directed to Kim
Hanks, City Hall 2nd Floor Finance
Department, 714 East Troy Street,
Tupelo, MS 38804, telephone
662-841-6509.
- Dated this 10th day of November,
2017.
KIM HANKS
City Clerk
November 10, 2017

PRINTERS FEES

To 413 words at 22 Cents per word 90.86To Proof of Publication 3.00Total 93.86

Exhibit
"A"

Trustmark National Bank
Post Office Box 687
Tupelo, Mississippi 38802-0587
(662)841-2983

Exhibit

"B"



Trustmark

City Clerk

City of Tupelo

P.O. Box 1485

Tupelo, MS 38804

Dear Kim Hanna:

Trustmark National Bank, a banking institution and operating in the State of Mississippi, domiciled in Lee County is pleased to submit a proposal to serve as primary depository for the City of Tupelo for a period of twenty-four months beginning February 1, 2018.

Trustmark agrees to comply with section 27-105-5 of the MS Code, which mandates State Treasury be the assigned pledgee for collateral on deposits of certain government units, as authorized by State Law. This program is commonly referred to as the "Statewide Collateral Pool Program". In addition, Trustmark agrees to comply with all applicable Mississippi Laws relating to deposits held for City of Tupelo.

Trustmark would like to offer City of Tupelo an Interest Checking Account with a 2 year fixed rate of 1.35% on all daily collected balances of \$1,000.00 and above, with no monthly maintenance and activity fees. Alternatively, Trustmark offers a variable interest rate that is the equivalent of the Federal Funds Target Rate - 0.25%, currently 0.875% with a floor of 0.10%.

All bank fees will be waived, including service charges, return item fees, stop payment fees, and check orders.

Trustmark also agrees to pay the monthly fees for the use of the merchant services credit/debit card machines located at the City of Tupelo offices during the 2 year term of this agreement. These services will continue to be reimbursed at the bank level so the City is never awaiting the reimbursement for cash-out.

Future bond proceeds are not taken in consideration in the preparation of this bid, and are excluded from earning the proposed depository interest rates. Rates are paid on such funds will be priced on a case-by-case basis.

Average fees currently reimbursed and paid for the City of Tupelo include:

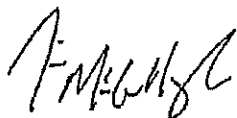
Item	Monthly Average Fee
MyTrustmark	\$500.00
ACH Services	\$700.00
Fraud Protection	\$560.00
Merchant Services	\$4,600.00

Yearly totals are approximately \$19,000 for bank fees and \$55,000 for merchant service fees.

All services are available to the bank at no additional charge including the use of Paymode-X electronic payment system which we understand is used by the State of Mississippi and is a familiar product to Kim Hanna and integrates well with the City's accounting software.

Thank you for the opportunity to present this proposal, and your consideration of Trustmark as the City of Tupelo's primary depository.

Sincerely



Jim McCullough

Assistant Vice President

Tupelo/Fulton/Oxford

City of Tupelo
Depository Bid Recommendation
For Two Year Period
February 1, 2018 thru January 31, 2020

The Depository Bids were received by the deadline of 10:00AM, November 21, 2017 in the Tax Office, 1st floor City Hall at 71E Troy Street.
Those present during the opening of the bids were:

Kim Hanna	Chief Financial Officer
Kizzy Guy	Controller
Missy Shelton	Deputy Clerk
Don Lewis	Chief Operations Officer

Bids/RFP's were opened and read aloud, then taken under advisement to be evaluated by Kim Hanna and Kizzy Guy.

The bids/RFP's were evaluated based on the criteria of yielding the highest interest rate to be paid on City funds held by the Depository and the lowest service charges and other fees to be charged by the Depository. The purpose of the evaluation was to determine the highest yield to the City, net of all fees and service charges. A summary of the bids received is shown in an accompanying schedule titled, "Depository Bid Analysis."

After the evaluation of the bids, it is the recommendation of the Finance Department that Trustmark National Bank be named as the City of Tupelo's Depository Bank. The Finance Department is respectfully asking the City Council to award the bid to Trustmark with the depository agreement and the credit card agreement to be brought back to the Council at a later date.

Awarded
12-5-17

(AP)

City of Tupelo
Depository Bid Analysis
February 1, 2018

Banking Institutions

Trustmark

BancorpSouth

CB&S

Renasant

Qualified Depository as
defined by MS Code Sec
27-105-315

YesYesYesYes

Interest Rates-For all City Funds

Fixed rate of Interest-Two years

Variable rate (formula at today's rate)

1.3500%0.7500%None1.0700%0.8750%0.5000%0.4250%None

Bank Charges

NoneNoneNoneNone

Merchant Fees for Credit Card Transactions

NoneNoneNot included in bidNot included in bid

CREDIT CARD SERVICES AGREEMENT

This Agreement is entered into this day by and between the City of Tupelo, Mississippi (hereinafter "City") and Trustmark bank (hereinafter "Bank").

WHEREAS, the City desires to provide municipal taxpayers the option of paying City taxes, fines and fees by the use of credit cards; and

WHEREAS, Bank provides such credit card services to banking customers; and

WHEREAS, the City is a customer of Bank; and

WHEREAS, the office of the State Auditor has issued an official regulation which requires governing authorities to contract with credit card issuers and/or financial institutions prior to accepting payments by credit cards for various City taxes, fines and fees.

NOW, THEREFORE, for and in consideration of the foregoing terms, conditions and covenants contained in this Agreement, the City and Bank mutually agree as follows:

1. Bank agrees to provide credit card services to the City for the purposes of providing citizens with the option of paying taxes, fines and/or fees with a credit card.
2. City agrees to use Bank's credit card services exclusively during the term of this Agreement.
3. Bank agrees to waive all processing and/or monthly fees.
4. City is not responsible for processing costs or penalties for credit cards, debit cards or any other form of electronic payment.
5. Bank agrees that City must receive the entire amount which constitutes the ordinary amount due for the tax, fee or fine without accepting a discounted payment of such tax, fee or fine.
6. City acknowledges that when disputes arise between the credit card holder and Bank, and Bank is subsequently required to dishonor the charges, City will handle the dishonored charges in the same manner as bad or returned checks.
7. The term of this Agreement shall be for two (2) years from February 1, 2018, the active dates hereof.
8. Either party may terminate this Agreement with thirty (30) days of written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

CITY OF TUPELO, MISSISSIPPI

TRUSTMARK BANK

By: Jason L. Shelton
Jason L. Shelton, Mayor

By: Charles R. Russell
Charles R. Russell, President

ATTEST:

Kim Hanna
Kim Hanna, CFO/City Clerk

DEPOSITORY AGREEMENT

This Depository Agreement ("the Agreement") is made and entered into as of this the 1st day of February, 2018, by and between the **CITY OF TUPELO, MISSISSIPPI**, a municipal corporation organized and existing under the laws of the State of Mississippi ("the City") and **TRUSTMARK BANK**, a financial institution organized and chartered under the laws of the State of Mississippi ("Trustmark").

WHEREAS, the City has decided to place public fund deposits with one or more qualified financial institutions in order to maximize efficiency and economy and to further achieve its financial goals; and

WHEREAS, the City solicited bids from qualified financial institutions to serve as public funds, depositories, as provided by Sections 27-105-1 through 27-105-371 (the "Act") of the Mississippi Code of 1972 as amended, for the designation of a depository for a certain duration; and

WHEREAS, the City found that Trustmark complies with the Mississippi statutory requirements under Sections 27-105-303 et seq. for qualification as a public funds depository; and

WHEREAS, Trustmark submitted its bid proposal to be a public funds depository for the City on _____ which copy of said proposal is attached as Exhibit A; and

WHEREAS, Trustmark has been selected by the City as the primary depository bank of public funds and financial institution for all of the City's demand deposit accounts and by Resolution dated December 19, 2017 and effective as of February 1, 2018 (the "Effective Date"), which copy of said Resolution is attached as Exhibit B (the "Resolution"); and

WHEREAS, all parties to this Agreement intend to fully comply with the applicable federal, state and local laws and/or ordinances relating to Trustmark's functioning as a legal depository of public funds.

NOW, THEREFORE, in consideration of the terms, conditions and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Trustmark hereby agree as follows:

Article 1. *Service.* The City hereby designates Trustmark as its primary depository bank and financial institution, and Trustmark agrees to serve as primary depository bank as defined by the Act and to serve as primary financial institution as provided herein. The primary depository bank and financial institution shall maintain the City's demand deposit accounts, provide usual and customary account services, and assist the City in its dealings with other depository banks if any. The City, in its discretion shall place public funds in demand deposit accounts with Trustmark. The Mayor and City Clerk shall from time to time designate which employees of the City shall have authority to transact on the City's demand deposit accounts with Trustmark (being any and all accounts now or hereafter maintained under tax identification numbers of the

City of Tupelo Water and Light Department, or of the Tupelo Coliseum Commission) and to enter into operating , cash management, funds transfer, night depository, safe deposit box, and agreements for other such usual and customary services. For the City's internal control purposes, each such transaction shall require the signatures (whether original or facsimile) of at least two (2) such employees and in the case of transactions on any account now or hereafter maintained under tax identification numbers of the City or of the Tupelo Water and Light Department, at least one (1) of which shall be the Mayor or the City Clerk and in the case of transactions on any account now or hereafter maintained under the tax identification number of the Tupelo Coliseum Commission, at least one (1) of which shall be the Coliseum Director or the City Clerk. Trustmark further agrees to assist the City by serving as the depository for all of the City's demand deposit accounts in accordance with the terms of the Resolution and this Agreement. The City reserves the right to invest all other public funds on a competitive basis to any qualified depositories.

Article 2. *Interest Rate.* The interest rate to be paid on all accounts shall be a fixed rate of 1.35% of annual percentage yield based upon the average collected daily balance.

Article 3. *Term.* Notwithstanding anything in this Agreement to the contrary, the term of the Agreement is for twenty-four (24) months from the Effective Date unless otherwise specified by law.

Article 4. *Continuing Obligations.* Trustmark has a continuing obligation to qualify as a public funds depository in accordance with Section 27-105-303 et seq. of the Act.

Article 5. *FDIC.* Trustmark's accounts at all times must be insured by the Federal Deposit Insurance Corporation to the extent required by law.

Article 6. *Capital to Total Assets Ratio.* As a financial institution that has been in existence for more than three (3) years and is qualified as a public funds depository and public funds guaranty pool member under Section 27-105-5 and 27-105-315 of the Act, Trustmark must have a primary capital to total assets ratio of five and one-half percent (5 ½%) or more as certified by the Mississippi State Treasurer and in accordance with Sections 27-105-5 and 27-105-315 of the Act.

Article 7. *Security.* (A) Trustmark shall provide as security for its deposits only, those bonds, notes and other obligations permitted by Sections 27-105-5 and 27-105-315 of the Act. (B) In the alternative, Trustmark shall be a participating member of the Mississippi Guaranteed Pooling Program administered by the Mississippi State Treasurer's office.

Article 8. *Service Charges.* Trustmark will impose no service charges in connection with the City's deposits into any of its accounts. No fee will be charged for any returned items or overdrafts to its deposit accounts. Trustmark will not charge interest on overdrafts nor will it charge any fee for issuing cashier's checks. Trustmark will not impose any charges on (i) incoming or outgoing wire transfers, (ii) stop payments, (iii) depository bags and locks, (iv) multiple account statements, (v) cash management fees, (vi) check orders or (vii) safekeeping of the securities.

Article 9. *Compliance.* Trustmark agrees to comply with all federal, state, and local laws and/or ordinances relating to the functioning as a legal depository of public funds. The parties recognize that changes in the federal, state and local laws and ordinances may occur after the Effective Date of this Agreement; however, the parties agree that Trustmark has a continuing obligation to comply with all federal, state and local laws relating to the functioning as a legal depository of public funds upon any subsequent amendments to the aforementioned laws. Notwithstanding anything in this Agreement to the contrary, Trustmark agrees to comply at all times with the Act.

Article 10. *Notice Upon Subsequent Changes.* Trustmark shall notify the City in writing, within five (5) business days of any change in the ownership of Trustmark or the placement of Trustmark into bankruptcy, conservatorship or receivership, whether voluntary or involuntary, during the effective dates of this Agreement.

Article 11. *Termination.* The parties may terminate this Agreement upon thirty (30) days prior written notice to the other party only upon an Event of Default as defined in Article 14 below and only after the party in default has been given thirty (30) days in which to cure the default.

Article 12. *Continuous Record.* Trustmark agrees to make this Agreement an official and continuous record of Trustmark.

Article 13. *Reservation.* The city reserves the right to reduce, increase or vary the amount of public funds on deposit in its sole discretion. The city reserves the right, but is not obligated to invest other public funds on a competitive basis with one or more qualified depositories subject to the approval by the City.

Article 14. *Event of Default.* The occurrence of any one or more of the following shall be deemed to be an Event of Default under this Agreement:

Article 14.1. The City shall fail to perform or comply with any term, provision or covenant of this Agreement, and such failure is not cured within thirty (30) days after written notice is given to the City.

Article 14.2. Trustmark shall fail to perform or comply with any term, provision or covenant of this agreement, and such failure is not cured within thirty (30) days after written notice is given to Trustmark.

Article 15. *Remedies.*

Article 15.1. Upon the occurrence of an Event of Default by the City which is not cured within the specified time period in Article 14.1 above, Trustmark may (i) terminate this Agreement and (ii) exercise each and every remedy otherwise available at law or in equity. Any failure to exercise any such option should not constitute a waiver of the right to exercise the same at any other time.

Article 15.2. Upon the occurrence of an event of Default by Trustmark which is not cured within the specified time period in Article 14.2. above, the city may (i) terminate this Agreement and (ii) exercise each and every remedy otherwise available at law or in equity. Any failure to exercise any such option should not constitute a waiver of the right to exercise the same at any other time.

Article 16. *Notices.* All notice, consent or other communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been duly and properly given or served for any purpose only if delivered personally with receipt acknowledged or sent by registered or certified mail, return receipt requested, postage and charges prepaid, or sent by a nationally reputable courier or service with all costs prepaid, and addressed to the other party at the address listed below.

Notices shall be to:

To the City: City of Tupelo
Attn: Mayor Jason Shelton and Mrs. Kim Hanna
Post Office Box 1485
Tupelo, MS 38802

To Trustmark: Trustmark Bank
Attn: Jim McCullough
Post Office Box 587
Tupelo, MS 38802-0587

With Copies to:

Article 17. *Miscellaneous.*

Article 17.1. Time is of the essence of parties obligation hereunder.

Article 17.2. This instrument incorporates the entire agreement among the parties hereto, regardless of anything to the contrary contained in any other instrument or notice purporting to summarize the terms hereof, whether or not the same shall be recorded or published.

Article 17.3. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Each party specifically consents to the execution of this Agreement by facsimile.

Article 17.4. This Agreement may be modified or amended upon the written consent of the City and Trustmark. Upon the effectiveness of any modifications or amendment hereto, the parties shall be bound by the terms and provisions thereof.

Article 17.5. Unless the context otherwise requires, when used herein, the singular includes the plural and vice-versa and the masculine includes the feminine and neuter and vice-versa. A person deemed to include a person, firm, corporation or other entity.

Article 17.6. This Agreement is binding upon and inures to the benefit of the parties hereto, their legal representatives, successors and assigns.

Article 17.7. Captions are inserted for convenience only and shall not be given any legal effect.

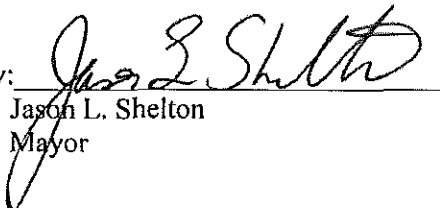
Article 17.8. This Agreement shall be construed in accordance with and governed by the laws of the State of Mississippi, including, but not limited to, the State's statutes of limitations.

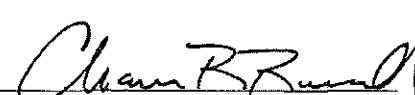
Article 17.9. No delay or failure by either party to exercise any right under this Agreement, and no partial or singular exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

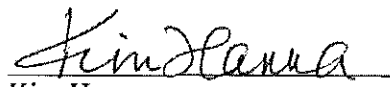
CITY OF TUPELO, MISSISSIPPI

TRUSTMARK BANK

By: 
Jason L. Shelton
Mayor

By: 
Charles R. Russell
President

ATTEST:


Kim Hanna
City Clerk

City of Tupelo
Fy 2018 Budget Revision #3

Whereas, the Mayor and City Council of the City of Tupelo have determined that the budget estimates and certain increases are needed in the operating departments, it is hereby resolved to amend the FY 2018 Budget as follows:

	Original Budget	Amendment	Amended Budget
General Fund Revenues			
Local Taxes	7,353,624		7,353,624
Licenses & Permits	1,035,000		1,035,000
Intergovernmental Revenues	25,945,306		25,945,306
Charges for Services	724,000		724,000
Fines & Forfeits	1,115,000		1,115,000
Interest Income & Misc. Revenues	389,124	42,000	431,124
Other Financing Resources	95,353	500,000	595,353
Unreserved Fund Balance	-	-	-
Total General Fund Revenues	36,657,407	542,000	37,199,407

Purpose: To transfer funds from the Insurance Reserve (\$500,000).
To receive tree mitigation funds for tree planting projects (30,000).
To approve donation from the Tupelo Sports Council for \$12,000.

Expenditures:

City Council

Personnel	280,083		280,083
Supplies	5,000		5,000
Other Services & Charges	196,650		196,650
Capital	-	-	-
Total City Council	481,733	-	481,733

Purpose:

Executive Dept.

Personnel	700,115		700,115
Supplies	26,100		26,100
Other Services & Charges	289,850		289,850
Capital	1,500	-	1,500
Total Executive Dept.	1,017,565	-	1,017,565

Purpose:

City Court

Personnel	735,811		735,811
Supplies	17,800	3,000	20,800
Other Services & Charges	115,741	(3,000)	112,741
Capital	-	-	-
Total City Court	869,352	-	869,352

Purpose: To transfer fund from janitorial services to janitorial supplies.

*Post in Council
1-25-18*

*emailed
to Council
1-19-18*

	Original Budget	Amendment	Amended Budget
<u>Budget & Accounting</u>			
Personnel	827,297		827,297
Supplies	41,360		41,360
Other Services & Charges	351,641		351,641
Capital	90,000	-	90,000
Total Budget & Accounting	1,310,298	-	1,310,298

Purpose:

Personnel Dept.

Personnel	259,678		259,678
Supplies	5,300		5,300
Other Services & Charges	30,044		30,044
Capital	-	-	-
Total Personnel Dept.	295,022	-	295,022

Purpose:

Development Services

Personnel	1,265,700		1,265,700
Supplies	61,950		61,950
Other Services & Charges	85,291		85,291
Capital	-	-	-
Total Development Services	1,412,941	-	1,412,941

Purpose:

Police Dept

Personnel	8,115,448	850,000	8,965,448
Supplies	602,700		602,700
Other Services & Charges	1,834,512	(350,000)	1,484,512
Capital	149,520	-	149,520
Total Police Dept.	10,702,180	500,000	11,202,180

Purpose: To increase personnel by using transfers within the department and a transfer from the Insurance Reserve Fund to cover the increased cost.

Fire Dept

Personnel	5,543,640		5,543,640
Supplies	282,000		282,000
Other Services & Charges	379,028		379,028
Capital	2,800	-	2,800
Total Fire Dept.	6,207,468	-	6,207,468

Purpose:

	Original Budget	Amendment	Amended Budget
<u>Public Works</u>			
Personnel	3,005,550		3,005,550
Supplies	381,600		381,600
Other Services & Charges	2,043,776		2,043,776
Capital	<u>22,200</u>	<u>-</u>	<u>22,200</u>
Total Public Works	<u>5,453,126</u>	<u>-</u>	<u>5,453,126</u>

Purpose:

<u>Parks & Recreation</u>			
Personnel	1,803,899		1,803,899
Supplies	381,585		381,585
Other Services & Charges	914,154		914,154
Capital	<u>28,424</u>	<u>12,000</u>	<u>40,424</u>
Total Parks & Rec	<u>3,128,062</u>	<u>12,000</u>	<u>3,140,062</u>

Purpose: To purchase equipment (2 Golf Carts) with the donation from the Tupelo Sports Council.

<u>Aquatics Facility</u>			
Personnel	414,845		414,845
Supplies	144,000		144,000
Other Services & Charges	349,500		349,500
Capital	<u>5,000</u>	<u>-</u>	<u>5,000</u>
Total Aquatics Facility	<u>913,345</u>	<u>-</u>	<u>913,345</u>

Purpose:

<u>Museum</u>			
Personnel	117,214		117,214
Supplies	11,500		11,500
Other Services & Charges	35,850		35,850
Capital	<u>-</u>	<u>-</u>	<u>-</u>
Total Museum	<u>164,564</u>	<u>-</u>	<u>164,564</u>

Purpose:

Community Services	<u>1,088,228</u>	<u>-</u>	<u>1,088,228</u>
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Purpose:

Debt Service	<u>598,791</u>	<u>-</u>	<u>598,791</u>
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Other Financing Uses	<u>3,014,732</u>	<u>30,000</u>	<u>3,044,732</u>
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Total General Fund Expenditures	<u>36,657,407</u>	<u>542,000</u>	<u>37,199,407</u>
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Purpose To transfer \$30,000 from tree mitigation funds for trees to be planted on City Property/Right of Way.

	Original Budget	Amendment	Amended Budget
Fund #327			
Tupelo Capital & Infrastructure Fund			
Revenues			
Grants	800,000		800,000
Transfer from Other Funds	2,808,428	2,530,000	5,338,428
Donations	-		-
Bond Proceeds	9,750,000	75,000	9,825,000
Unreserved Fund Balance	273,103	-	273,103
Total Revenues	13,631,531	2,605,000	16,236,531
Expenditures			
Other Services & Charges			
Maintenance Projects	116,363	30,000	146,363
Street Overlay	2,278,974		2,278,974
Beautification Projects	67,794		67,794
Contingies/Grant Matches	1,400,000	-	1,400,000
Total Other Services & Charges	3,863,131	30,000	3,893,131
Capital			
Infrastructure Improvements	4,911,533		4,911,533
Land Purchases		2,500,000	2,500,000
Equipment	373,507		373,507
Building Improvements	241,944		241,944
Park Improvements	2,480,138		2,480,138
Vehicles	209,658		209,658
Police Vehicles/Equipment	201,620		201,620
Fire Equipment/Trucks	1,225,000		1,225,000
Contingencies(Grant Matches)	-	-	-
Total Capital	9,643,400	2,500,000	12,143,400
Other Financing Uses	125,000	75,000	200,000
Total Expenditures	13,631,531	2,605,000	16,236,531

Purpose To increase the budget for the purchase of President's Gate to be funded by a transfer from the Municipal Reserve which will be paid back over the next 4 years.
To increase for the cost of issuance of the 2017 G.O. Bonds
To increase maintenance project for the use of tree mitigation funds.

	<u>Original Budget</u>	<u>Amendment</u>	<u>Amended Budget</u>
Fund #505			
<u>Self-Insurance Fund</u>			
Revenues			
Interest Income	-	-	-
Transfers From Other Funds	-	-	-
Fund Balance	<u>800,000</u>	<u>-</u>	<u>800,000</u>
Total Revenues	<u>800,000</u>	<u>-</u>	<u>800,000</u>
Expenditures			
Other Services & Charges	800,000	(500,000)	300,000
Other Financing Uses	<u>-</u>	<u>500,000</u>	<u>500,000</u>
Total Expenditures	<u>800,000</u>	<u>-</u>	<u>800,000</u>

Purpose: To fund the transfer to the general fund for the U.S. Dept of Labor settlement.

Fund #002
Municipal Reserve Fund


Revenues			
Interest/Misc Revenue	-	-	-
Other Financing Sources	-	-	-
Unreserved Fund Balance	<u>-</u>	<u>2,500,000</u>	<u>2,500,000</u>
Total Revenue	<u>-</u>	<u>2,500,000</u>	<u>2,500,000</u>
Expenditures			
Other Financing Uses	<u>-</u>	<u>2,500,000</u>	<u>2,500,000</u>
Total Expenditures	<u>-</u>	<u>2,500,000</u>	<u>2,500,000</u>

Purpose: To transfer funds for to the Capital Infrastructure Fund for property purchase.

Council member Nettie Y. Davis moved and Council member Willie Jennings seconded the adoption of the foregoing resolution, and the question being put to a roll call vote, the result as follows:


	Voting
Councilman Lynn Bryan	<u>AYE</u>
Councilman Markel Whittington	<u>AYE</u>
Councilman Travis Beard	<u>AYE</u>
Councilwoman Nettie Davis	<u>AYE</u>
Councilman Mike Bryan	<u>AYE</u>
Councilman Willie Jennings	<u>AYE</u>

Approved:

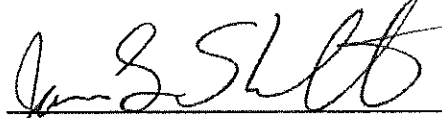


President of the Council
City of Tupelo

Attest:




Clerk of the Council
City of Tupelo

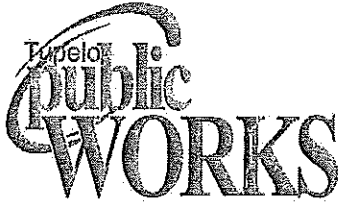


Mayor
City of Tupelo

Attest:



City Clerk
City of Tupelo



(DL) → (AD)

7.7 (A)

Memo

To: Mayor Shelton and City Council
From: Chuck Williams (CW)
CC: Don Lewis, Kim Hanna, Missy Shelton DL
Date: December 5, 2017
Re: Sale of 2 - 2016 Kubota Tractors

↓
Bid: 1494PW and 1495PW Kubota Tractors

Bid Opening: December 1, 2017

Attendance:

Missy Shelton	B&A
David Knight	PW

Two bidders responded to our sale of each tractor. We do not recommend either bidder. Amounts offered were below our acceptable threshold.

CITY OF TUPELO BID TABULATION

BID NU: 1494 PW TIME: 10:00 am DATE: 12-1-17

[illegible]

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1494PW

Public Works Department

TO _____

ADDRESS _____

DATE 11-8-17

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock, A M. Dec 1 20 17, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made once unless otherwise specified.

~~CITY OF TUPELO~~

By Missy Shelton

PURCHASING AGENT

ARTICLES OR SERVICES

UNIT PRICE TOTAL

The City of Tupelo is presently advertising and accepting bids for the sale of surplus equipment.

Description:

2016 Kubota M5-111HDC Tractor w/592 hours

Serial/Parcel:

51012



Equipment may be viewed prior to the bid opening. Contact David Knight at (662) 841-6457 to schedule an appointment.

Awards will be made to the highest bidder. The Notice of Awards will be issued and payment in full must be received no later than ten (10) business days from the date of Notice of Award. Payment will be accepted only via cash or certified check made payable to the City of Tupelo. Bidders are required to provide a

CITY MAY EXPECT DELIVERY BY

DATE 11/21/2017
 BIDDER Thomas Christian
 ADDRESS 584 Wren Rd. Nettleton MS 38858
 TELEPHONE 662-255-9820 or 662-862-7402
 BY Thomas Christian 11/21/2017

CONDITIONS

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

INSTRUCTIONS TO BIDDER

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

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. _____

Public Works Department

TO _____

ADDRESS _____

DATE _____

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

CITY OF TUPELO

By _____

IT'S TRASHING OFFICE

ARTICLES OR SERVICES	UNIT	EST. PRICE	AMOUNT	
			TOTAL	EST.

contact email address and phone number, as the Notice of Award will be issued promptly. If the bidder does not have an email address, a contact phone number will suffice.

General Bidder Requirements

1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and the vendor address on it.
2. All bids must be submitted in the enclosed envelope or an envelope identified in the same manner as the enclosed envelope.
3. The bidder shall sign and date the bid at the bottom of the form.
4. The outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility Number and time and date to be opened.
5. The City of Tupelo reserves the right to reject any and all bids, to waive any informality in the bid, or award the bid to whomever they may choose.

Bid Amount Offered

2016 Kubota M5-111HDC Tractor as is/no warranty, good mechanical condition, tinted windows and widening kit installed. Parcel/Serial 51012

Offer \$25,027.00
Amount _____

CITY MAY EXPECT DELIVERY BY

DATE 11/21/2017
 BIDDER Thomas Christian
 ADDRESS 584 Wren Rd. Nettleton MS 38858
 TELEPHONE 662-862-7402 or 662-255-9822
 BY Thomas Christian

CONDITIONS

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

INSTRUCTIONS TO BIDDER

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

RECEIVED

NOV 27 2017

ATTENTION: PURCHASING AGENT

SEALED BID

RECEIVED FROM:

Thomas Christman

INVITATION NO:

1494 PW

TIME AND DATE TO BE OPENED:

Dec. 1, 2017 10:00 am

CITY OF TUPELO

PURCHASING DEPARTMENT

71 EAST TROY ST.

P.O. BOX 1485

TUPELO, MS 38802-1485

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1494P

Public Works Department

TO _____

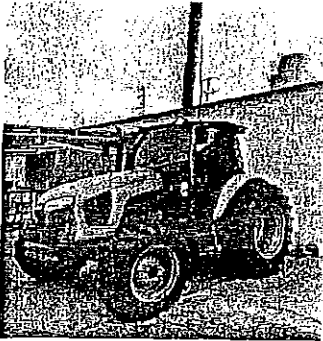
ADDRESS _____

DATE 11-8-17

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M Dec 1 20 17, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By Missy Shelton
PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
The City of Tupelo is presently advertising and accepting bids for the sale of surplus equipment.				
Description: 2016 Kubota M5-111HDC Tractor w/592 hours				
Serial/Parcel: 51012				
				
Equipment may be viewed prior to the bid opening. Contact David Knight at (662) 841-6457 to schedule an appointment.				
Awards will be made to the highest bidder. The Notice of Awards will be issued and payment in full must be received no later than ten (10) business days from the date of Notice of Award. Payment will be accepted only via cash or certified check made payable to the City of Tupelo. Bidders are required to provide a				

CITY MAY EXPECT DELIVERY BY

EMAIL: BDEERA4@AOL.com

DATE 11-30-17

BIDDER Ray Aycock, Jr.

ADDRESS 1006 TAFT ST. TUPELO, MS 38801

TELEPHONE 662-844-1934

BY Ray Aycock, Jr.



INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. _____

Public Works Department

TO _____

ADDRESS _____

DATE _____

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

CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
contact email address and phone number, as the Notice of Award will be issued promptly. If the bidder does not have an email address, a contact phone number will suffice.				
General Bidder Requirements				
1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and the vendor address on it.				
2. All bids must be submitted in the enclosed envelope or an envelope identified in the same manner as the enclosed envelope.				
3. The bidder shall sign and date the bid at the bottom of the form.				
4. The outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility Number and time and date to be opened.				
5. The City of Tupelo reserves the right to reject any and all bids, to waive any informality in the bid, or award the bid to whomever they may choose.				
Bid Amount Offered				
2016 Kubota M5-111HDC Tractor as is/no warranty, good mechanical condition, tinted windows and widening kit installed. Parcel/Serial 51012				
Offer				
Amount				

\$15,001.00

CITY MAY EXPECT DELIVERY BY

DATE 11-30-17

BIDDER RAY AYCOCK, JR.

ADDRESS 1006 TAFT ST. TUPELO, MS 38801

TELEPHONE 662-844-1934

BY Ray Aycock, Jr.



RECEIVED

DEC - 1 2017

ATTENTION: PURCHASING AGENT

SEALED BID

RECEIVED FROM: RAY AYCOCK, JR.

INVITATION NO.: 1494 PW

TIME AND DATE TO BE OPENED:

10:00 12-1-2017

CITY OF TUPELO
PURCHASING DEPARTMENT
71 EAST TROY ST.
P. O. BOX 1485
TUPELO, MS 38802-1485

APPENDIX APPENDIX G

Northeast Mississippi Daily

#1310126

LEGAL NOTICE

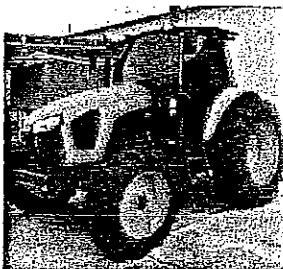
**CITY OF TUPELO
MAYOR JASON SHELTON**

Sealed bids will be received in the Purchasing Office, 1st Floor of City Hall, PO Box 1485, Tupelo, MS 38802-1485; 71 East Troy, Tupelo, MS 38804 until 10:00 a.m. Friday, December 1, 2017 for the sale of the following:

1494PW SALE OF 2016 KUBOTA M5-111HDC TRACTOR W/592 HOURS SERIAL 51012

1495PW SALE OF 2016 KUBOTA M5-111HDC TRACTOR W/483 HOURS SERIAL 50523

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



**CITY OF TUPELO
PURCHASING
MISSY SHELTON
841-6456**

November 10, 17, 2017

Northeast Mississippi Daily Journal

11/09/17

1242 S. Green Street
P.O. Box 909
Tupelo, MS 38804

Classified (662) 842-2622
Fax: (662) 620-8301
Email: classifieds@journalinc.com

Name:	MISSY SHELTON	Run dates:	11/10/17 to 11/17/17
Company:	CITY OF TUPELO	Class:	1401
Address:	P.O BOX 1485	Ad ID:	1310126
	TUPELO, MS 38802	Ad Taker:	SLH
Account ID:	3486	Sales Person:	R07
Account #:	3486		
Telephone:	(662) 841-6487	Inserts:	2
Fax:	(662) 840-8239	Words:	95
E-mail:	Kayla.Sanderson@tupeloms.gov	Lines:	37
SIC code:		Columns:	2
Publications:	Daily Journal	Depth (Inches):	4.0

Payments:	Method	Card Type	Name on Card	Last 4 Digits	Expire Date	Check Number	Amount Paid
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Net Cost:	\$148.12	Paid Amount:	- \$0.00	Amount Due:	\$148.12
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Publication	Start	Stop	Inserts	Cost
Daily Journal	11/10/17	11/17/17	2	\$148.12

Ad Notes

We Appreciate Your Business!
Thank You Northeast Mississippi Daily Journal!
APPENDIX APPENDIX G

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1494PW

Public Works Department

TO _____


ADDRESS _____

DATE 11-8-17

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M Dec 1 20 17, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By Missy Shelton
PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
The City of Tupelo is presently advertising and accepting bids for the sale of surplus equipment.				
Description: 2016 Kubota M5-111HDC Tractor w/592 hours	Serial/Parcel: 51012			
				
Equipment may be viewed prior to the bid opening. Contact David Knight at (662) 841-6457 to schedule an appointment.				
Awards will be made to the highest bidder. The Notice of Awards will be issued and payment in full must be received no later than ten (10) business days from the date of Notice of Award. Payment will be accepted only via cash or certified check made payable to the City of Tupelo. Bidders are required to provide a				

Equipment may be viewed prior to the bid opening. Contact David Knight at (662) 841-6457 to schedule an appointment.

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CITY MAY EXPECT DELIVERY BY

DATE _____

BIDDER _____

ADDRESS _____

TELEPHONE _____

BY _____

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. _____

Public Works Department

TO _____

ADDRESS _____

DATE _____

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CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
contact email address and phone number, as the Notice of Award will be issued promptly. If the bidder does not have an email address, a contact phone number will suffice.				
General Bidder Requirements				
1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and the vendor address on it.				
2. All bids must be submitted in the enclosed envelope or an envelope identified in the same manner as the enclosed envelope.				
3. The bidder shall sign and date the bid at the bottom of the form.				
4. The outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility Number and time and date to be opened.				
5. The City of Tupelo reserves the right to reject any and all bids, to waive any informality in the bid, or award the bid to whomever they may choose.				
Bid Amount Offered				
2016 Kubota M5-111HDC Tractor as is/no warranty, good mechanical condition, tinted windows and widening kit installed. Parcel/Serial 51012				
Offer				
Amount.....				

CITY MAY EXPECT DELIVERY BY

DATE _____

BIDDER _____

ADDRESS _____

TELEPHONE _____

BY _____

Vendor List –

Oxford Kubota
93 MS-30
Oxford, MS 38655

Wade Equipment
2298 MS-15
Pontotoc, MS 38863

Chickasaw Equipment
1246 D.L. Collums Dr.
Tupelo, MS 38801

Kellis
P.O. Box 1375
Columbiana, AL 35051

Scruggs Farm Lawn Garden
3575 Tom Watson Dr
Saltillo, MS 38866

Century Construction
P.O. Box 1366
Tupelo, MS 38802

Hood Equipment
106 Center St
Bruce, MS 38915

Denham Equipment Co
Hwy 145 South
Saltillo, MS 38866

Abby Equipment Co
1521 Hwy 45
Saltillo, MS 38866

Washington Holcomb
328 Reynolds St
Pontotoc, MS 38863

H&R Agri Power
901 Hwy 45 N
Columbus, MS 39701

mailed ✓ 11-13-17
Thomas 3247@hotmail.com ✓ 11-13-17
rubengreer@comcast.net ✓ 11-13-17

Delta Tractor
1310 MS-6
Batesville, MS 38606

Griffin Farm Equipment
1336 City Ave N
Ripley, MS 38663

Davis Tractor Co
376 Hwy 80 East
Meridian, MS 39301

Johnson City Kabota
2509 South Roan St
Johnson City, TN 37601

(DL) → (AD)

7.7 (B)



Memo

To: Mayor Shelton and City Council
From: Chuck Williams (DL)
CC: Don Lewis, Kim Hanna, Missy Shelton
Date: December 5, 2017
Re: Sale of 2 - 2016 Kubota Tractors DL

Bid: 1494PW and 1495PW Kubota Tractors

Bid Opening: December 1, 2017

Attendance:

Missy Shelton	B&A
David Knight	PW

Two bidders responded to our sale of each tractor. We do not recommend either bidder. Amounts offered were below our acceptable threshold.

MINUTE ENTRY SIGN UP SHEET

DATE 12-1-17

TIME 10:00 am

BID # 1495 PW

DEPARTMENT Public Works

PROJECT Sale of 2016 Kubota Tractor # 50523

ATTENDANCE

COMPANY

Mary Skelton COT - Finance

Daniel H. Hynitt COT

CITY OF TUPELO BID TABULATION

BID NU: 1495 PW TIME: 10:00am DATE: 12-1-17

[illegible]

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1495 PW

Public Works Department

TO _____

ADDRESS _____

DATE 1-8-17

Sealed bids for the items listed below, and subject to the conditions on the reverse side hereof, will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10:00 AM A.M. Dec 1 20 17, and then publicly opened for the furnishing of the following materials and supplies to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at price or less otherwise specified.

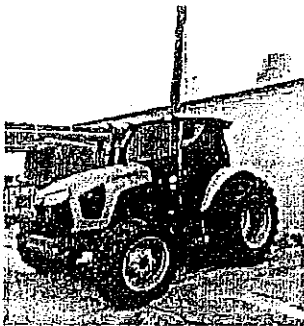
CITY OF TUPELO

By Tracy Shelton

The City of Tupelo is presently advertising and accepting bids for the sale of surplus equipment.

Description:
2016 Kubota MS-111HDC Tractor w/ 483 hours

Serial/Parcel:
50523



Equipment may be viewed prior to the bid opening. Contact David Knight at (662) 841-6457 to schedule an appointment.

Awards will be made to the highest bidder. The Notice of Awards will be issued and payment in full must be received no later than ten (10) business days from the date of Notice of Award. Payment will be accepted only via cash or certified check made payable to the City of Tupelo. Bidders are required to provide a

CITY MAY EXPECT DELIVERY BY

DATE 11/21/2017
 BIDDER Thomas Christian
 ADDRESS 584 Wren Road Nettleton MS 38858
 TELEPHONE 662-255-9820 662-862-7402
 BY Thomas Christian

CONDITIONS

1. The City reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified in the City or by the bidder, to accept any firm in the bid. In case of error in the extension of prices in the bid, the City will not be bound.
2. Time in connection with insurance referred, will be computed from date of delivery of the supplies or material and inspection and acceptance are a part of original or from date of delivery at destination in the date of receipt bill or whatever receipt provided by the contractor is returned if the latter date is later than the date of delivery.
3. In case of default of the contract on the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, in any extension thereof, the City may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event the City may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials, and supplies by contract or otherwise, and the contractor and his representatives shall be liable to the City for any excess cost occasioned the City thereby. PROVIDED, That no contractor shall not be charged with any excess cost occasioned by the City by the purchase of materials or supplies in the open market or in the open market when the delay in the contractor making deliveries is due to unforeseeable causes beyond his control and where the time of completion of the contract is extended, but not restricted to acts of God or of the public enemy, acts of the Government, riots, strikes, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the City, State, or Federal Government after the date set for the opening of this bid and made applicable merely upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such change in the charges to the City and entered on vouchers or invoices as separate items.

INSTRUCTIONS TO BIDDER

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

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. _____

Public Works Department

TO _____

ADDRESS _____

DATE _____

Sealed bids for the items listed below, and subject to the conditions on the reverse side hereof, will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until _____ A.M. _____, 20____, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET TO B. Tupelo, Mississippi. Hence, your bid is not to be opened until the specified date, time and place unless otherwise specified.

CITY OF TUPELO

By _____

contact email address and phone number, as the Notice of Award will be issued promptly. If the bidder does not have an email address, a contact phone number will suffice.

General Bidder Requirements

1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and the vendor address on it.
2. All bids must be submitted in the enclosed envelope or an envelope identified in the same manner as the enclosed envelope.
3. The bidder shall sign and date the bid at the bottom of the form.
4. The outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility Number and time and date to be opened.
5. The City of Tupelo reserves the right to reject any and all bids, to waive any informality in the bid, or award the bid to whomever they may choose.

Bid Amount Offered

2016 Kubota M5-111HDC Tractor as is/no warranty, good mechanical condition, tinted windows and widening kit installed. Parcel/Serial 50523

Offer

Amount \$26,027.00

CITY MAY EXPECT DELIVERY BY

DATE 11/21/2017

BIDDER Thomas Christian

ADDRESS 584 Wren Rd. Nettleton MS 38858

TELEPHONE 662-862-7402 or 662-255-9820

BY Thomas Christian



CONDITIONS

1. The City reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the City or by the bidder to accept any item in the bid. In case of error in the extension of prices in the bid, the City will give effect to the extension of prices as written, unless the bidder can prove to the satisfaction of the City that the error was a clerical one.
2. Time in connection with this contract shall be computed from date of delivery of the supplies to carrier when final inspection is made at the place of delivery of the goods, or from date of delivery at destination or from the date of receipt by the carrier, as the case may be, unless otherwise specified by the City.
3. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost incurred and recovery. PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the City may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event the City may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials and supplies by contract or otherwise, and the contractor and his sureties (if any) shall be liable to the City for the excess cost incurred in such purchase. PROVIDED, that the contractor shall not be charged with any excess cost incurred by the City in the purchase of materials or supplies in the open market or otherwise, when the delay in making deliveries is due to any cause beyond the control of the contractor, including but not limited to, acts of God, acts of the public enemy, acts of the Government, fires, floods, epidemics, quarantines, strikes, or strikes, freight embargoes, or unusually severe weather.
5. Prices bid herein include any Federal Tax hereafter imposed by the Congress which is applicable to the material in this bid. If any sales tax, processing tax, equipment charge, or other taxes or charges are imposed or charged by the City, State, or Federal Government after the date of this contract, the same shall be added to the price of the material and shall be paid by the contractor on the materials or supplies covered by this bid, and are paid by the contractor on the materials or supplies bought or contracted for, then the price included in this bid will be increased or decreased accordingly to the amount of the tax or charge so imposed or charged by the City, and covered material, after the date of the contract.

INSTRUCTIONS TO BIDDER

1. Samples of plans, when required, must be furnished, free of expense, prior to the opening of the bids, and, if not destroyed, will then be returned to the bidder at expense.
2. Prices shall be stated in units of quantity specified, with packing in shipping.
3. Time of payment of delivery shall be stated in writing. If there is no time specified, the bidder shall so state.
4. Bids shall be sealed in a single envelope and marked on the lower left-hand corner with the name and address of the bidder and the name of the project and address to be furnished.

CITY OF TUPLO
PURCHASING DEPARTMENT
11 EAST PROY SE
P.O. BOX 1487
TUPLO, MS 38902-1487

Thomas Christian
1495 PW

Dec. 1, 2017 10:00 a.m.

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1495 PW

Public Works Department

TO _____

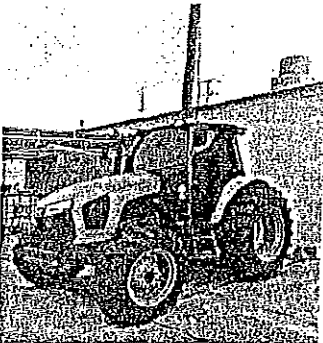
ADDRESS _____

DATE 11-8-17

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CITY OF TUPELO

By Missy Shelton
PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
The City of Tupelo is presently advertising and accepting bids for the sale of surplus equipment.				
Description: 2016 Kubota M5-111HDC Tractor w/ 483 hours	Serial/Parcel: 50523			
				
Equipment may be viewed prior to the bid opening. Contact David Knight at (662) 841-6457 to schedule an appointment.				
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CITY MAY EXPECT DELIVERY BY

EMAIL: BDEER4@AOL.COM

DATE 11-30-17

BIDDER RAY Aycock, Jr

ADDRESS 1006 TAFT ST. TUPELO, MS 38801

TELEPHONE 662.844-1934

BY Ray Aycock, Jr

APPENDIX C

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. _____

Public Works Department

TO _____

ADDRESS _____

DATE _____

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CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS
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Bid Amount Offered				
2016 Kubota M5-111HDC Tractor as is/no warranty, good mechanical condition, tinted windows and widening kit installed. Parcel/Serial 50523				
Offer \$15,002.00				
Amount.....				

CITY MAY EXPECT DELIVERY BY

DATE 11-30-17

BIDDER RAY AYCOCK, JR.

ADDRESS 1004 TAFT ST. TUPELO, MS 38801

TELEPHONE 662-844-1934

BY Ray Aycock, Jr.

APPENDIX G

APPENDIX G

RECEIVED
JAN - 1 2017

ATTENTION: PURCHASING AGENT
SEALED BID
RECEIVED FROM: RAY Aycock, Jr
INVITATION NO.: 1495 PW
TIME AND DATE TO BE OPENED:
10:00 12-1-17

CITY OF TUPELO
PURCHASING DEPARTMENT
71 EAST TROY ST.
P. O. BOX 1485
TUPELO, MS 38802-1485

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1495 PW

Public Works Department

TO _____

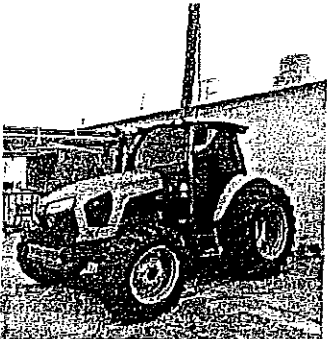
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CITY OF TUPELO

By Mary Shelton
PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
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CITY MAY EXPECT DELIVERY BY

DATE _____

BIDDER _____

ADDRESS _____

TELEPHONE _____

BY _____

APPENDIX G

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. _____

Public Works Department

TO _____

ADDRESS _____

DATE _____

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CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
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Offer				
Amount.....				

CITY MAY EXPECT DELIVERY BY

DATE _____

BIDDER _____

ADDRESS _____

TELEPHONE _____

BY _____

APPENDIX G

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93 MS-30
Oxford, MS 38655

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Pontotoc, MS 38863

Chickasaw Equipment
1246 D.L. Collums Dr.
Tupelo, MS 38801

Kellis
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Columbiana, AL 35051

Scruggs Farm Lawn Garden
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Saltillo, MS 38866

Century Construction
P.O. Box 1366
Tupelo, MS 38802

Hood Equipment
106 Center St
Bruce, MS 38915

Denham Equipment Co
Hwy 145 South
Saltillo, MS 38866

Abby Equipment Co
1521 Hwy 45
Saltillo, MS 38866

Washington Holcomb
328 Reynolds St
Pontotoc, MS 38863

H&R Agri Power
901 Hwy 45 N
Columbus, MS 39701

mailed
11-13-17

rubengreer@comcast.net ✓ 11-13-17
thomas3247@hotmail.com ✓ 11-13-17

Delta Tractor
1310 MS-6
Batesville, MS 38606

Griffin Farm Equipment
1336 City Ave N
Ripley, MS 38663

Davis Tractor Co
376 Hwy 80 East
Meridian, MS 39301

Johnson City Kabota
2509 South Roan St
Johnson City, TN 37601

Northeast Mississippi Daily

#1310126

LEGAL NOTICE

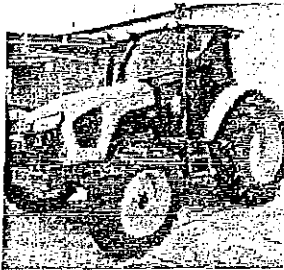
**CITY OF TUPELO
MAYOR JASON SHELTON**

Sealed bids will be received in the Purchasing Office, 1st Floor of City Hall, PO Box 1485, Tupelo, MS 38802-1485; 71 East Troy, Tupelo, MS 38804 until 10:00 a.m. Friday, December 1, 2017 for the sale of the following:

1494PW SALE OF 2016 KUBOTA M5-111HDC TRACTOR W/592 HOURS SERIAL 51012

1495PW SALE OF 2016 KUBOTA M5-111HDC TRACTOR W/483 HOURS SERIAL 50523

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



CITY OF TUPELO
PURCHASING
MISSY SHELTON
841-6456

November 10, 17, 2017

Northeast Mississippi Daily Journal

11/09/17

1242 S. Green Street
P.O. Box 909
Tupelo, MS 38804

Classified (662) 842-2622
Fax: (662) 620-8301
Email: classifieds@journalinc.com

Name:	MISSY SHELTON	Run dates:	11/10/17 to 11/17/17
Company:	CITY OF TUPELO	Class:	1401
Address:	P.O BOX 1485	Ad ID:	1310126
	TUPELO, MS 38802	Ad Taker:	SLH
Account ID:	3486	Sales Person:	R07
Account #:	3486		
Telephone:	(662) 841-6487	Inserts:	2
Fax:	(662) 840-8239	Words:	95
E-mail:	Kayla.Sanderson@tupeloms.gov	Lines:	37
SIC code:		Columns:	2
Publications:	Daily Journal	Depth (Inches):	4.0

Payments:	Method	Card Type	Name on Card	Last 4 Digits	Expire Date	Check Number	Amount Paid
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Net Cost:	\$148.12	Paid Amount:	- \$0.00	Amount Due:	\$148.12
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Publication	Start	Stop	Inserts	Cost
Daily Journal	11/10/17	11/17/17	2	\$148.12

Ad Notes

We Appreciate Your Business!
Thank You Northeast Mississippi Daily Journal!



Public Works Memo

To: Kim Hanna

From: Chuck Williams

Date: December 06, 2017

Re: Surplus Property to Sell

Please add the following surplus to sell items on the next council agenda to remove from the asset list –

Asset	Barcode	Equipment No.	Description	Serial No.
5501	16523	61-111	Kubota M5-111HDC Tractor	50523
5504	16524	61-118	Kubota M5-111HDC Tractor	51012


Thank you –

Chuck Williams

Public Works Director

MEMO

TO: Mayor, City Council members

FROM: Pat Falkner 

DATE: January 9, 2018

RE: Routine agenda item: Minutes of January 8, 2018 Planning Committee meeting

Attached are the minutes of the Planning Committee meeting of January 8. The only case at this meeting was a rezoning which will be on the council's action agenda February 20.

RZ18-01 Application from Jeff and Tammy Cooley to rezone their property Parcel 087S-26-035-08, 1296 North Eason Boulevard, from Agricultural / Open Space (A/O) to Mixed Use Employment (MUE) Zoning District.

Approved

TUPELO PLANNING COMMITTEE

January 8, 2018

CALL TO ORDER

Chairman Gus Hildenbrand called the meeting to order. Members present were Mr. Hildenbrand, Mr. William Smith, Mr. Christian Reed, Mr. Scott Davis, Mrs. Patti Thompson, Mr. Ted Moll, and Mrs. Margaret Ann Kennedy. Mr. Hildenbrand provided the invocation and Mrs. Thompson led the Pledge of Allegiance. Staff present were Pat Falkner and Marilyn Vail of the Development Services Department.

REVIEW OF DECEMBER MINUTES

The December minutes were approved on a motion by Mr. Davis and a second by Mr. Smith.

REPORT ON COUNCIL ACTIONS

Mr. Falkner reported that the City Council had approved the Committee's actions on the two variance applications from the December meeting.

NEW BUSINESS

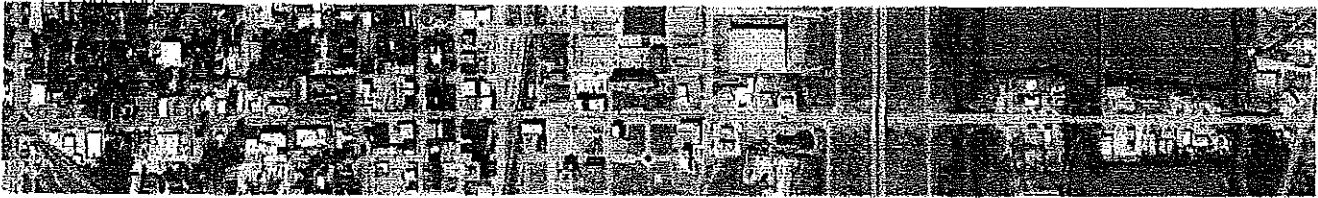
RZ18-01 Application from Jeff and Tammy Cooley to rezone their property Parcel 087S-26-035-08, 1296 North Eason Boulevard, from Agricultural / Open Space (A/O) to Mixed Use Employment (MUE) Zoning District.

Mr. Falkner explained that due to the straightforward nature of this application and the lack of public comment, staff had advised the out of town applicants that they did not have to attend the meeting. He presented the facts of the request and noted that it represented a good use of the land. Mr. Hildenbrand noted that no one appeared to make public comments or questions.

Mr. Davis moved to approve the application. Mr. Reed seconded and the motion passed unanimously.

Mr. Falkner reported that the staff was expecting two cases for February. The committee discussed the application and decided to set a work session January 29 and the next meeting as February .

Mrs. Thompson made a motion to adjourn, seconded by Mr. Moll.



Tupelo Major Thoroughfare Program Minutes November 13, 2017

Members present: Hudson Bryan, Bill Cleveland, C W Jackson, Ernie Joyner, J D Moore, Greg Pirkle, Danny Riley, Theodore Roach, Kay Trapp, Brent Waldrop, Wesley Webb

Members not present: Ken Burton, Stuart Johnson, Jamie Osborn, Drew Robertson

Others present: John Crawley, Don Lewis, Renee Newton, John White, and Chuck Williams

Greg Pirkle called meeting to order.

Renee Newton took Roll Call.

Mr. Pirkle asked the Committee to review and approve the minutes of the October 9, 2017 Major Thoroughfare Program meeting. The Committee unanimously approved the minutes.

Greg Pirkle reviewed the Major Thoroughfare Phase VI Budget Report for the month ending October 31, 2017. Beginning cash balance was \$3,537,781. Revenue from Interest Earned was \$656. Actual Expenditures were \$708,302. Payments included \$7,261 to Personnel Cost; \$699,842 to Thomas St Interchange Project; and \$1200 to Miscellaneous Jobs. Miscellaneous jobs are such as Title Work, Legal Filings, Appraisals, and Surveys. Ending cash balance was \$2,830,134.

John Crawley gave updates on the current projects.

NATCHEZ TRACE BRIDGE

Final Estimate has been submitted to MDOT for close out.

EAST MAIN STREET (GREEN STREET TO VETERANS)

Awaiting contractor's response to deficient landscaping items.

THOMAS STREET / HWY 6 INTERCHANGE

Contractor has completed earthwork, granular base and curbs for all the ramp sections. Contractor has completed all box culverts and drainage items. Contractor is currently planning to place a lift of asphalt base on all ramp sections this month. Based on the October pay estimate, the Contractor is approximately 57% complete and has used approximately 31% of the contract time. Current plan is to open ramps in late Spring 2018.

MAIN STREET TRAFFIC SIGNAL OPTIMIZATION STUDY

Neel-Schaffer is finalizing report and preparing recommendations for implementation.

COLEY RD/MCCULLOUGH BLVD & COLEY RD/JACKSON EXT IMPROVEMENTS

Plans have been submitted to MDOT for Right-of-Way permit for Coley Rd/McCullough Blvd intersection. Construction plans to begin Spring 2018.

EASON BLVD/HWY 45 TURN LANE

ESI has completed preliminary design drawing. Currently working on preparation of construction plans. MDOT approval is required for this project. Anticipated construction start Spring 2018.

W JACKSON ST FROM CLAYTON AVE TO ROBINS ST

ESI has completed fieldwork. Currently performing design work and drawings. Exchange of property with Mr. Tommy Morgan for Right-of-Way for the project is complete.

Greg Pirkle asked if Endville Rd had ever been a part of any of the MTP proposed projects. TCPS had contacted him about MTP partnering with the school for construction of a turn lane for school traffic. John Crawley replied improvements to Endville Rd have not been a part of any of the MTP plans as Endville Rd is not a major thoroughfare. Endville Rd improvement does not fit into Phase VI projects.

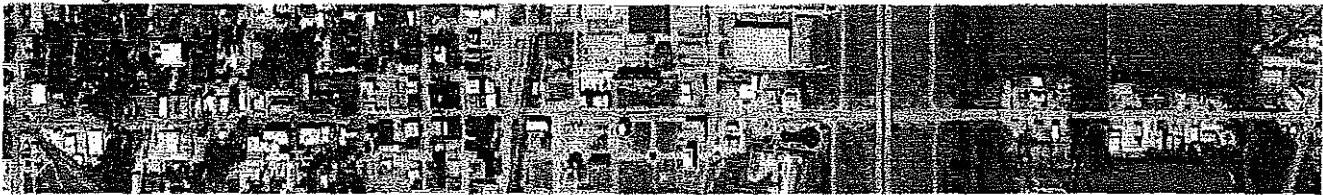
Don Lewis addressed the Committee regarding member appointments and proposed change to rotation. Appointments dates are not available for all members. Mr. Lewis asked Committee members to help verify appointment dates. A schedule needs to be established for members that have served more than two terms to rotate off the MTP Committee over the next four years. Mr. Lewis commended Members on the outstanding work they have done to ensure the continued success of the Major Thoroughfare Program.

The dedication of the Clyde Whitaker Memorial Bridge will be held November 17, 2017, at 11:00 am at City Hall. All Committee Members are invited to attend.

With no further business to be discussed, the meeting was adjourned.


Chairman Greg Pirkle


Submitted by Renee Newton



Tupelo Major Thoroughfare Program Minutes December 11, 2017

Members present: Hudson Bryan, Ken Burton, Bill Cleveland, Chris Hussey, C W Jackson, Ernie Joyner, Aletha Mims, J D Moore, Jamie Osborn, Greg Pirkle, Danny Riley, Drew Robertson, Kay Trapp, Brent Waldrop, Wesley Webb

Members not present: Stuart Johnson, Theodore Roach

Others present: John Crawley, Leesha Falkner, Don Lewis, Kim Hanna, Renee Newton, Johnny Timmons, and John White

Greg Pirkle called meeting to order.

Renee Newton took Roll Call. New members, Chris Hussey and Aletha Mims, were welcomed to the Committee.

Mr. Pirkle asked the Committee to review and approve the minutes of the November 13, 2017 Major Thoroughfare Program meeting. The Committee unanimously approved the minutes.

Kim Hanna reviewed the Major Thoroughfare Phase VI Budget Report for the month ending October 31, 2017. Beginning cash balance was \$2,830,134. Revenue from Property Tax and Interest Earned was \$43,368. Actual Expenditures were \$32,850. Payments included \$7,264 to Personnel Cost; \$22,117 to Thomas St Interchange Project; and \$3,470 to Traffic Signal Study. Ending cash balance was \$2,840,652.

A financial primer for new members to understand the MTP budget was recommended.

John Crawley gave updates on the current projects.

NATCHEZ TRACE BRIDGE

MDOT has sent word that they are drafting the full and final settlement letter. They are currently computing the final reimbursement and will be sending the full and final settlement letter to the City.

EAST MAIN STREET (GREEN STREET TO VETERANS)

Awaiting contractors response to deficient landscaping items.

THOMAS STREET / HWY 6 INTERCHANGE

Contractor has begun paving operations on the ramps as of today. Once the base lift of asphalt paving is in place, only incidental work will be performed until paving may be resumed (probably in the spring). Based on the November pay estimate, the contractor is approximately 61% complete and has used approximately 39% of the contract time.

MAIN STREET TRAFFIC SIGNAL OPTIMIZATION STUDY

Consultant is finalizing report and preparing recommendations for implementation. Johnny Timmons stated that TW&L is ordering equipment and supplies for the implementation.

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

Plans complete. Awaiting MDOT permit approval. Estimated construction cost for both areas together is between \$85,000 and \$90,000.

EASON BLVD TURN LANE @ HWY 45

Currently working on preparation of construction plans and MDOT permits.

WEST JACKSON STREET (CLAYTON TO ROBBINS)

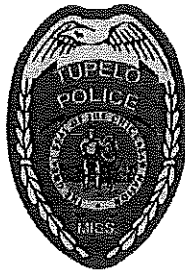
Currently performing design work and drawings. Right-of-way issues will be discussed during the design process.

Don Lewis addressed the Committee regarding member appointments and proposed change to rotation. He stated that the Committee has nine members that have served longer than two terms. Mr. Lewis asked the Committee to determine which members would rotate off in January 2018, January 2019, and January 2020. Hudson Bryan, Ken Burton, and Kay Trapp volunteered to resign effective as of the current meeting date.

With no further business to be discussed, the meeting was adjourned.


Chairman Greg Pirkle


Submitted by Renee Newton



TUPELO POLICE DEPARTMENT

400 N. Front Street, Tupelo, MS 38801 • Office 662-841-6498 • Fax 662-841-6555

Memorandum

To: City Council Members
From: Chief Bart Aguirre
Subject: Surplus and Retirement
CC: Mayor Shelton, COO Lewis
Date: January 16, 2018

Please accept this letter as request to surplus Kenneth Hawes' duty weapon (Glock Model 19, 9mm) serial number TEB-999 for \$1.00, which will be turned over to him for his retirement from the City of Tupelo and the Tupelo Police Department, as permissible under Mississippi State Statue 45-9-131. In following with Tupelo Police Department tradition, I request that this weapon be declared surplus for stated reason.

Thank you for your attention in this matter,

Chief of Police, City of Tupelo

A handwritten signature in cursive script, appearing to read "Bart Aguirre".
Bart Aguirre

Kenneth R. Hawes
121 Lakeside Drive
Saltillo, MS 38866

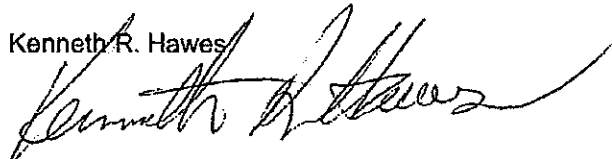
January 8, 2018

Tupelo Police Department
400 N. Front Street
Tupelo, MS 38804

Dear Captain Terry Sanford and Sergeant Jon Bramble,

It is with bittersweet emotions that I have decided to retire effective January 22, 2018. It has been a pleasure to serve the citizens of the City of Tupelo and the Tupelo Police Department since September 2012. I am proud to say that I am a part of such a fine department and know that I will always be a member of the Tupelo PD family. I am grateful for all that you have done for me and only have positive things to say about my time here. After 28 ½ years under the PERS system, it is hard to believe this new chapter in my life is finally here. God bless you and again thank you.

Sincerely,

Kenneth R. Hawes




ORDINANCE

AMENDMENT TO ORDINANCE ADOPTED JULY 1, 1997, AND AMENDED SEPTEMBER 19, 2006, MARCH 4, 2008, MARCH 8, 2011, OCTOBER 21, 2011, SEPTEMBER 17, 2013, SEPTEMBER 2, 2014, OCTOBER 1, 2015, OCTOBER 1, 2016, AND OCTOBER 1, 2017, PRESCRIBING AND FIXING RATES FOR ELECTRIC POWER FURNISHED TO CONSUMERS OF THE CITY OF TUPELO, MISSISSIPPI

WHEREAS, the City of Tupelo is authorized by Section 21-27-23 of the Mississippi Code Annotated (1972) to prescribe electric power rates and charges for its citizens and users; and

WHEREAS, the City of Tupelo through a properly executed Power Contract purchases electric power at wholesale for resale from Tennessee Valley Authority ("TVA"); and

WHEREAS, that based on appropriate studies and investigations and after discussions between TVA and the City, the resale rate schedules herein are recommended for approval and adoption by the Tupelo City Council; and

WHEREAS, the City Council met at a regular meeting on January 16, 2018, to review and consider information compiled by the City of Tupelo demonstrating the need for establishing rate schedules set forth herein; and

WHEREAS, the City Council found and determined that the rate increase as set forth below is necessary, fair and reasonable;

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

Section 101. The electric power rates more specifically described herein are hereby fixed and established.

Section 102. The rates for electric power as fixed and prescribed by this ordinance shall be effective for all meters read on or after April 1, 2018.

To Municipal
Journal
1-19-18

Section 103. All ordinances, resolutions or orders in conflict herewith are repealed on the effective date set forth above.

Section 104. The Clerk of the Council is hereby directed to cause a copy of the ordinance to be published one time in the *Northeast Mississippi Daily Journal*.

CITY OF TUPELO, MS
SCHEDULE OF ELECTRIC RATES
BASE RATE CHARGES (Includes Environmental Adjustment)
EFFECTIVE APRIL 1, 2018

RS – Residential Schedule (Class 22) (Rate Code: 117)

Customer Charge (All Months)	\$7.50
Summer Months – Non-Fuel Energy Charge – per kWh	\$0.07235
Winter Months – Non-Fuel Energy Charge – per kWh	\$0.06930
Transition Months – Non-Fuel Energy Charge – per kWh	\$0.06737

GSA – General Power Schedule (Commercial, Industrial Service)

GSA-1 (0-50 kW) (Class 40) (Rate Code: 148)

Customer Charge (All Months)	\$12.74
Summer Months – Non-Fuel Energy Charge – per kWh	\$0.08262
Winter Months – Non-Fuel Energy Charge – per kWh	\$0.07960
Transition Months – Non-Fuel Energy Charge – per kWh	\$0.07768

GSA-2 (51-1,000 kW) (Class 50) (Rate Code: 148)

Customer Charge (All Months)	\$31.00
<u>Summer Months:</u>	
Demand Charge – First 50 kW	\$0.00
Additional kW	\$12.28
Non-Fuel Energy Charge – First 15,000 kWh	\$0.08251
Non-Fuel Energy Charge – Additional kWh	\$0.04284

Winter Months:

Demand Charge – First 50 kW	\$0.00
Additional kW	\$11.36
Non-Fuel Energy Charge – First 15,000 kWh	\$0.07949
Non-Fuel Energy Charge – Additional kWh	\$0.03998

Transition Months:

Demand Charge – First 50 kW	\$0.00
Additional kW	\$11.36
Non-Fuel Energy Charge – First 15,000 kWh	\$0.07757
Non-Fuel Energy Charge – Additional kWh	\$0.03883

GSA - 3 (1,001-5,000 kW) (Class 54) (Rate Code: 148)

Customer Charge (All Months)	\$95.48
<u>Summer Months:</u>	
Demand Charge – First 1,000 kW	\$12.26
Excess over 1,000 kW	\$14.85
Non-Fuel Energy Charge – per kWh	\$0.04349
<u>Winter Months:</u>	
Demand Charge – First 1,000 kW	\$11.35
Excess over 1,000 kW	\$13.92
Non-Fuel Energy Charge – per kWh	\$0.04063
<u>Transition Months:</u>	
Demand Charge – First 1,000 kW	\$11.35
Excess over 1,000 kW	\$13.92
Non-Fuel Energy Charge – per kWh	\$0.03948

GSB – TOU – General Power Schedule (Industrial Service)

(5,001 – 15,000 kW)

Customer Charge (All Months)	\$1,500.00
Administrative Charge (All Months)	\$350.00
<u>Summer Months:</u>	
Demand Charge – per kW:	
On Peak Demand	\$10.61
Maximum Demand	\$5.09
Excess Demand	\$10.61
Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.07501
Off Peak: Block 1 – First 200 HOU	\$0.05066
Block 2 – Next 200 HOU	\$0.00542
Block 3 – Excess of 400 HOU	\$0.00208
<u>Winter Months:</u>	
Demand Charge – per kW:	
On Peak Demand	\$9.67
Maximum Demand	\$5.09
Excess Demand	\$9.67
Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.06390
Off Peak: Block 1 – First 200 HOU	\$0.05282
Block 2 – Next 200 HOU	\$0.00542
Block 3 – Excess of 400 HOU	\$0.00208

Transition Months:

Demand Charge – per kW:

On Peak Demand	\$9.67
Maximum Demand	\$5.09
Excess Demand	\$9.67

Non-Fuel Energy Charge – per kWh:

On Peak	\$0.05036
Off Peak: Block 1 – First 200 HOU	\$0.05036
Block 2 – Next 200 HOU	\$0.00542
Block 3 – Excess of 400 HOU	\$0.00208

GSC – TOU – General Power Schedule (Industrial Service)

(15,001 – 25,000 kW)

Customer Charge (All Months)	\$1,500.00
Administrative Charge (All Months)	\$350.00

Summer Months:

Demand Charge – per kW:

On Peak Demand	\$10.61
Maximum Demand	\$4.48
Excess Demand	\$10.61

Non-Fuel Energy Charge – per kWh:

On Peak	\$0.07501
Off Peak: Block 1 – First 200 HOU	\$0.05066
Block 2 – Next 200 HOU	\$0.00542
Block 3 – Excess of 400 HOU	\$0.00208

Winter Months:

Demand Charge – per kW:

On Peak Demand	\$9.67
Maximum Demand	\$4.48
Excess Demand	\$9.67

Non-Fuel Energy Charge – per kWh:

On Peak	\$0.06390
Off Peak: Block 1 – First 200 HOU	\$0.05282
Block 2 – Next 200 HOU	\$0.00542
Block 3 – Excess of 400 HOU	\$0.00208

Transition Months:

Demand Charge – per kW:

On Peak Demand	\$10.49
Maximum Demand	\$4.48
Excess Demand	\$10.49

Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.07210
Off Peak: Block 1 – First 200 HOU	\$0.05062
Block 2 – Next 200 HOU	\$0.00542
Block 3 – Excess of 400 HOU	\$0.00208

MSB – TOU – Manufacturing Service Schedule (Industrial Manufacturing Service)

(5,001 – 15,000 kW)

Customer Charge (All Months)	\$1,500.00
Administrative Charge (All Months)	\$350.00

Summer Months:

Demand Charge – per kW:	
On Peak Demand	\$9.97
Maximum Demand	\$2.18
Excess Demand	\$9.97

Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.05618
Off Peak: Block 1 – First 200 HOU	\$0.03184
Block 2 – Next 200 HOU	\$0.00292
Block 3 – Excess of 400 HOU	\$0.00044

Winter Months:

Demand Charge – per kW:	
On Peak Demand	\$9.04
Maximum Demand	\$2.18
Excess Demand	\$9.04

Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.04508
Off Peak: Block 1 – First 200 HOU	\$0.03403
Block 2 – Next 200 HOU	\$0.00292
Block 3 – Excess of 400 HOU	\$0.00044

Transition Months:

Demand Charge – per kW:	
On Peak Demand	\$9.86
Maximum Demand	\$2.18
Excess Demand	\$9.86

Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.05350
Off Peak: Block 1 – First 200 HOU	\$0.03126
Block 2 – Next 200 HOU	\$0.00413
Block 3 – Excess of 400 HOU	\$0.00044

MSC – TOU – Manufacturing Service Schedule (Industrial Manufacturing Service)**(15,001 – 25,000 kW)**

Customer Charge (All Months) \$1,500.00

Administrative Charge (All Months) \$350.00

Summer Months:

Demand Charge – per kW:

On Peak Demand \$9.97

Maximum Demand \$1.57

Excess Demand \$9.97

Non-Fuel Energy Charge – per kWh:

On Peak \$0.05509

Off Peak: Block 1 – First 200 HOU \$0.03074

Block 2 – Next 200 HOU \$0.00430

Block 3 – Excess of 400 HOU \$0.00430

Winter Months:

Demand Charge – per kW:

On Peak Demand \$9.04

Maximum Demand \$1.57

Excess Demand \$9.04

Non-Fuel Energy Charge – per kWh:

On Peak \$0.04398

Off Peak: Block 1 – First 200 HOU \$0.03290

Block 2 – Next 200 HOU \$0.00430

Block 3 – Excess of 400 HOU \$0.00430

Transition Months:

Demand Charge – per kW:

On Peak Demand \$9.04

Maximum Demand \$1.57

Excess Demand \$9.04

Non-Fuel Energy Charge – per kWh:

On Peak \$0.03377

Off Peak: Block 1 – First 200 HOU \$0.03377

Block 2 – Next 200 HOU \$0.00430

Block 3 – Excess of 400 HOU \$0.00422

Outdoor Lighting

Summer Months – Energy Charge – per kWh \$0.04595

Winter Months – Energy Charge – per kWh \$0.04289

Transition Months – Energy Charge – per kWh \$0.04095

NOTE:

- **Determination of Seasonal Periods**

Summer Months – June, July, August, September

Winter Months – December, January, February, March

Transition Months – April, May, October, November

- **Determination of On Peak and Off Peak Hours (for TOU rate schedules)**

Except for Saturdays and Sundays and the weekdays that are observed as Federal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, and provided further that on peak hours shall not include hours that fall on November 1 of each year when November 1 falls on any day other than Monday. On peak hours for each day shall, for purposes of TOU rate schedules, be from 1 p.m. to 7 p.m. during the months of April, May, June, July, August, September and October and from 4 a.m. to 10 a.m. during the months of January, February, March, November and December. For all other hours of each day and all hours of such excepted days shall be off peak hours. Such times shall be Central Standard Time or Central Daylight Time, whichever is then in effect. Said on peak and off peak hours are subject to change by TVA. In the event TVA determines that such changed on peak and off peak hours are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed hours.

The foregoing ordinance was proposed in a motion by Council Member Nettie Davis, seconded by Council Member Willie Jennings and after discussion, and no council member having called for a reading, was brought to a vote as follows:

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

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance had been passed and adopted on this the 18th day of January, 2018.

CITY OF TUPELO MISSISSIPPI

BY: Markel Whittington
MARKEL WHITTINGTON, President

ATTEST:

Amanda Daniel
AMANDA DANIEL,
Clerk of the Council

APPROVED:

Jason Shelton
JASON SHELTON, Mayor

January 19, 2018
DATE

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI (THE "CITY"), EMPLOYING PROFESSIONALS IN CONNECTION WITH THE ISSUANCE OF REVENUE BONDS OF THE CITY; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and the City Council of the City of Tupelo, Mississippi (the "Governing Body"), acting for and on behalf of the City of Tupelo, Mississippi (the "City"), is authorized under the provisions of Sections 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972, as amended and supplemented from time to time (the "Bond Act") to issue revenue bonds of the City in such amounts as it may find necessary and proper and for the purposes set forth in the Bond Act, including, but not limited to, the improvement, repair and extension of the (a) combined water and sewer system of the City (the "Water and Sewer System") (the "Water and Sewer System Project"); and (b) electric system of the City (the "Electric System") (the "Electric System Project" and together with the Water and Sewer System Project, the "Project") and for other authorized purposes of the Act (as defined herein); and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized under the Bond Act and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act," and together with the Bond Act, the "Act"), and other applicable laws of the State of Mississippi (the "State"), to enter into a loan (the "Loan") with the Mississippi Development Bank (the "Bank") secured by a promissory note in one or more taxable or tax-exempt series (the "Note") to borrow money to finance the costs of the Project; and for the Bank to issue its not to exceed \$16,500,000 Special Obligation Bonds, Series 2018 (Tupelo, Mississippi Revenue Project) (the "Bank Bonds") to finance the Loan and the Note to fund the Project; and

WHEREAS, the Project is in accordance with and in furtherance of the provisions of the Act; and

WHEREAS, the Governing Body is authorized to provide funding for the costs of the Project by entering into the Loan with the Bank secured by the Note as authorized by the Act; and

WHEREAS, in connection with the execution and delivery of the documentation necessary to secure the above referenced financing options, the Governing Body now desires to hire the necessary professionals to prepare and distribute all documents and to do all things required for the sale of the Bank Bonds and the funding of the Loan and to effectuate the issuance of such Bank Bonds and the funding of the Loan at a subsequent date subject to the approval of the Governing Body of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body, pursuant to authority under the Act, hereby declares its intention to enter into the Loan with the Bank secured by the Note to provide funds for the Project, said Loan and Note being funded from, and securing the Bank Bonds.

SECTION 2. The Governing Body, acting for and on behalf of the City, does hereby find and determine that it is necessary and advisable for the City to hire legal counsel, an independent registered municipal advisor and an underwriter in connection with the sale and issuance of the Bank Bonds and the funding of the Loan, and authorizes them to prepare the necessary resolutions and offering documents for the subsequent sale and issuance of the Bank Bonds and the funding of the Loan subject to the approval of the Governing Body of the City.

SECTION 3. Butler Snow LLP, Ridgeland, Mississippi, is hereby selected to serve as bond counsel (the "**Bond Counsel**") to the City in connection with the sale and issuance of the Bank Bonds and the funding of the Loan. The Mayor of the City, the President of the Governing Body and/or the City Clerk of the City, acting for and on behalf of the City, are hereby authorized and directed to execute and deliver the engagement letter of Bond Counsel attached hereto as **Exhibit A**.

SECTION 4. Government Consultants, Inc., Madison, Mississippi, is hereby selected to serve as Independent Registered Municipal Advisor (the "**Municipal Advisor**") to the City in connection with the sale and issuance of the Bank Bonds and the funding of the Loan. The Mayor of the City, the President of the Governing Body and/or the City Clerk of the City, acting for and on behalf of the City, are hereby authorized and directed to execute and deliver the Independent Registered Municipal Advisor disclosure letter of the Municipal Advisor attached hereto as **Exhibit B**.

SECTION 5. Raymond James & Associates, Inc., Memphis Tennessee is hereby selected to serve as Underwriter (the "**Underwriter**") to the City in connection with the sale and issuance of the Bank Bonds and the funding of the Loan. The Governing Body of the City hereby acknowledges and approves the letter of the Underwriter attached hereto as **Exhibit C**.

SECTION 6. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

[Remainder of page left blank intentionally.]

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

YEAS: 7

NAYS: 0

ABSENT: 0

The motion having received the affirmative vote of a majority of the members present, being a quorum of said members, the President thereby declared the motion carried and the resolution adopted, this the 18th day of January, 2018.

ATTEST:

Amanda Danice
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 18th day of January, 2018.

Kim Hanna
CITY CLERK

[Signature]
MAYOR

EXHIBIT A
BUTLER SNOW ENGAGEMENT LETTER

BUTLER | SNOW

January 18, 2018

Mayor and City Council
City of Tupelo, Mississippi

Re: Not to exceed \$16,500,000 Promissory Note (Tupelo, Mississippi Revenue Project)

Ladies and Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Tupelo, Mississippi (the "City") in connection with a loan (the "Loan") with the Mississippi Development Bank (the "Bank") secured by a promissory note in one or more taxable or tax-exempt series (the "Note") of the City, to borrow money to finance the costs of the improvement, repair and extension of the (a) combined water and sewer system of the City (the "Water and Sewer System") (the "Water and Sewer System Project"); and (b) electric system of the City (the "Electric System") (the "Electric System Project") and together with the Water and Sewer System Project, the "Project") and for other authorized purposes under the provisions of Sections 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972, as amended and supplemented from time to time (the "Bond Act") and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act" and together with the Bond Act, the "Act"), and other applicable laws of the State of Mississippi (the "State"); and for the Bank to issue its not to exceed \$16,500,000 Special Obligation Bonds, Series 2018 (Tupelo, Mississippi Revenue Project) (the "Bank Bonds") to finance the Loan and the Note to fund the Project.

SCOPE OF ENGAGEMENT

In connection with this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bank Bonds, the source of payment and security for the Bank Bonds, and the excludability of interest on the Bank Bonds from gross income for federal and State income tax purposes;
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bank Bonds and the funding of the Loan and coordinate the authorization and execution of such documents;
3. Assist the City in seeking from any other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bank Bonds and the funding of the Loan, except that we will not be responsible for any required Blue Sky filings;

Post Office Box 6010
Ridgeland, MS 39158-6010

ELIZABETH LAMBERT CLARK
601.985.4406
elizabeth.clark@butlersnow.com

Suite 1400
1020 Highland Colony Parkway
Ridgeland, MS 39157

T 601.948.5711 • F 601.985.4500 • www.butlersnow.com

BUTLER SNOW LLP

Mayor and City Council
City of Tupelo, Mississippi
January 18, 2018
Page 3

- (b) Preparing request for tax rulings from the Internal Revenue Service ("IRS") or no action letters from the Securities and Exchange Commission ("SEC");
- (c) If applicable, preparing Blue Sky or investment surveys with respect to the Bank Bonds;
- (d) Drafting State constitutional or legislative amendments;
- (e) Pursuing test cases or other litigation, such as contested validation proceedings;
- (f) Making an investigation or expressing any view as to the creditworthiness of the City or the Bonds;
- (g) Except as described in paragraph 9 above, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bank Bonds or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;
- (h) Representing the City in IRS examinations or inquiries, or SEC investigations;
- (i) After closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bank Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bank Bonds).
- (j) Giving and/or providing any financial advice or financially-related recommendations concerning the issuance of the Bank Bonds as mandated by SEC and/or MSRB rules; or
- (k) Addressing any other matters not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We understand that counsel to the City has been engaged by the City to assist with the issuance of the Bank Bonds and the funding of the Loan, particularly as to the authorization, execution and delivery of bond documents. We assume that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Opinion.

Mayor and City Council
City of Tupelo, Mississippi
January 18, 2018
Page 5

minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

BUTLER SNOW LLP

By: Elizabeth Lambert Clark
Elizabeth Lambert Clark

Accepted and Approved:

CITY OF TUPELO, MISSISSIPPI

BY: James Z. Smith
Mayor

Dated: January 18, 2018.

Engagement letter authorized by Resolution of the Governing Body of the City of Tupelo, Mississippi dated January 18, 2018.

EXHIBIT B
MUNICIPAL ADVISOR
IRMA LETTER

Exhibit B



GOVERNMENT
CONSULTANTS

GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

Telephone: (601) 982-0005
Facsimile: (601) 982-2448
Email: gcms@gc-ms.net

January 16, 2018

Mayor Jason Shelton and City Council
City of Tupelo, Mississippi
71 E. Troy Street
Tupelo, Mississippi

Re: City of Tupelo, Mississippi
Not to Exceed \$16,500,000 Mississippi Development Bank Special Obligation Bonds, Series
2018 (City of Tupelo, Mississippi System Revenue Project) (the "Bonds")
Disclosure and Engagement Letter (the "Letter")

Dear Mayor and Council,

We are writing you to provide certain disclosures to you as representative of the City of Tupelo, Mississippi (the "Obligor") as required by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB" or the "Board"). Government Consultants, Inc. ("GCI" or the "Municipal Advisor") is an Independent Registered Municipal Advisor and welcomes the opportunity to provide municipal advisory services to the Obligor for the issuance of the above referenced Bonds.

Disclosures Concerning our Role as Municipal Advisor

- (i) The Municipal Advisor has a fiduciary duty to the Obligor. This is different than an underwriter, if any, who only has an obligation to deal fairly with you, as Obligor. The underwriter, if any, has financial and other interests that differ from the Obligor, unlike the Municipal Advisor who has no financial or other interests that differ from the Obligor.
- (ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential bond or debt issuance by the Obligor.
- (iii) We shall make a reasonable inquiry to the relevant facts that help determine what course of action to take that best suits the Obligor. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.
- (iv) We shall evaluate possible material risks, benefits and alternatives with the Obligor.
- (v) Our duties are limited to this transaction and the above-mentioned disclosures.

Disclosure Concerning Conflicts of Interest and Other Information

MSRB Rule G-42 requires that GCI provide in writing any disclosures relating to actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in MSRB Rule G-42, if applicable. After reasonable due diligence by GCI, there are no known material conflicts of interest that may affect GCI's ability to serve as a municipal advisor to the Obligor. If new material conflict(s) of interest occurs after the delivery and execution of this Letter, GCI will disclose all new material conflict(s) of interest to the Obligor.

In addition to providing disclosures concerning material conflict(s) of interest, MSRB Rule G-42 further requires GCI to have a fiduciary duty that includes a duty of loyalty and duty of care to the Obligor and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in the best interest of the Obligor.

Disclosure Concerning the Compensation

Our compensation for serving as municipal advisor will be contingent on the closing of the transaction(s) for the issuance of bonds and is based, in part, on the size of the bonds. We will negotiate with the Obligor as to compensation and will be paid upon closing of the transaction(s). The Municipal Advisor will abide by its fiduciary duty to the Obligor and provide unbiased and independent advice as required by MSRB.

Disclosure of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that all municipal advisors, including GCI, provide in writing to their clients certain legal or disciplinary events that are material to the Obligor's evaluation of GCI or the integrity of GCI management or personal. GCI believes there are no known legal or disciplinary events reported on any Form MA or Form MA-I that are material to your evaluation of GCI and there are no recent changes made on any Form MA or Form MA-I that are material to your evaluation. Any such information, whether material or not must be reported on Form MA and/or MA-I filed with the SEC, which forms are available and which can be viewed on the SEC's EDGAR system website at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

Disclosure Relating to Issuing Bonds

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require you to make these payments no matter what budget restraints you encounter. The failure to pay principal and interest when due, could cause you to be in default. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market rate levels. Please be aware of the following basic aspects of the Bonds.

Fixed rate bonds are interest bearing debt securities issued by an obligor. The interest rates for these bonds are specified at closing and will not change while the bonds are outstanding. Maturity dates for fixed rate bonds are fixed at the time of the issuance and may include serial maturities (specified principal amounts are payable on the same date each year until final maturity) or a term maturity (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Interest on fixed rate bonds is typically paid semiannually at a stated fixed rate or rates for each maturity.

Revenue bonds are a debt instrument secured by a pledge of incomes and revenues (fees, rates or rentals). The Obligor pledges to use the legally available revenues of the City for repayment of the bonds.

Additionally, the Bonds will be offered as federally tax-exempt obligations. This requires that you comply with various Internal Revenue Service ("IRS") requirements and restrictions relating to how you use and invest the proceeds of the bond issue, how you use any facilities constructed with the proceeds of the bond issue and other restrictions throughout the term of the Bonds.

It is recommended that you consult with bond counsel on such tax matters related to the issuance of the Bonds.

Disclosure Concerning the Term of Engagement

The Term of Engagement is effective on the execution date of the document that employed GCI as the Obligor's appointed municipal advisor and ends upon the closing and delivery of the Bonds. The Engagement may be terminated with or without cause by the Obligor or the Municipal Advisor. A written notice must be delivered to the other party, specifying the effective date of the termination.

Acknowledgement

We must seek your acknowledgement that you have received this Letter. Accordingly, please acknowledge receipt of this Letter on behalf of the Obligor in the space provided below. If you are not authorized to execute this Letter on behalf of the Obligor, please notify GCI immediately so the correct individual may be contacted. Please let us know if you have any questions or concerns.

Sincerely,

Government Consultants, Inc.

BY: 
Lynn Norris

RECEIPT ACKNOWLEDGEMENT

BY: 
Signature
Jason Shelton, Mayor, City of Tupelo, Mississippi
Authorized Representative's Name

1-19-18
Date

EXHIBIT C
UNDERWRITER LETTER

Exhibit C

RAYMOND JAMES®

January 11, 2018

Buddy Mitcham
Executive Director
Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, MS 39202

Re: Disclosures by Underwriter
Pursuant to MSRB Rule G-17
Mississippi Development Bank Special Obligation Bonds, Series 2018 (Tupelo,
Mississippi System Revenue Project)

Dear Mr. Mitcham:

We are writing to provide you, as Executive Director of the Mississippi Development Bank (Issuer) and an official of the Issuer with the authority to bind the Issuer by contract, with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012)¹.

The Issuer has engaged Raymond James & Associates, Inc. ("RJA") to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as underwriter, RJA may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

As the issuer of the Bonds, you will be a party to the bond purchase agreement and certain other legal documents to be entered into in connection with the issuance of the Bonds, but the material financial risks described in this letter will be borne by the obligor, as set forth in those legal documents. A copy of this letter is also being sent to the obligor.

I. Disclosures Concerning the Underwriters' Role:

(i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.

(ii) The primary role of the underwriters is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.

(iii) Unlike a municipal advisor, the underwriters do not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective August 2, 2012).

(iv) The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.

(v) The underwriters will review the official statement for the Bonds in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

II. Disclosures Concerning the Underwriters' Compensation:

The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

III. Additional Conflicts and Business Relationships Disclosures:

RJA has identified the following additional potential or actual material conflicts or business relationships we wish to call to your attention:

- In the ordinary course of its various business activities, RJA and its affiliates, officers, directors, and employees may purchase, sell or hold a broad array of investments and may actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of customers. Such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer (whether directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Issuer. RJA and its affiliates also may communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and at any time may hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.
- In the ordinary course of its business, RJA and its affiliates have engaged, and may in the future engage, in transactions with, and perform services for, the Issuer and its affiliates for which they received or will receive customary fees and expenses.

IV. Disclosures Concerning Structure of Municipal Securities Financing:

Since RJA has recommended to the Issuer a financing structure that may be considered a "complex municipal securities financing" for purposes of MSRB Rule G-17, attached is a description of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to the underwriter and reasonably foreseeable at this time.

In accordance with the requirements of MSRB Rule G-17, if RJA recommends a "complex municipal securities financing" to the Issuer that is not otherwise described herein, this letter will

be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to the underwriter and reasonably foreseeable at that time.

If you or any other Issuer official has any questions or concerns about these disclosures, then please make those questions or concerns known immediately to the undersigned. In addition, the Issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

It is our understanding that you have the authority to bind the City by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Under MSRB Rules, we are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect or sign and return the enclosed copy of this letter to me at the address set forth above/below. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you, the issuer and the obligor in connection with the issuance of the Bonds. We appreciate your business.

Sincerely,



Lindsey Rea
Managing Director
RAYMOND JAMES & ASSOCIATES, INC.

Acknowledgement:

Signature:  Date: 1-11-18
Buddy Mitcham
Mississippi Development Bank

CC: Mayor Jason Shelton, City of Tupelo
Kim Hanna, City of Tupelo
Butler Snow LLP, Bond Counsel
Government Consultants, Financial Advisor
Balch & Bingham, Issuer's Counsel

Fixed Rate Structure Disclosure

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds ("Fixed Rate Bonds"), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds. If you decide that you would like to pursue this financing alternative, we may provide you with additional information more specific to your particular issue.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

General Obligation Bonds

"General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term "limited" tax is used when such limits exist.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds

"Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

The description above regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following

Issuer Default Risk

You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk

Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk

If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

Reinvestment Risk

You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage".

Tax Compliance Risk

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited. This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

NOTICE OF RESOLUTION OF INTENT

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI (THE "CITY"), DECLARING THE INTENTION OF THE CITY TO ENTER INTO A LOAN (THE "LOAN") WITH THE MISSISSIPPI DEVELOPMENT BANK (THE "BANK") SECURED BY A PROMISSORY NOTE (THE "NOTE") PURSUANT TO MISSISSIPPI CODE 1972 ANNOTATED, SECTIONS 21-27-23 AND 21-27-41 THROUGH 21-27-69, AS AMENDED FROM TIME TO TIME (THE "BOND ACT") AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED FROM TIME TO TIME (THE "BANK ACT" AND TOGETHER WITH THE BOND ACT, THE "ACT") FOR THE PURPOSES OF PROVIDING FUNDS FOR IMPROVING, REPAIRING, AND EXTENDING THE (A) COMBINED WATER AND SEWER SYSTEM; AND (B) ELECTRIC SYSTEM OF THE CITY AND OTHER AUTHORIZED PURPOSES UNDER THE ACT AND THE LAWS OF THE STATE OF MISSISSIPPI, SAID LOAN AND NOTE BEING FUNDED BY THE BANK FROM THE ISSUANCE OF ITS NOT TO EXCEED \$16,500,000 SPECIAL OBLIGATION BONDS, SERIES 2018 (TUPELO, MISSISSIPPI REVENUE PROJECT); AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION.

WHEREAS, the Mayor and the City Council of the City of Tupelo, Mississippi (the "Governing Body"), acting for and on behalf of the City of Tupelo, Mississippi (the "City"), is authorized under the provisions of Sections 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972, as amended and supplemented from time to time (the "Bond Act") to issue revenue bonds of the City in such amounts as it may find necessary and proper and for the purposes set forth in the Bond Act, including, but not limited to, the improvement, repair and extension of the (a) combined water and sewer system of the City (the "Water and Sewer System") (the "Water and Sewer System Project"); and (b) electric system of the City (the "Electric System") (the "Electric System Project" and together with the Water and Sewer System Project, the "Project"); and

WHEREAS, the Governing Body is also authorized under the provisions of the Bond Act and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act" and together with the Bond Act, the "Act"), and other applicable laws of the State of Mississippi (the "State"), to enter into a loan (the "Loan") with the Mississippi Development Bank (the "Bank") secured by a promissory note in one or more taxable or tax-exempt series (the "Note") to borrow money to finance the costs of the Project; and for the Bank to issue its not to exceed \$16,500,000 Special Obligation Bonds, Series 2018 (Tupelo, Mississippi Revenue Project) (the "Bank Bonds") to finance the Loan and the Note to fund the Project; and

WHEREAS, the Governing Body finds and determines that it is necessary and proper for the health and well-being of the citizens of the City to finance the costs of the Project, which Project is to be done substantially in accordance with plans and specifications prepared by competent engineers employed by the City and approved by the Governing Body; and

WHEREAS, the Governing Body has caused an estimate to be made of the cost of the Project by competent engineers and the costs of such estimates plus the costs of other authorized purposes under the Act from which estimates and other costs the Governing Body finds that the total aggregate contemplated costs thereof will not exceed \$16,500,000; and

WHEREAS, the Governing Body has determined that the Project and the costs thereof are economically feasible and would be in the best interests of the citizens of the City; and

WHEREAS, it is necessary for the health and well-being of the citizens of the City to enter into the Loan with the Bank secured by the Note pursuant to the Act, for the purposes herein stated, and for the Bank to issue its Bank Bonds to finance the Loan and the Note to fund the Project; and

WHEREAS, the City reasonably expects that it will incur expenditures prior to the issuance of the proposed Bank Bonds and Loan, which it intends to reimburse with the proceeds of proposed Bank Bonds and Loan upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the proposed Bank Bonds and Loan in anticipation of the issuance of proposed Bank Bonds and Loan is made pursuant to Department of Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations"). The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued for the Project is the amount hereinabove set forth; and

WHEREAS, it is necessary, proper and economically feasible that the City issue its Note to secure the Loan from the Bank to the City, said Loan and Note being funded from the proceeds of the Bank Bonds, pursuant to the Act, for the purposes herein stated and under the procedures hereinafter set forth and as provided by law.

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

SECTION 1. The Governing Body, acting for and on behalf of the City, hereby declares its intention to enter into the Loan with the Bank secured by its Note, said Loan and Note to be in a total amount not to exceed not exceed \$16,500,000 in order to finance the Project and to pay the costs incidental to the sale and issuance of the Bank Bonds and the Loan.

SECTION 2. The principal and interest on the said Loan and Note shall be payable over a period not to exceed twenty (20) years solely from legally available revenues of the City. Said Loan and Note shall not constitute an indebtedness of the City within the meaning of any statutory or charter restriction, limitation, or provision, and the taxing power of the City will not be pledged to the payment of said Loan and Note, but the same, together with the interest thereon, shall be payable solely from legally available revenues of the City.

SECTION 3. Unless a protest in writing signed by not less than twenty percent (20%) of the qualified electors of the City, objecting to and protesting against the Loan and the Note is filed with the City Clerk on or before 5:00 o'clock p.m. on February 14, 2018, the Mayor and

City Council of the City of Tupelo, Mississippi, will authorize the Loan and the Note at a meeting of the Mayor and City Council set for 6:30 o'clock p.m. on February 20, 2018, which date shall be more than ten (10) days after the date of the last publication of this resolution. If such sufficient protest and objection is filed on or before the date and hour hereinabove set forth, the question of issuing Loan and the Note shall be submitted to an election to be held as provided in Mississippi Code 1972 Annotated, Section 21-27-43, as amended.

SECTION 4. This resolution shall be (i) published once a week for at least three consecutive weeks in the *Northeast Mississippi Daily Journal*, a newspaper published in the City, and having a general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended; and the last publication of this resolution shall be not more than ten (10) days prior to the date hereinabove set forth as the deadline for the filing of objection or protest and shall be more than ten (10) days prior to the date hereinabove set forth for the meeting of the Mayor and City Council to authorize the issuance of the Loan and the Note.

SECTION 5. The City Clerk is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of this resolution and have the same before the Mayor and City Council on the day and hour hereinabove specified.

SECTION 6. The City reasonably expects that it will incur expenditures prior to the issuance of the Loan and the Note which it intends to reimburse with the proceeds of the Loan and the Note upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Loan and the Note in anticipation of the issuance of the Loan and the Note is made pursuant to the Reimbursement Regulations. The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued for the Project is the amount hereinabove set forth.

[Remainder of page left blank intentionally.]

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

YEAS: 7

NAYS: 0

ABSENT: 0

The motion having received the affirmative vote of a majority of the members present, being a quorum of said members, the President thereby declared the motion carried and the resolution adopted, this the 18th day of January, 2018.

ATTEST:

Amanda Daniel
CLERK OF COUNCIL

ADOPTED:

Mandy Leffler
PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 18th day of January, 2018.

Kim Hauer
CITY CLERK

Jon S. Shiff
MAYOR

Publish as a legal notice for three (3) consecutive weeks on January 22 and 29 and February 5, 2018.



MANAGEMENT AGREEMENT

INVOLVING

CITY OF TUPELO

AS "OWNER"

AND

PROVENCE REAL ESTATE, LLC

AS "MANAGER"

DATED: DECEMBER 28th, 2017

*Hold
w/ be Ratified
later date
per
Bee
1-19-18*

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SECTION 1 APPOINTMENT OF MANAGING AGENT**MANAGEMENT AGREEMENT REGARDING INCOME PROPERTY**

THIS AGREEMENT entered into this 28th day of December, 2017 by and between Provence Real Estate, LLC ("Agent"), and City of Tupelo ("Owner").

PROJECT: President's Gate Apartments

DATE/TIME PROVENCE SHALL BE APPOINTED AS MANAGING AGENT: December 28th, 2017

Owner owns the land described in Exhibit A attached hereto and made a part hereof upon which is constructed certain improvements and building(s) (all improvements, building(s) and land herein collectively call "Project") which are presently subject to certain tenant lease(s), true copies being delivered to Agent at the execution hereof.

- 1) Appointment and Acceptance. Owner hereby appoints Agent as sole and exclusive Agent of Owner to lease and manage the Property described in paragraph 1.2 upon terms and conditions provided herein. Agent accepts the appointment and agrees to furnish the services of its organization for the leasing and management of the Premises; and Owner agrees to pay all expenses in connection with those services.
 - a) Employment. Owner hereby employs and retains Agent to serve as the exclusive manager of the Project. Agent accepts employment by the Owner and agrees to perform the management duties and obligations described herein and furnish the services of its organization for the proper and efficient management and supervision of the operation and maintenance of the Project.
 - b) Duties of Agent. Agent shall, at Owner's expense:
 - i) Maintain and provide services to the Project in a manner consistent with industry standards to the extent that such maintenance and service not required to be performed by tenants under their Lease(s), including, without limitation, interior cleaning and janitorial services, exterior grounds and landscaping services, maintenance of mechanical systems and equipment, tenant alterations and refurbishing, and such other normal maintenance, alteration and repair work as they be reasonably prudent or necessary; provided, however, the expense to be incurred for any one item or maintenance, alteration, refurbishing or repair shall not exceed the sum of \$5,000.00, unless such expense is specifically authorized by Owner, or is incurred under such circumstances as Agent shall reasonably deem to be an emergency. In an emergency where repairs are immediately necessary for the preservation and safety of the Project or to avoid the suspension of any essential service to the Project or to avoid danger to life or property, such emergency repairs shall be made by manager at Owner's cost without the prior approval of Owner, provided such emergency expenditure shall not exceed the sum of \$10,000.00 per emergency. When Agent learns of such emergency, Agent shall promptly notify Owner in writing of such emergency;
 - ii) Obtain and keep in effect such policies of insurance as required by this Agreement;
 - iii) Make contracts on behalf of and in the name of Owner, for security services, vermin extermination, trash collection, janitorial service, elevator service and maintenance, and other similar operating services as Agent or Owner shall deem necessary or prudent; such contracts shall provide for cancellation by Owner without penalty on thirty (30) days prior written notice from Owner, unless such terms are not available such as an equipment lease or service contract where a longer-term commitment is required. Owner shall approve in advance any contracts that will not be terminable with a thirty (30) day notice of termination.
 - iv) Make contracts on behalf of Owner for electricity, gas, telephone, internet, fuel, or water as Agent shall deem necessary or prudent;
 - v) Take such action as may be necessary to comply with any and all laws, ordinances, rules or requirements affecting the Project promulgated by any governmental body and/or boards of fire underwriters having jurisdiction over the Project. Agent shall promptly, and in no event later than 72 hours (excluding weekends and holidays) from the time of receipt thereof, notify Owner in writing of all such orders, notices or requirements; and

Owner's Initials _____

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- vi) Purchase all equipment, tools, appliances, materials and supplies to be used in connection with the Project, however, the price for any such item shall not exceed the amount originally paid for such items in the locale of the Project. When taking bids or issuing purchase orders, Agent shall act at all times in the best interest of Owner and shall be under a duty to secure for and credit to Owner any discounts obtained as a result of such purchases.
- (vii) Provide regular and systematic inspections of the Project. This shall include periodic visits to the Project by corporate representatives (travel expenses shall be paid by Owner) in order to perform inspections, respond to emergencies, meet with associates, and attend on-site meetings where a corporate representative's presence is required.
- (viii) Comply with any requirements concerning the management or maintenance of the Project Imposed upon Owner as "landlord" under any Lease(s), including without limitation, the selection and supervision of all contractors or employees of Agent performing tenant work or repair or capital replacement work at the Project;
- (vix) Keep Owner informed of the financial status of the Project and of Project's physical condition;
- (x) Collect all rent and other charges and deposits due from tenants and others authorized to use the Project;
- (xi) Maintain, in a manner customary and consistent with good accounting practices and separate and apart from any records and accounting maintained by Agent on any other Project, a system of records and accounts to which shall be entered fully and accurately on accrual or cash accounting basis, as determined by the Owner, each and every financial transaction with respect to the operation of the Project; such books and records shall be maintained by Agent at Agent's office and shall be available to Owner at all reasonable times.
- (xii) Not permit the use of Project for any purpose which may void or increase the premium payable under any policy of insurance held by Owner or which may render any loss under any such policy uncollectible or which would be in violation of any governmental restriction;
- (xiii) Use its best efforts to secure full compliance by tenants with the terms and provisions of their Lease(s), and to this end, Agent shall inform all tenants of such rules, regulations and notices as may be promulgated by Owner or Agent;
- (xiv) File in a timely manner all forms, reports and returns required by law related to employment of personnel employed by Agent at the Project;
- (xv) Cause to be filed each year appropriate and timely ad valorem tax returns for the Project;
- (xvi) Promptly cause the issuance or transfer of any necessary business licenses and permits for the Project;
- (xvii) Promptly investigate and make, subject to Owner's approval in each instance, a complete and timely written report to the appropriate insurance company of all damages, accidents, or claims relating to the ownership, operation and maintenance to the Project; and
- (xviii) Cooperate with Owner and entities designated by Owner and provide information regarding this Property to Owner and designees.
- (xix) Shall direct, supervise, manage, operate, maintain and repair the Property consistent with industry standards.

- 2) Description of Premises. The Property to be managed by Agent under this Agreement (the "Premises") is known as President's Gate Apartments, consisting of the land, buildings, and other improvements in the State of Mississippi. The address of the property is 922 Lawndale Drive, Tupelo, MS, 38801. The property currently contains 257 residential units and 0 retail/commercial units for a total of 257 units that shall be used when applying a minimum management fee (as addressed in Section 18).
- 3) Term. The term of this Agreement shall be for a period of three (3) months (the "term") from December 28th, 2017, and thereafter shall be automatically terminated on March 27th, 2018.
- 4) Management Office. Owner shall provide adequate space for a management office. Owner shall pay all expenses related to such office, including, but not limited to, furnishings, equipment, postage and office supplies, electricity and other utilities, and telephone, as pursuant to a budget approved by Owner.

Owner's Initials _____

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- 5) Apartment for On-Site Staff. Owner shall provide discounted apartment(s) on the Premises for the use of onsite staff and their families. Without the written approval of the owner, there shall not be more than a total of 1.5% of the total units (with a minimum of one unit) provided at a discount. Discounts shall be based on the Provence Associate Apartment policy, which is 50% rent discount for Community Manager and any maintenance employees that are on-call for emergencies. All other employees can receive a 35% discount. Rent is deducted from payroll for employees that live on-site. Employee tenants shall be responsible for their own utility expenses. Such tenants shall enter into lease agreements which shall be terminable without cause in the event that this agreement is terminated.

SECTION 2 BANK ACCOUNTS

The various bank accounts established under this Agreement shall at all times be established by Agent as trustee for the property. Owner and Agent's designees shall be the only parties authorized to draw upon such accounts. No amounts deposited in any accounts established under this Agreement shall in any event be commingled with any other funds of Agent.

All funds Agent receives from the Owner as operating capital or the operation of the Project (including rental payments, security deposits, Insurance and condemnation proceeds, refunds from any source, and any other Project related income) shall be the property of the Owner and shall be deposited in the Checking Account, or in a savings account or certificate of deposit as Owner may direct.

Where required by law, all rental deposits shall be kept in a separate account

Owner agrees to maintain reasonable cash reserves in the Checking Account(s) to enable Agent to pay the obligations of the Owner hereunder as they become due.

To the extent funds are available; cash balance shall be transmitted to Owner no less than monthly, at the same time as the reports and statements. This date shall be no later than the 15th of each month. In the event that the 15th falls on a weekend, the following business day shall apply.

1. Operating and/or Reserve Account(s). Agent shall establish a separate account(s) known as City of Tupelo, Managing Agent: Provence Real Estate, LLC, dba President's Gate Apartments Operating Account and/or Reserve Account(s) separate and apart from Agent's corporate accounts, for the deposit of receipts collected as described herein, in a bank or other institution whose deposits are insured by the federal government. Such depository shall be selected by the Agent, with Owners' approval. However, Agent shall not be held liable in the event of bankruptcy or failure of a depository. Funds in the Operating and/or Reserve Account(s) remain the property of Owner subject to disbursement of expenses by Agent as described in this Agreement.
2. Initial Deposit and Contingency Reserve. Immediately upon commencement of this agreement, Owner shall remit to Agent the sum of \$5,000 to be deposited in the Operating and/or Reserve Account(s) as an initial deposit representing the disbursements to be made in the first month following the commencement of this Agreement, plus an additional sum of \$10,000.00 as a contingency reserve. Owner agrees to maintain the contingency reserve Account(s) to enable Agent to pay the obligations of Owner under this Agreement as they become due. Owner and Agent shall review the amount of the contingency reserve from time to time and shall agree in writing on a new contingency reserve amount when such is required.
3. Security Deposit Account. Agent shall, if required by law, maintain a separate account for tenant security deposits and advance rentals. Such account shall be maintained in accordance with applicable state or local laws, if any.
4. Fidelity Bond. Agent shall cause all personnel who handle or are responsible for the safekeeping of any monies of Owner to be covered by a fidelity bond or employee dishonesty policy in the amount of \$250,000 with a company determined by Agent. If a fidelity bond cannot be obtained, a conviction bond shall be obtained at Agent's expense. The original or a certified copy thereof shall be promptly delivered to Owner. Owner shall be designated as a loss payee on any bond or insurance policy obtained pursuant to the terms of this paragraph.

SECTION 3 COLLECTION OF RENTS AND OTHER RECEIPTS

1. Agent's Authority. Agent shall collect (and give receipts for, if necessary) all rents, charges and other amounts receivable on Owner's account in connection with the management and operation of the Premises. Such receipts (except tenants' security deposits and advance rentals, which shall be handled as specified in paragraphs 2.3 and 2.1 hereof; and special charges, which

shall be handled as specified in paragraph 2.2 hereof) shall be deposited in the Operating (and/or) Reserve Account(s) maintained by Agent for the Premises.

2. **Special Charges.** If permitted by applicable law, Agent may collect from tenants and remit to Owner any or all of the following: an administrative charge for late payment of rent, a charge for returned or non-negotiable checks, a credit report fee, an administrative charge, any legal fees associated with evictions, and/or broker's commission for subleasing.
3. **Security Deposits.** Agent shall collect, deposit, and disburse tenants' security deposits in accordance with the terms of each tenant's lease. Agent shall pay tenants interest upon such security deposits only if required by law to do so; otherwise, any interest earned on tenant security deposits is to be paid to Owner. Agent shall comply with all applicable state or local laws concerning the responsibility for security deposits and interest, if any.

Section 4 DISBURSEMENTS FROM OPERATING AND/OR RESERVE ACCOUNT(S)

1. **OPERATING EXPENSES.** From the Operating and/or Reserve Account(s), Agent is hereby authorized to pay or reimburse itself for all expenses and costs of operating the Premises as approved by Owner in budget and for all other sums due Agent under this Agreement, including Agent's compensation under Section 18.
2. **DEBT SERVICE.** Owner shall give Agent advance written notice of at least five (5) days if Owner desires Agent to make any additional monthly or recurring payments (such as mortgage indebtedness, general taxes, or special assessments, or fire, steam boiler, or boiler insurance premiums) out of the proceeds from the Premises. If Owner notifies Agent to make such payments after the beginning of the term of this Agreement, agent shall have the authority to name a new contingency reserve amount pursuant to paragraph 2.1.1 of this Agreement, and Owner shall maintain this new contingency reserve amount at all times in the Operating and/or Reserve Account(s). Agent will make all recurring payments unless notified in writing to do otherwise.
3. **NET PROCEEDS.** To the extent that funds are available, and after maintaining the cash contingency reserve amount as specified in paragraph 2.1.1, Agent shall transmit cash balances to Owner periodically, as follows: each month no later than the 15th (if the 15th falls on a weekend or holiday, cash balances shall be transmitted on the next business day). Such periodic cash balances shall be remitted to the following person(s) specified, and at the address(es) shown:

City of Tupelo
Attn: Don Lewis
PO Box 1485
Tupelo, MS 38802-1485

Section 5 AGENT NOT REQUIRED TO ADVANCE FUNDS

In the event that the balance in the Operating and/or Reserve Account(s) is at any time insufficient to pay disbursements due and payable under paragraph 4.1 and 4.2 above, Owner shall, immediately upon notice, remit to Agent sufficient funds to cover the deficiency and replenish the contingency reserve. Agent must notify owner in writing by the 20th of the month the estimated deficiency. Owner shall remit payment no later than the 15th of the following month. In no event shall Agent be required to use its own funds to pay such disbursements or be required to advance any monies to Owner, to the Security Deposit Account, or to the Operating and/or Reserve Account(s).

If Agent elects to advance any money in connection with the Premises to pay any expenses for Owner, such advance shall be considered a loan subject to repayment with interest at a rate equal to the Wall Street Journal published prime rate plus 400 bps and Owner hereby agrees to reimburse Agent, and hereby authorizes Agent to deduct such amounts from any monies due Owner. Agent advances shall only be with Owner's prior written consent and the Agent shall at no time be required to make a loan to the property.

Section 6 FINANCIAL AND OTHER REPORTS

By the 15th day of each month (or the next business day should the 15th fall on a weekend or holiday), Agent shall furnish Owner with a statement of cash receipts and disbursements from the operation of the Premises during the previous month. In addition, Agent shall, on a mutually acceptable schedule, prepare and submit to Owner such other reports as are agreed on by both parties. December financial reports are provided by the 25th of January due to additional year-end accounting procedures.

1. Owner's Right To Audit. Audit. Owner may at any time, at its option and expense, cause the books and financial operations of the Project to be audited by an auditor to be selected by Owner. Agent agrees to cooperate with such auditor and to make any of its facilities located at the Project available to such auditor(s). All books, financial records, invoices, statements, etc, shall remain property of Agent at all times. Any audit or copies made of financial records shall be done at Owner's expense with additional fees billed for time spent by Agent's accounting staff to facilitate the process.
2. Site Record Keeping. Reserved.
3. Reports and Statements.
 - a) Monthly Report. At its expense, Agent shall prepare and furnish to Owner on or before the fifteenth (15th) of each month a written report of the operations of the Project, disclosing the results of the operations of the Project for the preceding month, prepared using Agent's standard chart of accounts and other standardized reporting forms and lists. Each such report shall include:
 - i) an unaudited statement of receipts and disbursements from the operation of the Project for the period covered by the report and the fiscal year to date;
 - Balance Sheet
 - Income Statement
 - Budget Comparison to Actual
 - ii) a discussion of any significant maintenance which the Project will require and of the needs foreseen by Agent for reserves of funds to be created in future months for such purposes, together with such other information (including supporting invoices and vouchers) as Owner may request, all of which shall be certified as accurate by an officer of Agent.

If requested by the Owner, Agent will retain at Owner's expense a firm of independent certified public accountants to prepare and certify statements of income and disbursements received and paid. The form and content of such reports shall be as specified by Owner.

- b) Annual Report. Within thirty (30) days after the end of each fiscal year, which shall be the calendar year, manager shall furnish owner with a statement satisfactory to Owner setting forth the actual income and expense for the previous year, itemized according to each category of income and expenses for the previous year, certified to as accurate by an officer of Agent. This annual report shall be at Agent's expense and shall be prepared using Agent's standard chart of accounts and other standardized reporting forms and lists. Although such annual report will be used by Owner for the preparation and timely filing of the Owner's federal and state income tax returns. Agent shall have no responsibility for preparing or filing such returns. Agent, at the request and expense of Owner, shall employ a qualified firm of independent accountants to prepare Owner's federal and state income tax returns.
- c) Budget. The Agent shall annually prepare an operating budget to be approved by Owner at least sixty (60) days prior to the new operating year. This shall include an estimate of rental revenues, operating expenses and items required for capital improvements.

The forecast of rental and allowances, when approved in writing by the Owner, shall form the basis on which tenant leases in the Project shall be negotiated. Such forecast is not intended to constitute a fixed requirement, but rather to form a basis for the negotiation of such leases, to be modified in particular instances with the consent in writing of the Owner. Such forecast shall remain in effect until the Owner has approved a revised schedule. The Budget of expenses submitted by the Agent, when approved by the Owner, shall, in general, form the basis on which the Agent shall incur items of expense for the operation of the Project.

In the event that Owner does not provide written approval of the proposed budget within thirty (30) days prior to the start of the fiscal year, the proposed budget shall be deemed approved.

Section 7 ADVERTISING

To the extent approved by Owner and at Owner's expense, Agent is authorized to develop and implement a comprehensive advertising program (including use of market aids such as brochures, signs, advertisements, news releases and newsletters) in a manner compatible with the quality of the Project.

Owner's Initials _____

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Agent is authorized to advertise the Premises or portions thereof for rent, using periodicals, signs, plans, brochures, or displays, or such other means as Agent may deem proper and advisable. Agent is authorized to place signs on the Premises advertising the Premises for rent, provided such signs comply with applicable laws. The cost of such advertising shall be paid out of the Operating and/or Reserve Account(s). Any advertising shall be solely for the property, unless the Property is compensated for joint-advertising.

Owner shall authorize Agent to post signs on the property showing that it is managed by Provence Real Estate, LLC. Owner further authorizes Agent to use pictures of the property, marketing materials, financial reports and release any other operating information when soliciting new management business. Agent may issue announcements and/or press releases upon the takeover of the property.

Section 8 LEASING AND RENTING

1. **Agent's Authority to Lease Premises.** Agent shall use all reasonable efforts to keep the Premises rented by procuring tenants for the Premises. Agent is authorized to negotiate, prepare, and execute all leases, including all renewals and extensions of leases (and expansions of space in the Premises, if applicable) and to cancel and modify existing leases. Agent shall execute all leases as agent for the Owner. All costs of leasing shall be paid out of the Operating and/or Reserve Account(s). All Lease(s) shall be on standard lease form previously approved for the Project by Owner.
2. **No Other Rental Agent. During the term of this Agreement.** Owner shall not authorize any other person, firm, or corporation to negotiate or act as leasing or rental agent with respect to any leases for space in the Premises. Owner agrees to promptly forward all inquiries about leases to Agent.
3. **Rental Rates.** Agent is authorized to establish and revise all rents, fees, or deposits, and any other amounts chargeable with respect to the Premises.
4. **Enforcement of Leases.** Agent is authorized to institute, in Owner's name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Premises, or for the evicting or dispossessing of tenants or other persons from the Premises. Agent is authorized to sign and serve such notices as Agent deems necessary for lease enforcement, including the collection of rent or other income. Agent is authorized, when expedient, to settle, compromise, and release such legal actions or suits or reinstate such tenancies. Any monies for such settlements paid out by Agent shall require written prior approval by Owner. Attorneys' fees, filing fees, court costs, and other necessary expenses incurred in connection with such actions and not recovered from tenants shall be paid out of the Operating and/or Reserve Account(s) or reimbursed directly to Agent by Owner. Agent may select the attorney of its choice to handle such litigation.

Section 9 EMPLOYEES

1. **Agent's Authority to Hire.** Agent is authorized to hire, supervise, discharge, and pay all servants, employees, contractors, or other personnel necessary to be employed in the management, and operation of the Premises. All employees shall be deemed employees of the Agent.
2. **Owner Pays Employee Expenses.** All wages and fringe benefits payable to such employees hired per paragraph 9.1 above, and all local, state, and federal taxes and assessments (including but not limited to Social Security taxes, unemployment insurance, and workers' compensation insurance) incident to the employment of such personnel, be paid by Agent out of the Operating Account and/or Reserve Account(s) and shall be treated as operating expenses. Agent shall not be liable to such employees for their wages or compensation nor any paid time off that may apply, such as time off as allowed by the Family and Medical Leave Act. All employees of Agent must pass a background check, drug screen, and Motor Vehicle Report. Should any on-site employees be shared with other properties on a permanent basis, their wages and fringe benefits shall be allocated among the properties on a pro-rata basis by unit count.

In the event that a corporate employee of Agent works at the Owner's property to cover a vacant on-site position, fill in while an on-site employee is on vacation or leave of absence, provide training to the on-site employees at the Owner's property, conduct a periodic inspection or audit, or provide additional staffing as needed by the property, the wages and fringe benefits of that corporate employee will be paid by Owner for the period they are working on the Owner's property.

3. **Agent's Authority to File Returns.** Agent shall do and perform all acts required of an employer with respect to the Premises and shall execute and file all tax and other returns required under the applicable federal, state, and local laws, regulations, and/or ordinances governing employment, and all other statements and reports pertaining to labor employed in connection with the

Premises and under any similar federal or state law now or hereafter in force. In connection with such filings, Owner shall, upon request, promptly execute and deliver to Agent all necessary powers of attorney, notices of appointment, and the like. Owner shall be responsible for all amounts required to be paid under the foregoing laws, and Agent shall pay the same from the Operating and/or Reserve Account(s).

4. Workers' Compensation Insurance. Agent shall, at Owner's expense, maintain workers' compensation insurance covering all liability of the employer under established workers' compensation laws.
5. Hold Harmless Labor Laws. Agent shall be responsible for compliance with all applicable state or federal labor laws. Owner shall indemnify, defend, and save Agent harmless from all claims, investigations, and suits, or from Owner's actions or failures to act, with respect to any alleged or actual violation of state or federal labor laws except if such is due to the actions of agent, which actions were contrary to required laws, statutes, etc. Owner's obligation with respect to such violation(s) shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expenses, and attorneys' fees. Owner acknowledges that monetary settlements may be paid to current or former employees that allege violation(s) of labor laws, even when Agent has committed no violation(s) of labor laws. Agent is authorized by Owner to negotiate settlements for current or former employees assigned to work at the Owner's property to avoid the expense to defend legal actions (even if the Agent has not violated any labor laws), and Owner shall be liable for payment of these settlements. Agent shall have sole discretion when negotiating these settlements.
6. Hiring of Agent's Employees. Owner agrees that neither Owner nor its agents, affiliates, and employees shall (i) discuss, (ii) offer or (iii) solicit the employment of any employees of Agent, without the prior written consent of the Agent, except the employees at subject site employed for the sole purpose of the property.

Section 10 MAINTENANCE AND REPAIR

Agent is authorized to make or cause to be made, through contracted services or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Premises in its present condition and for the operating efficiency of the Premises, and all alterations that are required to comply with lease requirements, governmental regulations, or insurance requirements. Agent is also authorized to decorate the Premises and to purchase or rent, on Owner's behalf, all equipment, tools, appliances, materials, supplies, uniforms, and other items necessary for the management, maintenance, or operation of the Premises. Such maintenance and decorating expenses shall be paid out of the Operating and/or Reserve Account(s) and subject to the budget. This section applies except where decorating and/or maintenance are at tenants' expense as stipulated in a lease.

Approval for Exceptional Maintenance Expense. The expense to be incurred for any one item of maintenance, alteration, refurbishing, or repair shall not exceed the sum of \$5,000, unless such expense is specifically authorized by Owner, or is incurred under such circumstances as Agent shall reasonably deem to be an emergency or is pursuant to the approved budget. In an emergency where repairs are immediately necessary for the preservation and safety of the Premises, or to avoid the suspension of any essential service to the Premises, or to avoid danger to life or property, or to comply with federal, state, or local law, such emergency repairs shall be made by Agent at Owner's expense without prior approval.

Section 11 CONTRACTS, UTILITIES AND SERVICES

Agent is authorized to negotiate contracts for nonrecurring items of expense, not to exceed \$5,000 without the approval of the Owner, and to enter into agreements in Owner's name for all necessary repairs, tax preparation, property tax consulting, maintenance, minor alterations, and utility services. Agent shall, in Owner's name and at Owner's expense, make contracts on Owner's behalf for electricity, gas, telephone, internet, fuel, or water, and such other services as Agent shall deem necessary or prudent for the operation of the Premises. All utility deposits shall be the Owner's responsibility, except that Agent may pay same from the Operating and/or Reserve Account(s) at Owner's request. With prior approval by Owner, Agent is authorized to enter into an agreement with a property tax consultant, or other contractors that may result in a "success fee" that is payable by Owner.

Section 12 INITIAL EXPENSES

Agent may incur expenses related to the Agent's initial takeover of management of the Property. Owner shall be liable for these expenses which may include, but are not limited to:

- Employee screening and uniforms
- Agent's setup fees and training costs for management software, resident portal, bank accounts, etc.

Owner's Initials _____

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- Firewall to allow property to connect to Agent's server
- Agent's marketing collateral package and signage
- Initial stock of maintenance supplies
- Travel expenses and other costs that may have been incurred by Agent prior to takeover
- Relocation expenses for Agent's employees that will be assigned to the Property
- Travel expenses for Agent's employees from other sites and/or corporate staff that may temporarily assist with running the Owner's Property until a permanent staff is hired, or training and supporting the new on-site staff.

Section 13 RELATIONSHIP OF AGENT TO OWNER

The relationship of the parties to this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of Owner, in Owner's name, and for Owner's account. In taking any action under this Agreement, Agent shall be acting only as Agent for Owner, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of Principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Premises. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of Owner. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

Agent covenants and agrees that even though it shall have managerial responsibility for other real estate similar to the Project which may be considered competitive with the Project, Agent shall always represent the Project fairly and deal with Owner on a basis equitable in comparison to any such other similar projects.

Section 14 SAVE HARMLESS

Owner shall indemnify, defend, and save Agent harmless from all loss, damage, cost, expense (including attorneys' fees), liability, or claims for personal injury or property damage incurred or occurring in, on, or about the Premises except any such violation as may be caused by the willful, wanton or criminal act or omission of Agent or of the gross negligence of Agent.

Section 15 LIABILITY INSURANCE

Owner shall procure and keep in force adequate insurance against physical damage (e.g., fire with extended coverage endorsement, boiler and machinery, etc.) and primary liability insurance against any loss, damage, or injury to property or persons which might arise out of the occupancy, management, operation, or maintenance of the Premises. The amounts and types of insurance will be sufficient to protect Owner and Agent with respect to insured risks at the amount and with carriers as specified in writing by Owner. Owner may elect to use a master insurance policy to cover all or some of the risks specified in this paragraph; to such extent, Agent's obligations under this paragraph shall cease.

It is understood that insurance shall be acceptable to both Owner and Agent, and any deductible required under such insurance policies shall be Owner's expense. Agent shall be covered as an additional insured on all liability insurance maintained with respect to the Premises. Liability insurance shall be primary and adequate to protect the interests of both Owner and Agent and in form, substance, and amounts reasonably satisfactory to Agent. Owner agrees to furnish Agent with certificates evidencing such insurance or with duplicate copies of such policies *within ten (10) days'* of the execution of this Agreement. If Owner fails to do so, Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the Operating and/or Reserve Account(s). Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as Owner and shall require a *minimum of sixty (60) days' written notice* to Agent before any cancellation of or changes to said policies.

Section 16 AGENT ASSUMES NO LIABILITY

Agent assumes no liability whatsoever for any acts or omissions of Owner, or any previous owners of the Premises, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any tenant in the payment of any rent or other charges due Owner or in the performance of any obligations owed by any tenant to Owner pursuant to any lease or otherwise. Agent does not assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of Owner in writing, and Owner shall promptly cure them.

Section 17 FEES FOR LEGAL ADVICE

Owner's Initials _____

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Owner shall pay reasonable expenses incurred by Agent in obtaining legal advice regarding compliance with any law affecting the Premises or activities related to them. If such expenditure also benefits others for whom Agent in this Agreement acts in a similar capacity, Owner agrees to pay an apportioned amount of such expense.

Section 18 AGENT'S COMPENSATION AND EXPENSES

As compensation for the services provided by Agent under this Agreement (and exclusive of reimbursement of expenses to which Agent is entitled hereunder), Owner shall pay Agent as follows:

1. **For Management Services.** A Management Fee of 4.0% of monthly gross receipts, with a minimum fee of \$25.00 per unit per month, whichever is greater. Units classified as un-rentable or "down" shall be included in the minimum management fee.

In addition, each month a \$0 per unit as an administrative reimbursement and \$0 per unit as an accounting reimbursement will be paid to Agent. These reimbursements shall also be considered as part of the minimum management fee.

In the event the Project is new construction, the minimum monthly management fee shall be paid to Agent beginning ninety (90) days prior to the owner's anticipated date for receiving a Certificate of Occupancy for the clubhouse or the first unit, or at the start date for an employee that is hired by Agent to work at the community, whichever happens first. For the purpose of this agreement, this date shall be established as N/A. In the event that the Certificate of Occupancy is delayed from the anticipated date, Agent shall continue to be paid the minimum management fee longer than the ninety (90) day period, regardless of any construction, permitting, or other delays in receiving a Certificate of Occupancy.

Agent shall earn a quarterly incentive fee from the Premises payable within fifteen (15) days of the last day of the quarter. This fee shall be calculated as 0.25% of total gross receipts for each quarter that the Project meets its approved Net Operating Income. Agent shall also earn an additional annual incentive fee in the amount of 0.25% of total year to date gross receipts if the Project exceeds its approved annual budgeted NOI by 5.0% or more. If the property is sold during the course of a year, the annual budgeted NOI shall be pro-rated and this incentive fee shall be calculated on the interim financial period.

The percentage amount set forth above shall be based upon the total gross receipts from the Premises during that accounting month.

The term "Gross Receipts" shall be deemed to include all rents and other income and charges from the normal operation of the Premises, including, but not limited to, rents, parking fees, laundry income, forfeited security deposits, forfeited pet deposits, utility income, other fees, and other miscellaneous income. Gross receipts shall NOT be deemed to include income arising out of the sale of real property or the settlement of fire or other casualty losses and items of a similar nature.

All management fees, incentive fees, and reimbursements shall be due to Agent at the time that the accounting month is closed and gross receipts are calculated.

2. **For Apartment Leasing.**

Reserved.

3. **For Commercial Leasing.**

Should the property include commercial space, Agent shall receive a one-time commission equal to three (3) months of the initial rental rate for any commercial tenant leases procured on the Owner's behalf by Agent. Ongoing rent payments by the commercial tenant shall be included in the Gross Receipts when applying the monthly Management Fee.

4. **For Modernization (Rehabilitation/Construction).**

Construction Management Fees. Agent shall receive as a construction management fee of five percent (5%) for major property repairs, insured losses, and capital improvements made by or on behalf of Owner, where Agent acts as construction supervisor and/or inspecting agent, with Owner's prior approval. For projects over \$10,000, the fee shall be five percent (5%). For projects over \$500,000, the construction management fee shall be determined based on the scope of work.

5. For Lender Draws / Special Reporting.

Should Owner request Agent to compile and submit draws to lender (or other party) for replacement reserve accounts or other types of non-owner controlled accounts, Agent shall receive a \$250.00 fee or 1% of draw amount, whichever is greater. Should Owner's investors need special or customized reports for the Project, a \$150.00 per hour Special Reporting Fee shall apply.

6. Ancillary Revenue

Should Owner request Agent to solicit bids and/or negotiate a service contract that will result in ancillary revenue for the Project, Agent shall receive a fee of 10% of any one-time payments or commissions paid to the Project. This fee shall be paid regardless of if a third-party vendor is contracted, in addition to Agent, to bid out and/or negotiate the service contract (such as a cable television revenue sharing contract consultant) and the consultant will assess their own fee to the Project. Example – Agent facilitates the negotiation of a revenue sharing agreement for cable TV/phone/internet services. A one-time commission of \$10,000 for the Project is negotiated, meaning Agent shall receive an Ancillary Revenue Fee of \$1,000.

Section 19 REPRESENTATIONS

Owner represents and warrants that to the best of Owner's knowledge: That Owner has full power and authority to enter this Agreement; that there are no written or oral agreements affecting the Premises other than tenant leases, copies of which have been furnished to Agent; that there are no recorded easements, restrictions, reservations, or rights of way which adversely affect the use of the Premises for other purposes intended under this agreement; that to the best of Owner's knowledge, the property is zoned for the intended use; that all leasing and other permits for the operation of the Premises have been secured and are current; that the building and its construction and operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders, or the like (including, but not limited to, those pertaining to hazardous or toxic substances).

Section 20 STRUCTURAL CHANGES

Owner expressly withholds from Agent any power or authority to make any structural changes in any building, or to make any other major alterations or additions in or to any such building or to any equipment in any such building, or to incur any expense chargeable to Owner other than expenses related to exercising the express powers vested in Agent through this Agreement, without the prior written consent of the Owner.

However, such emergency repairs as may be required because of danger to life or property, or which are immediately necessary for the preservation and safety of the Premises or the safety of the tenants and occupants thereof, or required to avoid the suspension of any necessary service to the Premises, or to comply with any applicable federal, state, or local laws, regulations, or ordinances, shall be authorized pursuant to Section 10 of this Agreement, and Agent shall notify Owner appropriately.

Section 21 BUILDING COMPLIANCE

Agent does not assume and is given no responsibility for compliance of the Premises or any building thereon or any equipment therein with the requirements of any building codes or with any statute, ordinance, law, or regulation of any governmental body or of any public authority or official thereof having jurisdiction, except to notify Owner promptly or forward to Owner promptly any complaints, warnings, notices, or summons received by Agent relating to such matters. Owner represents that to the best of Owner's knowledge the Premises and all such equipment comply with all such requirements, and Owner authorizes Agent to disclose the ownership of the Premises to any such officials and agrees to indemnify and hold Agent, its representatives, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed by reason of any present or future violation or alleged violation of such laws, ordinances, statutes, or regulations.

Section 22 TERMINATION

1. Termination by Either Party

This Agreement may be terminated by either Owner or Agent, without cause, by giving the other party 30 days' notice in writing. This Agreement may be terminated immediately by either Agent or Owner upon giving the other party written notice of either the sale of the Property or for cause per the provisions of Section 22.2 of this Agreement.

Owner's initials _____

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Agent shall deliver to Owner, within thirty (30) days following the date this Agreement is terminated, any balance of monies due Owner or of tenant security deposits, or both which were held by Agent with respect to the Premises. Final accounting reflecting the balance of income and expenses with respect to the Premises as of the date of termination or withdrawal within thirty (30) days following termination, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Premises.

Within thirty (30) days after such termination, Agent shall deliver to Owner a complete written report and financial statements relative to the Project. Upon receipt of such report, Owner shall pay to Agent any remaining reimbursements due Agent or, if Agent shall have received amounts in excess of the amounts properly reimbursable to Agent hereunder, Agent shall refund to Owner such excess.

Upon termination of this Agreement for whatever reason, Agent shall immediately:

- i) pay to itself all reimbursements due Agent hereunder and surrender and deliver to Owner all remaining rents thereof and any other monies of Owner on hand and in the Checking Account or rental deposit account, including any money of Owner received after the effective date of such termination;
- ii) deliver to Owner all materials, equipment, keys, documents and records relating to the Project; and
- iii) assign any contracts relating to the operation of the Project not otherwise in the name of Owner; and
- iv) furnish such other information and take such other action as Owner shall reasonably require in order to end Agent's duties hereunder.

2. Termination for Cause. Notwithstanding the foregoing, this Agreement shall terminate in any event, and all obligations of the parties hereunder shall cease (except as to liabilities or obligations which have accrued or arisen prior to such termination, or which accrue pursuant to Section 22 as a result of such termination, and obligations to insure and indemnify), upon the occurrence of any of the following events:

- a) Breach of Agreement. After the receipt of written notice by either party to the other specifying in detail a material breach of this Agreement, the receiving party shall be considered on notice. If such breach has not been cured within a thirty (30) day period, the notifying party shall be allowed to terminate this Agreement immediately. However, the breach of any obligation of either party hereunder to pay any monies to the other party under the terms of this Agreement shall be deemed to be curable within ten (10) days.
- b) Failure to Act, Etc. In the event that any insurance required of Owner is not maintained without any lapse, or it is alleged or charged that the Premises, or any portion thereof, or any act or failure to act by Owner, its agent and employees with respect to the Premises, fails to comply with any law or regulation, or any order or ruling of any public authority, and Agent, in its sole discretion, consider that the action or position of Owner or its representatives with respect thereto may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license, Agent shall have the right to terminate this Agreement at any time by written notice to Owner of its election to do so, which termination shall be effective thirty (30) days following the service of such notice. Such termination shall not release the indemnities of Owner set forth herein.
- c) Excessive Damage. Upon the destruction of or substantial damage to the Premises by any Cause, or the taking of all or a substantial portion of the Premises by eminent domain, in either case making it impossible or impracticable to continue operation of the Premises.
- d) Inadequate Insurance. If Agent deems that the liability insurance obtained by Owner per section 15 is not reasonably satisfactory to protect its interest under this Agreement, and if Owner and Agent cannot agree as to adequate insurance, Agent shall have the right to cancel this Agreement upon the service of notice to Owner, which notice shall be effective five (5) days following the service of such notice.

3. Termination Compensation. If Owner terminates the agreement due to the sale of the property, Owner shall pay Agent an additional three (3) months of the minimum management fee (minimum per unit fee as stipulated in Section 18). This amount shall cover Agent's continuing duties once the sale is closed such as final accounting procedures, past resident correspondence and collections, and final reconciliation of property balances with the buyer.

4. **Owner Responsible for Payments.** Upon termination of or withdrawal from this Agreement, Owner shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of Owner and responsibility for payment of all unpaid bills.

If Agent is terminated prior to managing the property for at least 12 months, early termination fees and or liquidated damages may apply to some service agreements (such as property management software). Owner shall be responsible to pay these fees.

5. **Sale of Premises.** In the event that the Premises are sold by Owner to an unrelated party during the period of this Agreement, upon transfer of ownership, this Agreement shall terminate. Owner shall be required to give thirty (30) days notice to Agent prior to the closing of a sale.

Upon closing of the sale to any party, Agent shall maintain a balance in the operating account of at least \$250 per unit for a period of 90 days after the sale date. These funds shall be used to pay all outstanding invoices for goods, services, or amounts due to Agent (fees, payroll, reimbursements, etc) that were accrued during the Owner's period of ownership for the property. Upon closing, if the amount remaining in the operating account is not sufficient to cover the minimum amount specified in this stipulation, Owner agrees to fund the shortfall.

Section 23 INDEMNIFICATION SURVIVES TERMINATION

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require Owner to have insured or to defend, reimburse, or indemnify Agent (including, but not limited to, Sections 5, 14, 15, 16, 17, 18, 19, 20, 21, 23, 25, and 33) shall survive any termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been Owner's Agent, such provisions shall apply as if this Agreement were still in effect.

Section 24 HEADINGS

All headings and subheadings employed within this Agreement and in the accompanying List of Provisions are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Section 25 FORCE MAJEURE

Any delays in the performance of any obligation of Agent under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within the control of Agent, and any time periods required for performance shall be extended accordingly.

Section 26 COMPLETE AGREEMENT

This Agreement, including any specified attachments, constitutes the entire agreement between Owner and Agent with respect to the management and operation of the Premises and supersedes and replaces any and all previous management agreements entered into and/or negotiated between Owner and Agent relating to the Premises covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by Owner and Agent. Except as otherwise provided herein; any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by Owner and Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein.

Section 27 RIGHTS CUMULATIVE; NO WAIVER

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with

respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercised from time to time and as often as may be deemed expedient by those parties.

Section 28 APPLICABLE LAW AND PARTIAL

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of Georgia. If any part of this Agreement shall be declared invalid or unenforceable, such term or part thereof shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement or the application of such term or provision to any other entity or circumstance.

Section 29 NOTICES

Any notices, demands, consents, and reports necessary or provided for under this Agreement shall be in writing and shall be addressed as follows, or at such other address as Owner and Agent individually may specify hereafter in writing:

AGENT:

Provence Real Estate, LLC
Attn: Art Lieb
5901-C Peachtree Dunwoody Road, Suite 505
Atlanta, GA 30328

OWNER:

City of Tupelo
Attn: Don Lewis
71 East Troy Street
Tupelo, MS 38804

Such notice of other communication may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the post office. Such notices, demands, consents, and reports may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or fifth (5th) day after having been deposited in the United States mails as provided herein or such notice when transmitted by telefax to Owner at telefax number or email at Don.Lewis@TupeloMS.gov or to Agent at (678) 826-0900 or such other changed address or telefax number as may be given in writing.

Section 30 AGREEMENT BINDING UPON SUCCESSORS AND ASSIGNS

Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors at law, but neither party shall be entitled to assign its rights hereunder or delegate its duties hereunder unless approved in writing by the other party.

Section 31 AGREEMENT BINDING UPON INDEPENDENT CONTRACTOR

Independent Contractor. This Agreement is a management agreement only and does not grant to Agent any ownership right or interest whatsoever in the Property or any other property of Owner pertaining thereto. In its operation pursuant to this Agreement, Agent is acting as an independent contractor and this Agreement is not intended to and does not constitute or result in a partnership or joint venture of any kind between Owner and Agent with respect to the operation of the Property or any other matter.

Section 32 AGREEMENT BINDING UPON BROKER

Broker. Agent warrants that to the extent required by applicable state law, it has an active brokerage license registered in its name under the laws of the state where the Project is located and is thereby duly authorized to act as a property manager in such state.

Section 33 HAZARDOUS MATERIAL

Owner represents that it has no knowledge of Hazardous Material or conditions at the Project except as Owner has informed Agent in writing and attached to this agreement. Owner shall defend, indemnify, and hold harmless Agent from and against any and all losses, liabilities, damages, injuries, costs, expenses, and claims of any and every kind whatsoever (including, without limitation, court costs and reasonable attorneys' fees) which at any time or from time-to-time may be paid, incurred, or suffered by, or asserted against, Agent for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the Project into or upon any land, the atmosphere, or any water course, body of water or wetland of any Hazardous Material which exists on, under or at the Project at any time during the term of this agreement, and from time-to-time (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the

Owner's Initials _____

Page 15 of 16

Statutes). For purposes of this Agreement, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminate defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous toxic or dangerous waste, substance, or material.

Lead-Based Paint / Asbestos. Should Owner possess any reports at the time of the execution of this agreement (or obtain such reports at a future time during the term of this agreement) specifically regarding the presence of Lead-Based Paint or Asbestos, Owner shall provide such reports to Agent so that the proper disclosures may be included in the tenant lease agreements.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 28th day of December, 2017.

WITNESS Amanda Danic

OWNER SIGNATURE Jason S. Shelton
 BY: Jason Shelton
 TITLE: Mayor

WITNESS _____

OWNER SIGNATURE _____
 BY: _____
 TITLE: _____

WITNESS _____

MANAGER SIGNATURE _____
 Provence Real Estate, LLC
 By: Art Lieb
 TITLE: Managing Partner

Owner's Initials _____

Page 16 of 16

FIRST AMENDMENT TO LAND EXCHANGE AGREEMENT

This First Amendment to the Land Exchange Agreement ("Agreement") effective December 29, 2017, by and between Tommy Morgan, Inc., Realtors Employees Savings and Investment Plan and Annette M. Newborn (collectively referred to hereinafter as "Morgan/Newborn") and the City of Tupelo, Mississippi, a municipal corporation ("City").

WITNESSETH:

WHEREAS, the Morgan/Newborn and the City entered into that certain Land Exchange Agreement with an Effective Date of December 29, 2017 (the "Agreement") for the mutual exchange of that certain real property located at 805 West Jackson Street, City of Tupelo, Lee County, Mississippi and 1600 South Green Street, City of Tupelo, Lee County, Mississippi, and

WHEREAS, an additional consideration for the mutual exchange of said real property by and between the parties to said agreement, was that the City would be permitted to lease that certain real property located at 1600 South Green Street, Tupelo, Mississippi 38801 from Morgan/Newborn for a period of twelve (12) months commencing January 1, 2018 at a monthly rental of \$1,000.00 per month, and

WHEREAS, it is the desire of the City and Morgan/Newborn to amend the aforementioned Land Exchange Agreement as follows:

NOW, THEREFORE, in consideration of the foregoing and the mutual and reciprocal covenants and agreements contained herein and in the Land Exchange Agreement, the parties hereby amend the Agreement and agree as follows:

City and Morgan/Newborn wish to amend the Agreement on the terms and conditions set forth below:

2. THE EXCHANGE TERMS. Morgan/Newborn and the City acknowledge that Parcel 1 and Parcel 2 are of like kind and equal value. Pursuant to Section 1031 of the Internal Revenue Code, Morgan/Newborn will convey Parcel 1 to the City and the City will convey Parcel 2 to Morgan/Newborn at Closing. At Closing, Grantor Party will execute and deliver a general warranty deed conveying marketable title to the Exchange Property to Grantee Party. Morgan/Newborn shall convey Parcel 1 to the City together with any easements or restrictions of record, free and clear of all liens, encumbrances, encroachments and special assessments levied or assessed against the subject real property. The City shall convey Parcel 2 to Morgan/Newborn together with any easements or restrictions of record, but free and clear of all liens, encumbrances, encroachments and special assessments levied or assessed against the subject real property. This exchange is conditioned upon the City and Morgan/Newborn entering into a lease agreement for the rental property located at 1600 South Green Street by the City, whereby Morgan/Newborn will lease said real property to the City for a period of twelve (12) months commencing January 1, 2018 and terminating December 31, 2018 unless further extended in writing by Morgan/Newborn for an additional period and monthly rental to be negotiated by the parties hereto. This

To be Ratified /
2/6/18

to be
1-19-18

exchange is further conditioned upon the simultaneous execution of the Road Dedication and Relocation Agreement between the City and TMC, LLC, attached hereto as Exhibit "A".

2. Morgan/Newborn and the City hereby ratify and reaffirm the Land Exchange Agreement subject to the terms and provisions of this Amendment and declare the Agreement to be in full force and effect and this First Amendment shall relate back to and be considered effective of and from December 29, 2017. Except as specifically set forth in this Amendment, the terms of the Agreement shall not otherwise be deemed to be amended or modified hereby and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF TUPELO, MISSISSIPPI

By: Jason S. Shelton
JASON SHELTON, MAYOR

Date: January 19, 2018

TOMMY MORGAN, INC., REALTORS
EMPLOYEES SAVINGS AND
INVESTMENT PLAN

By: _____
TOMMY M. MORGAN

Its: _____

Date: _____

By: _____
ANNETTE M. NEWBORN

Date: _____

(



Public Works Memo

To: Kim Hanna

From: Chuck Williams

Date: January 10, 2018

Re: Surplus Property

Please add the following surplus items to the January 16, 2018 Council Meeting Agenda –

Asset	Description	Barcode	Serial No.	Unit No.	Tool/Watch	Reason to Surplus
G02577	FT1380 HDY HOSE MACHINE	13431	C145K170C16B	SHOP	922115	No longer need due to not fabricating hydraulic lines
1558	TRIMMER, HEDGE STIHL HS 85-24	11106	265567726	VEH 280	658480	Bad Engine
2178	CHAIN SAW, 18" B/C	12747	271100785	VEH CS4	658632	Gaulded Piston
2174	HEDGE TRIMMER, 24" HS81	12743	269809324	VEH HT3	658630	Bad Engine
1640	BLOWER, BACKPACK BR550	11662	266585502	VEH BPB1	956986	Broken
G06025	TRUCK, 2001 DODGE RAM	10652	1B7HC16Y21S181475	VEH 039	957387	Worn Out, Costly to repair
G03150	97 FORD F250 PICKUP-WHIT	10586	1FTH25H4VEA76758	VEH 041		Worn Out, Costly to repair
2894	LOADER, BOXER COMPACT UTILITY W/BUCKET	14551	2828	VEH 086	658739	Can no longer get repair parts for
1548	WATER TREATMENT SYSTEM WOS SERIES	11670	30000292	SHOP	658540	No outside drain to accommodate, no longer need

The Surplus Auction will be held March 17, 2018.

Thank you –

A handwritten signature in black ink, appearing to read "Chuck Williams", with a stylized flourish at the end.

Chuck Williams

Public Works Director

G02577	FT1380 HDY HOSE MACHINE	13431	C145K170C16B	PUBLIC WORKS	SHOP	061	166	03/01/96	\$ 2,300.00	922115
1558	TRIMMER, HEDGE STHIL HS 85-24	11106	265567726	PUBLIC WORKS	VEH 280	061	69	12/01/05	\$ 305.00	658480
2178	CHAIN SAW, 18" B/C	12747	271100785	PUBLIC WORKS	VEH CS4	061	73	08/17/07	\$ 407.33	658632
2174	HEDGE TRIMMER, 24" HS81	12743	269809324	PUBLIC WORKS	VEH HT3	061	69	06/28/07	\$ 449.95	658630
1640	BLOWER, BACKPACK BR550	11662	266585502	PUBLIC WORKS	VEH BPB1	061	84	08/31/06	\$ 350.00	956986
G06025	TRUCK, 2001 DODGE RAM	10652	1B7HC16Y21S181475	PUBLIC WORKS	VEH 039	061	12	12/29/00	\$ 14,784.00	957387
G03150	97 FORD F250 PICKUP-WHIT	10586	1FTH25H4VEA76758	PUBLIC WORKS - SHOP	VEH 041	061		12/31/96	\$ 18,575.00	
2894	LOADER, BOXER COMPACT UTILITY W/BUCKET	14551	2828	PUBLIC WORKS	VEH 086	061		11/03/08	\$ 22,292.00	TW658739
1548	WATER TREATMENT SYSTEM WOS SERIES	11670	30000292	PUBLIC WORKS	SHOP	061	202	12/29/05	\$ 9,863.66	658540

ORDINANCE

ORDINANCE ESTABLISHING POLICY FOR THE DISPLAY OF
STATE FLAG AT MUNICIPAL FACILITIES AND GROUNDS

WHEREAS, Miss Code Anno. §3-3-16 (1972 as amended), effective February 7, 2001 provides for the design of the state flag of Mississippi; and

WHEREAS, the Mississippi Legislature enacted the design statute in response to the approval of the voters of the state in a non-binding referendum; and

WHEREAS, Miss Code Anno. §3-3-15 (1972 as amended) allows the state flag to be displayed from all public buildings and dictates the times and manner of display, including, "The state flag shall receive all of the respect and ceremonial etiquette given the American Flag;" and

WHEREAS, Article 4 §88 of the Constitution of the State of Mississippi solely empowers the legislature to pass general laws "under which cities and town may be chartered and their charters amended;" that is, all municipalities are creatures of the legislature, and all powers of municipalities flow therefrom; and

WHEREAS, the Office of the Attorney General of the State of Mississippi has opined that the display by municipalities of the state flag under current statute is discretionary; and

WHEREAS, the City of Tupelo does not have a current policy regarding the display of the state flag, the same having been enacted as an order under the preceding city council and not binding the successor council; and

WHEREAS, the City of Tupelo carries out its functions under the Mayor-Council form of government, wherein the City Council exercises the legislative function of setting policy.

NOW, THEREFORE, IT IS ORDAINED by the City of Tupelo City Council that Chapter 24 of the Code of Ordinances of the City of Tupelo be amended by adding Article VIII,

DISPLAY OF STATE FLAG AT MUNICIPAL FACILITIES AND GROUNDS,

comprised of the following sections:

SECTION 24-216: The current state flag of Mississippi shall be displayed only at the following municipal facilities or grounds where it is displayed as of January 16, 2018: City Hall, City Council Chambers, Veteran's Park, Ballard Park.

SECTION 24-217: The flag of the United States of America shall be displayed at all municipal facilities or grounds where the municipal facility or grounds displays flags as of January 16, 2018.

SECTION 24-218: In the event the design of the state flag of Mississippi is changed by an enactment of the Mississippi Legislature, any new flag shall be flown in accordance with this policy.

SECTION 24-219: In the event the design of the state flag of Mississippi is changed by an enactment of the Mississippi Legislature, the current state flag of Mississippi will be allowed to be displayed at municipal facilities where it can be displayed in its historical context with other historical flags of the United States of America, the State of Mississippi, the City of Tupelo and the Northeast Mississippi region.

SECTION 24-220 to 24-225. Reserved.

The foregoing ordinance was proposed in a motion by Councilmember

Mike Bryan, seconded by Councilmember Buddy Palmer, and

was brought to a vote as follows:

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


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Councilmember M. Bryan voted
Councilmember Jennings voted

AYE
NAY

Whereupon, the Ordinance having received a majority of affirmative votes, the President of the Council declared that the Ordinance had passed and adopted on this the 18th day of January, 2018.

CITY OF TUPELO, MISSISSIPPI



MARKEL WHITTINGTON, Council
President

ATTEST:



Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

