

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
FEBRUARY 6, 2018

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall Building on Tuesday, February 6, 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.

Community Outreach Coordinator Marcus Garry gave the invocation followed by the Pledge of Allegiance led by Girl Scout Troop #20130.

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 THE AGENDA AND AGENDA ORDER

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

PROCLAMATIONS, RECOGNITIONS, AND REPORTS AGENDA

IN THE MATTER OF RECOGNITION OF BOY/GIRL SCOUTS

Mayor Jason Shelton introduced members of Girl Scout Troop #20130. Scouts present included Nylah Cunningham, Maesyn Daniel, Raleigh Doss, Piersyn Gambrel, Harmoni Hadley, Jamela Hood, Shaylyne Martin, Carrington McMillan, Treasure Miyongo, Diamond Sharpe, Breanna Shelly, Aubri Washington along with Troop Leader Anita Ambrose. They had earlier led the Pledge of Allegiance.

IN THE MATTER OF RECOGNITION OF CITY EMPLOYEES

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

IN THE MATTER OF RECOGNITION OF MAJOR THOROUGHFARE COMMITTEE MEMBERS HUDSON BRYAN, KEN BURTON, AND KAY TRAPP

Accompanied by Councilman Lynn Bryan, and Major Thoroughfare Committee Chairman Greg Pirkle, Mayor Shelton recognized the following individuals and presented them with a Plaque of Appreciation for their service to the City of Tupelo:

Hudson Bryan- 15 years dedicated service to the Major Thoroughfare Committee

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Kay Trapp- 22 years of dedicated service to the Major Thoroughfare Committee
Ken Burton- 15 years of dedicated service to the Major Thoroughfare Committee

M.T.P. Chairman Greg Pirkle thanked the Committee Members for their steadfast and dedicated work and lobbying over the years to ensure the success of the Major Thoroughfare Program.

IN THE MATTER OF PUBLIC RECOGNITIONS

The City Council Members made the following recognitions:

Councilman Jennings recognized and welcomed both his hometown friend, Ms. Gwen Pratt and his Pastor Theodore Roach, Tupelo Church of the Living God. He thanked them for attending the meeting.

Councilman Palmer recognized and welcomed Danny Riley and explained that Mr. Riley is a member of the Major Thoroughfare Committee. He thanked Mr. Riley along with all the other committee members for their attendance and service to the community.

Councilman Beard welcomed Chris Vanhorn, Tammy Doss, and Terry Stewart to the council meeting. He explained that these individuals are members of the Hill Place Neighborhood Committee.

Councilwoman Davis announced that the Alcorn State National Alumni Association would hold their mid-winter conference in Tupelo on February 22 – 25, 2018. Purple and Gold will be displayed in various locations throughout the city. A parade will take place on February 24, 2018 with the Alcorn State Band, Dyn-o-Mite, participating and performing during the parade. The parade will take place in Downtown Tupelo at 12:00 p.m. This will be the first time a “SWAC” band has visited and performed in Tupelo since the Mississippi Valley Band performed at Tupelo High School. Councilwoman Davis invited everyone to come out and enjoy this event.

Councilwoman Davis reminded that February is “Black History Month” she recognized all the African American leaders and trailblazers within our community. Councilwoman Davis mentioned that many related activities would take place during this month. She encouraged everyone to attend some of these events.

Councilman Lynn Bryan emphasized the importance of the Major Thoroughfare Committee. He explained that all arterial roads in Tupelo, representing \$120 million dollars in locally-funded infrastructure are due to this committee. This committee is responsible for generating local support, lobbying for state and federal grants and loans and obtaining donations of rights-of-way to maximize the impact of the program. The Major Thoroughfare Program is

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the envy of the state.

Councilwoman Davis gave accolades to Ms. Kay Trapp for her many years of service to the Major Thoroughfare Program citing that Ms. Trapp has served the committee for as long as she has served on the Tupelo City Council. She congratulated Ms. Trapp and thanked her for faithful and dedicated service.

IN THE MATTER OF THE MAYOR'S REPORT

Mayor Jason Shelton congratulated Josephina Rayburn on being named Citizen of the Year during the 2018 Charity Ball sponsored by the Junior Auxiliary.

Mayor Shelton reminded that the State of the City will take place Thursday, February 8, 2018 at 3:00 p.m. The event will take place at the Bancorpsouth Conference Center.

(CLOSE REGULAR MEETING AND OPEN THE PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

**IN THE MATTER CONCERNING A PUBLIC HEARING REGARDING THE
PLANNING COMMITTEE'S REQUEST TO REZONE PARCEL NUMBER 087S-26-035-
08, LOCATED ON EASON BOULEVARD**

No one appeared to discuss this matter.

CITIZEN HEARINGS

No items appeared for consideration.

(CLOSE THE PUBLIC AGENDA AND OPEN THE REGULAR SESSION)

ACTION AGENDA

**IN THE MATTER OF REVIEW, ADOPT, REJECT AMENDMENT TO THE
ORDINANCE TO REZONE PARCEL NUMBER 087S-26-035-08, LOCATED ON
EASON BOULEVARD (ITEM MOVED UP JANUARY 18, 2018)**

The Planning Committee approved a request to rezone parcel number 087S-26-035-08 located on Eason Boulevard, from Agricultural/Open Space to Mixed Use Employment during

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their January 8, 2018 meeting. A public hearing for this item was held earlier in the meeting.

Councilman Beard moved, seconded by Councilman L. Bryan, to adopt the Ordinance amending the Tupelo Zoning Map, rezoning RZ18-01. The will allow this parcel to be used for commercial development. The vote was unanimous in favor. An executed copy of this ordinance is attached to these minutes and incorporated herein as **APPENDIX A.**

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

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

Per legal advice, Councilman M. Bryan moved, seconded by Councilman Jennings to delete this item from the agenda. The vote was unanimous in favor.

ROUTINE AGENDA

IN THE MATTER OF REVIEW, APPROVE, REJECT MINUTES OF THE JANUARY 18, 2017 REGULAR COUNCIL MEETING

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

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

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

IN THE MATTER OF REVIEW, PAY BILLS

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

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Councilwoman Davis moved, seconded by Councilman Beard, to approve the payment of the checks, bills, and claims. The vote was unanimous in favor.

CHECK NUMBERS 343005-343454
ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF THE DOCKET
INVOICES AS SHOWN ON THE FACE OF THE DOCKET

IN THE MATTER OF REVIEW, APPROVE, RATIFY, REJECT CONTINUING DISCLOSURE ENGAGEMENT LETTER AGREEMENT AND EXHIBIT "A" WITH BUTLER SNOW, LLP

Councilman Palmer moved, seconded by Councilman Jennings, to approve the City of Tupelo Mississippi 2018 Continuation Disclosure Submission with Butler/Snow, LLP, confirming the engagement of that firm as dissemination agent in connection with its annual continuing disclosure undertaking. Pursuant to Securities and Exchange Commission Rule 15c2-12, as amended, the City is required to provide on an annual basis certain financial information and operating data to the Municipal Services Rulemaking Board. The vote was unanimous in favor. A copy of this document is attached hereto as **APPENDIX C.**

IN THE MATTER OF REVIEW, ACCEPT, REJECT MINUTES OF THE DECEMBER 18, 2017 TUPELO COLISEUM COMMISSION MEETING

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

IN THE MATTER OF REVIEW, ACCEPT, REJECT APPOINTMENTS TO THE MAJOR THOROUGHFARE OVERSIGHT COMMITTEE

Mayor Shelton submitted a recommendation to make the following appointments to the Major Thoroughfare Oversight Committee:

Scott Davis	At Large
Charlotte Loden	At Large

Councilman Beard moved, seconded by Councilman M. Bryan, to accept the nominations as submitted. The vote was unanimous in favor. Their resumes are attached as **APPENDIX E.**

IN THE MATTER OF REVIEW, ACCEPT; REJECT THE RE-APPOINTMENT OF DR. LOUIS BRITTON TO SERVE ON THE CONVENTION AND VISITORS BOARD.

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Mayor Shelton submitted a recommendation to reappoint Dr. Britton to the Convention and Visitors Board. For the purpose of the minutes, Mayor Shelton asked that, although there is no requirement, it should be noted that Dr. Britton is the sole African American minority serving on this board. Councilwoman Davis moved, seconded by Councilman Jennings, to accept this reappointment as submitted. The vote was unanimous in favor.

IN THE MATTER OF REVIEW, ACCEPT, REJECT REQUEST FROM HILL PLACE RESIDENTS TO BE RECOGNIZED AS A NEIGHBORHOOD ASSOCIATION

Councilman Beard moved, seconded by Councilman M. Bryan, to accept this request, and recognize Hill Place Neighborhood Association. The vote was unanimous in favor. A copy of the letter of request and map of the proposed neighborhood are attached as **APPENDIX F.**

IN THE MATTER OF REVIEW, AWARD, REJECT BID 1498PW FOR THE SALE OF A KUBOTA TRACTOR SERIAL NUMBER 51012

Councilman Beard moved, seconded by Councilman Palmer, to award the following bid:

1498PW SALE OF KUBOTA TRACTOR SERIAL NUMBER 51012
TUPELO PUBLIC WORKS DEPARTMENT
BID PRICE: \$42,000.00

Four bidders responded. Public Works recommended that Chickasaw Equipment be awarded as the highest and best bid for this tractor. The vote was unanimous in favor. A copy of the bid packet is attached to these minutes as **APPENDIX G.**

IN THE MATTER OF REVIEW, AWARD, REJECT BID 1499PW FOR THE SALE OF A KUBOTA TRACTOR SERIAL NUMBER 50523

Councilman Beard moved, seconded by Councilman Palmer, to award the following bid:

1499PW SALE OF KUBOTA TRACTOR SERIAL NUMBER 50523
TUPELO PUBLIC WORKS DEPARTMENT
BID PRICE: \$42,000.00

Four bidders responded. Public Works recommended that Chickasaw Equipment be awarded as the highest and best bid for this tractor. The vote was unanimous in favor. A copy of the bid packet is attached to these minutes as **APPENDIX H.**

IN THE MATTER OF REVIEW, APPROVE, REJECT MAJOR JACKIE CLAYTON'S CONTINENTAL TRAVEL TO ATTEND THE 2018 FBINAA NATIONAL TRAINING

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CONFERENCE IN QUEBEC, CANADA AND APPROVE, REJECT A DAILY PER DIEM RATE OF \$132.00 FOR THIS CONFERENCE.

Councilwoman Davis moved, seconded by Councilman Jennings, to approve Major Clayton's request for travel and daily per diem rate of \$132.00. The vote was unanimous in favor. A copy of this request and travel itinerary are attached to these minutes as **APPENDIX I**.

IN THE MATTER OF REVIEW, APPROVE, REJECT TUPELO POLICE DEPARTMENT'S REQUEST TO AUTHORIZE A CHANGE ORDER TO INSTALL A GSA CLASS 5 RATED VAULT DOOR FOR THE NARCOTICS EVIDENCE VAULT

Councilman Jennings moved to table this item to allow additional time to investigate the matter, but the motion died for lack of a second.

Finding this change order to be necessary for the project, made in a commercially reasonable manner and not made to circumvent the public purchasing statutes, Councilwoman Davis moved, seconded by Councilman Beard, to approve this change order as requested. The vote was unanimous in favor. A copy of the change order is attached to these minutes as **APPENDIX J**.

IN THE MATTER OF REVIEW, APPROVE, REJECT REQUEST TO ALLOW OFFICERS TO WEAR UNIFORMS AND TO HAVE PROPER CITY ISSUED EQUIPMENT TO HELP WITH SECURITY AND DETERRENT AT THE BANCORPSOUTH ARENA

Police Chief Bart Aguirre submitted a request pursuant to Miss. Code Anno. 17-25-11 (1972 as amended) and local policy to allow all Tupelo Police Officers to wear their uniform and have proper city issued equipment for help with security and deterrent at the Bancorpsouth Arena. A list of officers was provided. The Bancorpsouth Arena will provide liability insurance and the compensation for the officers' detail. Councilman Beard moved, seconded by Councilman Palmer, to approve this request as submitted. The vote was unanimous in favor. A copy of this letter of request and list of officers are attached to these minutes as **APPENDIX K**.

IN THE MATTER OR REVIEW, APPROVE, REJECT REQUEST TO SURPLUS SERGEANT LEE MILLER'S DUTY WEAPON (GLOCK MODEL 17M 9 mm) SERIAL NUMBER TEB-912 FOR \$1.00 TO BE TURNED OVER TO HIM FOR HIS RETIREMENT FROM THE CITY OF TUPELO POLICE DEPARTMENT

Pursuant to Miss. Code Anno. § 17-25-31 and §45-9-131 (1972 as amended), Police Chief Bart Aguirre submitted a request to Surplus Sgt. Lee Miller's 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. Councilman M. Bryan moved, seconded by Councilman Palmer, to approve this

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request. The vote was unanimous in favor. A copy of this letter is attached to these minutes as **APPENDIX L.**

IN THE MATTER OF REVIEW, APPROVE, REJECT TUPELO POLICE DEPARTMENT'S LIST OF ITEMS TO BE DECLARED SURPLUS TO SELL AT AUCTION

Police Chief Bart Aguirre 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 Police Department determined the listed items to be surplus to the department and requested that they be sold at auction. Councilman Jennings moved, seconded by Councilman Beard, to approve Chief Aguirre's request. The vote was unanimous in favor. A copy of the Police Department's surplus list is attached to these minutes as **APPENDIX M.**

IN THE MATTER OF REVIEW, APPROVE, REJECT TUPELO PARKS AND RECREATION DEPARTMENT'S LIST OF ITEMS TO BE DECLARED SURPLUS TO SELL AT AUCTION

Parks and Recreation Director Alex Farned 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 Parks and Recreation Department determined the listed items to be surplus to the department and requested that they be sold at auction or scrapped. Councilwoman Davis moved, seconded by Councilman Palmer, to approve Mr. Farned's request. The vote was unanimous in favor. A copy of the Parks and Recreation Department's surplus list is attached to these minutes as **APPENDIX N.**

IN THE MATTER OF REVIEW, APPROVE, REJECT TUPELO WATER AND LIGHT DEPARTMENT'S LIST OF ITEMS TO BE DECLARED SURPLUS TO SELL AT AUCTION

Water and Light Department Manager, Johnny Timmons 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 Water and Light Department determined the listed items to be surplus to the department and requested that they be sold at auction. Councilman Beard moved, seconded by Councilman Palmer, to approve Mr. Timmons's request. The vote was unanimous in favor. A copy of the Water and Light Department's surplus list is attached to these minutes as **APPENDIX O.**

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IN THE MATTER OF REVIEW, APPROVE, REJECT THE TRANSFER OF WATER AND LIGHT COLLECTIONS TO THE BAD DEBT FILE

Councilman L. Bryan moved, seconded by Councilman Palmer, to approve the write-off of uncollectable accounts of the Tupelo Water and Light Department Collections accounts be retired to the bad debt file. The total amount of bad debt was \$42,988.73, representing a loss of .00105% for the period July 2016 through December 2016. Efforts will continue to be made to collect these accounts

even though they have been transferred. The vote was unanimous in favor to approve this transfer. A copy of this report being attached hereto as **APPENDIX P.**

IN THE MATTER OF REVIEW, RATIFY, REJECT PUBLIC RELATIONS CONTRACT BETWEEN THE CONVENTION AND VISITORS BUREAU AND THE TURNER COMPANY

The council having originally approved this contract on December 19, 2017, Councilman M. Bryan moved, seconded by Councilwoman Davis, to ratify this contract. The vote was unanimous in favor. A copy of this executed document is attached hereto as **APPENDIX Q.**

IN THE MATTER OF REVIEW, RATIFY, REJECT THE FIRST AMENDMENT TO THE LAND EXCHANGE AGREEMENT BETWEEN THE CITY OF TUPELO AND TOMMY MORGAN, REALTORS, INC. EMPLOYEE SAVINGS AND INVESTMENT PLAN DATED DECEMBER 29, 2017

The council having originally approved the Land Exchange Agreement on January 18, 2018, Councilman L. Bryan moved, seconded by Councilman Beard, to ratify this agreement. The vote was unanimous in favor. A copy of this executed document is attached hereto as **APPENDIX R.**

IN THE MATTER OF REVIEW, RATIFY, REJECT REAL ESTATE OPTION AGREEMENT BETWEEN THE CITY OF TUPELO AND HANCOCK ESTATES, LLC

The council having originally approved this Real Estate Option Agreement on January 4, 2018, Councilman L. Bryan moved, seconded by Councilwoman Davis, to ratify this agreement. The vote was unanimous in favor. A copy of this agreement is attached hereto as **APPENDIX S.**

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IN THE MATTER OF REVIEW, RATIFY, REJECT REAL ESTATE OPTION AGREEMENT BETWEEN THE CITY OF TUPELO AND BRITTON JONES

The council having originally approved the Real Estate Option Agreement on January 4, 2018, Councilman Palmer moved, seconded by Councilman Beard, to ratify this agreement. The vote was unanimous in favor. A copy of this agreement is attached hereto as **APPENDIX T**.

STUDY AGENDA

IN THE MATTER OF REVIEW, DISCUSS ORDINANCE AMENDING SECTION 7-14 OF THE TUPELO CODE OF ORDINANCES REGARDING THE LICENSE COMMISSION

Councilwoman Davis moved, seconded by Councilman Jennings, to move this item up to the February 20, 2018 Action Agenda. The vote was unanimous in favor.

IN THE MATTER OF REVIEW, DISCUSS RESPONSE TO THE PUBLIC TRANSIT REQUEST FOR PROPOSALS FROM CLIMB UP, INC.

Councilman Jennings moved, seconded by Councilwoman Davis, to move this item up to the February 20, 2018 Action Agenda. The vote was unanimous in favor.

EXECUTIVE SESSION

IN THE MATTER OF DETERMINING THE NEED FOR EXECUTIVE SESSION

Councilman Jennings moved, seconded by Councilman Beard, to close the regular session to determine the need for executive session. The vote was unanimous in favor. City Attorney Ben Logan advised that the following item met the need for Executive Session.

- (A) MISS CODE §25-41-7 (4)(g): TRANSACTION OF BUSINESS AND DISCUSSION REGARDING THE PROSPECTIVE PURCHASE, SALE OR LEASING OF LANDS

IN THE MATTER OF EXECUTIVE SESSION

Councilman Palmer moved, seconded by Councilman Jennings, to close the open session go into executive session to discuss the foregoing matter. The vote was unanimous in favor.

Councilman Palmer moved, seconded by Councilman L. Bryan, to come out of executive session and return to the regular meeting. The vote was unanimous in favor.

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IN THE MATTER OF EXECUTIVE SESSION DECISION

As result of the discussion in executive session, pursuant to Miss. Code Anno. §43-37-3 (1) (b) (1972 as amended); 49 CRF 24.102 subsection 2; City of Tupelo Real Property Acquisition Policy; and finding that the anticipated value of the proposal acquisition is estimated at \$10,000 or less based on the information of a real estate agent or statements of an appraiser which do not amount to an appraisal, Councilman L. Bryan moved, seconded by Councilman M.

Bryan, to authorize the Mayor or his designee to negotiate the purchase of two properties in the amount not to exceed ten-thousand dollars (\$10,000.00) per property and to accept the donation of rights of way easement located on Browning Drive from the Frerer family to complete this project. The vote was unanimous in favor. Documents related to this project are attached to these minutes as **APPENDIX U.**

IN THE MATTER OF ADJOURNMENT

With no further business to come before the City Council, Councilman Palmer moved, seconded by Councilman M. Bryan, to adjourn the meeting at 7:35 p.m.

ATTEST:

Amanda Daniel
CLERK OF THE COUNCIL

[Signature]
PRESIDENT

[Signature]
MAYOR
DATE: February 21, 2018

MEMO

TO: Mayor, City Council members
FROM: Shane Hooper
DATE: January 31, 2018
RE: Action agenda item: Ordinance amending the City of
Tupelo Zoning Map, Rezoning RZ18-01

The Planning Committee approved a request to rezone parcel number 087S-26-035-08, located on Eason Boulevard, from Agriculture/Open Space to Mixed Use Employment at their January 8 meeting. A public hearing has been held for on this item. The ordinance amending the zoning map is attached.

**ORDINANCE REZONING PROPERTY AND AMENDING THE OFFICIAL ZONING
MAP OF THE CITY OF TUPELO, MISSISSIPPI**

Case No. RZ18-01

Parcel #: 087S-26-035-08

WHEREAS, a request was filed with the Department of Planning and Community Development to change the zoning on certain pieces of property; and,

WHEREAS, the request was reviewed by the Tupelo Planning Committee which reviewed and considered information regarding the rezoning and conducted a public hearing with notice sent to the surrounding property owners, at the Planning Committee's regularly scheduled meeting on January 8, 2018. The Planning Committee recommended approval of the proposed zoning change; and,

WHEREAS, the Tupelo City Council conducted a public hearing, with notice published in the Northeast Mississippi Daily Journal, at its regularly scheduled meeting on Tuesday, February 6, 2018, to review and consider recommendations proposed by the Tupelo Planning Committee concerning the proposed zoning change at which time no sufficient protest was received; and,

WHEREAS, the City Council finds and determines that pursuant to the authority granted under Miss. Code Anno. Sec. 17-1-3 (1972 as amended), it is necessary to protect the public

health, safety, morals and general welfare to amend the current Development Code, and the provisions below are to correct a mistake in the original zoning, are consistent with the Comprehensive Plan of the City of Tupelo, are enacted pursuant to the procedures set forth in the Development Code of the City of Tupelo, and are necessary, fair and reasonable.

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

1. The prefatory sentences, as findings of the City Council are hereby incorporated herein.

2. The portions of the following described property which are currently zoned A-O, Agriculture and Open Space, are hereby amended to be zoned MUE, Mixed Use Employment:

Commencing at the Northeast Corner of the Southwest Quarter of Section 26, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi, and run thence West for a distance of 366.40 feet to the center of an existing creek and a POINT OF BEGINNING; thence continue West for a distance of 433.60 feet to an iron pin located on the eastern boundary of North Eason Blvd. (Auburn Road); thence run South 21 degrees 42 minutes 00 seconds West along the eastern boundary of said road for a distance of 765.00 feet to an iron pin; thence, leaving the eastern boundary of said road, run South 72 degrees 18 minutes 00 seconds East for a distance of 235.00 feet to an iron pin; thence run South 21 degrees 42 minutes 00 seconds West for a distance of 225.00 feet to an iron pin; thence run South 72 degrees 18 minutes 00 seconds East for a distance of 60.00 feet to an iron pin; thence run South 76 degrees 06 minutes 00 seconds East for a

distance of 75.10 feet to an iron pin; thence run South 31 degrees 09 minutes 00 seconds East for a distance of 146.12 feet to an iron pin; thence run North 52 degrees 14 minutes 00 seconds East for a distance of 751.73 feet to the center of an existing creek; thence run North 07 degrees 37 minutes 32 seconds West along the center of said creek for a distance of 346.01 feet; thence continue along the center of said creek North 27 degrees 01 minute 55 seconds West for a distance of 392.11 feet to the Point of Beginning. All lying and being in the Northwest Quarter of Section 26, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi, and containing 16.06 acres.

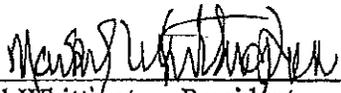
3. The official Zoning Map shall be amended to reflect this change. The City Clerk shall cause this amendatory ordinance to be published according to law.

The foregoing Ordinance was proposed in a motion by Councilman Travis Beard, seconded by Councilman Lynn Bryan, and was brought to a vote as follows:

AYE Councilman Markel Whittington
AYE Councilman Lynn Bryan
AYE Councilman Travis Beard
AYE Councilman Nettie Davis
AYE Councilman Buddy Palmer
AYE Councilman Mike Bryan
AYE Councilman Willie Jennings

Whereupon, the ordinance having received a majority of affirmative votes, the President of the Council declared that the Ordinance had been passed and adopted on this the 6th day of February, 2018.

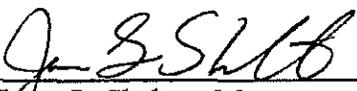
CITY OF TUPELO, MISSISSIPPI

BY: 
Markel Whittington, President

ATTEST:


AMANDA DANIEL, Clerk of the Council

APPROVED:


Jason L. Shelton, Mayor

DATE: February 6, 2018

Finance Department

Approved
2/6/18 (AD)

To: Mayor & City Council
From: Kim Hanna
Date: February 6, 2018
Re: Review/Approve/Reject Advertising and Promotion Expense

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

Lee County Courier – ¼ page 'State of the City'	\$300.00
Daily Journal – ¼ page 'State of the City'	
Jan 31 and Feb 4	\$760.00
Lee County Courier – TWL – Lighting & Water heater	\$375.00
Daily Journal – Church Sponsor – TWL	\$ 32.50
Daily Journal – Journal of Homes – TWL	\$200.00

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

BUTLER | SNOW

January 29, 2018

VIA E-MAIL AT KIM.HANNA@TUPELOMS.GOV

City of Tupelo, Mississippi
Attn: Kim Hanna, Chief Financial Officer
P.O. Box 1485
Tupelo, Mississippi 38804-1485

RE: City of Tupelo, Mississippi Fiscal Year 2017 Continuing Disclosure

Dear Kim:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to The City of Tupelo, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing for fiscal year ended September 30, 2017.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the Annual Filing for fiscal year 2017 to be filed on or before March 29, 2018.

SCOPE OF ENGAGEMENT

As Dissemination Agent we will examine the City's continuing disclosure responsibility, consult with parties to the City; compile the Annual Filing (with the assistance of the City) and file an Annual Filing for and on behalf of the City. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.

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 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 Dissemination Agent 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 and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions, litigation, or other matters with the City. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the filing of the Annual Filing so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance filing of the Annual Filing. The City's local counsel is hereby authorized to discuss and/or review with Butler Snow any such matters described in this paragraph (including any form of potential conflict waiver, if applicable). Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEE STRUCTURE

Based upon: (i) our current understanding of the terms, structure, size and schedule of the Annual Filing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the Annual Filing, and (iv) the responsibilities we assume, our fee for this engagement will be \$3,000.00. Such fee may vary: (i) if material changes in the structure of the financing occur or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the City, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

PUBLICITY CONCERNING THIS MATTER

Often projects and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not

limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the 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 (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as **Exhibit A**. Please retain a copy of the original engagement letter and material event notice certification for your files.

We look forward to working with you again on your Annual Filing.

BUTLER SNOW LLP

Elizabeth Lambert Clark

By: _____
Elizabeth Lambert Clark

Accepted and Approved:

THE CITY OF TUPELO, MISSISSIPPI

BY: *J. S. Smith*

Mayor

Dated: February 7, 2018

cc: Ben Logan, Esq., City Attorney (Via email: ben.logan@tupeloms.gov)

EXHIBIT A

Event Notice

The City certifies that none of the event notices have occurred with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property, if any, securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;
- (13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____

Mayor

Dated: _____

February 7, 2018

40177965.v1

Accepted
2/6/18 (AP)



BancorpSouth Arena & Conference Center

Minutes of the Tupelo Coliseum Commission Monthly Meeting on Monday, December 18, 2017.

Tupelo Coliseum Commission members in attendance: Moe Livingston, Jason Hayden, Al Wallace, Will Beasley, Yvette Crump, Stan McIntosh and Scott Reed.

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

City of Tupelo: Kim Hanna

Tupelo City Council: Buddy Palmer

Daily Journal:

Call to Order – Chairman Scott Reed called the monthly meeting of the Tupelo Coliseum Commission to order on Monday, December 18, 2017 at 3PM. He thanked everyone for being here and giving their service and time to this building and this community.

Approval of Minutes – Chairman Reed asked for the approval of the November minutes. Moe Livingston made a motion to approve the minutes. Al Wallace seconded that motion. Chairman Reed asked for any questions concerning the minutes. After no questions or discussion concerning the previous minutes, the motion was carried and the minutes were unanimously approved.

Financial Report – Kim Hanna, Chief Financial Officer, reported on finances through November 30, 2017. She reported that we have Total Assets of \$1,447,280.75, with a Current Year Over Expense of \$211,920.33. Our Total Fund Balance is \$968,950.34. Our Total Revenues for November were \$394,512.96. Everything is in line with where we were this time last year. She added that the city council recently awarded the bid for the City's depository to Trustmark National Bank at a rate of 1.35%, up substantially from the .18% we currently earn. Director Hunt added that over the last ten years, our average revenue over expense for November was \$159,000.

Director's Report - Director Hunt asked Kevan Kirkpatrick for an update. Kirkpatrick reported that he received an email from a patron who attended Disney on Ice. This patron had a bad experience with one of our volunteer ushers. The email was thankful for

our security staff for the hospitality they showed his family in resolving the issue. He said that our security response was unexpected and an excellent example of good customer service. Jason Hayden added that he saw a comment on Facebook from someone who had a similar positive experience with our staff. Kirkpatrick added that many of our staff have been with us for many years and do a fantastic job.

Travel Report - Director Hunt reported that he attended a concert at Philips Arena in Atlanta, which is currently undergoing a \$180,000,000 renovation. Arena patrons are demanding more hospitality areas and gathering spaces, as amenities are now crucial to the overall event experience. While in Atlanta he also toured the newly-constructed Mercedes-Benz Stadium, which contains many different hospitality areas. Hunt stated that these gathering spaces are what the arena lacks and what he hopes to create with our proposed expansion.

Attendance Report/Past Events – 72,357 people have attended events so far this fiscal year. This is slightly ahead of our ten year average of 64,000.

- Public Ice Skating started Thanksgiving weekend. Attendance is in line with last year. When the weather is bad we have big crowds; when the weather is nice we do not draw as many people.
- Disney on Ice “Frozen” was here December 8th – December 10th. This show broke our previous Disney on Ice attendance record by almost 5,000 people and the gross of \$560,000 shattered the previous gross sales mark by \$145,000. We had just under 30,000 people over the course of seven shows. Everything went extremely well. Hayden added that many of the cast and crew visited Café 212 and were very nice.

Upcoming Events

- Public Ice Skating will take place every weekend between now and January 21 in addition to every day school is out except Christmas Eve, Christmas Day and New Year Day. Hours are 1:00 PM – 6:00 PM each day, with extended hours this Friday and Saturday from 1:00 PM – 9:00 PM.
- MSU will play UAB in hockey on Friday, January 5th and on Saturday, January 6th.
- Friday, January 12th and on Saturday, January 13th MSU will play LSU in hockey.
- We will host Styx in concert on January 18th. We expect attendance around 1,500.
- We will be hosting the NE MS rodeo on January 26th and January 27th.

Stan McIntosh asked how to bring a show to the building. Director Hunt explained anyone can rent the building for a show by contacting the administrative office. Chairman Reed added that as a public facility we are required by law to rent the facility to anyone as long as their event is legal. In the 1990s most of our events were rentals where the venue did not assume any financial risk. These days we are

at risk on almost every show. As our mission is to make money for the city and not necessarily the facility, we view an event with an economic impact of \$250,000 and a financial loss of \$25,000 as a success. But if we continue to lose each time we have a show the City would shut us down.

Councilman Palmer added that the arena and conference center is like the Aquatics Center; it doesn't necessarily make money internally but it makes tons of money for the City.

Old Business – Expansion update – Director Hunt reported that after many meetings with Mayor Shelton, Don Lewis, Kim Hanna, and Neal McCoy we think that we have come up with a budget number of \$14,000,000 for the project. He will present the plan to the CVB board on January 8th. The next step will be a work session with the city council on January 23rd. Director Hunt shared a powerpoint presentation with the Commission that included highlights of our CSL consultant report on expansion. The plan calls for an additional 15,000 square feet of meeting space, a connector between the new space and the arena, and 3,000 square feet of hospitality space that can be used by both facilities. Also included will be renovation of the current conference center, appropriate furnishings, fixtures, and equipment, and hopefully a new catering space in the arena backstage area.

Councilman Palmer asked if this expansion give us the ability to host conventions like MML. Director Hunt said that he did not know what the exact attendance of MML was but this would allow us to host larger events that currently skip Tupelo. Even with the expansion we will not have the total square footage or the number of hotel rooms that Biloxi has. An expanded conference center will allow us to pursue larger conferences and secure our place as the destination for statewide meetings that currently rotate between south MS, central MS, and north MS.

Al Wallace asked if the expansion included any upgrades for the arena. Hunt stated that the only arena improvement would be the addition of the VIP hospitality space connecting the arena and conference center and the artist catering room backstage. He added that we will continue to undertake smaller capital projects from our existing revenues.

Chairman Reed said that we refinanced the arena bonds in the mid 2000's, we were able to create a fund to pay for ongoing improvements to the arena. This has been essential as venues that aren't able to reinvest in their facilities quickly slide into disrepair.

Kim Hanna added that if we do not expand the conference center, we will be facing a substantial cost to renovate the facility in the near future.

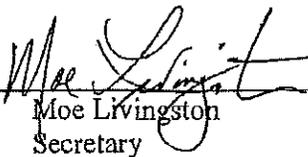
New Business – HVAC bid - Director Hunt told the Commission that three companies submitted bids on our HVAC Controls project: Terry Service, Inc. at a base bid of \$315,989, WME Applied Systems, LLC at a base bid of \$347,355, and

Johnson Controls, Inc. at a base bid of \$413,115. Additionally, each bidder submitted unit pricing to replace various motors throughout our HVAC system. This was done as we will not know how many motors need to be replaced until we bring the system under control. Motor costs from Terry Service are as follows: 75 HP/\$7,058, 50HP/\$6,116, 40HP/\$5,835, 30HP/\$5,085, 20HP/\$4,929, 15HP/\$3,848, 10HP/\$2,444, 3HP/\$1,316, 1.5HP/\$1,260, 1HP/\$1,233. We anticipate an additional \$30,000 in motor costs but that number could reach \$100,000 if every motor in the system is replaced. Per letter distributed to the Commission, our consulting engineer on the project recommends we accept the low bid from Terry Service, Inc. This is the same company who installed controls on all city buildings as well as the city schools. Will Beasley motioned to accept the bid from Terry Service and to allow Director Hunt to move forward with a contract. Stan McIntosh seconded the motion. The motion was unanimously approved.

Beverage Approval – Chairman Reed asked for the approval of beverages for MSU hockey, Styx and NE MS Rodeo. Al Wallace made a motion to approve beverages for MSU Hockey, Styx, and the NE MS Rodeo. Will Beasley seconded that motion. Chairman Reed asked for any questions. After no questions, the motion was carried and approved unanimously.

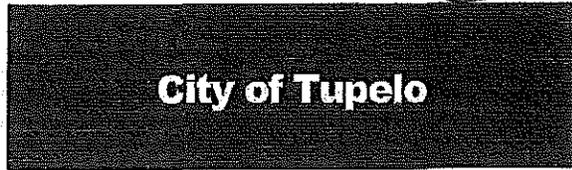
Approve Checks – Chairman Reed asked for the approval of the checks. Al Wallace made a motion to approve the checks. Stan McIntosh seconded that motion. After no questions or concerns on the checks, the motion was carried, and unanimously approved.

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


Moe Livingston
Secretary


Scott Reed
Chairman

Accepted 2/6/18 (AD)



Memo

To: City Council
From: Mayor Shelton
Date: February 1, 2018
Re: Major Thoroughfare Committee Appointments

It is my recommendation that the following individuals be appointed to the Major Thoroughfare Committee:

Scott Davis- At large vacancy

Charlotte Loden- At Large vacancy

Please consider these recommendations.

I would love to serve our community by being on any needed committees.

I have been married to Tracy Loden for almost 10 years.

I live at 1107 Armstrong LN.

I attended ICC where I received an Associate's Degree in Allied Health.

I have been employed by NMMC for almost 25 years.

I am the technical director for the radiology department.

We own/operate CrossFit Tupelo.

Helping and serving people is my way of life.

Cell- 662-322-3179

charlotteloden@gmail.com

Charlotte Loden

NMMC-Tupelo

Technical Director

Radiology

X-Ray, US, and NM

662-377-6757

SCOTT DAVIS
1732 Columbine Drive
Tupelo, MS 38801
(662) 397-3203

VISION:

- This City and community has provided my family and me a great place to live and enjoy life. Serving on a committee is a great opportunity to give something back.

PERSONAL:

- Resident of Tupelo for 25 years
- Married to the former Suzanne Bishop of Tunica, Mississippi
- One child, age 16
- Active member of The Orchard Church

EDUCATION:

- University of Mississippi, Bachelor of Arts Degree, May, 1986
- University of Mississippi, Juris Doctorate, May, 1989

WORK EXPERIENCE:

- Scott Davis & Associates, P.A., Real Estate Law, 1993 to present
- Member of the Mississippi Bar Association
- Member of the Florida Bar Association

Accepted 2/6/18 (10)



City of Tupelo

Memo

To: City Council
From: Mayor Shelton
Date: February 1, 2018
Re: CVB Board Re-appointment

It is my recommendation that Dr. Louis Britton be re-appointed to serve another term on the CVB Board.

Please consider this recommendation.

Accepted
2/6/18
AP

MEMO

TO: Mayor, City Council members
FROM: Shane Hooper
DATE: January 30, 2018
RE: Routine agenda item: request from Hillplace residents for recognition as neighborhood association

Attached are a letter from residents of the Hillplace neighborhood requesting recognition as a neighborhood association. A map of the proposed neighborhood is included for your information.

PROPOSED HILL PLACE NEIGHBORHOOD ASSOCIATION

We, the undersigned Steering Committee for the proposed Hill Place Neighborhood Association, are submitting for consideration our Bylaws to the Tupelo City Council for recognition as a Neighborhood Association.

Our neighborhood is older and well established. Many residents have known each other for years. The dynamics are changing and younger are couples moving in with children. Establishing our Association will promote family and the city of Tupelo.

We have had several Steering Committee meetings and two Neighborhood Meetings, interest has been high. Voting on our elected officers is scheduled for our April meeting.

As in our bylaws, our purpose is to foster a closer unity within, keep residents informed, and promote a safe, and attractive neighborhood.

Thank you in advance for your consideration.

Steering Committee Members

**Terri Stewart
2411 William Drive**

**Margaret and Robert Ellis.
2330 Oakleigh.**

**Shelly Slatter
2414 William**

**Chris Van Horn
2416 William Drive.**

**Tami Doss
2321 Oakleigh**

**Cathy Davis.
1303 Michael Ct.**

**Bill Anderson
1308 Ruffwood**



Awarded
2/6/18

Public Works Department Memorandum

To: Mayor Shelton and City Council

From: Mr. Chuck Williams 

VIA: Don Lewis
Kim Hanna

Re: Bid approval

Date: 01/31/2018

Copy: Missy Shelton

Bid Openings: January 30, 2018 10:00 a.m.

1498PW and 1499PW

Attendance:	
Ben Logan	Administrative Department
Missy Shelton	Finance Department
Chuck Williams	Public Works Department
David Knight	Public Works Department

1498PW and 1499PW: Four bidders responded. We recommend that Chickasaw Equipment be approved as the highest and best bid for the tractors.

MINUTE ENTRY SIGN UP SHEET

DATE 1-30-18

TIME 10:00

BID # 1498 PW

DEPARTMENT Public Works

PROJECT Sale of Kubota Tractor #51812

ATTENDANCE

COMPANY

<u>Missy Shelton</u>	<u>COT Finance</u>
<u>David Knight</u>	<u>COT</u>
<u>Chuck Williams</u>	<u>COT PWX</u>
<u>Ben M. Logan</u>	<u>COT A441</u>

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1498 PW

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.
<p>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.</p> <p>General Bidder Requirements</p> <ol style="list-style-type: none"> 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. All bids must be submitted in the enclosed envelope or an envelope identified in the same manner as the enclosed envelope. The bidder shall sign and date the bid at the bottom of the form. The outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility Number and time and date to be opened. 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. <p>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 <u>\$ 17,501⁰⁰</u> Amount.....</p>				

CITY MAY EXPECT DELIVERY BY

DATE 1-28-2018

BIDDER RAY AYCOCK, JR. EMAIL: BDEER4@AOL.com

ADDRESS 1006 TAFT ST. TUPELO, MS 38801

TELEPHONE 662-844-1934

BY _____



INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1498PW

Public Works Department

TO _____

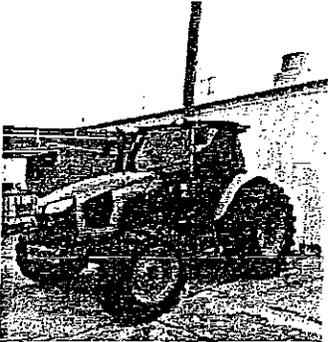
ADDRESS _____

DATE 1-8-18

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 Jan 30 20 18, 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
<p>The City of Tupelo is presently advertising and accepting bids for the sale of surplus equipment.</p> <p>Description: 2016 Kubota M5-111HDC Tractor w/592 hours</p> <p>Serial/Parcel: 51012</p> 				

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 _____

BIDDER RAY AYCOCK, JR.

ADDRESS 1006 TAFT ST. TUPELO, MS 38801

TELEPHONE 662-844-1934 EMAIL: BDEER4@AOL.COM

BY Ray Aycock, Jr.



RECEIVED

JAN 29 2018

ATTENTION: PURCHASING AGENT

SEALED BID

RECEIVED FROM: RAY AYLOCK, JR.

INVITATION NO.: 1498 PW

TIME AND DATE TO BE OPENED:

10:00 AM JAN 30, 2018

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

APPENDIX G

RECEIVED

JAN 29 2018

ATTENTION: PURCHASING AGENT

SEALED BID

RECEIVED FROM: RAY AYLOCK, JR.

INVITATION NO.: 1498 PW

TIME AND DATE TO BE OPENED:

10:00 AM JAN 30, 2018

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. 1498 PW

Public Works Department

TO _____

ADDRESS _____

DATE 1/30/2018

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., January 30 2018, 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.
<p>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.</p> <p>General Bidder Requirements</p> <ol style="list-style-type: none"> 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. All bids must be submitted in the enclosed envelope or an envelope identified in the same manner as the enclosed envelope. The bidder shall sign and date the bid at the bottom of the form. The outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility Number and time and date to be opened. 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. <p>Bid Amount Offered</p> <p>2016 Kubota MS-111HDC Tractor as is/no warranty, good mechanical condition, tinted windows and widening kit installed. Parcel/Serial 51012</p> <p>Offer Amount.....</p>	1	42,000	42,000	00

CITY MAY EXPECT DELIVERY BY

DATE 1/29/18

BIDDER Chickosaw Equipment Co.

ADDRESS 1246 DL Gillums Dr., Tupelo, MS 38801

TELEPHONE 662-842-2232

BY Frank Alford





CHICKASAW EQUIPMENT COMPANY *Kubota*
~~132~~ ~~11~~ ~~31~~ ~~532~~ *W. Median*
 HOUSTON, MS 38851

RECEIVED

JAN 29 2018
 8:30

ATTENTION: PURCHASING AGENT

SEALED BID

RECEIVED FROM: Chickasaw Equipment Co.

INVITATION NO.: 1498 PL2

TIME AND DATE TO BE OPENED:

10 a.m., January 30, 2018

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. 1498 PW

Public Works Department

TO Deanco Auction Co.

ADDRESS POB 1248 Philadelphia Ms 39350 DATE 1-29-18

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 AM o'clock M 1-30-18 20 18, 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.
<p>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.</p> <p>General Bidder Requirements</p> <ol style="list-style-type: none"> 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. All bids must be submitted in the enclosed envelope or an envelope identified in the same manner as the enclosed envelope. The bidder shall sign and date the bid at the bottom of the form. The outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility Number and time and date to be opened. 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. <p>Bid Amount Offered</p> <p>2016 Kubota M5-111HDC Tractor as is/no warranty, good mechanical condition, tinted windows and widening kit installed. Parcel/Serial 51012</p> <p>Offer <u>\$ 30,250.00</u></p> <p>Amount.....<u>30,250.00</u></p> <p><u>30 Days</u></p>				

CITY MAY EXPECT DELIVERY BY

DATE 1-29-18

BIDDER Deanco Auction Co.

ADDRESS PO Box 1248 Philadelphia Ms 39350

TELEPHONE 601-656-9768

BY Randy Ellard cell 662-417-1426



INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1498PW

Public Works Department

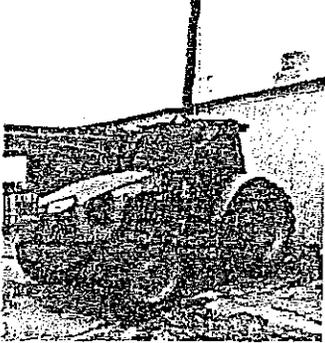
TO Deanco Auction Co.

ADDRESS PO B 1248 Philadelphia Ms 39350 DATE 1-8-18

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CITY OF TUPELO

By Mary Shetter
PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	AMOUNT	
		DOL.	CTS.
<p>The City of Tupelo is presently advertising and accepting bids for the sale of surplus equipment.</p> <p>Description: 2016 Kubota M5-111HDC Tractor w/592 hours Serial/Parcel: 51012</p>			
			
<p>Equipment may be viewed prior to the bid opening. Contact David Knight at (662) 841-6457 to schedule an appointment.</p> <p>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</p>			

CITY MAY EXPECT DELIVERY BY

DATE 1-29-18
BIDDER Deanco Auction Co.
ADDRESS PO Box #19 1248 Philadelphia Ms. 39350
TELEPHONE 601-656-9768
BY Perry Ellard cell 662-417-1426



Deanco Auction Co.
Philadelphia Ms
601-656-9768

RECEIVED
JAN 29 2018

ATTN: Missy Shelton
City of Tupelo, Ms.
Public Works

Bid # 1498 PW
Bid to purchase Kubota M5-111 Tractor S/N 51012
From Tupelo, Ms. open after 10:00 AM 1-30-18

Crystal Durham d/b/a Lynn's Enterprise ~ 57 Aycock Rd. ~ Purvis, MS 39475

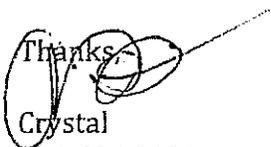
January 30, 2018

City of Tupelo
Purchasing Office
"Sealed Bid for Kubota Tractors"
"Bid Due: Tues. Jan. 30, 2017 @ 10am"
71 East Troy St.
Tupelo, MS 38804

We would like to submit a bid on the following items:

- | | |
|--|--------------------|
| 1. 1498- 2016 Kubota M5-111HDC Tractor | <u>\$17,777.00</u> |
| 2. 1499- 2016 Kubota M5-111HDC Tractor | <u>\$17,777.00</u> |

Please email the bid results whether we are high bidder or not,
d_company18@yahoo.com

Thanks,

Crystal
601.606.3022

Crystal Durham d/b/a Lynn's Enterprise
57 Aycock Rd.
Purvis, MS

RECEIVED

JAN 30 2018

8:35

City of Tupelo
Purchasing Office
"Sealed Bid for Kubota Tractors"
"Bid Due: Tues. Jan. 30, 2017 @ 10am"
71 East Troy St.
Tupelo, MS 38804

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1498PW

Public Works Department

TO _____

ADDRESS _____

DATE 1-8-18

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 Jan 30 20 18, 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.
<p>The City of Tupelo is presently advertising and accepting bids for the sale of surplus equipment.</p> <p>Description: 2016 Kubota M5-111HDC Tractor w/592 hours</p> <p>Serial/Parcel: 51012</p> 				

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 _____

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.
<p>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.</p> <p>General Bidder Requirements</p> <ol style="list-style-type: none"> 1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and 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. <p>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.....</p>				

CITY MAY EXPECT DELIVERY BY

DATE _____

BIDDER _____

ADDRESS _____

TELEPHONE _____

BY _____

APPENDIX 2



Northeast Mississippi Daily

#1322551

LEGAL NOTICE

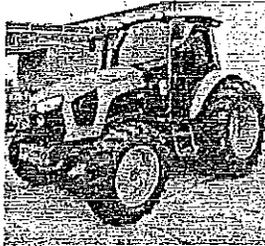
**CITY OF TUPELO
MAYOR JASON SHELTON**

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. Tuesday, January 30, 2018 for the sale of the following:

1498PW SALE OF 2016 KUBOTA M5-111HDC TRACTOR W/592 HOURS SERIAL 51012

1499PW 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
January 10, 17, 2018

Council



Awarded
2/6/18

Public Works Department Memorandum

To: Mayor Shelton and City Council

From: Mr. Chuck Williams 

VIA: Don Lewis
Kim Hanna

Re: Bid approval

Date: 01/31/2018

Copy: Missy Shelton

Bid Openings: January 30, 2018 10:00 a.m.

1498PW and ~~1499PW~~

Attendance:	
Ben Logan	Administrative Department
Missy Shelton	Finance Department
Chuck Williams	Public Works Department
David Knight	Public Works Department

1498PW and 1499PW: Four bidders responded. We recommend that Chickasaw Equipment be approved as the highest and best bid for the tractors.

MINUTE ENTRY SIGN UP SHEET

DATE 1-30-18

TIME 10:00 am

BID # 1498PW

DEPARTMENT Public Works

PROJECT Sale of Kubota Tractor # 50523

ATTENDANCE

COMPANY

Missy Shelton

COT Finance

Nancy Knight

LOT PW

Chuck Williams

COT PW

John Ben M. Logan

COT Atty

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1499PW

Public Works Department

TO _____

ADDRESS _____

DATE 1/30/18

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 January 30 20 18, 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
<p>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.</p> <p>General Bidder Requirements</p> <ol style="list-style-type: none"> 1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and 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. <p>Bid Amount Offered</p> <p>2016 Kubota M5-111HDC Tractor as is/no warranty, good mechanical condition, tinted windows and widening kit installed. Parcel/Serial 50523</p> <p>Offer Amount.....</p>				
			42,000.00	00

CITY MAY EXPECT DELIVERY BY

DATE 1/29/18

BIDDER Chickasaw Equip. Co.

ADDRESS Tupelo, MS

TELEPHONE 662-842-2232

BY Frank Alford





CHICKASAW EQUIPMENT COMPANY Kubota
HOUSTON, MS 38851
1320 CHICKASAW W. Madison

ATTENTION: PURCHASING AGENT

SEALED BID RECEIVED FROM: Chickasaw Equipment Co.

INVITATION NO.: 1499 PV

TIME AND DATE TO BE OPENED: 30 January 2018

10:30 a.m.

RECEIVED
JAN 30 2018
8:30

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

Crystal Durham d/b/a Lynn's Enterprise ~ 57 Aycock Rd. ~ Purvis, MS 39475

January 30, 2018

City of Tupelo
Purchasing Office
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Please email the bid results whether we are high bidder or not,
d_company18@yahoo.com

Thanks
Crystal
601.606.3022

Crystal Durham d/b/a Lynn's Enterprise
57 Aycock Rd.
Purvis, MS

RECEIVED

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INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1499 PW

Public Works Department

TO _____

ADDRESS _____

DATE _____

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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 Amount..... <u>\$ 18,001.00</u>				

CITY MAY EXPECT DELIVERY BY

DATE _____

BIDDER RAY Aycock, Jr.

EMAIL: BDEER4@AOL.com

ADDRESS 1006 TAFT ST. TUPELO, MS 38801

TELEPHONE 662-844-1934

BY _____



RECEIVED
JAN 29 2018

ATTENTION: PURCHASING AGENT

SEALED BID

RECEIVED FROM: RAY AYCOCK, JR.

INVITATION NO.: 1499 PW

TIME AND DATE TO BE OPENED:

10:00 AM JAN 30, 2018

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

APPENDIX H

Peanco Auction Co.

Philadelphia Ms.

601-656-9768

RECEIVED
JAN 29 2018

Attn: Missy Shelton

City of Tupelo, Ms.
Public Works

Bid # 1499 PW

Bid to purchase Kubota MS-111 Tractor s/n 50523
From Tupelo, Ms. open after 10:00 AM 1-30-18

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1499PW

Public Works Department

TO _____

ADDRESS _____

DATE 1-8-18

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CITY OF TUPELO

By Missy Shotton
PURCHASING OFFICE

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			DOL.	CTS.
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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 _____

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By _____

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Offer				
Amount.....				

CITY MAY EXPECT DELIVERY BY

DATE _____

BIDDER _____

ADDRESS _____

TELEPHONE _____

BY _____

Northeast Mississippi Daily

Page 477

#1322551

LEGAL NOTICE

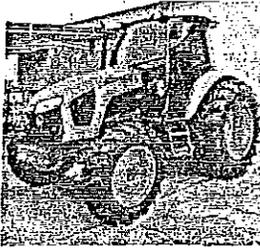
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Specifications are on file in the Purchasing Office and will be furnished upon request.



CITY OF TUPELO
PURCHASING
MISSY SHELTON
841-6456
January 10, 17, 2018



Tupelo Police Department

Chief Bart Aguirre

Travel 3 Per Diem Rate
Approved 2/6/18
(AD)

February 1, 2018

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

Mayor Shelton and City Council,

I am requesting approval of continental travel for Major Jackie Clayton. Major Clayton will be attending the 2018 FBINAA Annual National Training Conference in Quebec, Canada. Travel dates for the conference are July 21 – 25, 2018. I ask the council to approve a daily per diem rate of \$132.00 for this conference.

Sincerely,

Bart Aguirre
Bart Aguirre
Chief of Police



Foreign Per Diem Rates In U.S. Dollars

Country: CANADA
Publication Date: 02/01/2018

Country Name	Post Name	Season Begin	Season End	Maximum Lodging Rate	M & IE Rate	Maximum Per Diem Rate	Footnote	Effective Date
CANADA	Banff	01/01	12/31	295	87	382	N/A	12/01/2017
CANADA	Calgary	01/01	12/31	252	125	377	N/A	12/01/2017
CANADA	Dartmouth	01/01	12/31	188	141	329	N/A	12/01/2017
CANADA	Edmonton	01/01	12/31	178	75	253	N/A	12/01/2017
CANADA	Fort McMurray, Alberta	01/01	12/31	210	92	302	N/A	01/01/2008
CANADA	Fredericton	01/01	12/31	180	122	302	N/A	12/01/2017
CANADA	Gander, Newfoundland	01/01	12/31	162	114	276	N/A	12/01/2017
CANADA	Goose Bay	01/01	12/31	167	114	281	N/A	12/01/2017
CANADA	Halifax	01/01	12/31	188	141	329	N/A	12/01/2017
CANADA	Kelowna	01/01	12/31	192	131	323	N/A	12/01/2017
CANADA	London, Ontario	01/01	12/31	115	94	209	N/A	08/01/2010
CANADA	Mississauga	01/01	12/31	100	68	168	N/A	12/01/2017
CANADA	Moncton	01/01	12/31	153	116	269	N/A	12/01/2017
CANADA	Montreal	01/01	12/31	181	114	295	View	12/01/2017
CANADA	NanOOSE Bay	01/01	12/31	106	97	203	N/A	12/01/2017
CANADA	Northwest Territories	01/01	12/31	114	65	179	N/A	12/01/2017
CANADA	Other	01/01	12/31	128	111	239	N/A	12/01/2017
CANADA	Ottawa	01/01	12/31	210	116	326	N/A	12/01/2017
CANADA	Prince Edward Island	01/01	12/31	197	122	319	N/A	12/01/2017
CANADA	Quebec	01/01	12/31	235	132	367	N/A	12/01/2017
CANADA	Regina, Saskatchewan	01/01	12/31	192	91	283	N/A	01/01/2008
CANADA	Richmond	01/01	12/31	214	126	340	N/A	12/01/2017

Training

In the world of the unexpected, are you prepared for the changes of tomorrow?

**Join more than 1,500 law enforcement professionals
at
the FBINAA Annual National Training Conference.**

The 2018 FBINAA National Annual Training Conference will feature **7 keynote sessions**, more than **30+ breakout sessions** and **professional development seminars**, and more than **100 exhibitors** showcasing the latest in law enforcement and public safety products and solutions.

Designed around your professional development, educational and training needs, the Conference is the most education-packed conference the FBINAA has ever presented!

Need more reasons to attend:

- 1. Keep up-to-date on 21st Century contemporary law enforcement trends and issues*
- 2. State-of-the-art education and career advancement*
- 3. Discover new products and services*
- 4. Network with like-minded professionals*

The FBINAA is the law enforcement global leader representing 17,000+ senior law enforcement professionals dedicated to providing our communities, states, countries, and profession with the highest degree of law enforcement expertise, training, education and information.

The FBINAA is a nonprofit membership organization whose mission is dedicated to *impacting communities by providing and promoting law enforcement leadership through training and networking*. By providing

continuous development of the world's strongest law enforcement leadership network, the FBINAA advances its mission by engaging law enforcement executives, elected and public officials, government agencies, businesses, and the public to strengthen the rule of law around the globe.

Keynote Presentations

- **MS 13 Update and Report**
 - **Las Vegas Mass Shooting**
 - **21st Century Policing**
 - **Profile of the Homegrown Violence**
 - **Critical Incident Response Group**
 - **Mental Health: Identifying Warning Signs to Manage and Make Assessments of Threats**
 - **Conversation with the FBI Leadership**
 - **The Story Behind the Bin Laden Death**
-

Extended Training Sessions (2-4 hours each)

- **Officer Safety and Wellness Instructor Training**
 - **The Forensic Experimental Trauma Interview (FETI)**
 - **The PEACE Model of Investigation Interviews**
 - **Media Issues: Effective Leveraging of Social Media**
-

Breakout Training Sessions (1 hour each)

Track #1 – Officer Safety and Wellness

- **Officer Wellness**
- **Law Enforcement Officers Suicide Prevention and Awareness**
- **Officer Safety: Viable of the Profession, Risk and Peril of the Profession**
- **Active Shooter Response for Off-duty and Retired Law Enforcement**

- **Fatigue Management: Can Science Provide Insight into How Officers Make Decisions**
- **Below 100**
- **OSW Overview and Instructor Training**
- **PTS Does Not Have to Evolve into a Disease**

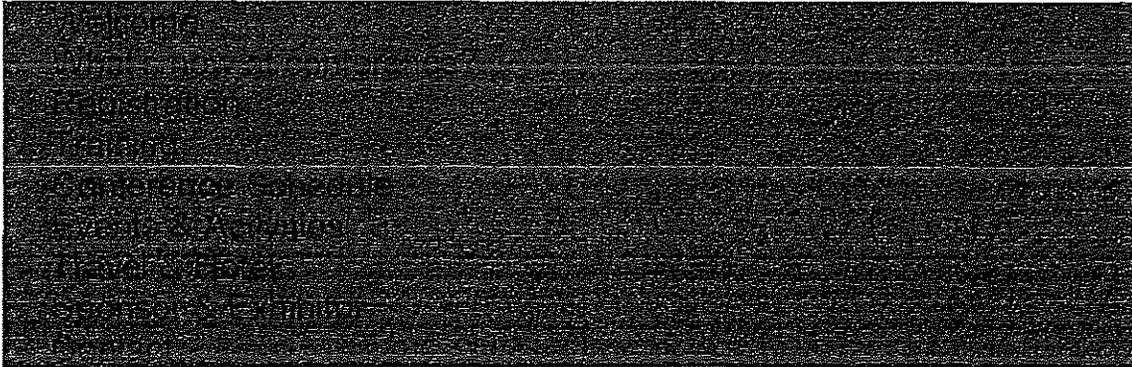
Track #2 – 21st Century Contemporary Law Enforcement Issues

- **Current Status of Terrorism in the World**
- **Active Shooter Response**
- **LE and Drones: Emerging Fourth Amendment Issues & Limitations**
- **Mass Casualty Response**
- **Effective intelligence and Information Sharing between Federal and Local Law Enforcement to Support Public Safety Goals**
- **International Panel: Addressing Immigration**
- **Human Trafficking**
- **Body Worn Cameras: Are BWCs the Right Fit for All Agencies?**
- **Gun Violence Prevention: Best Practices to Re-orient from a Reactive Policing and Crime Response Approach to Proactive Policing**
- **Training Opportunities for De-escalation Strategies, Crisis Intervention, and Citizen Engagement to Address Violent Crime**
- **21st Century Crime Analysis to Support State of the Art Management Principles, Cutting Edge Crime Analysis, and GIS to Support Crime Reduction**
- **Cyber Safety**
- **Recruitment and Retention**

Track #3 – Engaging the Community and Partnerships

- **Coordination with Prosecutors, Other Public Sector Stakeholders, and Private Sector Stakeholders**
- **Community Oriented Approaches to Overdoses**
- **Problem Solving Techniques and Strategies Targeting Crime Reduction and in Particular Violent, Gang, and Drug Crime**

- **Building, Improving and Using Syndromic Surveillance Systems; Data-Driven Strategy to Reduce Overdoses**
- **Focused Deterrence Approaches to Support Broader Public Safety Goals**
- **Shared Service Models for Smaller Jurisdictions to Support Effective Crime Reduction Efforts**
- **Prescription Drug Monitoring Programs**
- **The PEACE Model of Investigative Interviewing**
- **Youth Deterrence and Intelligence Gathering Techniques Designed to Prevent Gang Participation**
- **Media Issues: Effective Leveraging of Social Media**



The FBI National Academy Associates, Inc. is a private 501 (c)(3) nonprofit organization and is not a part of the Federal Bureau of Investigation or acting on behalf of the FBI. © 2017 FBINAA. ALL RIGHTS RESERVED.

Conference Schedule

The following Conference schedule is subject to change and will be updated periodically as details are confirmed.

Saturday, July 21

8:00 am – 6:00 pm	Information Desk
8:00 am – 9:00 am	Conference 101 – Pre-Conference Information Session
8:00 am – 9:30 am	Chapter Membership Coordinators Meeting
8:30 am – 12:30 pm	Training – Extended Breakout Session Officer Safety & Wellness Instructor Training
8:30 am – 12:30 pm	Training – Extended Breakout Session The Forensic Experimental Training Interview (FETI) Workshop
9:00 am – 12:00 pm	FBINAA Foundation Meeting Open to all conference attendees.
9:00 am – 4:00 pm	Family Program & Optional Activities
9:00 am – 4:00 pm	FBINAA Store

9:00 am – 5:00 pm	Family Lounge
9:00 am – 6:00 pm	Check-In & Registration
9:30 am – 10:30 am	Nomination Committee Meeting (Section IV) Open to invited attendees only.
10:30 am – 11:30 am	Chapter Presidents Meeting Open to invited attendees only.
1:00 pm – 2:00 pm	Training – Concurrent Breakout Sessions
1:30 pm – 3:30 pm	Training – Extended Breakout Session The PEACE Model of Investigation – Part I
2:30 pm – 3:30 pm	Training – Concurrent Breakout Sessions
4:00 pm – 5:30 pm	Opening Ceremonies Open to all conference attendees. Presentation of Colors – National Anthem – Invocation Conference Opening & Welcome Remarks Memorial Presentation
5:30 pm – 7:00 pm	Evening Social Event Welcome Reception

	<i>Immediately following the Opening Ceremonies, stop by the Welcome Reception for a beverage before venturing into Québec City for dinner on your own.</i>
	No Host Evening <i>The Conference suggests making dinner plans with friends and colleagues in the City (see the information desk for recommendations and reservation assistance)</i>
9:30 pm – 11:30 pm	Evening Social Event After Hours

Sunday, July 22

6:00 am – 2:30 pm	Optional Activity Golf Tournament at Golf de la Faune Open to all attendees. Online pre-registration required.
7:00 am – 8:00 am	Optional Activity Fitness Session
7:00 am – 10:00 am	Optional Activity 5K Challenge Walk-Run – Plains of Abraham / Battlefield Park Open to all attendees. Online pre-registration required.
7:00 am – 6:00 pm	Information Desk
7:30 am – 9:00 am	Breakfast Ticketed attendees only. Optional purchase of additional breakfast package.

8:00 am – 4:00 pm	Check-In & Registration
8:00 am – 5:00 pm	Family Lounge
8:30 am – 9:45 am	Training – Keynote Session
9:00 am – 4:00 pm	FBINAA Store
9:00 am – 4:00 pm	Family Program & Optional Activities
10:00 am – 12:30 pm	Law Enforcement Exhibition FBINAA Members and law enforcement non-members only.
12:00 pm – 12:45 pm	Lunch Ticketed attendees only. Lunch served until 12:45 pm only.
1:00 pm – 2:15 pm	Training – Keynote Session
1:00 pm – 3:30 pm	Law Enforcement Exhibition All attendees welcome.
2:30 pm – 3:30 pm	Training – Concurrent Breakout Sessions

2:30 pm – 5:30 pm	Training – Extended Breakout Session The PEACE Model of Investigation – Part II
4:00 pm – 5:00 pm	Training – Concurrent Breakout Sessions
	No Host Evening <i>The Conference suggests making dinner plans with friends and colleagues in the City (see the information desk for recommendations and reservation assistance)</i>
9:30 pm – 11:30 pm	Evening Social Event After Hours Reception

Monday, July 23

7:00 am – 8:00 am	Optional Activity Fitness Session
7:00 am – 6:00 pm	Information Desk
7:30 am – 9:00 am	Breakfast Ticketed attendees only. Optional purchase of additional breakfast package.
8:00 am – 4:00 pm	Check-In & Registration
8:00 am – 5:00 pm	Family Lounge

8:30 am – 9:45 am	Training – Keynote Session
9:00 am – 4:00 pm	FBINAA Store
9:00 am – 4:00 pm	Family Program & Optional Activities
10:00 am – 12:30 pm	Law Enforcement Exhibition FBINAA Members and law enforcement non-members only.
12:00 pm – 1:00 pm	Lunch Ticketed attendees only. Lunch served until 12:45 pm only.
1:00 pm – 2:15 pm	Training – Keynote Session
1:00 pm – 3:30 pm	Law Enforcement Exhibition All attendees welcome.
2:30 pm – 3:30 pm	Training – Concurrent Breakout Sessions
2:30 pm – 5:30 pm	Training – Extended Breakout Session Media Issues: Effective Leveraging of Social Media
4:00 pm – 5:00 pm	Training – Concurrent Breakout Sessions

6:00 pm – 9:00 pm	Evening Social Event Night at the Voltigeurs de Québec Armoury Optional event. Requires ticket purchase.
9:30 pm – 11:30 pm	Evening Social Event After Hours Reception

Tuesday, July 24

7:00 am – 8:00 am	Optional Activity Fitness Session
7:00 am – 6:00 pm	Information Desk
7:30 am – 9:00 am	Breakfast Ticketed attendees only. Optional purchase of additional breakfast package.
8:00 am – 12:00 pm	Check-In & Registration
8:00 am – 4:00 pm	Family Lounge
8:30 am – 9:45 am	Training – Keynote Session
9:00 am – 12:00 pm	FBINAA Store

9:00 am – 4:00 pm	Family Program & Optional Activities
10:00 am – 11:15 am	Training – Keynote Session
11:30 am – 1:00 pm	Lunch & General Membership Meeting Ticketed attendees only. Lunch served until 12:15 pm only.
1:00 pm – 2:15 pm	Training – Keynote Session
2:30 pm – 3:30 pm	Training – Concurrent Breakout Sessions
4:00 pm – 5:00 pm	Training – Concurrent Breakout Sessions
5:30 pm – 9:00 pm	Family Event Youth Special Event – TBD Optional event. Requires ticket purchase. Includes dinner and entertainment.
6:00 pm – 9:00 pm	Evening Social Event Conference Gala Banquet & Closing Ceremonies Optional event. Requires ticket purchase. Includes dinner and entertainment. Dinner, Closing Ceremonies, Presentation of Awards, Oath of Office to Incoming President, and Entertainment

9:30 pm – 11:30 pm	Evening Social Event After Hours Reception
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Tupelo Police Department

Chief Bart Aguirre

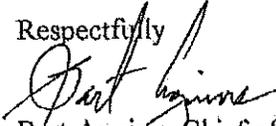
Approved
2/6/18
AP

February 1, 2018

Change Order

The Tupelo Police Department is requesting authorization for a change order to install a GSA Class-5 rated vault door for the narcotics evidence vault. This change order will allow the Drug Enforcement Administration (DEA) to approve the storage of drug evidence while the cases are being analyzed and stored for court.

The installation of the GSA Class-5 rated vault door meets all DEA requirements and standards and is within the new Police Departments Headquarters construction budget approved by the council .

Respectfully

Bart Aguirre, Chief of Police
Tupelo Police Department

AIA[®] Document G701[™] - 2001

Change Order

PROJECT (Name and address): Tupelo Police Headquarters	CHANGE ORDER NUMBER: 004 DATE: 05/22/2017	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): West Brothers Construction, Inc. 5716 Hwy 182 East Columbus, MS 39702	ARCHITECT'S PROJECT NUMBER: 10032.00 CONTRACT DATE: March 16, 2015 CONTRACT FOR: New Police Station	CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The Contract Sum shall be adjusted to allow for vault door replacement as outlined in the attached PCO 43

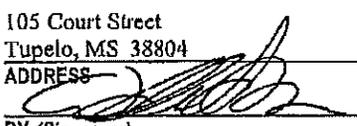
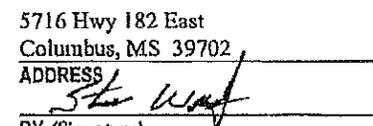
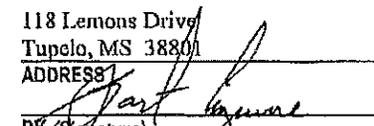
Add to the Contract Sum: \$29,427.00

The original Contract Sum was	\$ <u>7,938,985.00</u>
The net change by previously authorized Change Orders	\$ <u>72,899.15</u>
The Contract Sum prior to this Change Order was	\$ <u>8,011,884.15</u>
The Contract Sum will be increased by this Change Order in the amount of	\$ <u>29,427.00</u>
The new Contract Sum including this Change Order will be	\$ <u>8,041,311.15</u>

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is as indicated in the previously issued Certificate of Substantial Completion.

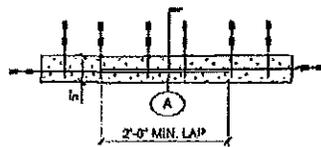
NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

JBHM Architects, P.A.	West Brothers Construction, Inc.	City of Tupelo
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	Tupelo Police Department
OWNER (Firm name)		
105 Court Street	5716 Hwy 182 East	118 Lemons Drive
Tupelo, MS 38804	Columbus, MS 39702	Tupelo, MS 38801
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
William M. Lewis, AIA	Steve West	
(Typed name)	(Typed name)	(Typed name)
1-29-18	1-30-18	01/30/2018
DATE	DATE	DATE

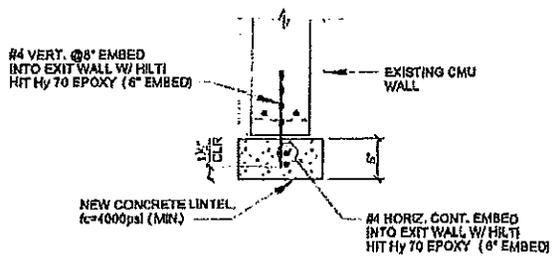
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User Notes: (389ADA1E)



EXISTING CMU WALL OPENING

ELEVATION



DETAIL A

City of Tupelo
Tupelo Police Headquarters

P.N.: 10032.00	Date: 4/25/2017	AD-S19
Ref. Sheet:	Rev.: Δ	
Drawn by: J.E.	Checked by: T.S./J.V.	

JBHM
Architecture

Biloxi (CA) • Columbus • Jackson • Tupelo



P.O. Box 2402
Columbus, MS 39704
Phone (662)244-3424
Fax: (662)327-1970

DATE April 28, 2017
Quotation #
Customer ID WBC

Prepared by: LWM

Sent to: West Brothers Construction
Attn: Rob Winklepleck
From: Lu McCrary

Work to be performed at Tupelo Police Station, Tupelo, MS.

Description	AMOUNT
1) Demo and remove existing door frame (40"x88") on 2nd floor. 2) Enlarge concrete opening to at least 48"x83". -Sheetrock will need to be cut back 12" around perimeter prior to cutting. -We will build visqueen containment around work area. Wet cutting will be used so dust will be minimal. -MCS will not be responsible for damage to structure or utilities. -Work to be performed during regular daytime working hours.	
Estimated Cost	\$ 2,900.00

If you have any questions concerning this quotation, contact Lu McCrary at 662-327-1964, or reply to this e-mail.

THANK YOU FOR YOUR BUSINESS!



P.O. Box 2402
Columbus, MS 39704
Phone (662)244-3424
Fax: (662)327-1970

DATE April 28, 2017
Quotation #
Customer ID

Prepared by: LWM

Sent to: WBC-Rob Winklepleck
From: Lu McCrary

Comments or special instructions outlined in description:

Description	AMOUNT
Install Intel per JBHM drawing AD-S19 Use Eucocrete High-Performance Concrete with Corrosion Inhibitor	
Cost:	\$2,608.74
Contractors Tax:	
Estimated Cost	\$ 2,608.74

If you have any questions concerning this quotation, contact Lu McCrary at 662-327-1964, or reply to this e-mail.

THANK YOU FOR YOUR BUSINESS!



"Our Business is Protecting Yours"

Project Sales Agreement

Prepared For:

West Brothers Construction
Rob Winklepleck
Project Manager
Phone:
eMail: Rwlnk@westbrothersconstruction.com
5716 Highway 182 East

Columbus, MS 39702



Prepared & Submitted By:

David Knight

Date Prepared: February 16, 2017

Agreement Start Date: February 15, 2017

Phone:
Cell: #####
Fax: 901-380-0672
eMail: david.knight@redhawkus.com



Date: 2/15/2017 Proposal Number O-107819 Page 2

PROJECT AGREEMENT

AGREEMENT DESCRIPTION

By and Between:
Red Hawk Fire & Security
7876 Stage Hills Boulevard, Suite 104
Bartlett, TN 38133
State License(s): ##
(Hereinafter "Seller")
West Brothers Construction
5716 Highway 182 East
Columbus, MS 39702
(Hereinafter "Customer")
Installation and / or Service Location:
Tupelo Police Department - 400 N Front Street - Tupelo, MS 38804

PROJECT

Our price for Material and Installation \$14,888.00 plus applicable taxes.
The total price for service is plus applicable taxes.
SERVICE PROVID No maintenance options included.

CUSTOMER MUST INITIAL HERE IF SERVICE IS NOT BEING PROVIDED UNDER THIS AGREEMENT

OUR PRICE INCLUDES THE FOLLOWING AS DESCRIBED IN THE STATEMENT OF WORK ATTACHED HERETC

- 1 Hamilton GSA Class 5 Vault Door
2 Delivery and Installation during working hours
3 Grouting of Frame
4
5

OUR PRICE EXCLUDES THE FOLLOWING:

- 1 Opening Modifications
2 Paint repair around the opening.
3
4
5



Date: 2/15/2017 **Proposal Number** O-107819 **Page** 3

EQUIPMENT

<u>QTY</u>	<u>MAKE</u>	<u>DESCRIPTION</u>	<u>Location</u>
1	Hamilton	GSA Class 6 Vault Door, Threshold and Hardware.	2nd Floor Evidence Room
1	Hamilton	MAGNETIC VAULT DOOR STOP	
1	Various	Miscellaneous (Back boxes, wire ties, connectors, etc)	



Date: 2/15/2017 **Proposal Number** O-107819 **Page** 4

STATEMENT OF WORK

for: Tupelo Police Department : 2nd Floor Evidence Room

Red Hawk proposes to do the following work:

Provide, deliver and install new Hamilton Class 5-A Right Swing Vault Door and Frame in prepared wall opening per drawing. Note: Door weighs approx 1,500lbs

40" x 78" clear opening.

Grout frame in place after the door is set and leveled.

Standard Grill Day Gate

Vault Door Stop

Vault Door conforms to **Federal Specification AA-D-600** and is approved for use by all federal agencies.

The Class 5-A Armory Door is approved for the storing of non-classified materials such as weapons, narcotics, evidence, money and other valuables. The Class 5-A Armory Door provides the following security protection:

30 man minutes against covert entry

10 man minutes against forced entry



Date: 2/15/2017 Proposal Number O-107819 Page 5

GENERAL TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS WILL GOVERN ALL TRANSACTIONS BETWEEN CUSTOMER AND SELLER FOR THE GOODS AND SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT. THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO ANY PURCHASE ORDER ISSUED BY CUSTOMER AS IF EXPRESSLY SET FORTH THEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR IN ANY OTHER DOCUMENT SHALL BE DEEMED OBJECTED TO BY SELLER AND SHALL BE OF NO FORCE OR EFFECT.

THE PARTIES EXPRESSLY AGREE THAT MONITORING SERVICES ARE SPECIFICALLY EXCLUDED FROM THE SCOPE OF THIS AGREEMENT.

1. PAYMENT: As a condition of performance, payments are to be made as follows:

Customer agrees to pay per attached Schedule of Values.

The Customer will promptly pay invoices within thirty (30) days of invoice date. Should a payment become thirty (30) days or more delinquent, Seller may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. A finance charge will be added to past due accounts at the rate of one and one-half percent (1.5%) per month, or at the highest legal rate, whichever is less.

Any standard goods that are either received at the Seller warehouse, or delivered to the Customer site, that are later canceled or returned by Customer are subject to a Five Percent (5%) restocking fee. Any custom orders are subject to a one hundred percent (100%) restocking fee.

2. TAXES: The Customer shall be responsible for all taxes applicable to the work and/or materials hereunder.

3. WORK HOURS: Seller will perform all work during normal business hours: Monday through Friday, 8:00AM - 5:00PM

Any requests for work to be performed outside normal business hours will be billed at Seller premium rates in effect at the time the work is performed.

4. INSTALLATION CONDITIONS:

Seller will arrange for installation of the equipment in accordance with specifications, drawings and instructions provided by Customer, which specifications and drawings are considered a part of this Agreement. Customer shall provide Seller a safe working environment and unencumbered access to all areas where work is to be performed. Customer acknowledges that Seller's service personnel have been instructed not to perform any work in hazardous locations until working conditions have been made safe, as determined in the service personnel's sole discretion, and it is the responsibility of the Customer to take any measures necessary to eliminate such hazards before the work may proceed. Customer shall provide reasonably adequate lighting, heating, ventilation and other working conditions to permit safe and proper installation. Suitable foundations, wall openings, curbing holes, pits, tunnels, culvert piping, grouting, surrounding masonry and concrete, canopies and architectural enclosures, and sun screens shall be constructed by others at Customer's cost. Customer shall also provide at its own expense the power and lighting that is required for proper operation of the equipment. If, through no fault of Seller, Seller cannot proceed with the work within a reasonable time after delivery of the equipment and/or Seller's arrival at the work site, Customer shall pay Seller's actual expenses, including, but not limited to, additional service fees and any storage fees incurred by Seller in waiting to proceed or in returning to Customer's premises to perform the work. Customer shall notify Seller of any cancellations forty-eight (48) hours in advance of any scheduled service call. Failure to so notify will result in an additional service fee charged to Customer. Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the installation of the equipment which are legally required at the time that the installation is done. Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. In the event that Seller is required, in connection with the installation of the equipment, to do additional work either because Customer did not prepare the job site, or because the drawings, wiring, or other work done by Customer or for Customer by others, was not properly represented in the drawing supplied to Seller, Seller shall have the option of doing the additional work required to complete the job, and will charge Customer at Seller's current prevailing rates for such work, or, of abandoning the installation and being paid in full by Customer upon demand therefore. Any additional amounts so charged shall be due within ten (10) days of receipt of invoice by Customer. Customer represents to Seller that it has an interest in the real estate on which the equipment is to be installed and that has the authority to and hereby authorizes Seller to do the work as provided in this Agreement. Further, Customer warrants that the job site at which the installation work to be done hereunder, complies with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions.

5. TIME AND MATERIALS SERVICE WORK / CHANGE ORDER: In the event that Seller is asked by Customer to perform additional work, e.g., on a time and materials basis or per change order, during the term of this Agreement, and such work is outside the scope of work contemplated herein, the Customer understands and agrees that any such work will be performed by Seller pursuant to the terms and conditions contained herein and at Seller rates in effect at the time the work is performed.

6. INDEMNIFICATION: Seller agrees to indemnify the Customer for losses due to bodily injury, or property damage to the extent caused by Seller negligent acts or omissions, or the negligent acts or omissions of its employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others.

7. LIMITATION OF LIABILITY: Notwithstanding anything to the contrary herein and to the extent permitted by law, the aggregate liability of Seller to the Customer, whether in contract, tort (including negligence), or otherwise will be limited to one (1) times the contract value, provided however the foregoing does not limit the liability of Seller for any injury to, or death of a person, caused by the gross negligence of Seller.

8. GENERAL: (a) This Agreement, and the Scope of Work, constitutes the entire Agreement between Customer and Seller and supersedes all prior written and oral agreements in relation to the work contemplated under this Agreement. (b) No amendments, modifications, or supplements to this Agreement shall be binding unless in writing and signed by both parties. (c) Any rejection of goods for being nonconforming under the requirements of this contract must be made by the Customer by sending written notification to Seller of the rejection within fifteen (15) days after their delivery. Such notification shall state the basis of the alleged nonconformity of the goods and the description of that portion of the shipment being rejected. (d) This Agreement shall not be in effect or binding upon Seller until signed by its duly authorized representative. (e) Customer may not assign its rights or delegate its duties hereunder without the specific, written consent of Seller.



Date: 2/15/2017 **Proposal Number:** O-107819 **Page 6**

9. WARRANTIES:

Any equipment provided by the Seller will be warranted for a period of One (1) Year from the date of the equipment or replacement parts are installed by Seller. Notwithstanding the foregoing, equipment and labor provided by Seller on any physical security equipment specified on the Equipment list attached hereto shall be warranted for a period of one (1) year from the date the physical security equipment or replacement parts are installed by Seller. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or other event beyond the reasonable control or fault of Seller, (iii) misuse, fault or negligence of or by Customer, (iv) use of the equipment or replacement parts in a manner for which they were not designed, (v) causes external to the equipment or replacement parts such as, but not limited to, water damage, power failure or electrical power surges or (vi) use of the equipment or replacement parts supplied by the Seller in combination with equipment or software not supplied by the Seller. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than Seller without Seller's prior written approval, or any use of replacement parts not supplied by Seller, shall immediately void and cancel all warranties with respect to the affected products.

PHYSICAL SECURITY - Notwithstanding the foregoing, and excluding inspections, equipment and labor provided by Seller on any physical security equipment specified on the Equipment list attached hereto shall be warranted for a period of one (1) year from the date the physical security equipment or replacement parts are installed by Seller.

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER IN CONNECTION WITH THE SERVICES PERFORMED AND EQUIPMENT PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

10. INSURANCE: Seller agrees to maintain the following insurance during the term of the Agreement with limits not exceeding the stated amount (a) Comprehensive General Liability Insurance covering bodily injury and property damage with a limit of \$2,000,000 per occurrence and \$2,000,000 general aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of \$1,000,000 per occurrence and (c) Automobile liability covering bodily injury and property damage with a combined single limit of \$2,000,000 per occurrence. If Seller is performing services on Customer's site, Customer will be named as additional insured under the Commercial General Liability policy only with respect to liability arising out of bodily injury or property damage but only to the extent resulting from the negligent acts or omissions of Seller or its willful misconduct arising out of the ongoing performance of its obligations under the contract. Seller does not waive its right to subrogation or provide copies of its policies, certified or otherwise nor does it provide endorsements.

11. FORCE MAJEURE Seller shall not be liable for any failure to perform or delays in installing or repairing equipment or systems, or for any interruption of any service to be performed hereunder, or in the performance of an obligation hereunder as a result of an event beyond its reasonable control, including, but not limited to, strikes, industrial disputes, fire, flood, acts of God, war, vandalism, riot, national emergency, acts of terrorism, embargoes or restraints, supplier default, extreme weather or traffic conditions, order or other act of any governmental agency, and shall not be required to supply any service to the Customer while interruption of such service due to any such cause shall continue. Service charges shall cease until service is resumed.

12. MUTUAL WAIVER OF DAMAGES: NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, LIQUIDATED, CONSEQUENTIAL, SPECIAL OR ECONOMIC LOSS, COST LIABILITY, DAMAGE OR EXPENSES HOWSOEVER ARISING, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT DUE TO NEGLIGENCE OF EITHER PARTY IN

13. ENVIRONMENTAL: Customer agrees and acknowledges that Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims, and liabilities associated with or incurred in connection with hazardous materials or substances upon, beneath, about, or inside Customer's equipment or property, and Customer shall be solely responsible for reporting the presence of said hazardous materials or substances to the proper governmental authorities. Customer further agrees and acknowledges that title to, ownership of, and legal responsibility and liability for any and all such hazardous materials and substances at all times shall remain with Customer and that Customer shall be solely responsible for the removal, handling, and disposal of all hazardous materials in accordance with all applicable governmental regulations.

14. EXPORT COMPLIANCE: Customer hereby represents and warrants that it will comply with the requirements of all applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations, in the performance of this Agreement and the treatment of Confidential Information herein. Customer agrees to indemnify and hold harmless Seller from any costs, penalties, or other losses caused by, or related to, any violation or breach of the representations and warranties in this provision. This provision shall survive any termination or expiration of this Agreement.

15. COMMERCIAL ITEMS: Seller agrees only to perform a contract for the sale of a commercial item on a fixed-price or time and material basis. The components, equipment and services proposed by Seller are commercial items as defined by the Federal Acquisition Regulations ("FAR") Part 2, and the prices in any resulting contract and in any change proposal are based on Seller's standard commercial accounting policies and practices, which do not consider, and will not meet, any special requirements of U.S. Government cost principles and procedures under FAR or similar procurement regulations.

16. GOVERNING LAW: This Agreement shall be interpreted in and governed by the laws of the State in which the work is to be performed including all matters of construction, validity, performance and enforcement. Attorneys' fees and other legal costs may be assessed. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and of equal force and effect.

17. COSTS AND ATTORNEYS' FEES: In the event that it shall become necessary for Seller to employ a collection agency or attorney to collect unpaid charges or any other sums Customer may owe hereunder, Customer shall be liable to Seller for Seller's reasonable and necessary costs of collection and attorneys' fees incurred in such collection activities. In the event of any other legal proceeding related to this Agreement, the prevailing party in such proceeding shall be entitled to recover its costs and reasonable attorneys' fees from the other party.

18. SEVERABILITY: If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction or an arbitrator to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.



Date: 2/15/2017 **Proposal Number:** O-107819 **Page 7**

19. SUBCONTRACTING: Seller shall have the right to subcontract, in whole or in part, any installations and/or services, including but not limited to, monitoring services and/or limited warranty/extended limited warranty services which Seller may perform. Customer acknowledges that this contract and particularly those paragraphs relating to Seller's limited liability, disclaimer of warranties, and third party indemnification, inure to the benefit of, and are applicable to, any assignees and/or subcontractors with the same force and effect as they bind customer to Seller.

20. NOTICES: All notices under this Agreement shall be in writing, signed, dated and sent by overnight courier or registered or certified U.S. mail, postage prepaid, return receipt requested, to the parties at the addresses shown below. All changes of address must be in writing and delivered as provided in this Section. Notices are deemed given when deposited, as described above, with the U.S. mail or in the overnight

Any such notice, if sent by the Customer to the Seller, shall be addressed as follows:

Attn: Red Hawk Fire & Security
7876 Stage Hills Boulevard Suite 104
Bartlett TN 38133

And if sent by the Seller to the Customer, shall be addressed as follows:

Attn: West Brothers Construction
Rob Winklepleck
5716 Highway 182 East
Columbus, MS 39702

**SIGNATURES CONSTITUTE ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN.
AGREEMENT VALID UPON SIGNATURE OF RED HAWK MANAGER.**

Red Hawk Fire & Security

West Brothers Construction

Proposed By:

Accepted By:



David Knight 2/16/2017
Account Representative Date

Rob Winklepleck Date
Project Manager

Accepted By:

Bill Riley Date
General Manager, Red Hawk Fire & Security

Rob Wink

From: Brad Whitfield <bradwhitfield75@gmail.com>
Sent: Monday, March 20, 2017 2:41 PM
To: Rob Wink
Subject: Re: TPD Additional Work Price

Sheetrock repairs and painting at areas adjacent to new vault door - \$ 3,500.00

Thank You

On Mon, Mar 13, 2017 at 2:26 PM, Rob Wink <RWink@westbrothersconstruction.com> wrote:

Brad,

The Chief has asked us to cut out the Narcotics vault door in the Crime Lab and replace it with the attached vault door. The existing door is in a CMU hollow metal frame 40" x 88". We are going to cut the sheetrock back one foot around the perimeter of the frame on the inside and outside of the vault. McCrary West is going to wet cut the existing CMU wall around the existing frame 4" wider on the left and right sides and flush at the top. We will infill a 5" header across the top to create a 48" wide x 83" tall rough opening for the vault door company to install the new door. Once the new door is installed, I need a price for you to patch sheetrock back to the perimeter of their new door on the inside and outside of the vault. You will need to figure a small rip and corner bead around the perimeter on both sides because of the wall type with hat channel and sheetrock at this location. And, repaint as necessary. Call me with questions.

Rob Winklepleck, LEED AP | Project Manager

West Brothers Construction

5716 Highway 182 East | Columbus, MS | 39702

p (662) 328-2438 | f (662) 328-2746 | c (662) 251-7727

--

Brad Whitfield
Estimator/Project Manager
Parker Roberson Painting, Inc.

From: buffybaldwyn <buffybaldwyn@aol.com>
Sent: Monday, March 20, 2017 1:39 PM
To: Rob Wink
Subject: Bolton Janitorial

Bolton Janitorial

PO Box 272

Baldwyn, MS 38824

Phone 662-808-0278

Email: buffybaldwyn@aol.com

To: R. Wink

Estimated Bid

Date: Mar. 20, 2017

For: Tupelo police dept.

DESCRIPTION	AMOUNT
General cleaning	\$473.66
Clean inside glass	\$150.00

TOTAL	\$623.66

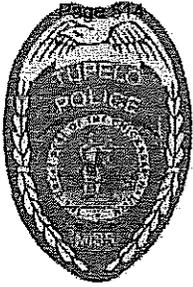
If you have any questions concerning this bid, contact Terrence Bolton@ 662-808-0278

Thank you for your business!

Change Order

The Tupelo Police Department is requesting authorization for a change order to install a GSA Class-5 rated vault door for the narcotics evidence vault. This change order will allow the Drug Enforcement Administration (DEA) to approve the storage of drug evidence while the cases are being analyzed and stored for court.

The installation of the GSA Class-5 rated vault door meets all DEA requirements and standards and is within the budget approved by the council.



Tupelo Police Department

Chief Bart Aguirre

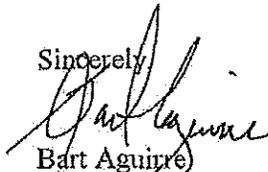
To: Mayor Jason Shelton & COO Don Lewis
CC: Council Members
Fr: Chief Bart Aguirre
Dt: February 1, 2018
Re: Special Police Detail – BancorpSouth Arena

Approved
2/6/18
AD

Ladies and Gentlemen:

I respectfully request that you allow all Tupelo Police Officers to be able to wear Police uniform and to have proper city issued equipment for help with security and deterrent at the BancorpSouth Arena. Officers are listed on the attached document. Liability and the fee for the officer's detail will come from BCSEA.

Sincerely,


Bart Aguirre
Chief of Police

- | | | | |
|----|--------------------|----|--------------------|
| 1 | AGUIRRE, BART | 48 | MILLER, JOSH |
| 2 | BELL, SAM | 49 | MILLER, L'BRIEN |
| 3 | BERRYMAN, ZACK | 50 | MILLS, KALEB |
| 4 | BOND, JAMES D. | 51 | MOORE, TYLER |
| 5 | BOWDRY, KEITH | 52 | NEISLER, DANIEL |
| 6 | BRAMBLE, JON | 53 | NARON, NEIL |
| 7 | BROWN, BRIAN | 54 | NELSON, DEREK |
| 8 | BROWN, CHAMILA | 55 | PARKER, JOEL |
| 9 | BROWN, CHRIS | 56 | PARKER JR., KEVIN |
| 10 | CALDWELL, JOSHUA | 57 | PETERS, JASON |
| 11 | CARNATHAN, ROBERT | 58 | PORCH, DANIEL |
| 12 | CARTER, JESSICA | 59 | PRICE, JON |
| 13 | CHIVERS, ALAN R. | 60 | RABENDA, PIOTR |
| 14 | CLAYTON, JACKIE | 61 | RAY, GEORGE |
| 15 | COOK, TYLER | 62 | RUSSELL, MICHAEL |
| | CUNNINGHAM, | 63 | SANDERSON, PHILIP |
| 16 | MITCHELL | 64 | SANDLIN, LYNETTE |
| 17 | DAVIS, JERRY | 65 | SANFORD, TERRY |
| 18 | DODSON, BRUCE | 66 | SENER, JOSEPH |
| 19 | DOSS, NICHOLE | 67 | SHEFFIELD, NATHAN |
| 20 | FARRAR, TORI | 68 | SHEPHERD, DANIEL |
| 21 | FLOYD, SCOTT | 69 | SMITH, BETHANY |
| 22 | FORMAN, JACOB | 70 | SUMMERLIN, MICHAEL |
| 23 | FRISON, TREMAINE | 71 | THORNTON, BRENT |
| 24 | GARRETT, GARY | 72 | TUBBS, AHMAD |
| 25 | GILBERT, JACKIE A. | 73 | TUTOR, DUSTIN |
| 26 | GILLEYLEN, TIFFANY | 74 | UHIREN, BENJAMIN |
| 27 | GRIFFIN, JEFFERY | 75 | UNDERWOOD, DUSTIN |
| 28 | GRISSOM, ERIC | 76 | VAIL, ROBERT |
| 29 | GUMM, JAMESON | 77 | WADE, STEVEN |
| 30 | HARPER, ROBERT | 78 | WARE, JUSTIN |
| 31 | HASSELL, CLAY | 79 | WEAVER, TREY |
| 32 | HENDRIX, PAUL | 80 | WEBB, JUSTIN |
| 33 | HENIUS, CHANTISE | 81 | WHITLOCK, JACOB |
| 34 | HILL, ANTHONY | 82 | WIGINTON, MATTHEW |
| 35 | HOOD, JAMES | 83 | WILKERSON, WALTER |
| 36 | HORTON, JOHN | | |
| 37 | JOHNSON, JONATHAN | | |
| 38 | JOHNSON, PATRICK | | |
| 39 | KLOAC, JAMES | | |
| 40 | KNIGHT, JOHN | | |
| 41 | LITTLEJOHN, JIM | | |
| 42 | MANNING, DAVIS | | |
| 43 | MANSELL, DOUGLAS | | |
| 44 | MARSHALL, JAY | | |
| | MCDUGALD, | | |
| 45 | CHARLES | | |
| 46 | MCKINNEY, DANIEL | | |
| 47 | MERRILL, ADAM | | |



Approved
2/6/18 (AD)

TUPELO POLICE DEPARTMENT

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

Memorandum

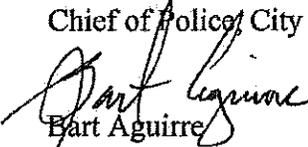
To: City Council Members
From: Chief Bart Aguirre
Subject: Surplus and Retirement
CC: Mayor Shelton, COO Lewis
Date: February 6, 2018

Please accept this letter as request to surplus Sergeant Samuel Lee Miller's duty weapon (Glock Model 17, 9mm) serial number TEB-912 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


Bart Aguirre

January 16, 2018

Chief Bart Aguirre
Tupelo Police Department
400 North Front Street
Tupelo, MS 38801

Dear Chief Aguirre,

Please find this letter as my formal announcement of retirement as Sergeant from the Tupelo Police Department, effective March 1, 2018. During this transition time, I will be using earned vacation, holiday and comp time.

I also would like to request that my duty weapon be surplused and I would be allowed to purchase my weapon as all other retirees have been allowed to do.

Thank you,



Sgt. Lee Miller





Tupelo Police Department

Chief Bart Aguirre

Approved
2/6/18 (AD)

Memorandum

To: City Council Members
From: Chief Bart Aguirre
Subject: Surplus
CC: Mayor Shelton, COO Lewis
Date: 01/12/18

Please accept this letter as a request to surplus the following vehicle for auction. The current vehicles have not been used for some time, and if the items are still working they have no value or useful life remaining to the Tupelo Police Department or the City of Tupelo.

1. 1995 Ford Taurus-Vin 1FALP52UXSA196862-Barcode 10531
2. 2010 Ford Crown Victoria-Vin 2FABP7BV4AX121967-Barcode 14814
3. Camper, Mobile Command Post-Ser 4X4TSMH296J030079-Barcode 12821
4. Travel Trailer (Camper)-Ser 10TP22X1038325-Barcode 11005

Thank you for your attention in this matter,

Chief of Police, City of Tupelo

A handwritten signature in cursive script that reads "Bart Aguirre".
Bart Aguirre

City of Tupelo
Department of Parks and Recreation



MEMO

Alex Farned, M.S.
Director

To: Mayor, Jason Shelton and City Council
From: Alex Farned
CC:
Date: 1/11/2018
Re: Approve/Reject Fixed Asset List from Parks and Recreation to be Surplused

Approved
2/6/18
(AD)

I would like to request that the Mayor and City Council approve the following items to be surplused from the Parks and Recreation fixed asset list.

- Please see the attached list

CITY OF TUPELO

DATE: 01/11/2018

AUCTION/SURPLUS FORM

RECEIVED BY:

DEPARTMENT: Parks and Recreation

ACCOUNTING USE ONLY				AUCTION/SURPLUS ITEM	ITEM QUANTITY	SERIAL NO.	PROPERTY TAG NO.	COST (\$)	Asset #
ITEM NO.	Dept #	STORED LOCATION	SALVAGE VALUE						
	76	AUCTION							
726	76	P&R Admin. Office		Nikon COOLPIX5400	1	3780536	6926		
727	76	P&R Admin. Office		Nikon COOLPIX5000	1	3551427	5982		11530
728	76	Athletics		2006 Field Marking Machine/Turf Liner	1	8A575	11557		1503
729	76	Athletics		2006 Field Marking Machine/Turf Liner	1	8A576	11558		1504
730	76	Grounds		TRAILER, KOENIG	1		10784		1517
731	76	Grounds		UTILITY TRAILER WHITE	1		11195		G01283
732	76	Grounds		91 SCOTT 16' UTIL TRAILER	1		11198		G01174
733	76	Joyner Shop/Vehicle		2001 DODGE P/U	1	3D7KC26W21M276122	PR17		1294 (FO8)
734	76	Joyner Shop/Vehicle		1990 IHC DUMP TRUCK	1	IHTSCCFN7LH2155	PR60		1173(FO8)
735	76	Athletics		2000-Vehicle, Utility (White Electric Club Car) Not working, but fixable	1	A9941-812936	10744		G05826
736	76	Athletics		2010-Cub Cart, 4 Passanger (old Softball Green Cart) not working, but fixable	1	AG00335-317281	3414		3414
		SCRAP							
	76	Athletics		1997-Cushman Groommaster, not working, parts only	1	97017521	11169		G03544
	76	Athletics		1993-Commercial Edger, not working, parts only	1	107225	11402		G01612
	76	Athletics		2005-Trailer, low profile, broken jack, damaged fenders	1	4UMTH20285M000654	10782		1501
	76	Athletics		Pressure Washer-Briggs & Stratton, not working, parts only	1	10-14384880			
	76	Athletics		Troy Bill Push Vacuum, not working, parts only	1	1J093H60290			
	76	Athletics		PUSH Brush Trimmer, not working, parts only	1	5202-??7641	warn off		
	78	Aquatic Center		Wibit Ramp, (inflatable) cannot be repaired	1		16075		4706
	76	Maintenance shop		23-26' Genie Platform Lift	1		11174		G03367
	76	P&R Admin. Office		Physio-control Lifepak AED Trainer	1	T9705-0040	2591		11992
	76	P&R Admin. Office		IPHONE 4/4S	1				
	76	P&R Admin. Office		Samsung Galaxy S4	1	65129276	15894		4715
	25	Museum		Troy B HP Tiller	1	769397	11200		G00926
	25	Museum		MOWER-GRASSHOPPER	1	487547/487760	11160		G04765



City of Tupelo

Jason L. Shelton
Mayor

Approved
2/6/18
AD

Water and Light
Johnny Timmons, Director

January 31, 2017

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Jettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

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

Dear Mayor Shelton and Council Members:

I respectfully request your approval to surplus the following items and remove them from our fixed asset list through your regular council meeting on February 6, 2018. After declaration as surplus, these items will be sold through the city's spring auction.

Description	Serial # / VIN #	ID #	Purchased
Hotpoint Stove	RB787BHBB	1200	06/30/2004
Whirlpool Dishwasher	FK3902335	1164	
Mecca Time Clock	304064362 (MJR-7000)	1168	12/20/2000
Royal 510 Typewriter	62049674	556	
Lexmark Z52 Printer	3070008768	1117	
HP Deskjet Printer	1220CSE	1203	
Canon Fax Machine	LC3170	1201	
2004 Dodge Ram 2500 3/4T	3D6WA28084G163761	Unit 19	12/13/2003
2004 Ford F-250 3/4T	1FDNX21L14EB72032	Unit 58	12/19/2003

If you have any questions, please call upon me.

Sincerely,

TUPELO WATER & LIGHT DEPARTMENT

Johnny N. Timmons
Manager

8112

**TUPELO WATER & LIGHT
CUSTOMER SERVICE AND COLLECTIONS**

BAD DEBT (Transfer to Bad Debt File)

For Period – July 2016 through Dec 2016

TOTAL REVENUE FOR THE PERIOD

<u>ELECTRIC</u>	<u>WATER & SEWER</u>	<u>SANTITATION</u>	<u>TOTAL REVENUE</u>
\$ 31,720,452	\$ 6,720,879	\$ 1,777,398	\$ 40,218,729

TOTAL UNPAID ACCOUNTS FOR THE PERIOD

<u>ELECTRIC</u>	<u>WATER & SEWER</u>	<u>SANITATION</u>	<u>TOTAL BAD DEBT</u>
\$ 24,867.86	\$ 9,088.06	\$ 9,03281	\$ 42,988.73

PERCENTAGE OF LOSS = .00105 %

JULY 2016		TUPELO WATER & LIGHT DEPT. WRITE OFF & BAD DEBT LEDGER					PAGE 1
ACCOUNT NUMBER	Name	Electric	Outside Light	Water	Sewage	Sanitation	TOTAL
700065-100065	RUFF,HOLLY N	131.35				43.86	175.21
700293-100293	JOHNSON,VERNESSIA F					31.85	31.85
700321-100321	CURTIS,LAUREN E	118.94				14.62	133.56
700578-100578	MCCAIN,DAMMON S	147.43				43.86	191.29
701021-101021	ALLEN,SHEMIKA S	47.62				43.86	91.48
701709-101708	WILSON,AMANDA J	244.88		14.70	9.92	31.94	301.44
702013-102013	FARRAR,AMANDA R	179.94				47.91	227.85
702051-102051	GROSS,ANGELA	65.98		28.11	25.46	47.91	167.46
702123-102123	WARD,BETTY J	62.18				40.94	103.12
702465-102465	RICHARDSON III,WILLIAM E	13.92					13.92
702782-102782	BROWN JR,MARION D	26.21		21.88	19.77	47.91	115.77
703507-103507	LEWIS,JENNIFER L					14.13	14.13
704058-104058	WRIGHT,GARY WAYNE					505.22	505.22
705489-105489	WEEKLEY,BENNY	2.82					2.82
706407-106407	BUMPHIS,KAYLA D	150.62		2.35	0.13	31.94	185.04
707316-107316	MARTIN,LINDA J	54.35		12.83	9.28	31.94	108.40
707358-107358	MOSES,NAKETHA R	185.42		63.82	60.03	47.91	357.18
707501-107501	MOORE,LONDON M	33.88				47.91	81.79
710283-110283	WESTBROOK JR,ELLIS T	123.52		3.63	2.26	41.91	171.32
710361-110361	HENDERSON,ADAM J					32.12	32.12
712376-112376	BAKER,LATOYA N	19.90				28.27	48.17
712508-112508	REESE,DILLON C	87.73				30.22	117.95
716014-116014	FIELDS,LAKISHA L	12.33					12.33

ACCOUNT NUMBER	Name	Electric	Outside Light	Water	Sewage	Sanitation	TOTAL
716968-116968	WILKERSON,DANIEL	58.51				52.17	110.68
717153-117153	CHATHAM,NATHAN P	58.07				39.39	97.46
718699-118699	POWELL,KARLA			16.85	9.10	29.28	55.23
719721-119721	LENOIR,VIJESSA L			5.81			5.81
720864-120864	SCHUMPERT,KENYADA S			1.64			1.64
721316-121316	JONES,ALESSA L			52.01	38.86	39.39	130.26
715130-115130	LOGAN'S ROADHOUSE			209.90	176.86		386.76
	TOTALS.....	1825.60	0.00	433.53	351.67	1366.46	3977.26

PAGE 2

AUGUST 2016		TUPELO WATER & LIGHT DEPT. WRITE OFF & BAD DEBT LEDGER					PAGE 3
ACCOUNT NUMBER	Name	Electric	Outside Light	Water	Sewage	Sanitation	TOTAL
700460-100460	SLOAN, SPENCER A	136.72				29.24	165.96
700536-100536	BOUDREAU, TERINA L	267.99				43.86	311.85
700555-100555	LANGSTON, MITCHELL K	20.95				29.24	50.19
700753-100753	BRADLEY, KWAEVIS	348.92		0.50	0.50	47.91	397.83
701219-101219	PANNELL, TAQUESA	221.05				43.86	264.91
701362-101362	JONES, SHANIQUA L					22.00	22.00
702112-102112	DAVIS, JACQULYNN R	36.41				33.63	70.04
703656-103656	CAROTHERS, KEISHA T	128.33				36.06	164.39
704352-104352	GOOLSBY, HENRY					490.10	490.10
704418-104418	CORLEY, SCOTT H					531.92	531.92
706239-106239	GODSEY, AMANDA N	29.33				25.02	54.35
706669-106669	DEVAUGHN, DENISE KAY	25.11				37.52	62.63
706702-106702	BAUER, TERRI A	68.57				10.23	78.80
706855-106855	GREEN, CHARLES HERMAN	25.30					25.30
706914-106914	BUCHANAN, FELICIA D					25.30	25.30
706936-106936	BETTS, TABATHA R	70.17				31.94	102.11
707164-107164	JACKSON, ADRIAN L					20.16	20.16
707169-107169	HUBBARD, CHIQUITA C	128.67			30.34		159.01
707373-107373	LINTON, DARRIEN L	640.76		51.40	42.96	47.91	783.03
708382-108382	KRUTZ, DENNIS W	15.88				31.94	47.82
709079-109079	BRISTOW, ROBERT E	384.52	27.82	435.13	82.08	63.86	993.43
709640-109640	SANDERS, WENDY M	88.05				47.91	135.96
710358-110358	PLAXICO, BRANDI L					45.24	45.24

ACCDUNT NUMBER	Name	Electric	Outside Light	Water	Sewage	Sanitation	TOTAL PAGE 4
711275-111275	WHITE,RANDALL E			31.34	29.28		60.62
712927-112927	GUYTON,CANDACE N	89.61				35.58	105.19
709129-109129	TUPELO BROADCASTING	242.24	8.68				250.92
706552-106552	DOUGLAS,DIANET P	26.76					26.76
711638-111638	EDWARDS,VALERIE V	64.83				45.25	110.08
711914-111914	PULLIAM,WILLIAM	136.74	42.64	38.55	51.11		269.04
712336-112336	BROWN JR,MARVIN L	12.81					12.81
713014-113014	BUMPHIS,MICHAEL W					38.38	38.38
713186-113186	BESTER,PRECIOUSS S	6.17					6.17
713993-113993	BLANCHARD,KEVIN B			54.53	11.90	47.91	114.34
716346-116346	MCCLADIE,TINA M	41.12				47.91	89.03
716579-116579	GREEN,LATASHA A	105.11				14.62	119.73
716804-116804	CAMPBELL,JOEL D	0.11		13.33	8.55	39.93	61.92
718986-118986	GREEN,JAHI D			12.53	4.63	11.71	28.87
719955-119955	GUYTON,CARRIE LEE			5.31		31.94	37.25
719966-119966	MARION,ORLANDO Q			22.06	40.09		62.15
719984-119984	BROWNLEE,ANDREA L			29.80	45.46		75.26
720812-120812	SHADY,DARREN					24.07	24.07
721805-121805	LEACH,CHADWICK W			88.27	52.17		140.44
	TOTALS.....	3342.23	79.14	782.75	399.07	2032.17	6635.36

SEPTEMBER 2016		TUPELO WATER & LIGHT DEPT. WRITE OFF & BAD DEBT LEDGER					PAGE 5
ACCOUNT NUMBER	Name	Electric	Outside Light	Water	Sewage	Sanitation	TOTAL
700165-100165	WILLIAMS,JASMINE J	31.62				43.86	75.48
700183-100183	GARDNER,JESSIE	20.23				43.86	64.09
700572-100572	EMBERY,LEJUAN D	219.63				37.04	256.67
700993-100993	KIRK,MICHAEL L	19.33				37.04	56.37
701037-101037	IVORY,KISHA D	174.92				43.86	218.78
701057-101057	GREEN,TOYLICIA R	24.43				29.24	53.67
701063-101063	MILLER,MICHAEL S					28.88	28.88
701073-101073	MCGEE,AMBER S	18.39				38.50	56.89
701488-101488	COLTHARP II,MADISON E	113.28				46.31	159.59
701696-101696	MCGEE,PATERA C	226.69	21.86	250.06	205.56	47.91	752.68
701718-101718	MCCOMB,ANGELA R	8.98					8.98
702109-102109	WASHINGTON,FAYE D	181.40				43.86	225.26
702126-102126	DAVIS,GAIL ANN	37.40				43.86	81.26
702134-102134	FAIR,DALITHA	165.00				38.99	203.99
702184-102184	YOUNG,DENISE K	157.47				43.86	201.33
702246-102246	GATES,TAMIKA L	356.80				31.94	388.74
702614-102614	SHARP,SHENIKA	103.57				37.80	141.37
704071-104071	ADDERHOLT,THOMAS D			48.00	472.80		520.80
704174-104174	CAMP,BRYANT C			3.49			3.49
704411-104411	VINCENT,WESLEY					395.31	395.31
704436-104436	MAYHALL,JUDY				62.65	281.58	344.23
705387-105387	ALHAG,AKEEL A					41.39	41.39
705643-105643	STRONG,BOBBY J	203.71		32.03	27.23	47.91	310.88
705648-105648	NICHOLS,LITURICA S	47.64		4.68		47.91	100.23

ACCOUNT NUMBER	Name	Electric	Outside Light	Water	Sewage	Sanitation	TOTAL
706677-106677	CRECEY, ANASHIA L	4.01				27.29	31.30
707466-107466	WILLIAMS, DEIRDA Y	115.00				15.97	130.97
707660-107760	BRIM, JAMES GRAY	215.29				31.94	247.23
707937-107937	DENMAN, SAMMY L	91.54				47.91	139.45
707987-107987	MATTHEWS, JUANITA S	6.81					6.81
708121-108121	EHREN, LOGAN P	43.50				43.86	87.36
709184-109184	ISBY, ROBERT E	186.74		6.68	1.94	47.91	243.27
709193-109193	JOHNSON, MYRANDA L					27.68	27.68
709370-109370	EUBANK, AMANDA A	150.92		7.59	2.69	36.20	197.40
709999-109999	HENDRIX, LESTER	282.62		31.68	26.94	47.91	399.15
711993-111993	TOLIVER, SHENQUA R	191.97				46.85	238.82
712403-112403	GATES, TASHA M					35.99	35.99
712408-112408	HUGHES, JANISFER T	90.09				42.89	132.98
712486-112486	BOETTCHER, CALEB A	38.25				35.58	73.83
712960-112960	BEEKS, SANDRA L	32.31		60.29	47.50	37.52	177.62
713002-113002	WARD, LISA N	2.29					2.29
713057-113057	WEATHERSPOON, CHOEISH A					39.86	39.86
713083-113083	WARD, GREGORY	56.30		12.67	10.77	14.62	94.36
713117-113117	WELLS, CRYSTAL S	116.98				52.14	169.12
713147-113147	FORD, CLYDE E	272.63		4.92	0.44	45.25	323.24
713170-113170	CLIFTON, ELLA MAE	106.27		2.78		45.25	234.30
713194-113194	HARRISON, SHARON J	133.37		4.92	0.44	45.25	183.98

ACCOUNT NUMBER	Name	Electric	Outside Light	Water	Sewage	Sanitation	TOTAL
713925-113925	BRYAN,PATRICIA A	165.54				21.83	187.37
714111-114111	WESTPHAL,AMANDA P	556.37		12.31	2.97	41.52	613.17
714367-114367	KOWALCZYK,AMY L			3.71		37.26	40.97
716106-116106	HOULE,JUSTIN K	0.00		0.00	0.00	0.00	0.00
716349-116349	NICKSON,REBECCA L	106.16				43.12	149.28
718039-118039	HERL,JULIE F			17.92	2.80	31.94	52.66
718250-118250	SCHILTZ,RUBY A			71.32	47.91		119.23
719734-119734	HUDSON,ONIE MAE			55.12	13.54	46.31	114.97
719735-119735	WILLIAMS,JACQUELINE			21.09		44.18	65.27
719745-119745	LAKE,KAREN ANN			46.57	4.38	43.65	94.60
719880-119880	EACHOLES,ELAINE			0.42		36.73	37.15
720023-120023	IVY,CHRISTOPHER L			48.21	29.74		77.95
720064-120064	MCMILLIAN,JOE			16.18	15.26		31.44
720105-120105	GRAY,BRENDA D			33.95	14.44		48.39
720142-120142	BIRDSON,ALGEARLD			34.10	14.66		48.76
720144-120144	MOORE,LAKESHA S			97.48	104.63		202.11
721611-121611	JOHNSON,ADDIE			70.58	23.89	51.10	145.57
	TOTALS.....	5165.45	21.86	999.35	1133.18	2616.42	9936.26

OCTOBER 2016		TUPELO WATER & LIGHT DEPT. WRITE OFF & BAD DEBT LEDGER					PAGE 8
ACCOUNT NUMBER	Name	Electric	Outside Light	Water	Sewage, Sanitation	TOTAL	
700029-100029	WALKER,KIRSHIEKA M	43.68			32.16	75.84	
700061-100061	NORWOOD,AUDREANNA L	147.86			40.94	188.80	
700435-100435	CAMERON II,DAVID	107.51			29.24	136.75	
700583-100583	DODGE,AMANDA JO	102.42			34.11	136.53	
700858-100858	MOORE,TABATHA A	367.64			44.18	411.82	
701014-101014	BOWDRY,SHANIQAQ Q	147.73			42.89	190.62	
701173-101173	HALL,HENRY	126.94			42.89	169.83	
701209-101209	FREEMAN,CONNIE	224.36			43.86	268.22	
701545-101545	PACHECO III,JAUN	133.11			44.72	177.83	
300184-100217	ALLEN,AKEITA R	97.97			15.11	113.08	
701756-101756	TAYLOR,MARY D	4.57				4.57	
200461-100516	DUKE JR,PHILLIP S	104.73			43.86	148.59	
200887-100943	GRAHAM,AUSTIN L				20.50	20.50	
200953-100984	WILLIAMS,VICTORIA L	175.61			43.86	219.47	
200977-101012	WARD,DALLEASHA M	270.94			43.86	314.80	
300991-101026	GRIFFIN,BREANNA D	8.83			26.32	35.15	
201016-101056	WILLIAMS,VONTESSA C				34.59	34.59	
201057-101099	ROBINSON,CAMERON W				43.53	43.53	
301286-101324	LONG,LACHASSITY C	22.22			51.11	73.33	
301436-101480	MORAN,JOSHUA	5.75			45.25	51.00	
301677-101725	BROWN,LAKICIA D				37.00	37.00	
201711-101770	PRATT,FELECIA D	11.15				11.15	
701998-101998	BANKS,TEMPEST T	40.73		235.85	95.52	30.34	
702048-102048	FIELDS,VALERIA S	97.47			31.94	129.41	
720099-120099	LARKIN,YAKITA			28.36	18.05	46.41	

ACCOUNT NUMBER	Name	Electric	Outside Light	Water	Sewage	Sanitation	TOTAL
702153-102153	REED, TIRANEY R	180.33				29.24	209.57
702307-102307	MR CORN SNACK BAR/LUCERO CERVANTES	363.72					363.72
702514-102514	MONTGOMERY, SHERRY	3.59				28.21	31.80
702768-102768	EDINBURGH, JOSEPH M	189.01				47.91	236.92
703738-103738	EDMONDS, QADRY T	193.88				39.47	233.35
704204-104204	MINOR, KEVIN T			40.33	22.25		62.58
705125-105125	REESE'S BODY & PAINT/JACOB REESE	563.62					563.62
705160-105160	MAYES, ELIZABETH					292.36	292.36
705711-105711	GARDNER, ROSIE L	344.95		240.11	207.38	42.05	834.49
705927-105927	GRIFFIN, DEBRA M	345.96				43.12	389.08
707110-107110	BURNIS, RICHARD P	416.70		5.87	4.29	28.75	455.61
708055-108055	THOMPSON, ASHLEY N	142.05				47.91	189.96
708448-108448	HINGLETON, JR, ROBIN L	154.36				43.86	198.22
708641-108641	WALTON, SURWANDA D	370.76		19.21	13.82	43.65	447.44
708667-108667	CARTER, SHUNARA R	224.13	18.57			41.52	284.22
709206-109206	LITTLE, T E	170.48		32.54	29.38	47.91	280.31
709642-109642	RICHARDSON, RODERICK	137.62				46.31	183.93
710219-110219	GANDY, SHAMIKA S	8.40		19.54	9.89	36.06	73.89
710246-110246	OGDEN, SIDNEY R	13.95				38.86	52.81
710256-110256	FOY, TIMOTHY L					22.48	22.48
710758-110758	FOWLER, KAITLYN			65.98	20.61	46.85	133.44
710887-110887	BEACHUM, JASON T	28.68				28.64	57.32
706295-106295	SMITH, ARLEISHA C	262.52		9.19	4.23	45.78	321.72
720046-120048	BURDINE, CHARITY M			53.40	55.61		109.01
716812-116812	BURKETT, KIMBERLY M	17.25				15.97	33.22

PAGE 9

ACCOUNT NUMBER	Name	Electric	Outside Light	Water	Sewage	Sanitation	TOTAL PAGE 10
301513-101552	CLARK COMPUTERS & SVC/KATHLEET CLARK	216.00					216.00
720653-120653	HARRELL,ALICIA N			25.07	17.30	31.94	74.31
711086-111686	HOLLIMAN,AMY M	37.94				24.49	62.43
721837-121837	JONES,RANDY L			16.94			16.94
714296-114296	KNOWLES,LAKESHIA L			39.90		41.52	81.42
720149-120149	MASSEY,ELIZABETH A			48.37	41.82		90.19
711598-111598	MCCLINTON,FIELD	25.32				29.24	54.56
714068-114068	MORRIS,DONNIE J	25.95				37.26	63.21
713962-113962	RAMIREZ,ALEJANDRO	481.64		31.17	24.84	47.91	585.56
713953-113953	REESE,JACOB W	205.49		26.94	20.50	47.91	300.84
712459-112459	ROGERS,KATHRYN H	1.73					1.73
717468-117468	RUSSELL,JAMES M	268.13		3.62	0.10	38.39	311.24
718299-118299	SMITH,ANTHONY S			90.50			90.50
720050-120050	WARD,SHON L			93.53	72.05		165.58
713121-113121	WELLS,JIMICA S	47.93		69.05	65.16	39.47	221.61
714136-114136	WELLS,RICQUEL D	25.26				43.86	69.12
716829-116829	WILSON,APRIL M	19.36					19.36
307208-107243	WALTON,LAKESHIA R	464.81	15.34	30.54	28.96	34.60	574.25
306209-106201	STEWART JR, BOBBY G	355.08		23.88	16.83	52.70	448.49
306211-106263	KENDRICK,CHRISTOPHER J	84.43				33.54	117.97
713381-113381	BANKS,STACEY LEE	104.22				45.25	149.47
302138-102233	HARPER,DEREK	320.18		3.23	0.10	43.05	367.19
216632-116155	SMITH,KRYSTAL R	16.25		37.14	32.51	47.91	133.81
700971-100971	MCCANTS,DEON C	19.54				43.86	63.40
	TOTALS.....	9092.44	33.91	1290.26	801.23	2563.67	13781.51

TURNER

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TURNER SERVICE AGREEMENT

THIS SERVICE AGREEMENT (this "Agreement") is entered into as of December 8, 2017 and made effective as of February 1, 2018 by and between Tupelo CVB, located at P.O. Drawer 47, Tupelo, MS 38802 (hereinafter "Company") and TURNER PR (dba TURNER), 1614 15th Street, Fourth Floor, Denver, Colorado 80202 and 250 W. 39th Street, Suite 1602, New York, NY 10018 (hereinafter "TURNER").

EXPLANATORY STATEMENT

TURNER possesses substantial knowledge, expertise and experience in the area of development and implementation of public relations programs and campaigns. Company recognizes that TURNER's knowledge, expertise and experience may contribute to the success of Company and desires to obtain TURNER's services as set forth herein. TURNER, in turn, desires to provide the services set forth herein in accordance with, and for compensation, as further set forth herein.

AGREEMENT

Accordingly, in consideration of the mutual covenants and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TURNER and Company agree as follows:

1. RETENTION OF TURNER

1.1 Duties and Status.

- a. Company hereby engages TURNER to serve as an independent contractor for the period specified in Section 4 (the "Service Period") as well as any "Renewal Service Period" (defined below), and TURNER agrees to perform such services, on the terms and conditions set forth in this Agreement. During the Service Period and Renewal Service Period(s), TURNER shall exercise such authority and perform such duties as are necessary for supervising and managing the tasks and functions for the services provided under this Agreement. In the event TURNER subcontracts for services to be provided by personnel other than employees of TURNER, it agrees to obtain prior consent from Company.

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- b. TURNER shall perform the services and duties for Company set forth on Addendum A, which is incorporated herein by this reference.
- c. TURNER shall perform the services as an Independent contractor for Company, and it is expressly acknowledged and agreed that TURNER is not an employee, servant, agent, partner or joint venturer of Company.

1.2 Compensation and General Benefits.

As consideration for its services under this Agreement, TURNER shall be compensated as follows:

- a. Company shall pay TURNER for the services during the Service Period and Renewal Service Period(s) as set forth on Addendum B, which is incorporated herein by this reference. Although TURNER may utilize subcontractors to perform services under this Agreement, Company shall not be responsible for payment of subcontracted personnel unless agreed upon and memorialized by prior written agreement. Further, as an independent contractor, TURNER retains responsibility for payment of all income tax, unemployment and worker's compensation insurance, as well as all other employment related taxes arising out of the performance of services under this Agreement.
- b. In addition to the compensation set forth in Addendum B, Company shall pay TURNER for all project related travel including airline fares, rental cars, food and beverage, and hotel expenses and for all costs and expenses incurred by TURNER in connection with rendering the services hereunder, including without limitation, postage-courier-FedEx fees used for client services, supplies purchased for a client event or campaign, newswire services, printing, social media monitoring (if retained for social media). An estimated budget of these expenses is contained in Addendum A. Should it be contemplated that estimated expenses will exceed budgeted amounts, Company shall agree in writing to such expenses prior to them being incurred. Approved amounts shall be payable within forty-five (45) days of receipt of a monthly expense report, and shall be payable in an amount equal to the actual approved cost incurred by TURNER. Company shall also pay an administrative fee of \$400 per month for TURNER office administration and media tracking services in connection with the services provided hereunder.
- c. In addition to TURNER's other remedies, TURNER shall be entitled to suspend services hereunder for any payment(s) not timely made to TURNER by Company. Company will still be responsible for contractual agreement if work is halted while funds are received.

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2. COMPETITION; CONFIDENTIAL INFORMATION

TURNER recognizes that due to the nature of its engagement hereunder, and the relationship of TURNER to Company, TURNER will have access to and will acquire, and may assist in developing, confidential and proprietary information relating to the business and operations of Company, including without limitation, information with respect to Company's present and prospective products, customers, agents, processes, and sales and marketing methods. TURNER acknowledges that such information has been and will continue to be of central importance to the business of Company and that disclosure of it to or its use by others could cause substantial loss to Company. TURNER accordingly agrees as follows:

2.1 Non-Competition.

- a. During the Service Period and Renewal Service Period(s) for a period of two (2) years thereafter, TURNER will not individually or as owner, partner, agent or employee, except for the account of and on behalf of Company, engage in any activity directly competitive with the business of Company. However, no provision within this Section 2 shall prohibit or hinder TURNER from performing consultation services for any person or entity.
- b. Further, nothing in this Section 2 shall be construed to prevent TURNER from owning, as an investment, not more than one (1) percent of a class of equity securities issued by any competitor of Company or its affiliates and publicly traded and registered under Section 12 of the Securities and Exchange Act of 1934.

2.2 Confidential Information.

TURNER will keep confidential any trade secrets, confidential and proprietary information of Company and its affiliates which may become known to TURNER as a result of its association with Company and shall not at any time disclose any such information to any person, firm or corporation, or use the same in any way other than in connection with the business of Company during and at all times after the expiration of the Service Period or any subsequent Renewal Service Period. For purposes of this Agreement, "trade secrets or confidential or proprietary information" means information marked confidential and confidential information will be properly destroyed or returned to Company at the conclusion of the Service Period or any subsequent Renewal Service Period.

2.3 Intellectual Property.

Notwithstanding any provision to the contrary, all information, ideas, software, inventions, modifications, improvements or other materials developed by Company and its subcontractors that relate to the methodologies and materials previously developed by Company

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and its subcontractors, shall remain the sole property of Company and the subcontractors. Company shall have sole ownership of those materials and business processes specifically created for Company by TURNER. Similarly, all information, ideas, software, inventions, modifications, improvements or other materials developed by TURNER or its subcontractors which relate to the methodologies and materials previously developed by TURNER and its subcontractors, shall remain the sole property of TURNER and its subcontractors.

2.4 Recruitment and Hiring of Personnel.

During the term of this Agreement and for a period of one year (12 months) after its termination, the Company agrees not to actively recruit or hire, or retain the service as an independent contractor, any employee of TURNER.

3. REMEDIES FOR BREACH

It is recognized that damages in the event of breach of Section 2 by TURNER or Company would be difficult, if not impossible, to ascertain and it is, therefore, agreed that the non-breaching party, in addition to and without limiting other remedies, shall have the right to an injunction or other equitable relief in any court of competent jurisdiction, enjoining any breach of Section 2.

4. SERVICE PERIOD; TERMINATION

4.1 Duration.

- a. The Service Period shall commence on the date of this Agreement and continue until the close of business on September 30, 2018, eight (8) calendar months following the date of this Agreement.
- b. Notwithstanding the provisions of subsection 4.1(a) this Agreement shall automatically renew for one (1) year periods without notice given by either party to the Agreement (each subsequent one (1) year terms shall be referred to as a "Renewal Service Period"); however, TURNER shall have the option to notify Company in writing one hundred and twenty (120) days prior to any subsequent Renewal Service Period to revise the scope of work set forth in Addendum A and fee schedules set forth in Addendum B.

4.2 Termination.

- a. Either Company or TURNER may terminate this Agreement at any time upon ninety (90) days' prior written notice, subject to the provisions set forth in paragraphs (b) and (c) below.
- b. If TURNER is terminated by Company for cause, as defined below, or if TURNER voluntarily terminates this Agreement, Company's obligation to

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pay any further compensation under Section 1.2 shall terminate on the same date as the effective date of termination. Any compensation then earned by TURNER shall be due and payable immediately. If TURNER is terminated by Company for any reason other than for cause, the provisions of Section 1.2 shall remain in effect until the expiration of the Service Period if the termination occurs during the Service Period, or at the expiration of the most recently entered into Renewal Service Period, and the compensation obligation shall continue through the Service Period or Renewal Service Period respectively. If termination is given, Company shall pay retainer, expenses and administrative fees through the end of the 90 day notice period.

- c. As used herein, the term "cause" shall mean that TURNER shall have in the reasonable judgment of Company, and after ten-day advance written notice from Company:
- (1) committed any act of fraud, embezzlement, or gross misconduct;
 - (2) expressly violated written corporate policy or rules of Company; or
 - (3) materially breached any covenant or obligation under this Agreement with Company.

5. OBLIGATIONS OF COMPANY

During the Service Period or any subsequent Renewal Service Period, Company shall provide TURNER with any and all information and materials reasonably necessary for TURNER to successfully perform the services required under this Agreement.

6. NOTICES

Any notices, requests, demands, and other communications provided for by this Agreement shall be sufficient if in writing and if sent by registered or certified mail to TURNER at its address as set forth above, or in the case of Company, at its principal executive offices, located at its address as set forth above.

7. NO WAIVER

No waiver by either party of breach by the other party of any provision of this Agreement shall be deemed or construed to be a waiver of any subsequent or continuing breach of the same or any other provisions of this Agreement.

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8. AUTHORITY

Each person signing this Agreement hereby represents that he or she has the express authority to sign on behalf of the entity set forth and to thereby bind the entity to the terms herein.

9. GOVERNING LAW

This Agreement shall be interpreted, construed under, and governed by, the laws of the State of Mississippi.

10. SEVERABILITY

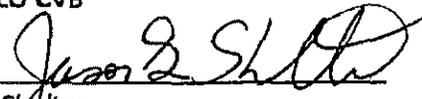
This Agreement is intended to be performed and enforced in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any person, entity or circumstance shall, for any reason, and to any extent, is held to be unlawful, invalid or unenforceable by a court of law, the remainder of this Agreement and the application of such provisions to the other persons or circumstances shall not be affected thereby, however, shall be enforced to the greatest extent permitted by law.

11. ENTIRE AGREEMENT; BINDING EFFECT; ASSIGNMENT

This written Agreement constitutes the entire agreement between the parties. This Agreement may only be modified by written agreement executed by all parties hereto. The provisions herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, devisees, administrators, successors and assigns; however, no party to this Agreement may assign its rights and obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

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

TUPELO CVB

By: 
Jason Shelton
Its: Mayor
Date: February 7, 2018

TURNER PR (dba TURNER)

By: 
Christine Turner
Its: President
Date: January 9, 2018

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ADDENDUM A: Scope of Work for Tupelo CVB February 1 through September 30, 2018

Our proposed scope of work will consist of two key phases - Development Phase and Implementation phase. Outlined below you will find the core of those two phases in addition to the additional scope options and the respective pricing.

I. Development Phase

- Conduct team immersion and full audit in order to develop strategy and plan.
- Create integrated PR plan for the targeted contract period scope of work. Our plan will include approach, strategies and tactics.
- Create a targeted Top 100 publication list, with supplementary top-10 influencer list that directly relates to agreed upon priority outlets and focus initiatives.
- Draft tailored media pitches for our designated scope of work, including monthly editorial calendar of pitches with themes identified in the strategy document.
- Update internal pitch document featuring short- and long-lead angles, to be shared with Visit Tupelo.
- Audit existing materials and draft any additional media materials required - including but not limited to story idea documents, fact sheets, bios, tip sheets, etc.

II. Implementation Phase

- Once the strategy is complete and approved, we will continue to pitch media and execute all approved short and long lead programs presented in our plan. Ongoing tasks in this include the following:
- Act as the City of Tupelo's news bureau/press office for U.S. media ensuring all inbound and outbound media leads are handled in a timely manner. Fulfill information and image requests by journalists.
- Launch each strategic media announcement via a strong PR campaign to key journalists. Our strategic plan will outline one theme per month as well as specific goals per category of media. TURNER will tailor personal pitches per each journalist.
- We find a majority of quality coverage comes from proactive pitching efforts; as such, this is where a bulk of our efforts and agency time is typically spent. We will review priorities with your team each month and shift agency time accordingly when executing larger initiatives or timely narratives to ensure you are receiving the best, most impactful coverage possible.
- Write and distribute SEO-driven press releases, as account time permits, throughout the contract period. (Please note that TURNER does not recommend oversaturating the media with press releases, and should instead target media with proactive pitching, as it has proven to deliver stronger and more relevant coverage.)
- Provide social media support via sharing link to available social channels for journalists visiting the destination as well as for media outlets that have provided significant coverage of the destination and its partners.

- Representation at SATW, TBEX, PRSA, TMAC and other conferences or industry meetings TURNER attends. We're members of all these organizations, which presents an added value for our clients by proactively pitching our clients to attending media.
- Comprehensive tracking, monitoring of media coverage for formal monthly PR report.
- Monthly meetings to review PR report, up-to-date budget, current priorities, upcoming initiatives, updates and brainstorming for upcoming pitches.
- TURNER will provide crisis communications as needed and within budgeted scope of hours.

Our monthly retainer will come to \$5,500 per month plus a \$400/month administrative fee will provide approximately 37 hours of account service per month.

This will include the development and implementation phase described previously and the following additions:

- Arrange for one group press tour during the length of the contract (8 months).
Our focus is less on quantity and more on the quality of journalists we recommend for a visit, ensuring hard costs and time spent arranging these visits translate to impactful results. The bulk of our time will be spent on proactive pitching, securing articles in top-tier publications where editorial policies may not allow media hosting.
 - Organize and staff one group press tour (goal of 4-5 journalists on the trip or as budget permits). Agency to handle invitations, coordination and travel logistics for journalists.
 - Conduct all follow-up with the visiting media, including post-trip information, planned placement, images, interview needs. Provide forecast for coverage and copies of coverage once available.
- Organize and staff one key city media tour (market to be confirmed) securing 8-10 media appointments over 2.5 days.

Note: Media activations outside of the above scope of work, or outside of account hours, will require a project fee and client pre-approval.

**Estimated Travel-Related Costs and Program Expenses to Implement Scope of Work
8-Month Program**

Estimated Travel-Related Costs:	
Team Immersion (\$700 x 3 Staffers) (Excludes accommodations, meals and key tourism experiences in destination)	\$2,100
Group Press Visit with TURNER Escort (\$600 x 5-6 PAX) (Excludes accommodations, meals and key tourism experiences in destination)	\$3,000 - \$3,600
Key Market Media Tour	\$2,000 - \$2,500
Media Meetings Budget – Proactive Pitching (\$150 x 8 Months)	\$1,200
Transportation Budget (Rental Cars/Taxi/Uber/Train) (\$250 x 10 Trips)	\$2,500
Contingency Budget (May include but not limited to: courier charges for journalist deliveries, un-hosted meals on client approved business trips, internet charges, cell phone costs, etc.)	\$3,000
Estimated Total for Travel-Related Expenses:	\$13,800 - \$14,900

Note: For all travel within Tupelo, It is expected that the City will cover accommodations, meals and destination experiences for all trip participants (including TURNER staff members) by securing them on a complimentary basis by the local tourism community.

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ADDENDUM B:

Retainer, Admin Fees and Expenses for Tupelo CVB, February 1 through September 30, 2018

RETAINER:

Public Relations Retainer is \$5,500 per month for approx. 37 hours

<u>Work Period</u>	<u>Retainer Fee*</u>	<u>Admin Fee</u>	<u>Payment Due</u>
February 2018	\$5,500	\$400	Upon forty-five (45) days
March 2018	\$5,500	\$400	Upon forty-five (45) days
April 2018	\$5,500	\$400	Upon forty-five (45) days
May 2018	\$5,500	\$400	Upon forty-five (45) days
June 2018	\$5,500	\$400	Upon forty-five (45) days
July 2018	\$5,500	\$400	Upon forty-five (45) days
August 2018	\$5,500	\$400	Upon forty-five (45) days
September 2018	\$5,500	\$400	Upon forty-five (45) days
Total Fee:	\$44,000	\$3,200	

EXPENSES:

*Retainer fees do not include out of pocket expenses such as airline tickets, hotel fares, food and beverage, postage or printing requested for client campaigns, newswire services, supplies or special purchases for events or campaigns, video production, social media monitoring, etc. Company shall also pay an administrative fee of \$400 per month for TURNER office administration and media tracking services in connection with the services provided hereunder.

Event execution & production for events will be bid separately on a project basis. Retainer & administrative fees are due upon forty-five (45) days each month (work is halted if late) for the upcoming months of services. Client will still be responsible for contractual agreement if work is halted while funds are received. Wire or ACH payments can be set up; related fees must be paid by Company. Expenses are billed at the end of each month and are due upon forty-five (45) days.

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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

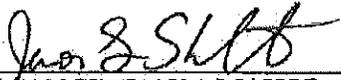
Approved 1-18-18
Ratified 2/6/18 (AD)

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 SHELTON, MAYOR

Date: January 19, 2018

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

By: 
TOMMY M. MORGAN
Its: Trustee

Date: 1-22-2018

By: 
ANNETTE M. NEWBORN

Date: 1-22-2018

REAL ESTATE OPTION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of January, 2018, by and between, The City of Tupelo, Mississippi a municipal corporation (hereinafter referred to as "Seller"); and Hancock Estates, LP, a Mississippi limited partnership, (hereinafter referred to as "Buyer"), for and in consideration of the promises herein contained:

WITNESSETH:

1. RIGHT TO PURCHASE: Seller hereby grants unto Buyer the exclusive right and option to purchase, under the terms and conditions hereinafter set forth, that certain real property owned by Seller and located in the City of Tupelo, Mississippi, containing approximately 8 acres, more or less, and being more particularly described on Exhibit "A", attached hereto and made a part hereof (the "Property"), together with all appurtenances and easements thereto belonging or in anywise appertaining to the subject Property.

2. TERM OF AGREEMENT: Buyer shall until September 30, 2018, within which to exercise this option (the "Initial Term"). In order to exercise its right to extend the term hereof, Buyer must give Seller written notice of its intention to extend the term hereof, prior to the end of the Initial Term as provided for herein.

3. EXERCISE OF OPTION: In the event Buyer elects to exercise this option, Buyer must give Seller written notice of its intention to do so either delivered by hand or sent to Seller as provided herein. If the last day within which to give notice of exercise of this option falls on Saturday, Sunday, or a holiday, this exclusive right to purchase may be exercised by giving notice in the above manner on the next business day.

4. CONDITIONS PRECEDENT: Seller understands that Buyer will not be able to use the Property, and therefore will not be likely to purchase the Property unless certain conditions

Approved 1-4-18
Ratified
2/6/18

or facts as to the Property are satisfied or verified, in Buyer's reasonable discretion, during the term of this Agreement and continue to exist on the date of Closing. These conditions are:

(i) That Seller be able to convey title to Buyer in fee simple by General Warranty Deed, that Seller's title will be insurable and marketable and subject only to the following exceptions and restrictions:

- (a) Ad valorem taxes for the year of transfer;
- (b) Zoning laws and regulations of the City of Tupelo, Ms
- (c) Any oil, gas and other minerals in, on or under the subject property reserved or conveyed by prior owners, with a waiver of surface rights;

(ii) An award of Section 42 tax credits under the 2018 Mississippi Allocation Cycle and the syndication closing thereof,

(iii) Clear Phase 1 Environmental Report

Buyer and Seller understand that the period of time established by this Agreement for the Initial Term and the Extension Term, is to permit Buyer to undertake the investigations and procedures necessary to verify that the above conditions can be satisfied or facts verified and to make application for the tax credits as described herein. In the event these facts and conditions cannot be verified or satisfied, the Buyer shall have the right to:

- (a) Terminate this Agreement;
- (b) By agreement of Buyer and Seller, the term of this Agreement may be extended for such additional periods of time as may be reasonably necessary, but in no event to exceed ninety (90) days from the date that the second extension expires to permit Buyer and/or Seller to satisfy any of these facts and conditions.

5. SELLER'S WARRANTY: Seller warrants and represents as of the date hereof and as of the Closing Date that:

(i) Seller is the true, sole and lawful fee simple owner of the Property and that Seller will be able to convey to Buyer fee simple, insurable and marketable title, subject only to the Permitted Exceptions.

(ii) Seller has the authority to enter into this Agreement and can perform all obligations of Seller hereunder without the consent or approval of any third party.

(iii) To the best of Seller's knowledge, information and belief, there are no claims, proceedings or other actions, either pending or threatened, against Seller's right, title and interest in and to the Property and should such a claim arise during the term of the Agreement, Seller shall have the option of canceling this Agreement or defending any such action.

(iv) In the event Buyer exercises its right to purchase the Property, Seller will close the sale of the Property as contemplated under the terms of this Agreement with Buyer or its assignee.

6. BUYER'S RIGHT TO INSPECT: Buyer and its agents or representatives shall have the right of ingress and egress over the Property at all times during the term of this Agreement for the purpose of inspecting the Property and making such surveys, soil borings, environmental inspections, and other tests as Buyer deems necessary to determine the suitability of the Property for the conduct of Buyer's business thereon; provided, said tests shall not be exercised as to damage the Property or to interfere with the use or occupancy by Seller. Buyer agrees to indemnify and hold Seller harmless against loss or damage from claims arising, out of Buyer's conduct of its tests and investigations on the Property. Buyer shall also have the right to erect temporary signs on the Property for the purpose of announcing its development and tenants and occupants thereof.

7. Purchase Price: The buyer will pay the sum of \$300,000.00 subject to adjustments and prorations as provided for herein.

8. CLOSING: The risk of loss shall remain with Seller until Title is conveyed.

(i) In the event Buyer elects to purchase the Property and so notifies Seller in writing, then the Closing, will be held on a date to be chosen by the Buyer which date shall be no later than thirty (30) days after Buyer has notified Seller in writing that it is exercising its option to purchase. The Closing shall take place at a location agreed to in writing by both Buyer and Seller.

(ii) At Closing, Seller shall convey the Property to Buyer, or Buyer's assignee, by a fully executed General Act of Warranty Deed in proper recordable form. Seller further agrees to deliver to Buyer at Closing such other reasonable documentation as may be required by Buyer and its title insurance company pursuant to the terms of this Agreement. Simultaneous with the delivery of the Warranty Deed, Buyer shall pay to Seller the balance of the Purchase Price in cash or by cashier's check or federal bank wire. Possession of the Property shall be delivered to Buyer at closing and free and clear of all possessory interests or rights in any third party.

(iii) Property taxes and other items customarily prorated in transactions of this nature shall be prorated between Buyer and Seller as of the Closing Date.

(iv) Buyer shall pay all closing cost except that Seller shall be responsible to pay their own attorney's fees.

9. DEFAULT: Specific performance is the essence of this contract. In the event this transaction fails to close due to the wrongful refusal or failure on the part of the Seller to close, then in such event, the Buyer shall have the right to remedy against the Seller as the

Buyer may deem advisable at law or in equity, including specific performance. In the event this transaction fails to close due to the wrongful refusal or failure on the part of Buyer to close, then in such event, the Seller shall have such right or proceed against Buyer as the Seller may deem advisable at law or equity, including specific performance and retaining all deposits made by Buyer.

10. NOTICES: All notices provided for in this Agreement shall be in writing, shall be deemed to have been given on the date hand-delivered or if delivered by mail on the date deposited in the United States registered or certified mail, return receipt requested with adequate postage prepaid, or by facsimile, with confirmation of receipt or by recognized overnight delivery service, addressed to such party at its address given below or at such other address which such party may from time to time designate in writing to the other:

TO SELLER: Jason Shelton

Mayor

71 East Troy

Tupelo, Ms 38804

Phone: 662-841-6525

TO PURCHASER:

David Strange, Esq.

Hancock Estates, LP

149 Concourse Drive

Pearl, MS 39208

Phone: 601-932-1674

11. BINDING EFFECT: This Agreement shall inure to the benefit of, and shall be .

binding upon, each of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

12. SURVIVAL: Each and every provision of this Agreement shall survive the closing and shall not be nullified or affected by the closing.

13. ENTIRE AGREEMENT: This Agreement and the documents referred to in this Agreement constitute the entire agreement between the parties, and there are no other conditions, covenants or agreements which shall be binding between the parties.

14. GOVERNING LAW: This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of Mississippi.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above mentioned.

[Remainder of Page Intentionally Blank – Signatures on Next Page]

SELLER:

City of Tupelo, Mississippi

By: Jason Shelton
Jason Shelton, Mayor

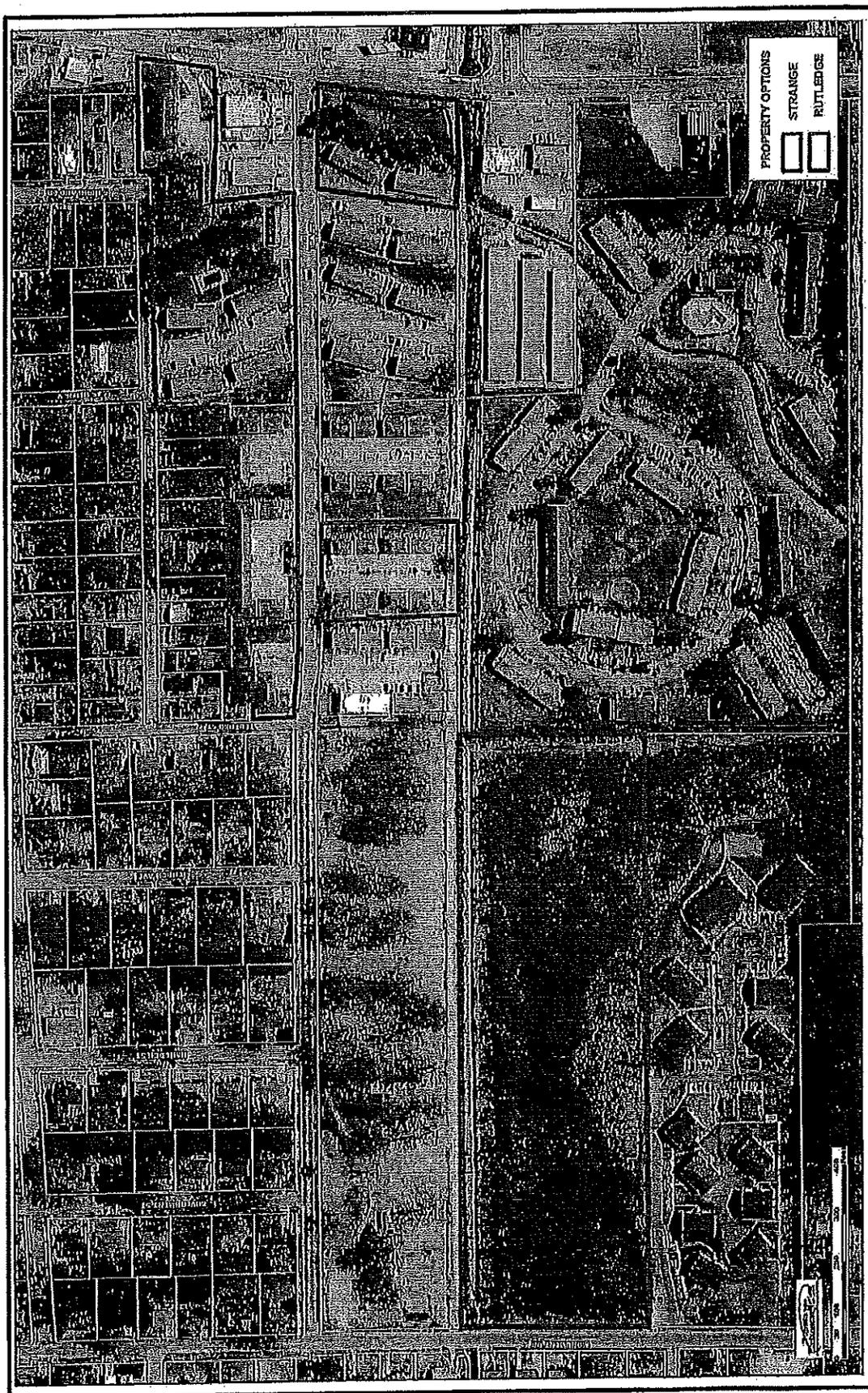
PURCHASER:

Hancock Estates, LP

By: D-S
David Strange, Managing Member of SCA Holdings, LLC, Managing Member of the General Partner, duly authorized.

EXHIBIT "A"
LEGAL DESCRIPTION

TO BE PROVIDED TO CONFORM TO ATTACHED MAP AREAS OUTLINED IN
RED.



**OPTION AGREEMENT
FOR THE PURCHASE OF REAL PROPERTY**

THIS OPTION AGREEMENT FOR THE PURCHASE OF REAL PROPERTY (this "Agreement" or "Option") is made and entered into effective January 4, 2018 (the "Effective Date"), by and between the City of Tupelo, Mississippi ("Seller(s)"), and Britton Jones, its successors and assigns, ("Purchaser").

WITNESSETH:

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows: the undersigned Seller does hereby grant unto the Purchaser the right and option to purchase under the terms and conditions herein contained the following real property located in the City of Tupelo, Mississippi, and being more particularly described as follows: See Exhibit "A" (the "Property").

1. **Option:**

(a) **Grant of Option:** Seller hereby grants unto Purchaser the irrevocable, sole and exclusive option to purchase the Property upon the terms and conditions set forth herein. The term of the Option will begin on the date hereof and will end on November 1, 2018 unless otherwise extended.

(b) **Exercise:** Purchaser may exercise the Option at any time during the term of the Option by giving notice thereof to Seller. Upon the exercise of the Option by Purchaser, this Agreement will automatically constitute a binding contract between Seller and Purchaser for the sale and purchase of the Property upon the terms and conditions set forth herein.

(c) **Failure to Exercise:** If Purchaser does not exercise the Option before the end of the term of the Option, then this Agreement shall automatically terminate, Seller shall retain the Option Price and no party shall have any further rights, duties, liabilities or obligations under this Agreement except as specifically set forth herein.

2. **Consideration and Payment.**

(a) **Option Price:** In exchange for this Option, Purchaser has paid to Seller an option payment in the sum of **Two Thousand Dollars and Zero Cents (\$2,000.00)** (the "Option Price"), which amount shall be credited to the Purchase Price in the event that Purchaser exercises the Option and closes on the purchase of the Property. Seller hereby acknowledges receipt of the Option Price.

(b) **Purchase Price:** In exchange for fee simple title to the Property, in the event that the Purchaser exercises the Option, Purchaser agrees to pay to Seller the sum of **Four Hundred Thousand Dollars and Zero Cents (\$400,000.00)** (the "Purchase Price").

Approved 1-4-18
AD

3. **Due Diligence Investigations.** During the term of this Option, Purchaser shall have the right to enter upon the Property for the purpose of inspecting the condition of the Property as well as the use and operation thereof and conducting its due diligence investigation to determine the suitability of the Property for Purchaser's intended uses thereof ("**Due Diligence Investigations**"). The right to conduct Due Diligence Investigations includes, but is not limited to, the right of Purchaser and its agents and representatives to enter upon any portion of the Property to take measurements, make non-destructive inspections, make boundary and topographical survey maps, perform appraisals, conduct non-destructive geotechnical, environmental, groundwater, wetland and other studies required by Purchaser in its sole discretion, to determine the adequacy of utilities serving the Property, zoning matters and compliance with Laws.

4. **Conditions to Closing.** Purchaser's obligation under this Agreement to acquire the Property is subject to the fulfillment at or prior to the Closing Date of each of the following conditions, or the express written waiver thereof by Purchaser (the "**Closing Conditions**");

(a) Seller shall have performed in all material respects its obligations contained in this Agreement required to be performed on or prior to the Closing Date.

(b) Purchaser and its lender(s) can obtain a title insurance policy subject only to Permitted Exceptions as defined herein.

(c) Each and every representation and warranty made by Seller in this Agreement shall be true and correct in every material respect.

(d) The Property is zoned as required for the Purchaser's desired use of the Property.

(e) Purchaser's receipt of acceptable appraisals as required by the laws of the State of Mississippi.

(f) Seller and/or Purchaser having received all necessary permitting and other approvals for Purchaser's desired use of the Property. Seller and Purchaser will fully cooperate to obtain all necessary permitting and other approvals.

(g) The receipt and closing of all other financing sufficient for Purchaser's desired development and use of the Property.

(h) The Property being subdivided as an independent and conveyable parcel in accordance with all applicable rules, regulations, zoning and ordinances and having a unique tax parcel number separate from other property owned by Seller.

(i) No environmental, drainage, wetland or flood hazard issues are found that would prohibit or financially encumber the proposed project to an extent that makes the project unfeasible.

(j) All utilities (including, without limitation, water, sewer, electricity, service) being available for use at the boundary of the Property as of the Closing Date.

(k) If applicable, Seller's cure of the matters set forth in Purchaser's title objection letter to Purchaser's satisfaction.

Seller shall fully cooperate with Purchaser in accomplishing the foregoing. If any condition specified in this Section is not timely satisfied or waived in writing by Purchaser, Purchaser shall have the right to terminate this Agreement, in which event, all monies paid to Seller or any escrow agent shall be returned to Purchaser and no party shall have any further rights, duties, obligations or liabilities except as otherwise specifically set forth in this Agreement.

5. **Closing.** If all contingencies and conditions to closing are satisfied, the closing of the transactions described in this Agreement (the "Closing") shall be held on or before January 15, 2019 (the "Closing Date"). If the Closing does not occur by said date, then the Closing Date may be extended to April 1, 2019, by Purchaser delivering **Twenty Thousand Dollars and Zero Cents (\$20,000.00)** to the Seller prior to January 15, 2019, which amount shall be non-refundable to the Purchaser, to extend the Closing Date as provided hereunder.

(a) **Conveyance.** At Closing, Seller shall deposit in escrow a good and sufficient general warranty deed in form acceptable to Purchaser and its counsel, conveying to Purchaser all of Seller's rights and interest as allowed by law in and to the Property free and clear of all encumbrances, except for the Permitted Exceptions, duly executed by Seller (the "Deed"). Seller shall also execute and deliver the other documents and instruments described in Section 5(d) to convey its other rights, title, and interests in the Property. Permitted Exceptions shall mean (i) general real estate taxes and special assessments related to the period after the Closing Date which are a lien but are not yet due and payable at the Closing Date and (ii) easements, covenants, conditions, reservations and restrictions of record as disclosed in a title search or title commitment, unless objected to by Purchaser prior to Closing.

(b) **Prorations.** Property, ad valorem, and any similar taxes and assessments and rents shall be prorated as of the Closing Date. Purchaser and Seller agree to re-prorate taxes and assessments after the Closing upon the receipt of the actual tax bill(s). This provision shall survive the Closing of the transaction contemplated by this Agreement. Any prorations to which Purchaser may be entitled by reason of the foregoing shall be credited against the balance of the Purchase Price to be paid at Closing.

(c) **Charges.** Each party shall pay its own attorneys' fees, except as otherwise specifically set forth herein. Seller shall be charged the following amounts at Closing: (a) transfer, intangible, excise and/or other tax payable upon the recording of the Deed; (b) all preparation costs for the Deed; (c) any monetary encumbrances on the Property and recording costs for any associated releases (including taxes, penalties and interest); and (d) if applicable, cure of any title matters objected to by Purchaser. If the Property is or was being taxed under an abatement or exemption that will or does result in the assessment of "rollback" taxes at or after Closing, Seller, at Seller's sole expense, shall be responsible for paying the amount of such rollback taxes whenever the same shall be assessed. This covenant shall survive Closing. Seller shall protect, indemnify, hold harmless and defend the Purchaser against any and all liabilities, claims, demands, damages, costs and expenses, including, without limitation, attorneys' fees, costs and expenses, in connection with claims for any such other commissions,

finders' fees, brokerage fees or other similar compensation that may be asserted by any person with respect to this transaction. This indemnification shall extend to any and all claims, liabilities, costs and expenses (including attorneys' fees and litigation costs) arising as a result of such claims and shall survive the Closing and the recording of the Deed. Purchaser shall be charged the following amounts at Closing: (a) the cost of any title commitment and/or policy; (b) all recording costs for the Deed; and (c) the cost of any survey.

(d) Deliveries.

(i) Seller shall deliver the following to Purchaser (duly executed where applicable) through escrow at or prior to the Closing, each of which shall be in form and substance acceptable to Purchaser in its judgment reasonably exercised:

(A) The Deed.

(B) A quitclaim deed from Seller in recordable form conveying to Purchaser title to the Survey description of the Property.

(C) Such other documents and instruments, including easements, as may be required by any other provision of this Agreement or as may reasonably be required to give effect to the terms and intent of this Agreement.

(D) An affidavit in form and substance reasonably satisfactory to the title company, issue title insurance, that allows said title company to delete the standard exceptions from the title policy and such other documents reasonably required by the title company in connection.

(E) A closing statement identifying the prorations required hereunder and a proration agreement if requested by Purchaser.

(F) A "drop down" certificate, updating the truth and accuracy of Seller's representations and warranties contained herein and indicating any changes which may be required to make those representations and warranties remain true and accurate.

(G) Incumbency certificate executed by a duly authorized officer/member/partner of Seller, including the following:

- (i) Address and EIN of Seller.
- (ii) Name of the Officer(s) authorized to sign all of the closing documents.
- (iii) Whether the Seller will affix its corporate seal or have the documents attested by a second Officer.
- (iv) Current Articles of Incorporation/Organization or Certificate of Limited Partnership, together with any amendments;

- (v) Current Bylaws/Operating Agreement/Partnership Agreement, together with any amendments;
- (vi) Certificate of Good Standing dated within 30 days of closing;
- (vii) Resolutions adopted by Seller's governing body authorizing the execution and delivery of this Agreement by Seller, the performance by Seller of its obligations hereunder, the person or Officer(s) executing all closing documents on Seller's behalf to do so, and the consummation of the transactions contemplated hereby.

6. **Notices.** Any notice required or permitted to be given hereunder by the parties shall be delivered personally or served by mail or by a nationally recognized overnight carrier or by e-mail to the parties at the mailing addresses and email address set forth on the signature page, unless different addresses or email addresses are given by one party to the other:

7. **Representations and Warranties.** Seller represents, warrants and covenants to Purchaser that:

(ii) Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms hereof, and Seller has granted no option to any other person or entity to purchase the Property. The undersigned person executing this Agreement, whether individually or on behalf of an entity, is duly authorized to do so. This Agreement and the consummation of the transaction hereunder have been duly and validly authorized by all necessary partnership, corporate or limited liability company by, or on behalf of, Seller.

(iii) To the best of Seller's knowledge, the Property complies with, conforms to and obeys all Laws existing on the date of Closing of all governmental authorities or agencies having jurisdiction over the Property, and any requirement contained in any hazard insurance policy covering the Property or board of fire underwriters or other body exercising similar functions which are applicable to the Property or to any part thereof or which are applicable to the use or manner of use, occupancy, possession or operation of the Property.

(iv) To the best of Seller's actual knowledge, but without additional inquiry, neither the Property nor any portion thereof violates any zoning, building, fire, health, pollution, subdivision, environmental protection or waste disposal ordinance, code, law or regulation or any requirement contained in any hazard insurance policy covering the Property; and Seller shall give prompt notice to Purchaser of any such violation which shall be received by Seller prior to Closing.

(v) Seller has not received notice of and has no knowledge of any suits, judgments, or violations relating to or at the Property of any zoning, building, fire, health, pollution, environmental protection, or waste disposal ordinance, code, law or regulation which has not been heretofore corrected; that there is no suit or judgment presently pending or, to the best knowledge and belief of Seller, threatened which would create a lien upon the Property in

the hands of Purchaser after Closing; and Seller shall give prompt notice to Purchaser of any such suit or judgment filed, entered or threatened prior to Closing.

(vi) There are no known pending, threatened or contemplated eminent domain proceedings affecting the Property or any part thereof; and Seller shall give prompt notice to Purchaser of any such proceedings which occur or are threatened prior to Closing.

(vii) Seller has not received notice of and has no actual knowledge of pending or contemplated changes in the present status of zoning of the Property, and Seller shall give prompt notice to Purchaser of any such proposed changes of which Seller is aware prior to the Closing.

(viii) The Seller is not involved in any bankruptcy, reorganization or insolvency proceeding.

(ix) All taxes, assessments, water charges and sewer charges affecting the Property or any part thereof due and payable at the time of the Closing shall have been, or will be at Closing, paid in full. All current special assessments which are or will become a lien known to the Seller at the time of Closing on the Property shall also have been paid and discharged at Closing (in pro rata shares between Seller and Purchaser), whether or not payable in installments.

(x) There are no leases affecting the Property, no parties in possession of the Property nor any parties entitled to possession thereof.

(xi) All service contracts, if any, (except those specifically approved by Purchaser which shall be assigned to Purchaser at Closing) shall be terminated and paid in full as of the Closing Date.

(xii) The Property is or will be at Closing, subdivided as an independent and conveyable parcel in accordance with all applicable rules, regulations, zoning and ordinances.

(xiii) The Property has or will have prior to Closing vehicular and pedestrian access to a public right-of-way.

(xiv) Hazardous Materials. To the best of Seller's knowledge: (i) the Property has not in the past been used and is not presently being used for the handling, storage, manufacturing, refining, transportation or disposal of "toxic material", "hazardous substances" or "hazardous waste"; (ii) there has not been and is not presently leeching or drainage of waste materials or hazardous substances into the groundwater beneath or adjacent to the Property; (iii) no buried, semiburied or otherwise placed tanks, storage vessels, drums, or containers of any kind located on the Property used for the storage of hazardous waste, hazardous substances or toxic material; (iv) there no asbestos containing materials located on the Property; (v) no construction material used in any improvements located at the Property contains any substance or material presently known to be a hazardous substance or toxic material; (vi) Seller has not disposed upon the Property any hazardous substances on or below the surface of the Property or within two thousand (2,000) feet of the boundary thereof including, without limitation,

contamination of the soil, subsoil or groundwater; and (vii) the Property is not in violation of any law, rule or regulation of any government entity having jurisdiction thereof or which exposes Purchaser to liability to third parties. The terms "hazardous waste", "hazardous substances" and toxic material" include, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sect. 960 et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C. Sect. 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sect 9601 et seq.), the regulations adopted and publications promulgated pursuant to the foregoing and any other federal, state or local environmental law, ordinance, rule or regulation. Furthermore, Seller has not received a summons, citation, directive, letter or other communication, written or oral, from any governmental authority as to any of the above environmental concerns.

(A) Without limiting the other provisions of this Agreement, Seller shall cooperate, at no cost to Seller, with Purchaser's investigation of matters relating to the foregoing provisions of this Section and provide access to and copies of all data and/or documents in Seller's or Seller's agent's possession dealing with potentially hazardous materials used at the Property and any disposal practices followed. Seller agrees that Purchaser may make inquiries of governmental agencies regarding such matters, without liability to Purchaser for the outcome of such discussions.

(xv) While this Agreement is in effect, Seller shall not solicit, accept or negotiate other offers with respect to the Property or execute any deeds, easements, rights-of-way affecting the Property or subject the Property to any additional covenant, easement, restriction or encumbrance.

(a) Nondisclosure of Information. In consideration of, and as a material inducement to, Purchaser entering into this Agreement, to the extent allowed by State law, Seller agrees not to disclose or permit disclosure of this Agreement, the parties involved in this Agreement, or any Information to third parties or to employees of Seller other than attorneys, consultants and agents who are required to have the information in order to carry out the discussions regarding this Agreement and have entered into similar confidentiality agreements. The Seller agrees that it shall take all necessary measures to protect the secrecy of and avoid disclosure or use of Information of Purchaser in order to prevent such Information from falling into the public domain or the possession of persons other than those persons authorized under this Agreement or entitled to by State law to have any such information. The provisions of this Section shall survive the Closings or any expiration or termination of this Agreement. "Information" includes, without limitation, plans, specifications, drawings, designs, financial information, reports, contracts, emails, names of parties involved, and all record-bearing media (electronic or otherwise) containing or disclosing such information.

8. Remedies. In the event that Purchaser defaults in its obligation to proceed to the Closing of the transaction contemplated by this Agreement, Seller shall be entitled to terminate this Agreement and receive the Option Price as liquidated damages, in lieu of all other remedies available to Seller at law or in equity for such default. Seller and Purchaser agree that the

damages resulting to Seller as a result of such default by Purchaser as of the date of this Agreement are difficult or impossible to ascertain and the liquidated damages set forth in the preceding sentence constitute Seller's and Purchaser's reasonable estimate of such damages. In the event Seller shall default in the performance of any of its covenants, agreements, warranties or obligations hereunder, Purchaser shall elect, as its sole remedy for failure to Close (except as provided below), either: (i) waive the obligations of Seller in writing; (ii) extend the time for performance by such period of time as may be mutually agreed upon in writing by the parties hereto; (iii) terminate this Agreement and recover the Option Price and Purchaser's out-of-pocket costs and expenses incurred by Purchaser in connection with this Agreement and Purchaser's due diligence investigation of the Property (including, to the extent allowable by law, costs and expenses of negotiating and enforcing this Agreement), in which event Purchaser and Seller shall have no further obligations hereunder except under provisions of this Agreement which expressly survive the expiration or termination hereof; or (iv) take any and all legal actions necessary to compel Seller's specific performance hereunder (it being acknowledged that damages at law alone would be an inadequate remedy) to consummate the transaction contemplated by this Agreement in accordance with the provisions of this Agreement together with recovery of damages in connection therewith.

9. **Damage or Condemnation.**

(a) Commencing upon the Effective Date and extending through Closing hereunder, the Property shall remain in the same condition as on the date hereof, except, however, for natural wear and tear, condemnation, acts of God and occurrences over which Seller has no control. Seller shall not in any manner disturb, cut or remove any trees, shrubs or bushes from the Property during said period, and the risk of loss for any casualty to said Property shall remain upon Seller. Seller shall maintain the current insurance for the Property against fire and other casualties normally covered by an insurance policy with extended coverage. Pending the Closing, Seller shall maintain the Property, the buildings and improvements thereon, and the mechanical equipment, and personal property of every kind used in the operation thereof in good condition and repair, and deliver the same at Closing in the same condition as presently existing, normal wear and tear excepted. Seller shall not remove any item of monetary value from the Property prior to the Closing, except for the purpose of repair or replacement, and any such repaired item or replacement item shall be included in this transaction.

(b) In the event of the institution of any proceedings, judicial, administrative or otherwise, which shall relate to the proposed taking of any substantial portion of the Property by eminent domain prior to Closing, or should a substantial portion of the Property be damaged by fire or other casualty prior to Closing, Purchaser shall have the right and option to terminate this Agreement at any time prior to Closing by giving Seller notice to such effect at any time after Purchaser's receipt of notice of any such occurrence or occurrences. Seller hereby agrees to furnish Purchaser written notification in respect thereof within forty-eight (48) hours from the Seller's receipt of any such notification. Should Purchaser so terminate this Agreement, then all Earnest Money Deposits shall immediately be returned to Purchaser and, thereupon, the parties hereto shall be released from their respective obligations and liabilities hereunder. In the event Purchaser does not elect to terminate this Agreement because of such taking or casualty, at the Closing hereof, Seller shall assign to Purchaser all of Seller's right, title and interest in any award

arising out of such taking, or any insurance proceeds arising out of such fire damage or other casualty, as the case may be. For the purposes of this section, a "substantial" part of the Property shall be such a part which makes the remainder of the Property unsuitable for those uses contemplated by Purchaser.

10. **Further Assurances.** In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller to Purchaser at Closing, each party mutually agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary, appropriate, convenient, useful or desirable to effectively carry out the intent of this Agreement or to further perfect the conveyance, transfer and assignment of the Property to Purchaser. Seller agrees to cooperate with Purchaser, in all reasonable respects relating to Purchaser's applications for development approvals during the term of this Agreement. This cooperation shall include, but not be limited to, the signing of any applications for approvals and/or permits, answering of questionnaires, or other actions.

11. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Purchaser shall have the right to assign its rights and to delegate its duties under this Agreement without notice to or consent from Seller. If any provisions of this Agreement or the application thereof to any part or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence of this Agreement and in the performance of the covenants and provisions hereof. All exhibits referred to in, and attached to, this Agreement are hereby made a part of this Agreement. This Agreement shall be governed by and construed in accordance with the internal, substantive laws of the State in which the Property is located. Seller shall grant possession of the Property to Purchaser on the date of Closing. This Agreement, and all representations and warranties of Seller and Purchaser, shall not be merged into the documents executed at Closing, and shall survive the Closing.

12. **Entire Agreements.** This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated hereby, and all prior agreements, letters of intent, term sheets, proposals, offers, counter-offers, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision thereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the parties against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

13. **Applicable Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Mississippi, and any proceeding to enforce the provisions of this Agreement shall occur in Lee County, Mississippi.

[Remainder of Page Intentionally Blank – Signatures on Next Page]

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

SELLER: CITY OF TUPELO, MISSISSIPPI

By: Jason S Shelton
Name: JASON Shelton
Title: MAYOR
Notice Address: PO Box 1485
Tupelo, MS 38802

PURCHASER: BRITTON JONES

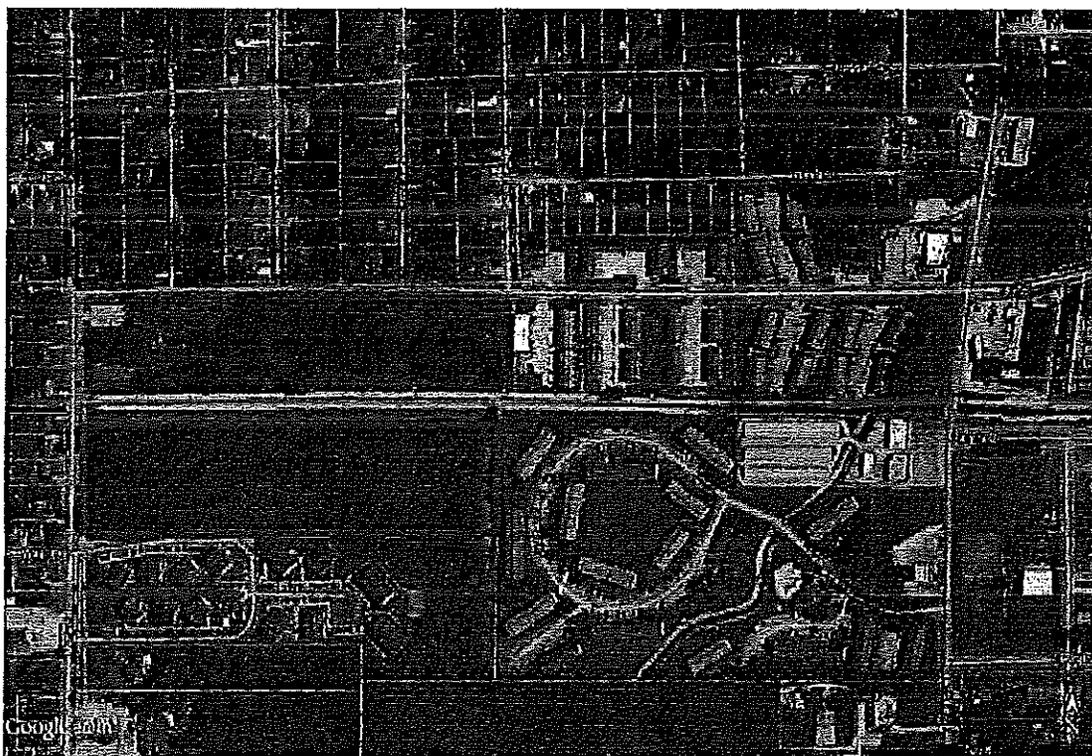
By: [Signature]
Name: Britton Jones
Title: Individual
Notice Address: 1739 University Avenue, Suite 292, Oxford, MS
38655; britton.jones@wintersconstruction.net

EXHIBIT A

LEGAL DESCRIPTION

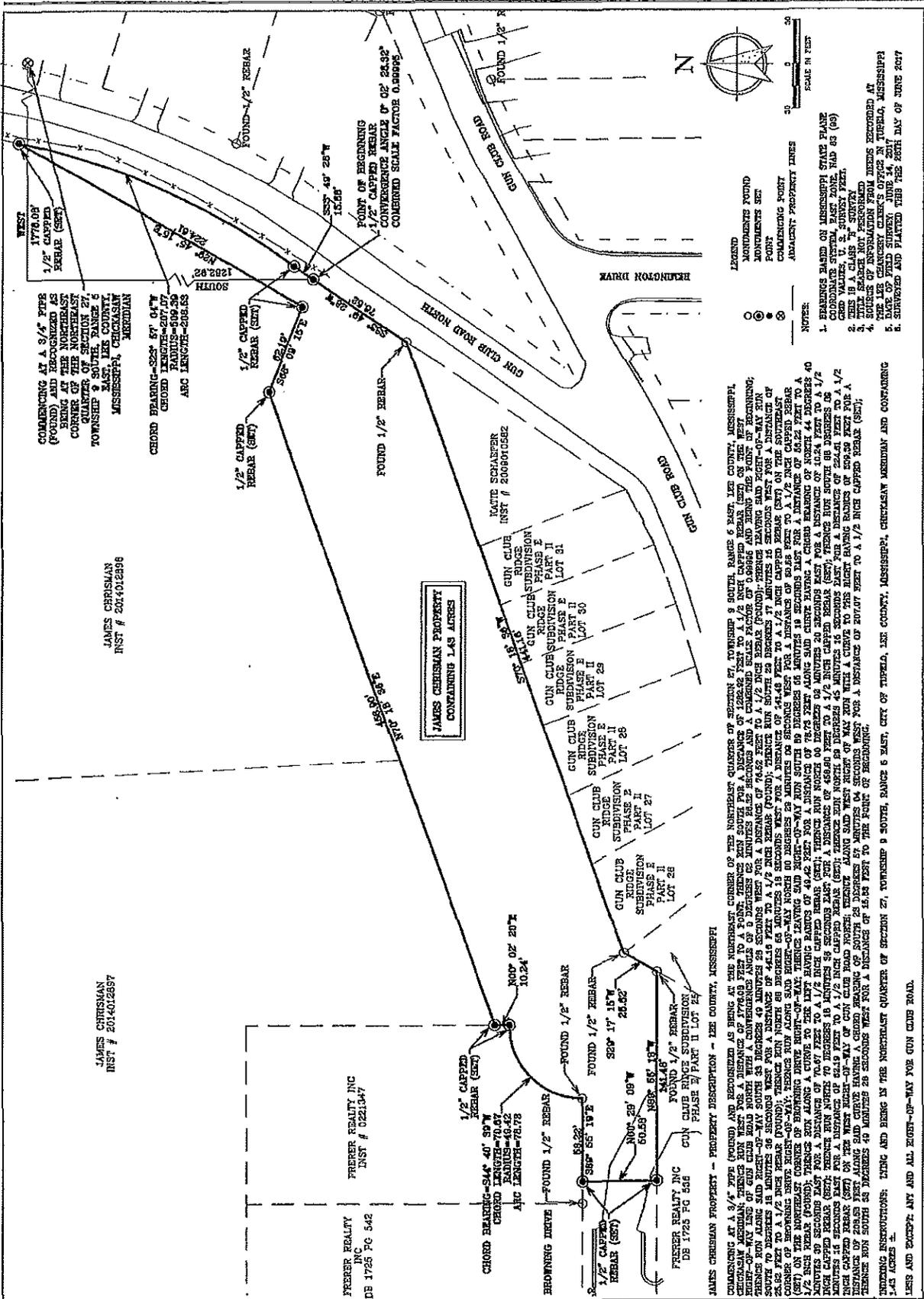
All that certain 13.46 acres, more or less, tract or parcel of land along with all improvements, rights, and appurtenances situated in the City of Tupelo, Lee County, Mississippi, as depicted on the following drawing and incorporated herein, and being all of that certain real property possessing Tax ID # 101C-01-001-00 and also being a portion of that certain real property possessing Tax ID # 077Q-36-203-00.

The final legal description for the Land shall be modified and finalized according to the Survey.



JAMES CHRISMAN PROPERTY
CONVAINING LAS ALRES

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LEGEND

- ADJUSTED POINT
- UNADJUSTED POINT
- POINT
- CHALLENGING POINT
- ADJACENT PROPERTY LINES

NOTE:

1. BEARINGS BASED ON MISSISSIPPI SPACE PLANE
2. CURVATURE CORRECTION, HAYDEN ZONE, MAD 85 (90)
3. THIS IS A CLASS "B" SURVEY.
4. WITH REBAR NOT FURNISHED
5. SOURCE OF INFORMATION FROM IDEAS RECORDED AT
6. DATE OF FIELD SURVEY, JUNE 14, 2017, TURELLO, MISSISSIPPI
7. SURVEYED AND PLATTED THIS THE 26TH DAY OF JUNE 2017

JAMES CHRISMAN PROPERTY - THE COUNTY, MISSISSIPPI

COMMENCING AT A 3/4" PIPE FOUND AND BEING IN THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 9 SOUTH, RANGE 6 EAST, LEE COUNTY, MISSISSIPPI, CHICKASAW MERIDIAN, THENCE RUN WEST FOR A DISTANCE OF 1282.82 FEET TO A POINT, THENCE RUN SOUTH FOR A DISTANCE OF 1282.82 FEET TO A 1/2" INCH CAPPED REBAR (SET) ON THE WEST BENT-UP-WAY LINE OF GUN CLUB ROAD NORTH WITH A CONVERGENCE ANGLE OF 8 DEGREES 02 MINUTES 52 SECONDS AND A COMPOUND SCALE FACTOR OF 0.98964 AND BEING THE POINT OF BEGINNING; THENCE RUN NORTH 88 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 44.48 FEET TO A 1/2" INCH REBAR (FOUND); THENCE RUN SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 25.52 FEET TO A 1/2" INCH REBAR (FOUND); THENCE RUN NORTH 88 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 44.48 FEET TO A 1/2" INCH CAPPED REBAR (SET) ON THE SOUTHWEST CORNER OF BEARINGS TRACT RIGHT-OF-WAY, THENCE RUN ALONG SAID RIGHT-OF-WAY RUN SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 56.22 FEET TO A 1/2" INCH CAPPED REBAR (SET) ON THE NORTHEAST CORNER OF BEARINGS TRACT RIGHT-OF-WAY, THENCE LEAVING SAID RIGHT-OF-WAY RUN NORTH 88 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 43.24 FEET TO A 1/2" INCH CAPPED REBAR (SET); THENCE RUN NORTH 88 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 456.80 FEET TO A 1/2" INCH CAPPED REBAR (SET); THENCE RUN SOUTH 88 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 62.49 FEET TO A 1/2" INCH CAPPED REBAR (SET); THENCE RUN NORTH 88 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 22.61 FEET TO A 1/2" INCH CAPPED REBAR (SET) ON THE WEST BENT-UP-WAY OF GUN CLUB ROAD NORTH, BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST BENT-UP-WAY OF GUN CLUB ROAD NORTH, BEING THE POINT OF BEGINNING, THENCE RUN SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 25.52 FEET TO THE POINT OF BEGINNING.

INDUCING INSTRUMENTS: 1. THIS AND BEING IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 9 SOUTH, RANGE 6 EAST, CITY OF TURELLO, LEE COUNTY, MISSISSIPPI, CHICKASAW MERIDIAN AND CONTAINING 1.45 ACRES ±.

LESS AND EXCEPT: ANY AND ALL EIGHT-OF-WAY FOR GUN CLUB ROAD.

JAMES CHRISMAN
INST # 2014012896

JAMES CHRISMAN
INST # 2014012897

FRERER REALTY
DB 1725 PG 542

FRERER REALTY INC
INST # 0213447

COMMENCING AT A 3/4" PIPE FOUND AND BEING IN THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 9 SOUTH, RANGE 6 EAST, LEE COUNTY, MISSISSIPPI, CHICKASAW MERIDIAN

CHORD BEARING-S24° 40' 30" W
CHORD LENGTH-70.47
ARC LENGTH-78.73

CHORD BEARING-S24° 57' 04" W
CHORD LENGTH-207.07
ARC LENGTH-208.83

1/2" CAPPED REBAR (SET)

A TRACT OF LAND TO BE USED FOR PUBLIC ROAD RIGHT-OF-WAY:

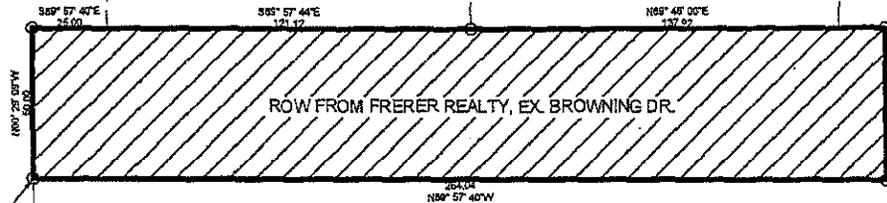
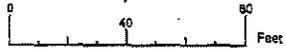
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 9 SOUTH, RANGE 5 EAST IN THE CITY OF TUPELO, LEE COUNTY, MISSISSIPPI; RUN THENCE N 00°29'29" W A DISTANCE OF 1,213.80 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF WEST JACKSON STREET EXTENDED AND THE POINT OF BEGINNING OF THIS DESCRIPTION; RUN THENCE, ALONG SAID EAST RIGHT-OF-WAY, N 00°29'09" W A DISTANCE OF 50.00 FT TO A POINT; RUN THENCE, LEAVING SAID RIGHT-OF-WAY AND ALONG THE NORTH LINE OF THE PROPOSED PUBLIC RIGHT-OF-WAY, THE FOLLOWING BEARINGS AND DISTANCES: S 89°57'40" E A DISTANCE OF 26.00 FT TO A POINT; S 89°57'44" E A DISTANCE OF 121.12 FEET TO A POINT; N 89°48'00" E A DISTANCE OF 137.32 FEET TO A POINT; RUN THENCE, LEAVING SAID NORTH LINE, S 00°29'09" E A DISTANCE OF 50.59 FT TO A POINT ON THE SOUTH LINE OF THE PROPOSED PUBLIC RIGHT-OF-WAY; RUN THENCE, ALONG SAID SOUTH LINE, N 89°57'40" W A DISTANCE OF 264.04 FEET TO THE POINT OF BEGINNING. THIS TRACT CONTAINS 0.33 ACRES.

NORTH MS DANCE

NORTH MS DANCE

FRERER REALTY

APPENDIX U



ROW FROM FRERER REALTY, EX. BROWNING DR.

JAMES CHRISMAN

FRERER REALTY

POB: POINT ON EAST ROW OF WEST JACKSON EXTENDED SAID POINT BEING A DISTANCE OF 1,213.80' AT A BEARING OF N 00°29'29" W FROM THE SW CORNER OF THE NE QTR OF SECTION 27, TOWNSHIP 9 SOUTH, RANGE 5 EAST IN THE CITY OF TUPELO, LEE COUNTY, MISSISSIPPI

PROPOSED RIGHT-OF-WAY FOR EXISTING BROWNING DRIVE



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