

TUPELO CITY COUNCIL MEETING AGENDA
TUESDAY, DECEMBER 6, 2016
6:00 P.M.

INVOCATION: COUNCILMAN BUDDY PALMER
PLEDGE OF ALLEGIANCE: COUNCILMAN MIKE BRYAN

CALL TO ORDER: PRESIDENT LYNN BRYAN

CONFIRMATION OR AMENDMENT
OF AGENDA AND AGENDA ORDER

4. **PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA**

- JS 4.1 RECOGNITION OF BOY/GIRL SCOUTS
- JS 4.2 RECOGNITION OF CITY EMPLOYEES
- 4.3 PUBLIC RECOGNITIONS
- JS 4.4 MAYOR'S REPORT

(CLOSE REGULAR MEETING AND OPEN THE PUBLIC AGENDA.)

5. **PUBLIC AGENDA**

5.1 **CITIZEN'S HEARING**

5.1.A THE T.U.P.E.L.O. PLAN'S ACCOUNTABILITY
TASK FORCE AND TOWN HALL MEETINGS –
PETE SIMS

(CLOSE PUBLIC AGENDA AND RETURN TO REGULAR AGENDA.)

6. **ACTION AGENDA**

- DL 6.1 REVIEW/APPROVE FRANCHISE AGREEMENT BETWEEN
CITY OF TUPELO, MISSISSIPPI, AND COMCAST OF
TUPELO, INC.

7. **ROUTINE AGENDA**

- 7.1 REVIEW/APPROVE MINUTES OF REGULAR CITY
COUNCIL MEETING OF TUESDAY, NOVEMBER 15, 2016;
AND MINUTES OF SPECIAL CALLED MEETING OF
TUESDAY, NOVEMBER 29, 2016

- KH 7.2 REVIEW/APPROVE/REJECT ADVERTISING AND PROMOTION EXPENSES**
- KH 7.3 REVIEW/PAY BILLS**
- KH 7.4 REVIEW/APPROVE HOMELAND SECURITY GRANT – STATEWIDE TRAINING COORDINATOR**
- KH 7.5 REVIEW/APPROVE HOMELAND SECURITY GRANT – TUPELO FIRE DEPARTMENT**
- KH 7.6 REVIEW/APPROVE FY 2017 BUDGET REVISION #1**
- KH 7.7 REVIEW/APPROVE CLOSING OF BANK ACCOUNT**
- JS 7.8 REVIEW/APPROVE APPOINTMENT TO TUPELO AIRPORT AUTHORITY BOARD**
- AF 7.9 REVIEW/APPROVE RE-APPOINTMENTS TO TUPELO PARK ADVISORY BOARD**
- BA 7.10 REVIEW/APPROVE REQUEST TO SURPLUS ITEMS FOR THE TUPELO POLICE DEPARTMENT**
- BA 7.11 REVIEW/APPROVE REQUEST TO ALLOW POLICE OFFICER TO WEAR POLICE UNIFORM AND BE ISSUED PROPER EQUIPMENT FOR SECURITY AND DETERENT AT BELK DEPARTMENT STORE**
- SH 7.12 REVIEW/ACCEPT MINUTES OF PLANNING COMMITTEE MEETING OF NOVEMBER 7, 2016**
- SH 7.13 REVIEW/APPROVE REQUEST FOR DONATION OF LEAVE TO EMPLOYEE OF DEVELOPMENT SERVICES DEPARTMENT**
- SH 7.14 REVIEW/ACCEPT MINUTES OF TUPELO MAJOR THOROUGHFARE PROGRAM MEETING OF OCTOBER 10, 2016**
- TH 7.15 REVIEW/ACCEPT MINUTES OF TUPELO COLISEUM COMMISSION MEETING OF TUESDAY, OCTOBER 25, 2016**

- BL 7.16 REVIEW/APPROVE RESOLUTION AMENDING EMPLOYEE HANDBOOK, SEC. 507 – OVERTIME/COMPENSATORY LEAVE
- NMc 7.17 REVIEW/APPROVE ADDENDUM TO EXISTING CONTRACT WITH DERSE FOR WELCOME CENTER PROJECT FOR CONVENTION AND VISITORS BUREAU
- JT 7.18 REVIEW/AWARD/REJECT BIDS FOR TUPELO WATER AND LIGHT DEPARTMENT
- JT 7.19 REVIEW/ADOPT AMENDMENT TO ALL PREVIOUS ORDINANCES ESTABLISHING SCHEDULE OF RULES AND FEES FOR UTILITY SERVICES FURNISHED TO CONSUMERS OF THE CITY OF TUPELO
- LB 7.20 REVIEW/APPROVE REQUEST TO TRAVEL OUT-OF-COUNTRY
- BL 7.21 REVIEW/APPROVE SALE OF PROPERTY AT CAMPGROUND ROAD (FORMERLY COUNTY ROAD 1698) TO MIKE TIMMONS

8. STUDY AGENDA

- LB 8.1 REVIEW/DISCUSS RESOLUTION REQUESTING STATE OF MISSISSIPPI TO ADOPT A STATE FLAG THAT REPRESENTS ALL PEOPLE
- SH 8.2 REVIEW/DISCUSS REQUEST FOR PERMISSION TO PLACE STRUCTURE IN BARLEY COURT RIGHT-OF-WAY

9. EXECUTIVE SESSION

10. ADJOURNMENT

#51A

CITY OF TUPELO
CITIZEN HEARING REQUEST
COUNCIL CLERK - 662-840-2578, FAX 662-840-2579

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

Name Pete Sims Phone #: 205-6586
Street 5681 Hillridge Dr.
City, state, zip: Belden, MS 38826

BUSINESS OWNER:
Name of Business: _____

PROPERTY OWNER:
Address: _____

PLEASE DESCRIBE THE NATURE OF YOUR REQUEST:
The T.A.P.E.L.O.P.L.A.N.'s Accountability
Task Force and Town Hall Meetings

SIGNATURE: Pete Sims

Form must be signed and faxed to 662-840-2579 or scanned and e-mailed to glenda.muse@tupeloms.gov

Received Thursday,
December 1, 2016,
at 2:00 P.M.
G. Muse

6.1

Franchise Agreement

between the

City of Tupelo, Mississippi

and

Comcast of Tupelo, Inc.

TABLE OF CONTENTS

| | <u>Page</u> |
|------------|--|
| SECTION 1 | GRANT OF AUTHORITY1 |
| SECTION 2 | THE CABLE SYSTEM.....4 |
| SECTION 3 | CUSTOMER SERVICE6 |
| SECTION 4 | COMPENSATION AND OTHER PAYMENTS.....7 |
| SECTION 5 | COMPLIANCE REPORTS8 |
| SECTION 6 | ENFORCEMENT9 |
| SECTION 7 | ASSIGNMENT AND OTHER TRANSFERS11 |
| SECTION 8 | INSURANCE AND INDEMNITY11 |
| SECTION 9 | PUBLIC, EDUCATION, GOVERNMENT ACCESS12 |
| SECTION 10 | MISCELLANEOUS13 |
| APPENDIX A | DEFINED TERMS A-1 |
| APPENDIX B | CUSTOMER SERVICE STANDARDSB-1 |

AGREEMENT

This **AGREEMENT** is effective as of the ____ day of _____, 2016 (the "Effective Date"), and is between the City of Tupelo, Mississippi an incorporated Mississippi city (the "Franchising Authority" or the "City"), and Comcast of Tupelo, Inc. (hereinafter referred to as the "Company"). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community and that, as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1 GRANT OF AUTHORITY

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the "Franchise") to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service only, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 Term of Franchise. This Franchise shall be in effect for a period of ten (10) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority's right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any code or ordinance adopted by the Franchising Authority, the terms and conditions of this Agreement shall prevail.

1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to City residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to City residents; promote local communications infrastructure investments and economic opportunities in the City; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. "Materially equivalent" provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company's proposed Franchise modifications, and such negotiation will proceed and conclude within sixty (60) days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in Section 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP. If the Company so elects, the Franchising Authority shall adopt the Company's replacement agreement at the next regularly scheduled city council meeting.

(c) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this Agreement. Should the Franchising Authority not commence enforcement efforts within sixty (60) days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in Section 1.5.2 above.

1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

SECTION 2 THE CABLE SYSTEM

2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with Mississippi's Regulation of Excavations Near Underground Utility Facilities law (Miss. Code § 77-13-1, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall not charge the Company, and the Company shall not be required to pay, any fee or charge for the issuance of permits, licenses, or other approvals, as such payments are included in the franchise fees described in Section 4 below, except as required by any pole license agreement between the Company and the City of Tupelo Water & Light Department. The issuance of permits, licenses, or other approvals shall not be unreasonably delayed or withheld by the Franchising Authority.

Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough, and reliable manner using materials of good and durable quality. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a streetscape, sidewalk, or private development project.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in Chapter 24 of the Code of Ordinances of the City of Tupelo. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10)

business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aurally or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment. The Company shall be entitled to expand and upgrade its System as it deems reasonably necessary.

2.4.6 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. The Company shall not be required to pay franchise fees on gross revenues earned from Subscribers in annexed areas until sixty (60) days after receiving such notice. The Company will notify any prospective customer requesting Cable Service of its decision not to deliver service to the prospective customer's location, the reasons therefor, and the future conditions or cost to the customer necessary to deliver service.

SECTION 3 CUSTOMER SERVICE

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. Individual violations of those requirements do not constitute a breach of this Agreement.

SECTION 4
COMPENSATION AND OTHER PAYMENTS

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to two percent (2%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt. See Appendix A, p. A-2, "Gross Revenues."

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Mississippi, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three (3) years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out of pocket costs for attorneys, accountants, and other consultants. The Franchising Authority

shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax. The Company and the Franchising Authority further agree that franchise fee payments required under Section 4.1.1 shall be in lieu of any permit fees, business license fees, and occupational license fees as are or may be required by the Franchising Authority. The Franchising Authority and the Company further agree that no additional taxes, licenses, fees, surcharges, or other assessments, except as required by any pole license agreement between the Company and the City of Tupelo Water & Light Department, shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or assessment on the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

4.4 Service to Governmental and Institutional Facilities.

4.4.1 Complimentary Installation and Service. The Company shall, within thirty (30) days of receipt of a written request by the Franchising Authority, provide complimentary standard installation and complimentary Basic Service on one outlet for each public primary or secondary school and public library located within the Franchise Area no more than one hundred twenty-five (125) feet from the nearest point of connection to the distribution plant. If a public primary or secondary school or public library within the Franchise Area is located more than one hundred twenty-five (125) feet from the nearest point of connection to the distribution plant, the Company shall, within thirty (30) days of receipt of a written request from the Franchising Authority, provide a written estimate for the cost of extending the distribution plant to the school or library, as well as any necessary interior wiring costs.

4.4.2 Government Discounts. The Company may provide a government discount rate if the Franchising Authority requests additional outlets at a public school or public library or requests Cable Service to any other government facility within the Franchise Area.

SECTION 5 COMPLIANCE REPORTS

5.1 Compliance. The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise

preceding this Agreement and all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Mississippi Public Records Act (Miss. Code § 25-61-1, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Mississippi Public Records Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 10.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Company shall have no liability nor shall it be required to provide indemnification to the Franchising Authority for its use of the Emergency Alert System.

SECTION 6 ENFORCEMENT

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 Company's Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to

respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

- (a) seek specific performance;
- (b) commence an action at law for monetary damages or seek other equitable relief; or
- (c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review *de novo* the decision of the Franchising Authority's governing board. The

Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

SECTION 7 ASSIGNMENTS AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

- (a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way;
- (b) a description of the transferee's service area; and
- (c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

SECTION 8 INSURANCE AND INDEMNITY

8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Mississippi, and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of Two Million Dollars (\$2,000,000.00) for bodily injury or death of any one person, Two Million Dollars (\$2,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and Two Million Dollars (\$2,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days' prior written notice of cancellation to the City.

8.1.2 Workers' Compensation. The Company shall ensure its compliance with the Mississippi Workers' Compensation Act.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or

removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

SECTION 9 PUBLIC, EDUCATION, GOVERNMENT ACCESS

9.1 Channel Capacity. The Company agrees to make available channel capacity, up to one (1) fully dedicated Channel position, on the digital tier, to be designated for non-commercial, non-revenue generating public, educational, or governmental ("PEG") access purposes. Unused time on the PEG Channel position may be utilized by the Company subject to terms to be mutually agreed upon by the Company and the Franchising Authority.

9.2 Programming Obligations. The Franchising Authority certifies and commits to producing six (6) hours per week of non-duplicative original programming on the activated PEG Channel. Should the Franchising Authority fail to maintain six (6) hours of programming per week for any period of three (3) consecutive months on the PEG Channel, the Company may reclaim the Channel position for its own use. For purposes of this Agreement, original programming includes programming produced specifically for, about, or by the City of Tupelo or citizens thereof. Character-generated messages, video bulletin board messages, traffic cameras, or other passively produced content shall not count towards the programming obligations of this Agreement.

9.3 Channel Positions. At any time during the term of this Agreement and at the Company's sole option and discretion, the Company may (i) change the transmission technology by which PEG access programming is delivered to Subscribers, provided, however, that the quality of PEG access programming transmitted over the Cable System to Subscribers is of a quality comparable to that which was delivered to the Company by the PEG programmer, or (ii) relocate any PEG programming to a Channel position on its lowest digital tier service delivered to all of the Company's Subscribers. The Company shall notify the Franchising Authority at least thirty (30) days in advance of such changes.

9.4 Ownership. The Company does not relinquish its ownership of its ultimate right of control over a Channel position by designating it for PEG access use. A PEG access user, whether such user is an individual, educational, or governmental user, acquires no property or other interest in the Channel position by virtue of the use of a Channel position so designated.

9.5 Equipment. It shall be the sole responsibility of the Franchising Authority to obtain, provide, and maintain any equipment necessary to produce and cablecast PEG programming over the Cable System. The Company shall not be responsible for obtaining, providing, or maintaining any such equipment.

9.6 No Liability. The Company shall have no liability nor shall it be required to provide indemnification to the Franchising.

SECTION 10 MISCELLANEOUS

10.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

10.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

10.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

10.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City of Tupelo, Mississippi.

10.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including, without limitation, all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

10.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage

prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:
City of Tupelo
Attn: Chief Operations Officer
71 East Troy Street
Tupelo, MS 38804

COMPANY:
Comcast of Tupelo, Inc.
Attn: Vice President, Government Affairs
6200 The Corners Parkway, Suite 200
Norcross, GA 30092

With a copy to: Comcast Cable Communications, LLC
Attn: Vice President, Government Affairs
600 Galleria Parkway, Suite 1100
Atlanta, GA 30339

And: Comcast Cable Communications, LLC
Attn: Legal Dept.
One Comcast Center
Philadelphia, PA 19103

10.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

10.7.1 Organization, Standing, and Authorization. The Company is a corporation validly existing and in good standing under the laws of the State of Mississippi and is duly authorized to do business in the State of Mississippi and in the Franchise Area.

10.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

10.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

10.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

10.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including, without limitation, the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including, without limitation, the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

10.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

10.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

10.13 Governing Law. This Agreement shall be deemed to be executed in the City of Tupelo, State of Mississippi, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Mississippi, as applicable to contracts entered into and to be performed entirely within that state.

10.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Mississippi ("Federal Court") or in a court of the State of Mississippi of appropriate jurisdiction ("Mississippi State Court"). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Mississippi State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 10.6, or to such other address as the Company may provide to the Franchising Authority in writing.

10.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized

on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

10.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 10.16.

10.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words "reasonable," "good faith," or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

10.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

10.19 No Third-Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the City Council of said Franchising Authority, has caused the corporate name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

City of Tupelo, Mississippi

By: _____

Name: _____

Title: Mayor

(Seal)

Attest: _____

Date: _____

Comcast of Tupelo, Inc.

By: _____

Name: _____

Title: _____

Attest: _____

Date: _____

APPENDIX A DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

“Agreement” means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

“Basic Service” means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

“Cable Act” means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

“Cable Service” means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. “Cable Service” does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

“Cable Service Provider” or **“CSP”** means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

“Cable System” means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but “Cable System” does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

(B) a facility that serves Subscribers without using any public right-of-way as defined herein;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

“Channel” means a “cable channel” or “channel” as defined in 47 U.S.C. § 522(4).

“Company” means Comcast of Tupelo, Inc., a corporation validly existing under the laws of the State of Mississippi, or lawful successor, transferee, designee, or assignee thereof.

“FCC” means the Federal Communications Commission, its designee, or any successor thereto.

“Franchise Area” means the incorporated areas of the City of Tupelo, Mississippi, including any areas annexed by the Franchising Authority during the term of the Franchise.

“Franchising Authority” means the City of Tupelo, Mississippi, or lawful successor, transferee, designee, or assignee thereof.

“Gross Revenues” means all revenues received from Subscribers for the provision of Cable Service or Video Service, including franchise fees for Cable Service Providers and Video Service Providers and advertising and home shopping services, and shall be determined in accordance with Generally Accepted Accounting Principles (“GAAP”). Gross Revenues shall not include:

(A) amounts billed and collected as a line item on the Subscriber’s bill to recover any taxes, surcharges, or governmental fees that are imposed on or with respect to the services provided or measured by the charges, receipts, or payments therefore; provided, however, that for purposes of this definition of “Gross Revenue,” such tax, surcharge, or governmental fee shall not include any ad valorem taxes, net income taxes, or generally applicable business or occupation taxes not measured exclusively as a percentage of the charges, receipts, or payments for services to the extent such charges are passed through as a separate line item on Subscriber’s bills;

(B) any revenue not actually received, even if billed, such as bad debt;

(C) any revenue received by any affiliate or any other person in exchange for supplying goods or services used by the provider to provide Cable or Video Programming;

(D) any amounts attributable to refunds, rebates, or discounts;

(E) any revenue from services provided over the network that are associated with or classified as non-Cable or non-Video Services under federal law, including, without limitation, revenues received from telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising revenue including, without limitation, yellow

pages, white pages, banner advertisements, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of one or more Cable or Video Services and sold for a single non-itemized price, the term "Gross Revenues" shall include only those revenues that are attributable to Cable or Video Services based on the provider's books and records, such revenues to be allocated in a manner consistent with generally accepted accounting principles;

(F) any revenue from late fees not initially booked as revenues, returned check fees or interest;

(G) any revenue from sales or rental of property, except such property as the Subscriber is required to buy or rent exclusively from the Cable or Video Service Provider to receive Cable or Video Service;

(H) any revenue received from providing or maintaining inside wiring;

(I) any revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, provided the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; or

(J) any amounts attributable to a reimbursement of costs including, but not limited to, the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

"Signal" means any transmission of radio frequency energy or of optical information.

"Streets" means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

"Subscriber" means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

"Video Programming" means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

"Video Service" means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video

Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

“Video Service Provider” or **“VSP”** means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

**APPENDIX B
CUSTOMER SERVICE STANDARDS**

Code of Federal Regulations
Title 47, Volume 4, Parts 70 to 79
Revised as of October 1, 1998
From the U.S. Government Printing Office via GPO Access
47 C.F.R. § 76.309
Page 561-63

TITLE 47—TELECOMMUNICATION
CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION
PART 76—CABLE TELEVISION SERVICE
Subpart H—General Operating Requirements

§ 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

#7.1

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
NOVEMBER 15, 2016

Be it remembered that the regular meeting of the Tupelo City Council was held in Council Chambers in the City Hall Building on Tuesday, November 15, 2016, at 6:00 p.m. with the following in attendance: Council Members Markel Whittington, Lynn Bryan, Travis Beard, Nettie Y. Davis, Buddy Palmer, Mike Bryan and Willie Jennings; City Attorney Ben Logan; and Glenda Muse, Clerk of the Council.

The invocation was led by Councilman Markel Whittington, followed by the Pledge of Allegiance led by Councilman Travis Beard and Harrison Whitaker, a member of the 2016 Tupelo High School swim team.

IN THE MATTER OF CALLING THE MEETING TO ORDER

President Lynn Bryan called the regular meeting to order at 6:00 p.m.

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

Upon a motion by Vice-President Markel Whittington, seconded by Councilman Mike Bryan, the council voted unanimously to confirm the agenda and agenda order, as amended:

MOVE: Routine Item #7.12 to Study Agenda #8.2

4. PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

IN THE MATTER OF RECOGNITION OF BOY/GIRL SCOUTS

No scouts were present for recognition.

IN THE MATTER OF RECOGNITION OF CITY EMPLOYEES

No city employees were present for recognition.

IN THE MATTER OF PUBLIC RECOGNITIONS

The following recognitions were made by Council Members:

... Councilwoman Davis – Announced that the Civilian Police Academy will hold its certificate ceremony for those who completed the course on Monday, November 21, 2016, at the Police Academy at 6:00 p.m. Councilwoman Davis had participated in this training along with several young people, retired teachers, etc.

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
NOVEMBER 15, 2016

... Councilman Whittington recognized Bro. Richard Price, Minister of North Green Street Church of Christ, who was present in the audience. Bro. Price has recently moved to Tupelo from New York City and is rapidly becoming involved in affairs of the city.

... Councilman Jennings recognized Mr. and Mrs. Mark Casey and Attorney and Mrs. Kenneth Mayfield who were present. Councilman Jennings commended Attorney Mayfield on the ribbon-cutting for his new furniture facility located on North Front Street and which is now open for business.

IN THE MATTER OF RECOGNITION OF TUPELO HIGH SCHOOL BOYS SWIM TEAM

Mayor Shelton presented a Certificate of Appreciation to the Tupelo High School Boys Swim Team who had recently finished in first place at the State MHSAA swim championships. This marks the tenth year the Tupelo boys have brought home the first place trophy under the leadership of Coach Lucas Smith.

IN THE MATTER OF PROCLAMATION IN RECOGNITION OF "COMPLAINT FREE DAY"

Mayor Shelton next presented a proclamation in recognition of "Complaint Free Wednesday" on November 23, 2016, the day before Thanksgiving. The proclamation was accepted by Cecilia Palmer, wife of Councilman Buddy Palmer, and a group of ladies in the Deer Park neighborhood who have been involved in a study concerning the idea of being a "complaint free" society. Complaining has been shown by research psychologists to be detrimental to a person's physical and emotional health and relationships and contributes to a limiting of their career success. Many schools have taken on the Complaint Free program with all ages achieving amazing results in creating positive attitudes.

IN THE MATTER OF PROCLAMATION IN RECOGNITION OF "SMALL BUSINESS SATURDAY"

Mayor Shelton next presented a proclamation in recognition of "Small Business Saturday" to be observed on November 26, 2016. The proclamation was accepted by Ms. Andie White. Small business owners contribute a great deal to the economic development and growth in the City of Tupelo and the city proudly supports these small businesses. All citizens are urged to shop local and support "Small Business Saturday" on November 26, 2016.

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
NOVEMBER 15, 2016

IN THE MATTER OF MAYOR'S REPORT

Following are excerpts of Mayor Shelton's report for this meeting:

... A group of the ladies of the Mary Stuart Chapter of the Daughters of the American Revolution accepted a Proclamation from Mayor Shelton proclaiming the month of November 2016 as "Native American Heritage Month" in the City of Tupelo. The Chickasaw Nation has been closely connected to the Mary Stuart Chapter in Tupelo by way of living in the Tupelo area in various settlements, with the largest being Olde Towne. Mary Stuart was the first teacher in Tupelo, teaching the Chickasaw Native American young ladies, as well as the Tupelo young ladies, in the front room of her home. The Chapter, along with the City of Tupelo, is currently working with the Chickasaw Nation in historical, cultural and preservation projects. Citizens of the city are encouraged to recognize the Native Americans, especially the Chickasaws in our area, for sharing their history, culture and preservation for future generations.

... Announced that the Community Thanksgiving Service will be held Thursday, November 17, 2016, at 11:30 a.m. at All Saints Episcopal Church.

... The City Hall will observe the Thanksgiving Holidays on Thursday, November 24 and Friday, November 25, 2016. All city offices will be closed on those dates.

... The Christmas lighting at Ballard Park is scheduled for December 1, 2016 at 5:30 p.m. at the Oren Dunn Museum.

... The Tupelo Christmas Parade will be held on Friday night, December 2, 2016.

(President Bryan closed the Public Agenda and the council returned to regular session.)

5. PUBLIC AGENDA

5.1 PUBLIC HEARING

**5.1.A DEMOLITION OF PROPERTY LOCATED
AT 517 CLAYTON AVENUE**

Mr. Sam Norris appeared to address the council concerning this issue, stating he was the only secured creditor of the property. President Lynn Bryan advised Mr. Norris to contact Shane Hooper, Director of the Development Services Department, for more information regarding this issue.

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
NOVEMBER 15, 2016

5.2 CITIZENS' HEARINGS

5.2.A STATE FLAG ISSUE – ZOLA PICKETT

Ms. Pickett did not appear to speak.

**5.2.B SAFETY ISSUES IN WARD 3 AND TUPELO
POLICE DEPARTMENT – CANDICE KNOWLES**

Ms. Knowles did not appear to speak.

**5.2.C WORKING GROUP – CITY'S HIRING AND
TRAINING POLICIES – PETE SIMS**

Mr. Sims had been a member of this working group appointed by Mayor Shelton, and addressed the council about some concerns he had concerning the report of the group.

(President Bryan then closed the Public Agenda and the council returned to regular session.)

6. ACTION AGENDA

(NO ITEMS)

7. ROUTINE AGENDA

**IN THE MATTER OF REVIEW/APPROVE MINUTES OF REGULAR CITY
COUNCIL MEETING**

Upon a motion by Councilman Beard, seconded by Councilman M. Bryan, the council voted unanimously to approve the minutes of the regular City Council meeting of Tuesday, November 1, 2016.

**IN THE MATTER OF REVIEW/APPROVE/REJECT ADVERTISING AND
PROMOTION EXPENSES**

Chief Financial Officer Kim Hanna had 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.

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
NOVEMBER 15, 2016

Upon a motion by Councilman Whittington, seconded by Councilman Palmer, the council voted unanimously to approve the listing as submitted. A copy of the list is attached to and made a part of these minutes as **APPENDIX A.**

IN THE MATTER OF REVIEW/PAY BILLS

Upon a motion by Councilwoman Davis, seconded by Councilman Beard, the council voted unanimously to approve payment of the following checks, bills having been reviewed at 4:30 p.m. by Council Members L. Bryan, Beard, Davis and Palmer:

Check Nos 330589 through 330920 (Pool Cash Fund)
Electronic transfers as shown on the face of the docket.
Invoices as shown on the face of the docket.
Requests made by AFLAC to reimburse employees under Flex-One Plan
as shown on the face of the docket.

IN THE MATTER OF REVIEW/APPROVE FINANCIAL REPORT FOR CITY OF TUPELO ELECTRIC DEPARTMENT

Upon a motion by Councilman Whittington and a second by Councilman M. Bryan, the council voted unanimously to approve the Financial Report for the City of Tupelo Electric Department for June 30, 2015-2016. Greg Jarrell, representing Franks, Franks, Jarrell & Wilemon, P. A., reviewed the report with the City Council and informed them that this was an excellent report with no instances of noncompliance with government standards. He complimented all city staff members involved in the preparation of the report for their cooperation with the auditors.

IN THE MATTER OF REVIEW/ACCEPT/RATIFY GENERAL AGREEMENT BETWEEN THE DEPARTMENT OF INTERIOR THROUGH THE NATIONAL PARK SERVICE AND THE CHICKASAW NATION AND THE CITY OF TUPELO AND THE CHICKASAW INKANA FOUNDATION

Upon a motion by Councilwoman Davis and a second by Councilman Palmer, the council voted unanimously to ratify a General Agreement between the Department of Interior through the National Park Service and the Chickasaw Nation and the City of Tupelo and the Chickasaw Inkana Foundation. An executed copy of this document setting forth all particulars is attached to these minutes and made a part hereof as **APPENDIX B.**

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
NOVEMBER 15, 2016

The Inkana Foundation in close partnership with the Chickasaw Nation plans to construct a Chickasaw Heritage Center on its ancestral homeland adjacent to the Parkway's site near Tupelo. The Foundation holds an option on 156.5 acres where a 50,000 square-foot facility would be constructed and a portion of the Black Belt prairie will be restored. The City of Tupelo will apply for a right-of-way to construct an access road to this area, said road to be city-owned, constructed and maintained.

The construction of such a Center has been in planning stages for several years and been a long-time objective for the National Park Service and the Chickasaw Nation dating back to 2002. A Memorandum of Understanding at that time was entered into between the Nation and the City of Tupelo to develop a museum and cultural center which would enhance the powerful ancestral legacy of the Chickasaw in Mississippi. The action tonight is another step forward in the development of this long-awaited project.

IN THE MATTER OF REVIEW/APPROVE ANNUAL TUPELO SPORTS COUNCIL CONTRACTS

Upon a motion by Councilman M. Bryan, seconded by Councilman Whittington, the council voted unanimously to approve annual contracts between the City of Tupelo and the Tupelo Sports Council and its member associations for the period October 1, 2016 to September 30, 2017. Copies of each are attached to these minutes and incorporated herein as **APPENDIX C.**

IN THE MATTER OF REVIEW/APPROVE REQUEST TO SURPLUS DUTY WEAPON AND SELL TO RETIRING POLICE OFFICER

Police Chief Bart Aguirre had submitted a request to the Mayor and City Council to surplus the duty weapon of Officer David Scott Greenhill and to allow him to purchase it for \$1.00 pursuant to State law. The weapon is described as a 9 MM. Glock 17 pistol, Serial #TEB 925. Officer Greenhill is a veteran officer with nine years of service with the Tupelo Police Department. He was injured while making an arrest and has been approved for a medical retirement effective October 1, 2016.

Upon a motion by Councilman Jennings, seconded by Councilman Palmer, the council voted unanimously to approve this request and declare the above described weapon as surplus and sell to Officer David Scott Greenhill for the sum of \$1.00.

IN THE MATTER OF REVIEW/APPROVE DEMOLITION OF PROPERTY LOCATED AT 517 CLAYTON AVENUE

Councilman Whittington moved to approve demolition of property located at

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
NOVEMBER 15, 2016

517 Clayton Avenue requested by the Department of Development Services as being in such a state of uncleanness and disrepair as to be a menace and hazard to public health, safety and welfare of the community. By this action the Tupelo Public Works Department is authorized to demolish this structure and invoice the owners and place liens on the property if the owners do not pay for the demolition. The motion was seconded by Councilman M. Bryan and unanimously passed by a vote of the council.

According to Code Enforcement Manager Debra Byrd, due diligence has been done in this case and has submitted this request dated November 1, 2016. A Public Hearing had been held earlier in this meeting with only one individual addressing the issue.

Copies of Public Hearing Notice and the case file are attached to these minutes and incorporated herein as **APPENDIX D.**

**IN THE MATTER OF REVIEW/APPROVE PROPOSAL TO PERFORM
FOLLOW-UP INSPECTION REPORT AFTER ASBESTOS ABATEMENT
WORK AT RAMADA INN**

The City Council had previously awarded a contract with Gulf Services Contracting, Inc. to perform work on the Ramada Inn Asbestos Abatement project. John Crawley, City Engineer, has now presented a proposal from EAC Environmental to perform a follow-up inspection report once the project is finished to ensure all work is complete. The cost of the proposal is \$425.00, and Mr. Crawley recommends that this proposal be approved.

Upon a motion by Councilman Beard and a second by Councilman Whittington, the council voted unanimously to approve the proposal from EAC Environmental for a follow-up inspection report upon completion of the asbestos abatement work by Gulf Services Contracting, Inc. A copy of the proposal is attached to these minutes as **APPENDIX E.**

**IN THE MATTER OF REVIEW/AWARD/REJECT BID FOR WEST JACKSON
STREET REDEVELOPMENT/CICADA COVE**

John Crawley, City Engineer, had advised the City Council by memorandum dated November 8, 2016, that bids had been received and opened for the West Jackson Street Redevelopment/Cicada Cove project. The apparent low bidder was Encor, LLC, with a bid amount of \$432,869 which includes the base bid of \$414,244 plus two (2) additive alternates. Mr. Crawley recommends that this bid be awarded and a contract entered into with Encor, LLC to complete this project. Cook Coggin Engineers has reviewed this bid and concurs with Mr. Crawley's recommendation.

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
NOVEMBER 15, 2016

Upon a motion by Councilman M. Bryan, seconded by Councilman Whittington, the council voted unanimously to award this bid to Enscor, LLC, and to enter into a contract with that firm for the West Jackson Street Redevelopment/Cicada Cove project. A copy of the bid package is attached to these minutes and incorporated herein as **APPENDIX F.**

IN THE MATTER OF REVIEW/AWARD/REJECT BID FOR TUPELO PUBLIC WORKS DEPARTMENT

Upon a motion by Councilman M. Bryan, seconded by Councilman Palmer, the council voted unanimously to award the following bid for the Tupelo Public Works Department as recommended by Chuck Williams, Director of that Department:

Bid: 1430PW Construction Dump Truck with Shuttle Bid
Recommendation: TAG Truck Center as
Lowest and Best Bidder

A copy of the bid package is attached hereto as **APPENDIX G.**

8. STUDY AGENDA

IN THE MATTER OF REVIEW/DISCUSS RESOLUTION REQUESTING STATE OF MISSISSIPPI TO ADOPT A STATE FLAG THAT REPRESENTS ALL PEOPLE

IN THE MATTER OF REVIEW/APPROVE AMENDMENT TO DISPLAY OF STATE FLAG POLICY

At the request of President Lynn Bryan, both these items will remain on the Study Agenda.

9. EXECUTIVE SESSION

No executive session needed according to City Attorney Ben Logan.

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
NOVEMBER 15, 2016

IN THE MATTER OF ADJOURNMENT

There being no further business to come before the City Council, upon a motion by Councilman Whittington, seconded by Councilman Palmer, the council voted unanimously to adjourn the regular meeting at 6:55 p.m.

PRESIDENT

ATTEST:

CLERK OF THE COUNCIL

APPROVED:

MAYOR

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
NOVEMBER 29, 2016

Be it remembered that a special called meeting of the Mayor and City Council was held in Council Chambers, 2nd Floor, City Hall Building, on Tuesday, November 29, 2016, at 4:30 p.m. with the following in attendance: Council Members Markel Whittington, Lynn Bryan, Travis Beard, Nettie Y. Davis, Buddy Palmer, Mike Bryan and Willie Jennings; City Attorney Ben Logan and Glenda Muse, Clerk of the Council.

NOTICE: CALL FOR A SPECIAL MEETING
OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF TUPELO

STATE OF MISSISSIPPI
COUNTY OF LEE
CITY OF TUPELO

TO: MARKEL WHITTINGTON, LYNN BRYAN, TRAVIS BEARD, NETTIE DAVIS, BUDDY PALMER, MIKE BRYAN, WILLIE JENNINGS, CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI

You are hereby notified that a special meeting of the Mayor and City Council of the City of Tupelo, Mississippi, is hereby called to meet in City Hall Council Chambers, 2nd Floor, 71 East Troy Street, in the City of Tupelo, Mississippi, on Tuesday, November 29, 2016.

TIME: 4:30 P.M.

The object of said meeting, being called pursuant to Miss. Code Sec. 21-8-11 is to discuss and act upon the following matter(s) of business:

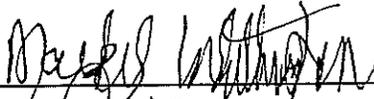
REVIEW/APPROVE AMENDMENT TO ORDER ESTABLISHING POLICY FOR THE DISPLAY OF STATE FLAG AT MUNICIPAL FACILITIES

This call issued on November 29, 2016, at 12:30 p.m.

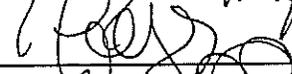
/s/ Markel Whittington, Ward 1
/s/ Travis Beard, Ward 3
/s/ Nettie Davis, Ward 4
/s/ Buddy Palmer, Ward 5
/s/ Mike Bryan, Ward 6

We, the undersigned Council Members of the City of Tupelo, Mississippi, hereby acknowledge personal service of the call for a special Meeting on Tuesday, November 29, 2016, at 4:30 p.m. and a copy of said call at least (3) hours before the time specified for said meeting:

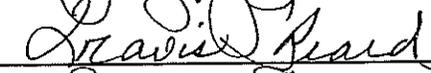
MARKEL WHITTINGTON, WARD 1



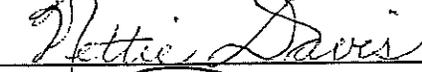
LYNN BRYAN, WARD 2



TRAVIS BEARD, WARD 3



NETTIE DAVIS, WARD 4



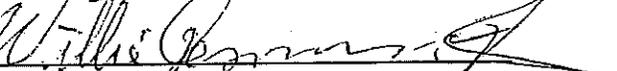
BUDDY PALMER, WARD 5



MIKE BRYAN, WARD 6



WILLIE JENNINGS, WARD 7



MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
NOVEMBER 29, 2016

IN THE MATTER OF CALLING THE MEETING TO ORDER

President Lynn Bryan called the special called meeting to order at 4:30 p.m.

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

Upon a motion by Councilman Whittington, seconded by Councilman M. Bryan, the council voted unanimously to confirm the agenda and agenda order as presented.

**IN THE MATTER OF REVIEW/APPROVE AMENDMENT TO ORDER
ESTABLISHING POLICY FOR THE DISPLAY OF STATE FLAG AT MUNICIPAL
FACILITIES**

Upon a motion by Councilman Palmer, seconded by Councilman Whittington, the council voted unanimously to approve an Amendment to Order Establishing Policy for the Display of State Flag at Municipal Facilities, original Order having been approved by the City Council at the regular meeting of November 1, 2016.

The policy for the display of the state flag at municipal facilities is amended by the addition of Section 5: The bicentennial banner of the State of Mississippi shall be flown in lieu of the state flag at the new police administration building on Front Street from December 10, 2016 until December 10, 2017. An executed copy of the Amendment is attached to these minutes and incorporated herein as **APPENDIX A**. Councilman Willie Jennings requested that his remarks concerning this matter be made a part of the minutes of this meeting, i.e. "If I decide to vote for this, I want it in the minutes that if elected, in one year, 2017, that I am not supporting putting up the State flag, now or never."

IN THE MATTER OF ADJOURNMENT

There being no further business to come before the Council, upon a motion by Councilman Whittington, seconded by Councilman Palmer, the council voted unanimously to adjourn the special called meeting at 4:45 p.m.

ATTEST:

CLERK OF THE COUNCIL

PRESIDENT

APPROVED:

MAYOR

7, 2

Finance Department

To: Mayor & City Council
From: Kim Hanna
Date: December 6, 2016
Re: Review/Approve/Reject Advertising and Promotion Expense

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

Prestige-\$1,000 (Holiday Unity Concert at the Civic Auditorium)

The proposed expenditure is included in the operating budget of the City of Tupelo.

#7.4

Memo

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

From: Terri Blissard, Grant Administrator

Date: December 1, 2016

Re: Homeland Security Grant – Statewide Training Coordinator

Please find attached a pass-through grant agreement for funding to be applied toward statewide Homeland Security training coordinator services.

The Mississippi Office of Homeland Security has allocated \$60,000 in grant funding for Statewide Training Coordinator William Grantham, Jr.'s salary and expenses from July 1, 2017, through June 30, 2018.

Mr. Grantham has worked with our region for several years, and this pass-through funding is essentially a continuation of previous years' grants.

MISSISSIPPI OFFICE OF HOMELAND SECURITY (MOHS)
POST OFFICE BOX 958
JACKSON, MS 39205

SUBRECIPIENT GRANT AWARD

Subrecipient: CITY OF TUPELO FIRE DEPARTMENT
(William Grantham Salary)

Project Title(s): Homeland Security Grant Program

Grant Period: 07-01-17 – 06-30-18 Date of Award: 11-01-16

Total Amount of Award: \$60,000.00 Grant No.: 16HS366T

In accordance with the provisions of Federal Fiscal Year 2016 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Subrecipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2016-SS-00045**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C. 603).

Payment of Funds: The original signed copy of this Award must be signed by the Official Authorized to Sign in the space below and returned to the MOHS no later than **December 15, 2016**. **The grant shall be effective upon return of this form and final approval the MOHS of the grant budget and program narrative.** Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

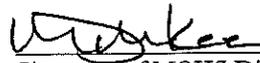
I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Act requires that subrecipients provide assurance that subrecipient funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT



Signature of Official Authorized to Sign



Signature of MOHS Director

SUBRECIPIENT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE MOHS OF THE SUBRECIPIENT'S GRANT PROGRAM BUDGET AND NARRATIVE.

MISSISSIPPI OFFICE OF HOMELAND SECURITY
STATE HOMELAND SECURITY GRANT PROGRAM SPECIAL CONDITIONS

* * * * *

1. All sub-grantees must comply with the National Incident Management System (NIMS) minimum requirements as specified in the Fiscal Year 2006 Homeland Security Grant Program Guidelines and Application Kit, page 47-48. By September 30, 2006, all jurisdictions must be fully NIMS compliant. FY06 and FY07 Homeland Security grant funds are contingent on NIMS compliance.
2. All sub-grantees must comply and be familiar with Homeland Security Presidential Directive-8, with regards to the IED Scenario, as mandated by the Office of Domestic Preparedness.
3. All sub-grantees are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
4. All sub-grantees are required by the Office of Domestic Preparedness to use the Global Justice Data Model specifications and guidelines regarding the use of XML for all HSGP awards.
5. Prior to the obligation or expenditure of any funds awarded through this grant, the Sub-recipient must become a legal signatory of the Statewide Mutual Agreement, maintained by the STATE EMERGENCY MANAGEMENT AGENCY. Furthermore, the Sub-grantee agree and understand that by allowing any agency to receive direct or indirect support from these grant funds without becoming a legal signatory to the said agreement is a direct violation of the terms and conditions of this grant award.
6. All SHSP sub-grantees must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
7. Recurring costs/fees are not allowable for funding under the 2006 HSGP. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only.
8. Position descriptions for each person to be paid with grant funds and organizational chart identifying grant funded position(s).
9. A physical inventory of property and equipment (as defined in Section IV, D.) must be taken and the results reconciled with the property control form at least once every two years. This report must be prepared and submitted by the sub-recipient to the SAA by January 31 of each year beginning in calendar year 2016.
10. The MOHS requires that property acquired with grant funds be tagged and tracked using a computer-based inventory system.
11. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. In an effort to realize improved interoperability, all radios purchased under this grant should be APCO 25 compliant.
12. The Budget Worksheet and/or Budget Narrative pages for this grant need to be revised before obligation of any grant funds.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above conditions.

Signature of the Chief Executive Officer

11-21-16

Date

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to receive assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements.
5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars A-87 and A-133 as applicable and/or as directed by the DPS Authorized Representative.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.



Grant Recipient Representative

11-21-16

Date

1.5

Memo

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

From: Terri Blissard

Date: December 1, 2016

Re: Homeland Security Grant -- Fire Department

Please find attached for your approval a grant agreement for an \$8,000 Homeland Security grant for the fire department.

This grant funds certain recurring expenses such as a satellite phone contract and equipment repair/replacement.

There is no match for the grant.

Please let me know if you have any questions.

MISSISSIPPI OFFICE OF HOMELAND SECURITY (MOHS)
POST OFFICE BOX 958
JACKSON, MS 39205

SUBRECIPIENT GRANT AWARD

Subrecipient: TUPELO FIRE DEPARTMENT
(Maintenance of Detection Equipment & Satellite Phone)

Project Title(s): Homeland Security Grant Program

Grant Period: 11-01-16 – 09-30-17 Date of Award: 11-01-16

Total Amount of Award: \$8,000.00 Grant No.: 16HS366

In accordance with the provisions of Federal Fiscal Year 2016 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Subrecipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is EMW-2016-SS-00045. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C. 603).

Payment of Funds: The original signed copy of this Award must be signed by the Official Authorized to Sign in the space below and returned to the MOHS no later than **December 15, 2016**. **The grant shall be effective upon return of this form and final approval the MOHS of the grant budget and program narrative.** Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

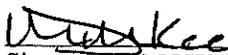
I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Act requires that subrecipients provide assurance that subrecipient funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT



Signature of Official Authorized to Sign



Signature of MOHS Director

SUBRECIPIENT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE MOHS OF THE SUBRECIPIENT'S GRANT PROGRAM BUDGET AND NARRATIVE.

MISSISSIPPI OFFICE OF HOMELAND SECURITY
STATE HOMELAND SECURITY GRANT PROGRAM SPECIAL CONDITIONS

- * * * * *
1. All sub-grantees must comply with the National Incident Management System (NIMS) minimum requirements as specified in the Fiscal Year 2006 Homeland Security Grant Program Guidelines and Application Kit, page 47-48. By September 30, 2006, all jurisdictions must be fully NIMS compliant. FY06 and FY07 Homeland Security grant funds are contingent on NIMS compliance.
 2. All sub-grantees must comply and be familiar with Homeland Security Presidential Directive-8, with regards to the IED Scenario, as mandated by the Office of Domestic Preparedness.
 3. All sub-grantees are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
 4. All sub-grantees are required by the Office of Domestic Preparedness to use the Global Justice Data Model specifications and guidelines regarding the use of XML for all HSGP awards.
 5. Prior to the obligation or expenditure of any funds awarded through this grant, the Sub-recipient must become a legal signatory of the Statewide Mutual Agreement, maintained by the STATE EMERGENCY MANAGEMENT AGENCY. Furthermore, the Sub-grantee agree and understand that by allowing any agency to receive direct or indirect support from these grant funds without becoming a legal signatory to the said agreement is a direct violation of the terms and conditions of this grant award.
 6. All SHSP sub-grantees must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
 7. Recurring costs/fees are not allowable for funding under the 2006 HSGP. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only.
 8. Position descriptions for each person to be paid with grant funds and organizational chart identifying grant funded position(s).
 9. A physical inventory of property and equipment (as defined in Section IV, D.) must be taken and the results reconciled with the property control form at least once every two years. This report must be prepared and submitted by the sub-recipient to the SAA by January 31 of each year beginning in calendar year 2016.
 10. The MOHS requires that property acquired with grant funds be tagged and tracked using a computer-based inventory system.
 11. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. In an effort to realize improved interoperability, all radios purchased under this grant should be APCO 25 compliant.
 12. The Budget Worksheet and/or Budget Narrative pages for this grant need to be revised before obligation of any grant funds.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above conditions.

Signature of the Chief Executive Officer

11-21-16

Date

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to receive assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements.
5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars A-87 and A-133 as applicable and/or as directed by the DPS Authorized Representative.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.



Grant Recipient Representative

11-21-16

Date

#7.6

City of Tupelo
Fy 2017 Budget Revision #1

Whereas, the Mayor and City Council of the City of Tupelo have determined that the budget estimates and certain increases are needed in the operating departments, it is hereby resolved to amend the FY 2017 Budget as follows:

| | Original Budget | Amendment | Amended Budget |
|------------------------------------|--------------------|----------------|-------------------|
| General Fund Revenues | | | |
| Local Taxes | 7,354,059 | | 7,354,059 |
| Licenses & Permits | 1,005,000 | | 1,005,000 |
| Intergovernmental Revenues | 24,975,496 | 129,000 | 25,104,496 |
| Charges for Services | 701,000 | | 701,000 |
| Fines & Forfeits | 1,120,000 | | 1,120,000 |
| Interest Income & Misc. Revenues | 364,700 | 2,223 | 366,923 |
| Other Financing Resources | 81,550 | | 81,550 |
| Unreserved Fund Balance | - | - | - |
| Total General Fund Revenues | 35,601,805 | 131,223 | 35,733,028 |

Purpose: To budget for the updated amount from the Forestry Commission (500).
 To budget for the carryover the Homeland Security Grant for the EOD unit (62,500).
 To budget for the Homeland Security grant to be used for the Statewide Homeland Security Training Coordinator.
 To budget for an additional Homeland Security grant for satellite phone expenses (6,000).
 To budget for the donations from Fred's for the Fire Department (723).
 To increase the budget for the donation from Supersagless (1,500)

Expenditures:

City Council

| | | | |
|---------------------------|----------------|----------|----------------|
| Personnel | 247,117 | | 247,117 |
| Supplies | 5,000 | | 5,000 |
| Other Services & Charges | 263,150 | | 263,150 |
| Capital | - | - | - |
| Total City Council | 515,267 | - | 515,267 |

Purpose:

Executive Dept.

| | | | |
|------------------------------|------------------|----------|------------------|
| Personnel | 694,382 | | 694,382 |
| Supplies | 26,100 | | 26,100 |
| Other Services & Charges | 294,850 | | 294,850 |
| Capital | 1,500 | - | 1,500 |
| Total Executive Dept. | 1,016,832 | - | 1,016,832 |

Purpose:

City Court

| | | | |
|--------------------------|----------------|----------|----------------|
| Personnel | 697,691 | | 697,691 |
| Supplies | 17,800 | | 17,800 |
| Other Services & Charges | 110,741 | | 110,741 |
| Capital | - | - | - |
| Total City Court | 826,232 | - | 826,232 |

Purpose:

| | Original Budget | Amendment | Amended Budget |
|---------------------------------------|--------------------|-----------|-------------------|
| <u>Budget & Accounting</u> | | | |
| Personnel | 758,383 | | 758,383 |
| Supplies | 39,275 | | 39,275 |
| Other Services & Charges | 340,063 | | 340,063 |
| Capital | 116,150 | - | 116,150 |
| Total Budget & Accounting | 1,253,871 | - | 1,253,871 |

Purpose:

Personnel Dept.

| | | | |
|------------------------------|----------------|----------|----------------|
| Personnel | 256,987 | | 256,987 |
| Supplies | 4,500 | | 4,500 |
| Other Services & Charges | 32,444 | | 32,444 |
| Capital | - | - | - |
| Total Personnel Dept. | 293,931 | - | 293,931 |

Purpose:

Development Services

| | | | |
|-----------------------------------|------------------|----------|------------------|
| Personnel | 1,266,618 | | 1,266,618 |
| Supplies | 60,950 | | 60,950 |
| Other Services & Charges | 79,591 | | 79,591 |
| Capital | 6,000 | - | 6,000 |
| Total Development Services | 1,413,159 | - | 1,413,159 |

Purpose: To budget to expense donated funds from the Tupelo Garden Club for the wild flower project.

Police Dept

| | | | |
|---------------------------|-------------------|---------------|-------------------|
| Personnel | 7,678,582 | | 7,678,582 |
| Supplies | 612,130 | | 612,130 |
| Other Services & Charges | 1,686,273 | 14,860 | 1,701,133 |
| Capital | 124,996 | 47,640 | 172,636 |
| Total Police Dept. | 10,101,981 | 62,500 | 10,164,481 |

Purpose: To budget for the carryover of the Homeland Security Grant to be used by the EOD unit. (62,500)

Fire Dept

| | | | |
|--------------------------|------------------|---------------|------------------|
| Personnel | 5,541,034 | | 5,541,034 |
| Supplies | 241,000 | 723 | 241,723 |
| Other Services & Charges | 302,478 | 66,000 | 368,478 |
| Capital | - | - | - |
| Total Fire Dept. | 6,084,512 | 66,723 | 6,151,235 |

Purpose: To increase the budget for the Homeland Security Grant awarded to be used for supplies related to the satellite phone (6,000).
To increase the budget for the Homeland Security Grant awarded for the Task Force Coordinator.
To budget for donation from Fred's to be used for Fire Prevention (723).

| | Original Budget | Amendment | Amended Budget |
|----------------------------|-------------------------|-------------------|-------------------------|
| <u>Public Works</u> | | | |
| Personnel | 2,994,640 | | 2,994,640 |
| Supplies | 386,600 | 500 | 387,100 |
| Other Services & Charges | 2,015,276 | | 2,015,276 |
| Capital | <u>20,000</u> | <u>-</u> | <u>20,000</u> |
| Total Public Works | <u>5,416,516</u> | <u>500</u> | <u>5,417,016</u> |

Purpose: Update the forestry commission grant from \$5,000 to \$5,500.

| | | | |
|--------------------------------------|-------------------------|---------------------|-------------------------|
| <u>Parks & Recreation</u> | | | |
| Personnel | 1,683,954 | | 1,683,954 |
| Supplies | 385,000 | 1,500 | 386,500 |
| Other Services & Charges | 870,654 | | 870,654 |
| Capital | <u>15,000</u> | <u>-</u> | <u>15,000</u> |
| Total Parks & Rec | <u>2,954,608</u> | <u>1,500</u> | <u>2,956,108</u> |

Purpose: To budget for the donation from Supersagless approved by Council on November 1, 2016 to be used for trees at Theron Nichols Park.

| | | | |
|---------------------------------|-----------------------|-----------------|-----------------------|
| <u>Aquatics Facility</u> | | | |
| Personnel | 404,095 | | 404,095 |
| Supplies | 145,000 | | 145,000 |
| Other Services & Charges | 348,500 | | 348,500 |
| Capital | <u>5,000</u> | <u>-</u> | <u>5,000</u> |
| Total Aquatics Facility | <u>902,595</u> | <u>-</u> | <u>902,595</u> |

Purpose:

| | | | |
|--------------------------|-----------------------|-----------------|-----------------------|
| <u>Museum</u> | | | |
| Personnel | 117,840 | | 117,840 |
| Supplies | 11,000 | | 11,000 |
| Other Services & Charges | 39,850 | | 39,850 |
| Capital | <u>-</u> | <u>-</u> | <u>-</u> |
| Total Museum | <u>168,690</u> | <u>-</u> | <u>168,690</u> |

Purpose:

| | | | |
|---------------------------|-------------------------|-----------------|-------------------------|
| Community Services | <u>1,020,228</u> | <u>-</u> | <u>1,020,228</u> |
|---------------------------|-------------------------|-----------------|-------------------------|

Purpose:

| | | | |
|---------------------|-----------------------|-----------------|-----------------------|
| Debt Service | <u>598,791</u> | <u>-</u> | <u>598,791</u> |
|---------------------|-----------------------|-----------------|-----------------------|

| | | | |
|-----------------------------|-------------------------|-----------------|-------------------------|
| Other Financing Uses | <u>3,015,333</u> | <u>-</u> | <u>3,015,333</u> |
|-----------------------------|-------------------------|-----------------|-------------------------|

| | | | |
|-----------------|----------------------|-----------------|----------------------|
| Reserves | <u>19,259</u> | <u>-</u> | <u>19,259</u> |
|-----------------|----------------------|-----------------|----------------------|

| | | | |
|--|--------------------------|-----------------------|--------------------------|
| Total General Fund Expenditures | <u>35,601,805</u> | <u>131,223</u> | <u>35,733,028</u> |
|--|--------------------------|-----------------------|--------------------------|

| | Original Budget | Amendment | Amended Budget |
|---|--------------------------|---------------------|--------------------------|
| Fund #327 | | | |
| Tupelo Capital & Infrastructure Fund | | | |
| Revenues | | | |
| Grants | 4,105,841 | | 4,105,841 |
| Transfer from Other Funds | 1,522,000 | | 1,522,000 |
| Donations/Grant Contributions | - | 5,700 | 5,700 |
| Bond Proceeds | 3,296,563 | | 3,296,563 |
| Unreserved Fund Balance | 6,286,239 | 2,500 | 6,288,739 |
| Total Revenues | <u>15,210,643</u> | <u>8,200</u> | <u>15,218,843</u> |

Purpose: Accept donation for Police Equipment from H.M. Richards (5,000), from Jordan Carpet (200) and from Independent Furniture(500).

Expenditures

| | | | |
|---|--------------------------|---------------------|--------------------------|
| Other Services & Charges | | | |
| Maintenance Projects | 259,604 | | 259,604 |
| Street Overlay | 1,656,126 | | 1,656,126 |
| Beautification Projects | 348,548 | | 348,548 |
| Contingies/Grant Matches | 222,251 | - | 222,251 |
| Total Other Services & Charges | <u>2,486,529</u> | <u>-</u> | <u>2,486,529</u> |
| Capital | | | |
| Infrastructure Improvements | 4,147,488 | | 4,147,488 |
| Equipment | 318,970 | | 318,970 |
| Building Improvements | 4,386,574 | | 4,386,574 |
| Park Improvements | 2,839,722 | | 2,839,722 |
| Industrial Grant Improvement | 513,932 | | 513,932 |
| Vehicles | 191,390 | | 191,390 |
| Police Vehicles/Equipment | 181,038 | 8,200 | 189,238 |
| Fire Equipment/Trucks | 50,000 | | 50,000 |
| Contingencies(Grant Matches) | - | - | - |
| Total Capital | <u>12,629,114</u> | <u>8,200</u> | <u>12,637,314</u> |
| Other Financing Uses | <u>95,000</u> | <u>-</u> | <u>95,000</u> |
| Total Expenditures | <u>15,210,643</u> | <u>8,200</u> | <u>15,218,843</u> |

Purpose: To accept donation for Police Equipment for 2017 to be combined with a donation from Walmart received in 2016.

Voting

| | |
|-------------------------------|-------|
| Councilman Mike Bryan | _____ |
| Councilman Markel Whittington | _____ |
| Councilman Lynn Bryan | _____ |
| Councilman Travis Beard | _____ |
| Councilman Nettie Davis | _____ |
| Councilman Buddy Palmer | _____ |
| Councilman Willie Jennings | _____ |

Approved:

President of the Council
City of Tupelo

Attest:

Clerk of the Council

Mayor
City of Tupelo

Attest:

City Clerk

1.1

Memorandum

To: City Council
From: Kim Hanna
Date: December 6, 2016
CLOSE BANK ACCOUNT

I am requesting the approval to close the following bank account at Trustmark Bank.

City of Tupelo Thoroughfare Phase V Account

The purpose of this account was to receive and hold payments for the Major Thoroughfare Phase V program. October 1, 2016 marks the beginning of the Major Thoroughfare Phase VI program and all remaining funds from Phase V have been transferred.

1.8

Glenda Muse

From: Don Lewis
Sent: Wednesday, November 30, 2016 4:43 PM
To: Glenda Muse
Subject: FW: Trice Webb Bio

Glenda the Mayor would like Trice added to the TAA Board. Can you place on the agenda? Thanks

From: Jason Shelton
Sent: Wednesday, November 30, 2016 4:42 PM
To: Don Lewis <Don.Lewis@tupeloms.gov>; Lynsey Vanstory <Lynsey.Vanstory@tupeloms.gov>
Subject: Fwd: Trice Webb Bio

Sent from my iPhone

Begin forwarded message:

From: Trice Webb <t.webb@ufitransportation.com>
Date: November 30, 2016 at 6:49:48 PM GMT+2
To: "jason.shelton@tupeloms.gov" <jason.shelton@tupeloms.gov>
Subject: Trice Webb Bio

From: Trice Webb
Sent: Wednesday, September 14, 2016 1:59 PM
To: tryspider@yahoo.com
Subject: bio

Trice Webb is currently the Inbound Logistics Manager at UFI Transportation in Tupelo, MS. He holds a Bachelors of Business Administration in Transportation from Mississippi State University, and has over 20 years experience in the Transportation industry. He has been around the Tupelo Airport his entire life in various capacities, such as working for FBOs and taking flying lessons. Trice also has worked at other airports in MS, including Starkville and Jackson, MS.

Qualifications include:

- * Worked for father at Webb's Flying Service at the Tupelo Airport
- * Worked for Tupelo Aero at Tupelo Airport

- * Learned to fly at SouthernAire Carriers at Tupelo Airport
- * Worked at Starkville Air Service
- * Worked at Jackson Air Center in Jackson, MS

Trice is a lifelong aviation enthusiast. He has both practical experience and intimate knowledge of the Tupelo Airport and would be positive influence toward helping the Airport Board further the best interests of the Tupelo Airport.

7.9

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: 12/1/2016
Re: Tupelo Park Advisory Board Re-appointments

I would respectfully like to request that the Mayor, and City Council re-appoint the following people to serve on the Tupelo Park Advisory Board. These positions have a three year term.

Listed below are the people that we would like to re-appoint:

Ward 1

Robin Faucette

Ward 2

Mike Maynard

Ward 3

Jack Keene

- There bios are attached to this memo

ward 1

Robin Faucette
1108 Belledeer
Tupelo, MS 38801

Bob K. "Robin" Faucette is a lifelong resident of Tupelo along with his wife Cindy. He has two sons, Kirby and Harris. He is retired from Faucette Petroleum and is a member of 1st Presbyterian Church of Tupelo.

Robin has been involved with Parks and Recreation sports for 28 years, where he has coached and was a Team Manager for Tupelo Futbol Club Division I Select Soccer program for several years. He was Treasurer for Tupelo Youth Soccer Association and then became Treasurer for the Tupelo Sports Council where he served for over 12 years. He has been President of Parks Advisory Board for 6 years along with being a member for 10 years.

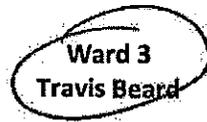
Ward 2

MIKE MAYNARD
1210 Clayton Avenue
Tupelo, MS 38804

I Graduated from Tupelo High School and Ole Miss with a BBA in Banking and Finance. Three daughters, Amy McCoy, teacher at Saltillo Elementary, Anna Sinclair, nurse at North Mississippi State Hospital. Alice Griggs, teacher at Verona Elementary. Seven grandchildren. Lifelong member of Harrisburg Baptist Church. Current president of NM BNI Marketing Group, Vice President of Tupelo Luncheon Civitan Club, Board member and past president of CASA, board member of Junior Achievement and Faith Haven. Past vice chairman and board member of Alpha House, past president of The Joyner Neighborhood Association. I enjoy cycling, reading, traveling and going on medical/dental mission trips. I have been to Honduras 22 times, Ecuador 7 times, Mexico 7 times, Israel 4 times, Argentina 4 times, Uganda 2 times, Russia 2 times, Jordan 2 times and Kenya, China, Romania, Hungary, Greece, Turkey and The Netherlands once.

Tupelo Park Advisory Board

Jack Keene Bio



Jack Keene is a current resident of Tupelo in the Lee Acres neighborhood with his wife Vicki. He is a retired Quality Assurance Engineer and previous resident of Dallas, Texas.

Prior to moving to Tupelo, he has served as an adult Boy Scout leader as well as YMCA youth program leader. Most recently, he has been an officer of his Dallas neighborhood association and served on the Bishop Davis re-zoning study. The study promoted major revision to continued revitalization of the century old neighborhood.

As a member the Friends of Oak Cliff Parks he supported and advocated for the historic parks in the north Oak Cliff area of Dallas as well as his Kidd Springs neighborhood. He was instrumental in the establishment of a public art project, a butterfly garden, and promoting the unique history of Kidd Springs Park.

Jack is particularly interested in being a member of the Park And Recreation Advisory Board for Tupelo to support this valuable community asset.

7.10



Tupelo Police Department

Chief Bart Aguirre

Memorandum

To: City Council Members
From: Chief Bart Aguirre
Subject: Surplus as Scrap
CC: Mayor Jason Shelton
Don Lewis, COO
Date: November 23, 2016

Please accept this letter as request to surplus for scrap approximately 226 bicycles which have been stored at the rear lot at 220 N. Front Street. These bicycles have entry dates ranging from August of 2002 up to March of 2015. They have been in the weather and are in extremely poor condition. Most are extremely rusted with rotten tires, seats and cables.

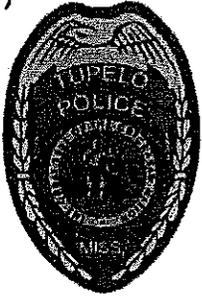
These bicycles have zero fair-market value and may be disposed of pursuant to Miss. Code Anno §17-25-25 (1972 as amended). It is our intention to obtain the best quotes for scrap metal bids and sell them for scrap.

Thank you for your attention in this matter.

A handwritten signature in black ink, appearing to read "Bart Aguirre".

Bart Aguirre
Chief of Police

1, 11



Tupelo Police Department

Chief Bart Aguirre

To: Mayor Jason Shelton & COO Don Lewis
CC: Council Members
Fr: Chief Bart Aguirre
Dt: November 21, 2016
Re: Special Police Detail – Belk Store #671 Tupelo

Ladies and Gentlemen:

I respectfully request that you allow Officer Jay Marshall to be able to wear Police uniform and to have proper city issued equipment for help with security and deterrent at the Belk Department Store in the Mall at Barnes Crossing. Liability and the fee for the officer's detail will come from the Belk Department Store.

Sincerely,

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

Bart Aguirre
Chief of Police

11.12

MEMO

TO: Mayor, City Council members
FROM: Pat Falkner
DATE: November 28, 2016
RE: Routine agenda item: Minutes of November 7, 2016
Planning Committee meeting

Attached are the minutes of the Planning Committee meeting of November 7, 2016.

- VAR16-06 Application from Kyle and Britta Rogers for side setback variance at 2006 Nancy Drive.
Approved with conditions

TUPELO PLANNING COMMITTEE

November 7, 2016

CALL TO ORDER

Chairman William Smith called the meeting to order, provided the invocation and led the Pledge of Allegiance. Members present were Mr. William Smith, Mr. Scott Davis, Mr. Rud Robison, Mrs. Doris Jean Pittman, Mr. Gus Hildenbrand, Mrs. Margaret Ann Kennedy, Mr. Ted Moll, and Mrs. Patti Thompson. Staff present was Pat Falkner of the Development Services Department.

REVIEW OF OCTOBER MINUTES

The minutes were approved on a motion by Mrs. Kennedy and a second by Mr. Davis.

REPORT ON COUNCIL ACTIONS

Mr. Falkner reported that the actions from the October 3 Committee meeting had been accepted by the City Council on October 18.

NEW BUSINESS

VAR16-06 Request from Kyle Rogers for variance of side setback on residential addition at 2006 Nancy Drive.

Mr. Rogers spoke in reference to the application, saying that he wanted to update and expand the house, which would include taking in the present carport and adding a new one on the south side of the property. He said that he had shown the plans to his neighbors and that none of them objected.

Mr. Falkner reported an email from a neighbor, Will Newcomer, who asked that a drainage problem between the lots be corrected as part of the construction project.

Mr. Hildenbrand asked who would be responsible for monitoring the drainage question. Mr. Falkner replied that point would be given to the building inspectors. Mr. Rogers said that there was a French drain in place but it was not working adequately, but that he had already discussed the drainage problem with his contractor Tony Miles.

Mr. Davis asked what the staff recommendation was. Mr. Falkner reviewed the analysis and said that the recommendation was for approval with the condition that the size of the carport be reduced to leave a minimum five foot side setback rather than the requested two foot setback. The reason for this was to allow for the adjoining property to have the potential for a similar addition and variance without encountering the

building code fireproofing standards that would apply if structures were less than ten feet apart.

Mr. Robison asked about the dimensions of the carport shown on the site plan. Mr. Rogers confirmed that the width shown was 26.5 feet. Mr. Davis said that the carport could be reduced to 24 feet wide and still have enough room for two vehicles. He asked if Mr. Rogers would accept that size limitation. Mr. Rogers said that he would.

Mr. Falkner reported that he had received a phone call from a relative of the owner of a property on Nancy Drive which had received notice of the hearing. The relative stated that the owner of record had recently died and the property would be in an estate which the caller's wife was the executor. There was a concern that the executor might need to object to the variance to protect the interests of the heirs to the property. The person making the call did not formally object but did want these concerns made part of the record of the action.

Mrs. Kennedy asked a question to Mr. Miles, the applicant's contractor who was present. Mr. Miles of 272 Columbine Place said that he would bring a landscape architect in to look at the drainage of the lot.

Mr. Davis made a motion to approve the application with the condition that the carport be reduced in width to maintain a side setback of five feet, and that the drainage issue be corrected before the completion of the construction project. Mrs. Pittman seconded and the motion passed unanimously.

Mr. Falkner reported that no applications had been received yet for the November meeting, but that there were two that might come in. He said that if these applications were received in time, the committee would be contacted about meeting and work session dates.

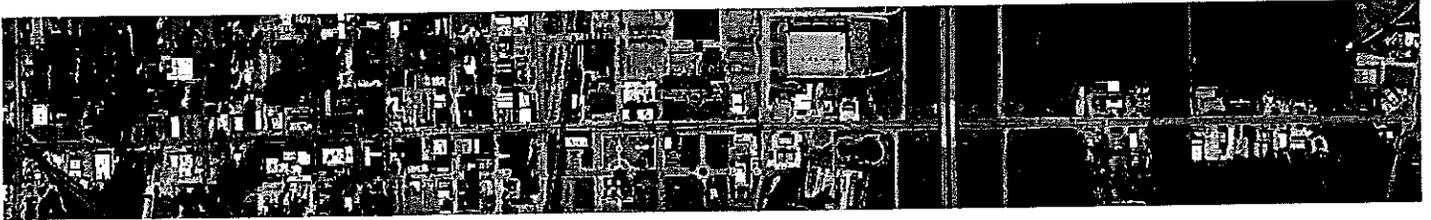
The meeting was adjourned on a motion by Mr. Hildenbrand, seconded by Mr. Robison.

#1.13

MEMO

TO: Mayor, City Council members
FROM: Shane Hooper
DATE: November 21, 2016
RE: Routine agenda item: Donation of Leave

Renee Newton with the Development Services department is being treated for a long term illness and has used her accumulated leave. We request permission for other employees to donate some of their sick leave for her use as provided in the employee handbook section 601..



#7.14

Tupelo Major Thoroughfare Program Minutes
October 10, 2016

Members present: Hudson Bryan, Eddie Carnathan, Bill Cleveland, C W Jackson, J D Moore, Greg Pirkle, Wesley Webb

Members not present: Ken Burton, Jeffery Gladney, Gunner Goad, Stuart Johnson, Ernie Joyner, Jamie Osbirn, Theodore Roach, Drew Robertson, Kay Trapp, Brent Waldrop, Wesley Wells

Others present: John Crawley, Johnny Timmons, Chuck Williams, Don Lewis, John White, Mark Weeden

Meeting was called to order by Chairman Greg Pirkle.

Roll Call was taken by Renee Newton.

Mr. Pirkle asked the Committee to review and approve the minutes of the September 12, 2016, Major Thoroughfare Program meeting. Motion made and seconded to approve the minutes. The minutes were unanimously approved.

Kim Hanna reviewed the Major Thoroughfare Phase V Budget Report for the period ending September 30, 2016. Beginning cash balance was \$1,602,233. Revenue from Property Tax, Homestead Exemption filings, and Interest Earned totaled \$158,260. Actual Expenditures totaled \$10,329 for personnel cost. There has not been an increase in personnel cost, the month of September had three (3) pay periods. Ending cash balance was \$1,750,165.

Mrs. Hanna stated that the account has been opened for the incoming 2017 tax collections for Phase VI. The Phase V account will be closed and all remaining monies transferred to the new account.

Greg Pirkle asked how the Committee will see the 25% for maintenance reported in the new budget. Mrs. Hanna explained that a new line item will be added under Expenditures on the Financial Report for the new budget to report funds allocated for maintenance.

John Crawley, City Engineer, gave updates on the current projects.

NATCHEZ TRACE BRIDGE

Project closeout paperwork is currently being prepared

EAST MAIN STREET (GREEN STREET TO VETERANS)

Punch list items have been completed with the exception of some landscaping items which are being postponed until suitable weather for planting. Contractor will wait until November to replant.

THOMAS STREET / HWY 6 INTERCHANGE

Additional archeological investigation to get the project cleared for construction was held on September 20, 2016. Representatives of the Chickasaw Nation, MDOT, University of Mississippi Archeology Department, City of Tupelo Public Works Department, Engineering Solutions Inc., and Archeologist John O'Hear were present for the field investigation. No significant artifacts appeared to be found. A report is currently being prepared for submission to the Department of Archives and History and MDOT for their review. Once this is completed we anticipate MDOT approval of the construction permit.

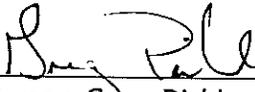
New Business

Greg Pirkle began discussion on the Traffic Signal Optimization project. The selection Sub-Committee recommended Neel -Schaffer be awarded the project. Cost of the project will be \$187,271, and will include more than original study area.

Motion was made by Eddie Carnathan to make recommendation to City Council to select Neel-Schaffer to perform the Traffic Signal Operational Study on Main Street and Eason Boulevard. Bill Cleveland seconded the motion. Motion approved unanimously.

Greg Pirkle reported that the Engineering Selection Sub-Committee asked four (4) firms to submit proposals for Phase VI projects. Proposals are due October 29. Firms were asked to submit proposals as a total of all projects, as well as for each individual project. The Sub-Committee plans to have recommendations ready for the November MTP meeting.

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



Chairman Greg Pirkle



Submitted by Renee Newton



BancorpSouth Arena & Conference Center

Minutes of the Tupelo Coliseum Commission Monthly Meeting – Tuesday, October 25, 2016.

Tupelo Coliseum Commission members in attendance: Neal McCoy, Sherry Davis, Moe Livingston, Stephanie West and Scott Reed.

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

City of Tupelo: Kim Hanna

Tupelo City Council:

Daily Journal: Derek Russell

Call to Order – Chairman Scott Reed called the monthly meeting of the Tupelo Coliseum Commission to order on Tuesday, October 25, 2016 at 3PM. He thanked everyone for giving their time and service to this community and this building.

Approval of Minutes – Chairman Reed asked for the approval of the September meeting minutes. Moe Livingston motioned to approve the September meeting minutes. Sherry Davis seconded that motion. After no questions concerning the minutes, the motion was carried and the minutes were unanimously approved.

Financial Report – Kim Hanna, Chief Financial Officer, reported on financials through September 30, 2016. She reported that we finished the fiscal year with Total Assets of \$1,748,293.13, with \$816,362.00 in Operating Cash. Our Settlement account currently holds \$719,192.22, with \$628,142.32 being held for upcoming events. Our Current Year Revenue Over (Under) Expense is (\$230,804.68). These numbers reflect a significant reinvestment into the facility during the past fiscal year, including repaving the east parking lot, replacing folding chairs, and replacing the fire alarm system for the arena.

Director Hunt added that that he is never happy when our expenditures exceed our revenues; however our economic impact goal for 2016 was \$14,000,000. We actually had an economic impact of \$27,000,000 for the fiscal year!

Chairman Reed stated our Balance Sheet looks good. He thinks we are in line with our mission. We exist to bring people to town; our job is to make money for the city first and

for the venue second. With an economic impact \$13,000,000 over our goal, we can call the year successful.

Director's Report

Director Hunt went over the goal for the Coliseum for the past fiscal year.

The goal for Economy Impact was \$14,000,000. Our Economy Impact was \$27,000,000.

The goal for attendance was 220,000. Our attendance was 276,672.

We hosted 20 Statewide, Regional or International conferences

We did not finish the fiscal year with a surplus.

Our expansion is not under construction, but is still on the board.

Our goal is ten concerts each year, and we had ten.

Looking ahead to 2017, we currently have twelve concerts confirmed for the fiscal year, and could host as many as fifteen. Our busiest year ever was seventeen concerts back in 1994-95. He feels that the market can sustain 10-12 per year on a regular basis.

Travel Report – Director Hunt reported that he attended the Arena Management Conference (AMC) in September in Tampa. There he met with Manager, Agents, Promoters and other Venue Managers. He returned to Florida in October to meet with the Venue Management School Board of Regents, which is the group responsible for planning the school. He will be chairman of this committee in 2019. Craig Russell, Kevan Kirkpatrick, and Ebony Hattix have all graduated from the school. We will send a staff member this year (possibly two if a scholarship is awarded). Next week he will be leaving for Australia, where he will be the visiting lecturer at their Venue Management School.

Attendance – Director Hunt reported that we had 272,672 people attend events in our facility in 2016, which is our fourth best year overall. For fiscal year 2017 26,000 people have already attended events here, a 12% increase over 2016 numbers.

Past Events

WWE was here in September 19th. Their attendance was in line with their last appearance in January. This event went well. We have suggested that they stay out of the market for at least a year to let interest grow in the event.

The CREATE Career Expo was here the first week in October. This was a great event. We handled everything in house last year (last year an outside vendor was used for booth setup).

Toni Braxton was here on October 20th. The attendance for this event was around 1,500. This event was not a financial success but filled a programming niche.

Chris Stapleton was on Friday, October 21st. This was our fastest sellout in history. We had more concessions points of sale than any other previous event but we still couldn't keep up with demand. This was a great show, and both the artist and the promoter were happy. Their tour concluded the next night in Dallas at the Cowboys stadium. The

Commission requested a map showing ticket sales locations. Director Hunt will send it by email.

Upcoming Events -

MS School Nutrition Conference will be here November 10th – November 12th.

Taste of Tupelo will be here November 17th.

Willie Nelson will be in concert here on November 20th. We are expecting a sellout.

Old Business

There was no old business on the agenda.

New Business

Hussey NJPA Contract Pricing approval – Director Hunt told the Commission that our riser seats are at the end of their life expectancy. Our plan is to replace them over the next two years. We don't have the money in our budget to replace all seats plus resurface the west parking lot. We would like to replace the south risers this year and the east and west risers next year, as the south risers get used the most. Our plan is to use the same manufacturer (Hussey Seating) that installed the original risers, as they have held up well. The new risers will be electric, which should make life easier for our operations crew. We should be able to increase the width of the seats by 1" and only lose a total of 20 seats by making slight adjustments to the design. Riser seats are not an item that is on state contract. An option for purchase is to utilize the National Joint Purchasing Association, which allows us access to governmental pricing for items not currently on state contract. Our understanding is that for us to purchase through NJPA, both the Commission and the City Council must approve of the plan. Total cost should be around \$700,000 for all three sets of risers (south, east, and west). Discussion from the Commission included how the new seats would match with the old, if cupholders would be an option, and if we should do the project in one year as opposed to two years. Upper bowl seating was also discussed, and it was shared that the cost to replace the seat bottoms in these seats would be less expensive than the riser seating.

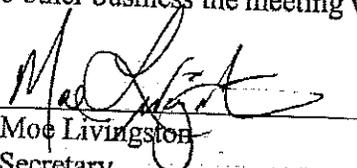
After discussion Chairman Reed asked for a motion to approve Hussey NJPA Contract Pricing at a cost not to exceed \$735,000. Neal McCoy made the motion, which was seconded by Sherry Davis seconded. The motion was unanimously approved.

Coca-Cola sole source approval – Director Hunt told the Commission that we have a contract with Coca-Cola that gives them market exclusivity for our events. However, in order to purchase more than \$5,000 in Coke products at one time, we must give the local Coca-Cola bottler sole source status. He presented the Commission with a letter from Coca-Cola stating that we can only purchase Coke products from the local bottler. Moe Livingston motioned to approve Coca-Cola a sole source vendor. Sherry Davis seconded that motion. The motion was unanimously approved.

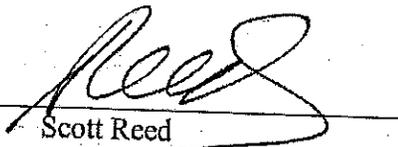
Beverage Approval – Chairman Reed asked for the approval of beverages for the Taste of Tupelo and the Willie Nelson concert. Neal McCoy motioned to approve the sale of beverages for the Taste of Tupelo and the Willie Nelson concert, seconded by Sherry Davis. The motion was unanimously approved.

Approve Checks – Chairman Reed asked for the approval of checks. Stephanie West motioned to approve the checks. Neal McCoy seconded that motion. The motion was unanimously approved.

After no other business the meeting was adjourned.



Moe Livingston
Secretary



Scott Reed
Chairman



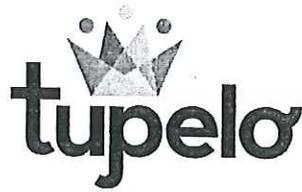
To Whom It May Concern,

Tupelo Coca-Cola Company Tupelo, MS is the assigned distributor for Coca-Cola products in the following counties: Lee and Itawamba.

Sincerely,

Bob Dillard
Bob Dillard
Tupelo Coca-Cola

7.17



November 22, 2016

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

Mayor Shelton and City Council,

I am requesting approval of an addendum to an existing contract with Derse. They did the ideation of what a redesigned Welcome Center could look like for the CVB. We have completed that stage and closed out the grant that we received that paid for one half of that project. The next step is getting the creative work done so that we can actually implement the ideas in the plan and make the space come to life with a museum-type experience about what there is to do in Tupelo. This will feature items from an interactive space for our attractions like the Natchez Trace Parkway, Healthworks!, Tupelo Automobile Museum and the soon to be constructed Chickasaw Interpretive Center. We will also go into further details about influence on Elvis as a boy living in Tupelo from reading comic books to the music that influenced him. These elements will be interactive and make our building a must-stop place that hopefully extends the stay of visitors in Tupelo. This work will guide us in our next step of bidding the construction work through our contract with Pryor & Morrow. I am available if you have any questions.

Sincerely,

Neal McCoy
Executive Director



tupelo.net

P.O. Drawer 47 • 399 East Main St. • Tupelo, MS 38802 • #MyTupelo

PROPOSAL
FOR

Tupelo Convention and Visitors Bureau

Contact: Neal McCoy
Address: 39 East Main Street
Tupelo, MS 38804
Phone: 662-840-8062
E-Mail: rrobison@pryor-morrow.com

PROJECT
INFORMATION

Event: Tupelo Convention & Visitors Bureau
Location: Tupelo, MS
Event Dates: December 30, 2016
Exhibit Type: Marketing Environment
Proposal #: 6478-1
Sales Order: CH914931
Proposal Date: November 15, 2016

Prepared By: KM/NJS

Addendum - Design Services

General Notes and Terms:

Derse must have approval by **December 7, 2016** in order to complete the project on time.
A project is approved when Derse receives a signed copy of this proposal and the
down payment check, if applicable.
Additional charges may apply for late approvals.
All conditions on the attached pages and terms listed below apply to this proposal.

Special note: Any change in the scope of work will be covered as a change order to the project.

ITEM
DESCRIPTION

1. Conceptual 3-D Design Development - Quote

Description : Derse will revise and provide a completed conceptual 3-D design package to incorporate the changes discussed in the meeting of October 7, 2016. This includes (1) round of revisions. Included are:

- Conceptual renderings that communicate the look, feel and brand essence of the environment
- Floor plans to designate desired choreography, engagements, physical space, zones and other areas needing identification

\$8,800.00

2. Experiential Marketing Concept Development - Quote

Description : Develop and refine the previously proposed and net new experiential concepts listed below to a presentation level phase with narratives, visuals, choreography and pricing for activation inside the Tupelo CVB Visitor's Center. The previously proposed concepts will be taken to a more defined stage where they can be fully priced and produced.

The following experiential engagements are included:

- Interactive Timeline
- Captain Marvel Exhibit
- Things to Do Mini Exhibit - net new add of Chickasaw Nation
- Things to do Mini Exhibit - net new add of VR Natchez Trace Parkway experience
- Things to Do Mini Exhibit - net new add of Viewmaster automobile experience
- Things to Do Mini Exhibit Interactive Floor Mat (Healthworks)
- Elvis Music Audio Area
- Tupelo Spirit Video Creation
- Interactive video wall

Price includes the following scope of work:

- Update the Interpretive Plan to reflect the changes made since July 8, 2016

INTERACTIVE TIMELINE: Client selects story elements from current Interpretive Plan narratives to finalize the "stop points" on the timeline and condense each section. Selected story elements will then be crafted by Derse during the production phase into slides for sharing on the digital screen. Client to provide additional modern history stories to be told and static graphic will be updated.

Derse Creative Lead will:

- Work with client to select and finalize narratives to be shared on timeline
- Facilitate the collection of new complete stories from the client
- Edit stories for content
- Work with client to identify existing digital assets that can be loaded digitally
- Work with client to determine final design of timeline: waist-level vs. vertical wall-mounted
- Work with client to identify if any assets need to be produced
- Communicate changes to design and production teams
- Meet with vendors to outline scope of the space and answer questions about use
- If further interviews or research is needed a change order would be required

CAPTAIN MARVEL EXHIBIT: Re-work current experience

Derse Creative Lead will:

- Work with client team to repurpose current Elvis childhood narrative from the Interpretive Plan to fit here as comic book sections.
- Final product text and graphics will be written in production phase
- Meet with client to give instruction on the app technology and photo interaction
- Roughly storyboard chapters to establish comic book narrative and progression
- Provide (2) rounds of revisions

THINGS TO DO MINI EXHIBIT VR EXPERIENCE:

Derse Creative Lead will:

- Change video experience to a VR experience
- Work with client to determine the content, voice over, sourcing image content, and narrative
- Provide (2) rounds of revisions

continued:

VIEWMASTER AUTOMOBILE EXPERIENCE:

Derse Producer will:

Price out creation of Viewmaster experience with use of existing client owned photos

THINGS TO DO MINI EXHIBIT INTERACTIVE FLOOR MAT:

Derse Creative Lead will:

- Work with client team and HealthWorks to determine the content of the experience
- Work with HealthWorks to understand what collateral, content and assets they will share within the space

ELVIS MUSIC AUDIO AREA: Net new ad of additional Elvis music

Derse Creative Lead will:

- Work with client to determine the content including sources of music samples, final narratives to inform voice over scripts, artifacts and albums as shown in the renderings. Assumes that client will procure rights to and purchase digital files of all music used here.

TUPELO SPIRIT STORY COMPLETION:

Client to select from Interpretive Plan final people and narratives for sharing.

Derse Creative Lead will:

- Assist with editing of completed narrative information to be included in each individual's story.
- Provide (2) rounds of revisions
- If further research or interviews are needed a change order is required.

TUPELO SPIRIT VIDEO CREATION:

Derse Creative Lead will:

- Host discovery meeting with client to discuss vision for the video
- Create rough storyboards of beginning, middle and end of the video
- Determine length of video
- Communicate the idea via a written narrative to video production vendor
- Communicate vision of transitions, images and location of video shoot
- Provide (2) rounds of revisions

INTERACTIVE VIDEO WALL: assumes assembly of client owned videos only

Derse Creative Lead will:

- Meet with client team to determine content and interaction with this wall
- Update Interpretive Plan with content list provided by the client

CHICKASAW NATION MINI_EXHIBIT: This will be a "Coming Soon" graphic

Derse Creative Lead will:

- Meet with client to understand their vision: specifically, what they would like communicated about this exhibit
- Participate in (1) revision

Price does not include:

- Creative Lead travel to client site for meetings
- Production or fabrication of any associated architectural elements
- Hardware or installation
- Software, licensing, software development or programming
- Graphic design. This is estimated in a separate line item.
- Production of any static graphics.

NOTES:

A timeline and estimated date for project completion can be created based upon when the following critical path milestones have been determined:

- Date of contract signature
- Date of completion of all discovery periods for any of the undefined content areas
- Date of receipt of all client owned assets and content required to complete the scope of work
- Client has outlined the TCVB internal review and approval process requirements for all final work so Derse can project how that impacts the project timeline

\$34,000.00

3. Graphic Design (2D) - Quote

Description : Design time (2D) to develop production ready artwork supporting the elements listed below. This includes (1) one round of revisions for each element. Additional revisions or artwork will require an approved change order. Client will source any high resolution images needed to complete the design elements.

The following elements are included:

- (2) Timeline Graphics - Assumes a printed and digital version.
- (1) Captain Marvel - grand impression overhead graphic
- Captain Marvel - Wall Graphics (up to 4 graphics)
- (1) Captain Marvel - Surface Graphic (Instructions)
- (1) Captain Marvel Comic Book Interactive graphic
- (2) Welcome to Tupelo - dimensional signage graphics
- (1) Mini Exhibits - Chickasaw Nation ('coming soon' graphic)
- (1) Mini Exhibits - HealthWorks - Floor Graphic
- (1) Mini Exhibits - HealthWorks - splash screen graphic
- (1) Mini Exhibits - Buffalo Park graphic
- (1) Mini Exhibits - Natchez Trace screen graphic
- (1) Mini Exhibits - Automobile Viewmaster graphic
- (1) Mini Performance Area graphic
- (1) Tupelo Spirit Story graphic
- Interior Hanging Banners (6 total graphics)
- (1) Vestibule Graphic
- Upper Window Graphic Clings (4 total graphics)
- Door Graphic Clings (2 door treatments with crown and logo)
- (3) Outdoor Entrance Banner graphics
- (1) Outdoor floor treatment graphic
- (1) Video Wall - splash screen design
- (1) Video Wall - iPad menu/splash screen design
- (1) Elvis' Musical Influences graphic
- (1) Merchandising Area graphic

Price does not include any production costs of graphics.
Price does not include sourcing images used in graphic designs.

NOTES:

Final production ready files will be shared with the client via a secure FTP site for download.

A timeline and estimated date for project completion can be created based upon when the following critical path milestones have been determined:

- Date of contract signature
- Date of completion of all discovery periods for any of the undefined content areas
- Date of receipt of all client owned assets and content required to complete the scope of work
- Client has outlined the TCVB internal review and approval process requirements for all final work so Derse can project how that impacts the project timeline

\$29,800.00

4. Design Credit

Description : Credit for 10 hours of design time on the original contract - \$2,250.00 per invoice CH106499.

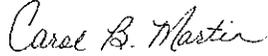
-\$2,250.00

| | |
|--------------------------|--------------------|
| Proposal Total: | \$70,350.00 |
| Est. Sales Tax: | \$0.00 |
| Total w/Est. Tax: | \$70,350.00 |

Tupelo Convention and Visitors Bureau
Proposal #6478-1
November 15, 2016

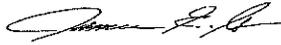
| | | | |
|--|---------------|-----|---|
| PAYMENT TERMS (INCLUDING ESTIMATED SALES TAX) | Down Payment | 50% | \$35,175 With Signed Proposal and Deposit Invoice |
| | Final Payment | 50% | \$35,175 Net 30 From Final Invoice Date |
| | Total Payment | | \$70,350 |

Signatures:



Carol Martin
Account Executive, Derse - Chicago

November 15, 2016
Date



Jim Elser
Divisional Vice President, Derse - Chicago

November 15, 2016
Date

Neal McCoy
Tupelo Convention and Visitors Bureau

Date

The stated prices, specifications and conditions indicated above and on the attached page are satisfactory, and are hereby accepted. Derse is authorized to perform the work as specified.

CONDITIONS

GENERAL:

1. Prices are FOB our dock unless noted.
2. Sales and/or use taxes are the responsibility of the client. The client agrees to indemnify and hold Derse harmless from and against the amount of sales and/or use tax, including any interest and penalties relating thereto, that may be imposed by any taxing authority with respect to the sale or use of the tangible personal property/ services included in this proposal.
3. Prices do not include any items other than those specifically described above.
4. Items titled as "Budgetary Guideline" are guidelines only and do not represent a commitment, contractual or otherwise, by Derse to provide this service at the listed price. Final billing will be based on actual costs incurred plus standard mark-ups.
5. Items titled as "Quotation" are firm prices based on the proposal specifications.
6. Any additions or changes to the scope of work as specified above shall be deemed as a change to the scope of work and will be performed at an additional cost to the client.
7. All dimensions documented in the proposed work are approximate in nature unless otherwise specifically noted.
8. Derse reserves the right to substitute building materials with equivalents, depending on availability at time of order.
9. Late release of required project information may add costs.
10. Changes to the design may result in additional charges.
11. For rental projects where Derse does not coordinate and order all services, costs to repair damaged items, other than normal wear and tear, will be at the customer's expense.
12. All work to be completed in a substantial workmanlike manner to the listed specifications.
13. Derse is not responsible for delays or problems caused by strikes, accidents, or acts of God.
14. Client agrees to pay all invoices within the stated terms of this proposal. If payment is not made within the stated terms, client agrees to pay all costs of collection, including reasonable attorney's fees.
15. Deposit invoices are due upon receipt. All deposits and final payments should be submitted to:
Derse Inc.
3800 West Canal Street
Milwaukee, WI 53208

GRAPHICS:

1. Sending Your Files:
You may upload files to our FTP site; please contact your Derse Account Executive for more information.
We accept DVD or CD-ROM, or for small files (10MB or smaller) email to the address provided by your Account Executive. Please indicate on the disk or in the email what software was used to create the artwork.
A PDF proof is requested for all electronic submissions, if available.
2. Vinyl:
Artwork must be vector based (converted to outlined/curves).
NOTE - scanned artwork is not acceptable as the plotting device does not recognize bitmapped files.
Adobe Illustrator is the ideal application for creating vinyl applications.
3. Color Matching:
To insure proper color matching please include a color proof and/or referenced Pantone Coated colors.
Coated colors work best for most graphic applications, gloss or satin reflective prints. When working with fabrics or scrim vinyl please use Pantone Uncoated colors.
4. Software Supported:
Adobe Creative Suite CS3, Illustrator, Photoshop, In design, or earlier, Quark Xpress 6.5 or earlier.
If you are using Freehand, CorelDraw, or any PC software please convert your files to outlines or curves and save as an editable EPS (encapsulated post-script) file or PDF.
5. Fonts:
Please include all fonts used in your files. Ex: You have a banner that uses Times Bold. Send the entire Times family, not just the specific font. NOTE - Fonts are not always cross-platform consistent; PC fonts may not work
6. Please send a directory indicating the files that are to be output as well as color proofs.
7. All files subject to final evaluation.
8. Digital artwork submitted in other forms may be subject to additional charges.
9. Artwork requiring modification will result in additional charges.
10. Artwork submitted as camera-ready non-digital format will require scanning and clean-up. The charge for this is not included in this pricing.

1.18



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

November 30, 2016

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

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

Dear Mayor Shelton and Council Members:

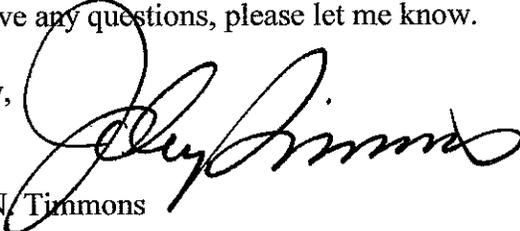
I recommend the following bid awards for consideration at your regular meeting on Tuesday, December 6, 2016:

Bid No. 1441WL – Sale of Surplus Equipment (1991 International 4700 Bucket Truck) to the highest qualified bid submitted by Mr. Robert Hawkins in the amount of \$5,271.45.

Bid No. 1442WL – Rebuild Digger Derrick (Unit 29) to the low qualified bid submitted by Terex in the amount of \$51,003.95.

If you have any questions, please let me know.

Sincerely,


Johnny N. Timmons
Manager

TUPELO WATER & LIGHT DEPARTMENT
BID TABULATION
BID NO. 1441WL
NOVEMBER 29, 2016

| Item | Product | Vendors | |
|------|--|----------------|--------------|
| | | Robert Hawkins | J.W. Beasley |
| 1 | Sale of Surplus Equipment - 1991 International 4700 Bucket Truck Truck - VIN 1HTSCNEPFMH332917 Boom - S/N 089017247 Model 5HA-55 | \$5,271.45 | \$5,150.00 |

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MISS.

Invitation No. 1441WL

Dept. TWL

TO _____

ADDRESS _____

DATE 11-1-16

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 Nov 29 2016, 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

PAGE 1

| ITEM NUMBER | QUANTITY | ARTICLES OR SERVICES | UNIT | UNIT PRICE | AMOUNT | |
|-------------|----------|---|------|------------|--------|------|
| | | | | | DOL. | CTS. |
| 1 | 1 | <p>The City of Tupelo Water & Light Department will accept sealed bids on the following surplus item:</p> <p>1991 International 4700 Bucket Truck Truck – VIN 1HTSCNEP5MH332917 Boom – S/N 089017247, Model 5HA-55</p> <p>If you have any questions, or to schedule an inspection, please contact Tommy Monts at 662-841-6460 or by email at: Tommy.Monts@tupeloms.gov</p> | | | 5,271 | 45 |

CITY MAY EXPECT DELIVERY BY

DATE 11-28-16
 BIDDER ROBERT HAWKINS
 ADDRESS 901 W HY 145 N ABERDEEN, MISS 39730
 TELEPHONE 662-213-4677
 BY Robert Hawkins

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MISS.

Invitation No. 1441W/L

Dept. TWL

TO _____

ADDRESS _____

DATE 11-1-16

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 Nov 29 2016 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 T. Dickey Shelton
PURCHASING OFFICE

PAGE 1

| ITEM NUMBER | QUANTITY | ARTICLES OR SERVICES | UNIT | UNIT PRICE | AMOUNT | |
|-------------|----------|--|------|------------|--------|----------|
| | | | | | DOL. | CTS. |
| | | The City of Tupelo Water & Light Department will accept sealed bids on the following surplus item: | | | | 5,150.00 |
| 1 | 1 | 1991 International 4700 Bucket Truck Truck - VIN 1HTSCNEP5MH332917 Room - S/N 089017247, Model 3HA-55 | | | | |
| | | If you have any questions, or to schedule an inspection, please contact Tommy Monts at 662-841-6460 or by email at: Tommy.Monts@tupeloda.com | | | | |

CITY MAY EXPECT DELIVERY BY _____

DATE 11-22-16
 BIDDER J.W. Beasley
 ADDRESS 510 Country Club Road
 TELEPHONE 662-862-9400 662-401-4775
 BY J.W. Beasley

**TUPELO WATER & LIGHT DEPARTMENT
 BID TABULATION
 BID NO. 1442WL
 NOVEMBER 29, 2016**

| Item | Product | Vendors | |
|------|--|-------------|--|
| | | Terex | |
| 1 | Rebuild Digger Derrick Model Commander 6000 S/N 2030421499 (TW&L Unit 29) | \$51,003.95 | |

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MISS.

Invitation No. 1442WL

Dept. TWL

TO _____

ADDRESS _____

DATE 11-1-16

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 Nov 29 2016, 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

PAGE 1

| ITEM NUMBER | QUANTITY | ARTICLES OR SERVICES | UNIT | UNIT PRICE | AMOUNT | |
|-------------|----------|---|------|------------|--------|----|
| | | | | | DOL. | CT |
| 1 | 1 | Rebuild Digger Derrick Model Commander 6000, Serial # 2030421499 (TW&L Unit 29, VIN 1HTWGADT84J080084) See attached specifications. If you have any questions concerning this bid, please contact Tommy Monts, Shop Foreman, @ 662-841-6463 or Tommy.Monts@tupeloms.gov | | | | |
| | | | 1 | 1 | 51003 | 93 |

CITY MAY EXPECT DELIVERY BY

DATE 11-7-16

BIDDER Terex

ADDRESS 4120 Lewisburg Rd Birmingham, AL. 35207

TELEPHONE 1-800-800-6411

BY Tony Cole *Tony Cole*

7.19



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

November 30, 2016

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

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

Dear Mayor Shelton and Council Members:

I respectfully request your approval of the attached ordinance amending Tupelo Water & Light Department's "Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service" at your meeting on Tuesday, December 6, 2016. This amendment will affect the disconnection date for unpaid balances. Therefore, page 3, items 10 and 11 will be amended as follows:

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

11. DISCONNECTION FOR NON-PAYMENT: The disconnection date on all accounts shall be fifteen (15) days for residential customers and ten (10) days for general power customers following the bill due date. A late notice mailed to all customers with unpaid balances will notify customers of their disconnection date. A twenty five dollar (\$25.00) service charge will be assessed to all accounts disconnected for non-payment. On all accounts requiring a lineman & bucket truck to disconnect, a one hundred dollar (\$100.00) service charge will be assessed.

If you have any questions please call upon me. Thank you for your attention and cooperation in this matter.

Sincerely,


Johnny N. Timmons
Manager

ORDINANCE

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

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

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

WHEREAS, the City Council met at its regularly scheduled meeting on December 6, 2016 to review and consider information compiled by the City of Tupelo Water and Light Department demonstrating the need for establishing updated Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service set forth above and attached hereto; and

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

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

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

Section 101. The Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service attached hereto as Exhibit "A" is hereby fixed and established.

Section 102. The Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service as amended on Page 3 shall become effective January 6, 2017.

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

Section 104. The Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service of the City of Tupelo Water and Light Department are set forth in the attached Exhibit "A".

The effective date of this amendatory ordinance shall be January 6, 2017. The remainder of the ordinance is hereby ratified and remains in full force and effect. The Clerk of the Council

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

The foregoing Ordinance was proposed in a motion by Council Member _____, seconded by Council Member _____, and, after discussion, no Council Member having called for a reading, was brought to a vote as follows:

- Council Member Markel Whittington _____
- Council Member Lynn Bryan _____
- Council Member Travis Beard _____
- Council Member Nettie Davis _____
- Council Member Buddy Palmer _____
- Council Member Mike Bryan _____
- Council Member Willie Jennings _____

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance has been passed and adopted on this the _____ day of December, 2016.

CITY OF TUPELO, MISSISSIPPI

BY: _____

President

ATTEST:

Glenda Muse, Clerk of the Council

APPROVED:

Jason Shelton, Mayor

DATE

ATTEST:

Kim Hanna, City Clerk

SERVICE PRACTICE STANDARDS

SCHEDULE OF RULES, REGULATIONS AND FEES FOR UTILITY SERVICE

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

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

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

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

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

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

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

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

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

2. **DEPOSIT:** Each customer is required to pay a meter deposit for each service. Meter deposits are refunded to residential customers who maintain a perfect pay record for a period of twenty four (24) months. Upon termination of service, deposits are applied to customer's accounts against unpaid bills of customer, and if any balance remains after such application is made, the balance shall be refunded to customer.

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

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

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

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

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

After the deposit is paid in full, interest will accrue annually on a deposit greater than one month's average bill held longer than twelve months at the passbook interest rate earned by Tupelo Water & Light Department. The deposit accrued interest will be credited to the customer's bills every year of the utility service on a yearly basis. The deposit balance and accrued interest is subject to review by all customers of Tupelo Water & Light Department upon request.

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

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

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

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

7. **CUSTOMER'S RESPONSIBILITY FOR WATER & LIGHT DEPARTMENT'S PROPERTY**: All meters, service connections and other equipment furnished by Tupelo Water & Light Department shall be, and remain, the property of Tupelo Water & Light Department on its premises. In the event of loss or damage to

Tupelo Water & Light Department's property, arising from neglect of customer to care for same, the cost of necessary repairs or replacements shall be paid by customer.

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

9. **BILLING**: Utility bills will be rendered monthly and shall be paid within fifteen (15) days from the date of bill for residential customers, and within ten (10) days for general power (commercial and industrial) customers at the Tupelo Water & Light Department Collection Office located at 333 Court Street, Tupelo, Mississippi. Failure to receive a bill will not release Customer from payment obligation. If the bill is not paid on time, the Tupelo Water & Light Department may at any time thereafter discontinue service. Bills paid on or before the final date of payment shall be payable at the net rates, which is the gross less late penalty (general power accounts only) but thereafter the gross rates shall apply, as provided in SCHEDULE OF RATES AND CHARGES. Bills that are paid after the "Discount Date" on the billing statement provided shall be subject to an additional charge of 5%. The Tupelo Water & Light Department will post all payments on the same day they are received. All payments made after the due date on the bill will be assessed a 5% penalty. Should the final date for payment of the bill fall on a weekend or holiday, the next business day following the final date will be held as a day for grace for delivery of payment.

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

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

11. **DISCONNECTION FOR NON-PAYMENT**: The disconnection date on all accounts shall be fifteen (15) days for residential customers and ten (10) days for general power customers following the bill due date. A late notice mailed to all customers with unpaid balances will notify customers of their disconnection date. A twenty five dollar (\$25.00) service charge will be assessed to all accounts disconnected for non-payment. On all accounts requiring a lineman & bucket truck to disconnect, a one hundred dollar (\$100.00) service charge will be assessed.

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

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

stated in this rule does not release the customer from the obligation for any amount due to Tupelo Water & Light Department, including the payment of minimum bills as specified in contracts.

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

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

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

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

REQUEST FOR MEDICAL WAIVER
TUPELO WATER & LIGHT DEPARTMENT

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

CUSTOMER CERTIFICATION: (To be completed by customer)

Customer Name: _____ Account No: _____

Customer Address: _____

City, ST, Zip: _____

Home Phone: _____ Business Phone: _____

Household member(s) with Medical Emergency _____

Relationship to Customer: _____

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

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

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

Signature of Resident or Legal Guardian: _____ Date _____

MEDICAL VERIFICATION: (To be completed and signed by a licensed physician)

A phone number is required so we may contact you for potential clarification and/or verification.

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

Duration of Medical Emergency: _____
(Maximum 30 days)

Physician Signature: _____ Date: _____

Business Name: _____ Phone: _____

Business Address: _____

City, State, Zip: _____

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

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

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

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

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

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

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

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

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

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

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

24. **SCOPE**: The Schedule of Rules and Regulations is a part of all contracts for electrical and water service from Tupelo Water & Light Department and applies to all services received from Tupelo Water & Light Department, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this Schedule of Rules and Regulations together with a copy of Tupelo Water & Light Department Schedule of Rates and Charges, which was approved by the governing authority of the City of Tupelo, and shall be kept open to inspection at the office of Tupelo Water & Light Department Collections & Billing Office located at 333 Court Street, and found on our website – www.tupeloms.gov. Furthermore, the Tupelo Water & Light

Department will provide information regarding rates, service practice policies, and guidelines to customers via the website – www.tupeloms.gov and information, including brochures, will be available in our office. A customer will also receive such information upon application for electric and water services, and at any time upon request. All retail rate actions initiated by Tupelo Water & Light will be communicated to the public via our web-site – www.tupeloms.gov and through advertisement in the Northeast Mississippi Daily Journal.

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

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

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

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

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

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

31. **TRANSFER OF SERVICE:** All residential customers making application to transfer utility services to a new service address are required to pay their active account to a zero (\$0) balance before a new service address can be established for that customer.

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

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

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

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

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

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

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

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

A collection letter (letter 1) shall be mailed to the customer thirty (30) days following the disconnection date for non-payment. A second collection letter (letter2) shall be mailed thirty (30) days from the date of the first collection letter (letter 1) if the account remains unpaid.

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

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

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

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

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

See Appendix B

Appendix A

SCHEDULE OF RATES, CHARGES AND FEES

The following Schedule of Customer Service Charges is hereby fixed and established:

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

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

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

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

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

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

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

Minimum Commercial Deposits are as follows:

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

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

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

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

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

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

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

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

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

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

**Sewer Service Connection Charges
Inside City Limits**

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

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

Sewer Service Connection Charges
Outside City Limits

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

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

Meter Installation Charges In Developments

Inside City Limits Outside City Limits

| <u>Size</u> | <u>Cost</u> | <u>Size</u> | <u>Cost</u> |
|-------------|-------------|-------------|-------------|
| 3/4" | \$450.00 | 3/4" | \$550.00 |
| 1" | \$525.00 | 1" | \$675.00 |

Non-Metered Connection Charges for Existing Water System & Sprinkler Connections

Inside City Limits

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

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

Non-Metered Connection Charges for Existing Water System & Sprinkler Connections

Outside City Limits

| <u>Size</u> | <u>Outside Paved Areas</u> | <u>Inside Paved Areas</u> |
|-------------|----------------------------|---------------------------|
| 6" x 6" | \$3,300.00 | \$4,000.00 |
| 8" x 6" | \$3,500.00 | \$4,200.00 |
| 8" x 8" | \$3,900.00 | \$4,600.00 |

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

Fire Protection Fees

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

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

Appendix B

Tupelo Water & Light Interconnection, Metering and Parallel Operation Agreement

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

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

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

 - 3.2 Interconnection customer shall comply with all applicable laws, regulations, zoning codes, building codes, safety rules, and environmental restrictions, including the latest version of the National Electric Code, and codes issued by Underwriters Laboratories (UL), the Institute of Electrical and Electronics Engineers (IEEE), and the American National Standards Institute (ANSI), that are applicable to the design, installation, operation, and maintenance of its Qualifying System.

 - 3.3 Tupelo Water & Light Department shall, at Interconnection Customer's expense, provide and install such meters and related facilities (Metering Installation) as in Tupelo Water & Light Department's judgment are needed to measure the electrical output from qualifying System. Thereafter, Tupelo Water & Light Department shall, at Interconnection Customer's expense, test, calibrate, operate, maintain, and

if necessary, replace the meter(s) in the Metering Installation. The Metering Installation shall conform to applicable industry standards and shall be for Tupelo Water & Light Department's exclusive use and control unless otherwise agreed by the Parties. If the Interconnection Customer is selling the power output of the Qualifying System to a third party, the Interconnection Customer shall notify Tupelo Water & Light Department of any metering requirements of the power purchaser, any cost of which shall be borne by the Interconnection customer.

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

1.21

INDEXING INSTRUCTIONS:

Northeast Quarter of Section 7,
Township 9 South Range 6 East, Lee
County, Mississippi

PREPARED BY/RETURNED TO:

Michelle Clingan Waits (MS Bar No. 101608)
Waits Law, PLLC
Post Office Box 7328
Tupelo, MS 38802-7328
(662) 269-3542

QUIT CLAIM DEED

GRANTOR:

CITY OF TUPELO, MISSISSIPPI
P. O. Box 1485
Tupelo, MS 38802
(662) 841-6513

GRANTEE:

MIKE TIMMONS, a single man
4875 Cliff Gookin Boulevard
Tupelo, MS 38804
(662) 790-5922

In consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City of Tupelo, a Mississippi municipal corporation organized and existing under the laws of the State of Mississippi, Grantor, hereby conveys and quitclaims unto Mike Timmons, Grantee, all of Grantor's right, title and interest in that certain parcel, together with all improvements located thereon, located in Lee County, Mississippi, described as follows:

See attached Exhibit "A"

WITNESS THE SIGNATURES of the Grantor on this the ____ day of _____, 2016.

GRANTOR:

CITY OF TUPELO, MISSISSIPPI

By: _____
JASON SHELTON, Mayor

By: _____
KIM HANNA, CFO/City Clerk

STATE OF MISSISSIPPI
COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2016, within my jurisdiction, the within named Jason Shelton and Kim Hanna, who are the Mayor and CFO/City Clerk, respectfully of the City of Tupelo, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi and that for and on behalf of said municipality, and as its act and deed, they executed and delivered the above and foregoing instrument, after first having been duly authorized by said municipality so to do.

NOTARY PUBLIC

My Commission Expires:

(SEAL)

EXHIBIT "A"

Commencing at the Northeast Corner of the Northeast Quarter of Section 7, Township 9 South, Range 6 East, Lee County, Mississippi, said point being North 89 degrees, 48 minutes, 18 seconds East 330.00 feet from Natchez Trace Monument No. 50 B. Thence South 89 degrees 48 minutes 18 seconds West along the North line of Section 7, a distance of 135.91 feet to a fence corner, for a point of beginning. Thence South 02 degrees 58 minutes 24 seconds East 27.36 feet to the south side of Campground Road, thence South 89 degrees 17 minutes 37 seconds West along said south line 168.08 feet to the end of city maintenance of Campground Road; thence North 03 degrees 08 minutes 01 seconds East along the east end of said road 28.88 feet; thence North 89 degrees 48 minutes 18 seconds East along the section line 165.10 feet to the Point of Beginning, and containing .11 acres. Lying and being in the Northeast Quarter of Section 7, Township 9 South Range 6 East, Lee County, Mississippi.

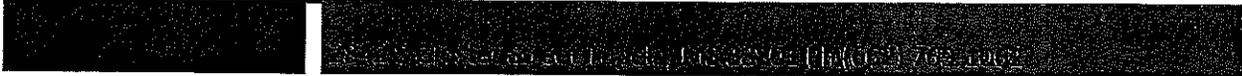
8.2

Memo

To: Mayor and City Council
From: Pat Falkner
Subject: Study Agenda: Request for permission to place structure in Barley Court right of way
Date: November 17, 2016

We have received a request for permission to replace a sign that is now located in the right of way of this public street, and to construct two gates that will encroach into the public street when they swing open. The gates will not be across the public street, but are to control access to the newly renovated Barley Courts complex. This request has been reviewed by Public Works, Water and Light, and the Fire department with no objections made.

Attachments: Site plan
Request letter



Tupelo Planning Dept.

Tupelo Planning Dept.

November 8, 2016

To whom it may concern,

Attached are documents meant to inform the discussion in regards to the variance we request in order to construct gates, fencing and signage for our project at Barley Courts. We Propose to construct a gate and fencing in order to promote the security of our residents. Due to severe elevation changes on our site, a swinging gate must be employed as opposed to a sliding gate. Unfortunately, a swinging gate has a larger foot print, causing us to encroach on the existing right of way. We feel that this is the best compromise to achieve our desired goals of minimizing traffic congestion and providing security for our residents.

In regards to the sign, we feel that the current location inherently highlights and identifies our community as a whole. We feel it also provides a proper introduction as vehicles arrive onto our newly reinvigorated neighborhood.

Sincerely,

Todd Brown

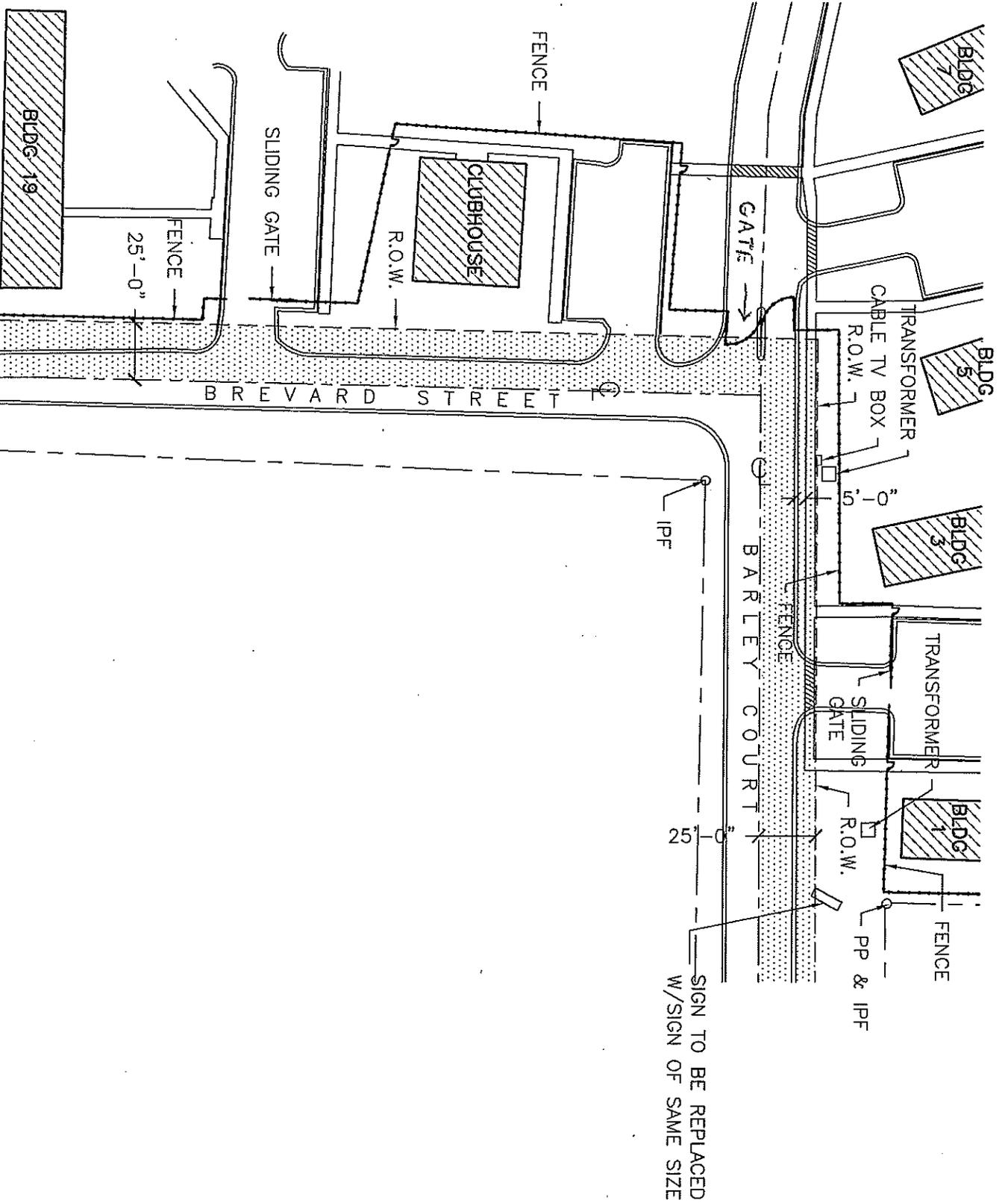
2842 S Gloster Street Tupelo, MS 38801 Ph (662) 769-1062

Email: tbrown@pbcllc.com



ENCROACHMENT DIAGRAM

FENCES, GATES & SIGN



1" = 60'-0"