

TUPELO CITY COUNCIL MEETING AGENDA

TUESDAY, JANUARY 20, 2015

6:00 P.M.

INVOCATION: COUNCILMAN MARKEL WHITTINGTON
PLEDGE OF ALLEGIANCE: COUNCILMAN BUDDY PALMER

CALL TO ORDER: PRESIDENT MIKE 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 PROCLAMATION IN RECOGNITION OF
"INTERNATIONAL KIWANIS CLUB DAY"
- JS 4.5 MAYOR'S REPORT

(CLOSE REGULAR MEETING AND OPEN PUBLIC AGENDA.)

5. PUBLIC AGENDA

(NO ITEMS)

6. ACTION AGENDA

(NO ITEMS)

7. ROUTINE AGENDA

- 7.1 REVIEW/APPROVE MINUTES OF REGULAR COUNCIL MEETING OF TUESDAY, JANUARY 6, 2015
- 7.1.A REVIEW/APPROVE MINUTES OF SPECIAL CALLED MEETING OF TUESDAY, JANUARY 13, 2015
- 7.2 REVIEW/PAY BILLS
- JS 7.3 REVIEW/APPROVE APPOINTMENT TO TUPELO PLANNING COMMITTEE
- KH 7.4 REVIEW/APPROVE FY 2015 BUDGET REVISION #3
- KH 7.5 REVIEW/APPROVE RESOLUTION TO APPLY FOR MDOT'S TRANSPORTATION ALTERNATIVES PROGRAM
- DB 7.6 REVIEW/APPROVE 2015 MEMORANDUM OF UNDERSTANDING WITH MISSISSIPPI MAIN STREET ASSOCIATION
- SH 7.7 REVIEW/ACCEPT MINUTES OF TUPELO MAJOR THOROUGHFARE PROGRAM MEETING OF DECEMBER 8, 2014
- CW 7.8 REVIEW/REJECT/AWARD BID 1354PW FOR MILLING & OVERLAY
- JT 7.9 REVIEW/RATIFY CONTRACT FOR TUPELO SRF FY13 SANITARY SEWER SYSTEM IMPROVEMENTS - AREA 3 - AUBURN
- DL 7.10 REVIEW/APPROVE AGREEMENT BETWEEN CITY AND R. J. YOUNG COMPANY FOR COPIER

8. STUDY AGENDA

(NO ITEMS)

9. ADJOURNMENT

1.1

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI

JANUARY 6, 2015

Be it remembered that the regular meeting of the Tupelo City Council was held in Council Chambers at the City Hall Building on Tuesday, January 6, 2015, 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 Police Chief Bart Aguirre, followed by the Pledge of Allegiance led by Councilman Buddy Palmer.

IN THE MATTER OF CALLING THE MEETING TO ORDER

President Mike Bryan called the regular City Council meeting to order at 6:00 p.m.

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

Upon a motion by Councilman Palmer, seconded by Councilman Whittington, the council voted unanimously to confirm the agenda and agenda order, amended as follows:

ADD: Proclamation in recognition of "National Law Enforcement Appreciation Day"

DELETE: Item #7.10 Ratification of Contract between City and Schneider Electric Company

DELETE: Item #7.3.C Resolution Committing Resources to Maintain CDBG Funded Infrastructure Improvements to Publicly-Owned Property Leased by Genlyte Thomas Group, LLC, d/b/a Day-Brite/Capri/Omega

ADD: Executive Session

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

IN THE MATTER OF RECOGNITION OF BOY/GIRL SCOUTS

No scouts were present for recognition.

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IN THE MATTER OF RECOGNITION OF CITY EMPLOYEES

Mayor Shelton presented Certificates of Appreciation to the following City employees for dedicated service to the community:

Leigh Ann Maddox	Parks & Recreation Department	10 years
Charlie W. Hardin	Tupelo Fire Department	10 years

IN THE MATTER OF PROCLAMATION IN RECOGNITION OF "NATIONAL LAW ENFORCEMENT APPRECIATION DAY"

Tupelo Police Chief Aguirre and Lee County Sheriff Jim Johnson accepted a proclamation from Mayor Shelton in recognition of "National Law Enforcement Appreciation Day" to be celebrated on January 9, 2015. This day was established to recognize the law enforcement officers that have chosen a career path in public service to all. Each day 780,000 law enforcement officers across the country put a badge on and go to work knowing they may face extremely dangerous situations. On average, between 105 and 203 officers die in the line of duty each year. The proclamation encourages all citizens to support our law enforcement officers.

IN THE MATTER OF PUBLIC RECOGNITIONS

The following public recognitions were made;

Councilwoman Davis – Thanked everyone for making her 50th wedding anniversary such a great event. She, also, outlined the various activities that will take place on Friday, January 16 through Monday, January 19, 2015, in remembrance and celebration of the birthday of Dr. Martin Luther King, Jr. on January 19, 2015.

IN THE MATTER OF MAYOR'S REPORT

Following are highlights of Mayor Shelton's report to the City Council:

...Happy and Healthy Holiday Wishes to all.

...TUPELO FIT continues to be a success.

...Congratulations to Councilwoman Nettie Davis and husband Fred on 50 years of marriage. Their recommitment ceremony was the "event of the century" according to Mayor Shelton.

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...On December 23, city employees and friends will gather to recognize Sgt. Gale Stauffer and to honor his memory with a memorial proclamation. December 23 will always be remembered as "Gale Stauffer Day" in Tupelo.

...January 9 is National Law Enforcement Appreciation Day and a Proclamation had previously been presented to Police Chief Bart Aguirre and Lee County Sheriff Jim Johnson in recognition of this day.

...The Convention & Visitors Bureau and the Elvis Presley Birthplace are hosting a number of events around the 80th birthday of Elvis Presley. A flyer with a full list of events is available on the City's website and facebook page. A cake will be cut and served on Thursday, January 8, at 1:00 p.m.

...A groundbreaking at the Birthplace was held this day to kick off the expansion project at the Elvis Presley Birthplace. Among many other features, the expansion will include the installation of two new statues. The Birthplace is Tupelo's largest tourist attraction.

...The Northern Loop made a big improvement to holiday traffic around the Barnes Crossing area during the recent holiday season. This indicates why it is so important that the connector roads associated with this project be completed. According to Mayor Shelton, it is vital to the financial stability and continued growth of our community.

Mayor Shelton closed his remarks by reminding everyone that he truly does have an open door policy at City Hall. He said he would be happy to schedule regular monthly meetings with Council Members as well as Department Heads.

(President Bryan then closed the regular meeting and opened the Public Agenda.)

5. PUBLIC AGENDA

5.1 CITIZENS' HEARINGS

**5.1.A REGARDING NON-PROFIT EMPOWERMENT
GROUP FOR GIRLS**

Suntanna Flemmings appeared before the City Council to inform them of the establishment of a non-profit group for girls in the City of Tupelo and to solicit their help in advancing her cause. Handouts included the Mission Statement of "Life Saver" which

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was established for adolescent/teen girls to become model citizens, great mothers, successful entrepreneurs, better friends and dream achievers.

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

6. **ACTION AGENDA**

IN THE MATTER OF REVIEW/ADOPT RESOLUTION ESTABLISHING PERSONNEL POLICY TO CONTINUE PAY OF LAW ENFORCEMENT OFFICERS AND FIREFIGHTERS, WHO PROTECT THE PUBLIC INTEREST AND ARE INJURED IN THE LINE OF DUTY WHILE ACTIVELY ENGAGED IN PROTECTING THE LIVES AND PROPERTY OF THE CITIZENS OF THE CITY OF TUPELO, MISSISSIPPI

This item had been tabled at the December 16, 2014, regular City Council meeting. Upon a motion by Councilman Whittington and a second by Councilman Jennings, the council voted unanimously to bring the matter off the table for consideration at this time.

As the result of the death of a police officer and the critically wounding of another officer on December 23, 2014, while actively engaged in protecting the lives and property of the citizens of the City, questions of constitutional and statutory authority arose as to whether municipalities could pay the difference between full compensation of the wounded officer during the pendency of his recovery and return to work.

The 2014 Mississippi State Legislature enacted, and the Governor of the State of Mississippi, signed into law, Senate Bill 2597, an act to create the "Gale Stauffer, Jr. and Joseph Maher Law Enforcement Appreciation Act of 2014. The City of Tupelo desires to enact a policy within the scope of the authority granted by this legislation and, therefore, this Resolution is presented to the Tupelo City Council for their consideration and action.

Upon a motion by Councilman L. Bryan, seconded by Councilman Whittington, the council voted unanimously to adopt a "Resolution Establishing Personnel Policy to Continue Pay of Law Enforcement Officers and Firefighters, Who Protect the Public Interest and Are Injured in the Line of Duty While Actively Engaged in Protecting the Lives and Property of the Citizens of the City of Tupelo, Mississippi." An executed copy of the same, setting forth all provisions of the legislation, is attached to these minutes and incorporated herein as **APPENDIX A**.

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The City of Tupelo Personnel Handbook shall be amended to add Section 325 titled "Additional Compensation Benefits for Law Enforcement Officers and Firefighters Who Are Injured in the Line of Duty."

7. ROUTINE AGENDA

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

Upon a motion by Councilwoman Davis, seconded by Councilman Palmer, the council voted unanimously to approve the minutes of the regular City Council meeting of Tuesday, December 16, 2014.

IN THE MATTER OF REVIEW/PAY BILLS

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

Check Nos. 126544 through 126941 (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 DOCUMENTS IN CONNECTION WITH CDBG GRANT FROM MISSISSIPPI DEVELOPMENT AUTHORITY ON BEHALF OF GENLYTE THOMAS GROUP, LLC, d/b/a DAY-BRITE/CAPRI/OMEGA

By memorandum dated November 18, 2014, Terri Blissard, Grant Administrator, advised the Mayor and City Council that Three Rivers Planning & Development District, in partnership with the City of Tupelo and the Community Development Foundation, plans to submit a Community Development Block Grant application to the Mississippi Development Authority on behalf of Genlyte Thomas Group, LLC, d/b/a Day-Brite/Capri/Omega. Economic development CDBG applications must pass through a government entity, which in this case is the City of Tupelo. Ms. Blissard provided the Council a Memorandum of Agreement outlining the terms of the City of Tupelo's partnership in this grant and a Resolution prepared by Three Rivers in accordance with the Mississippi Development Authority's guidelines applying for the grant.

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Summary Points of the application include:

- ...Project funding will be used for roof improvements
- ...The project scope and total cost is still being determined. However, the grant amount will not exceed \$1,000,000
- ...There is a one-to-one match ratio, but Day-Brite is responsible for the match as well as the required job creation.

Upon a motion by Councilman Whittington, seconded by Councilman Jennings, the council voted unanimously to approve a Resolution to Apply for a Mississippi Community Development Block Grant for Public Building Improvements Leased by Genlyte Thomas Group, LLC, d/b/a Day-Brite/Capri/Omega. An executed copy is attached hereto and incorporated into these minutes as **APPENDIX B.**

Upon a motion by Councilwoman Davis, seconded by Councilman Beard, the council voted unanimously to approve a Memorandum of Agreement between the City of Tupelo, Mississippi, and Genlyte Thomas Group, LLC, d/b/a Day-Brite/Capri/Omega to apply for CDBG Economic Development Grant. An executed copy is attached hereto and incorporated into these minutes as **APPENDIX C.**

IN THE MATTER OF REVIEW/APPROVE ACCEPTANCE OF FEMA AND MEMA FUNDS FOR CONSTRUCTION OF TWO SAFE ROOMS IN CITY OF TUPELO, MISSISSIPPI

The City of Tupelo, Mississippi, has been awarded funding through FEMA and MEMA for two large-scale safe rooms. Each safe room will measure more than 6,000 square feet and will have the capacity to shelter more than 1,100 people. The monolithic dome design of the safe rooms will provide protection from wind speeds up to 250 miles per hour. The total cost for both safe rooms is just over \$2.5 million dollars, with ninety percent of that cost paid by FEMA and MEMA. The City of Tupelo is responsible for the remaining ten percent. Funds have been released for Phase 1 of the project, which involves architectural design and engineering. Additional funds for construction will be released after FEMA grants final design approval for the projects. At that time, the City will move forward with bids and construction.

Upon a motion by Councilman Jennings, seconded by Councilwoman Davis, the council voted unanimously to accept this grant funding from FEMA and MEMA for the construction of these two safe rooms. Particulars on each safe room, including location, are as follows:

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Theron Nichols safe room

Location: Theron Nichols Park
Size: 6,370 sq. ft.
Capacity: 1102 occupants
Cost: \$1,226,225 (City pays 10% of that.)

Lee Acres safe room

Location: Dot Cooper Kelly Park
Size: 6,813 sq. ft.
Capacity: 1179 occupants
Cost: \$1,311,503 (City pays 10% of that.)

Copies of Hazard Mitigation Grant Program Agreements for Grant 1604-516 and Grant 1604-515 between the Mississippi Emergency Management Agency and City of Tupelo, Mississippi, are attached hereto as **APPENDIX D.**

**IN THE MATTER OF REVIEW/APPROVE RESOLUTIONS ADJUDICATING
COST AND ASSESSING LIENS AGAINST REAL PROPERTY (LOT
MOWINGS)**

Upon a motion by Councilman Whittington and a second by Councilman Beard, the council voted unanimously to approve a Resolution of Assessment Liens against the following listed properties. Hearings had been held previously before the City Council in which the properties were adjudicated to be a menace to public health and safety. The City of Tupelo has cleaned and mowed the properties and adjudicated costs and penalties according to law.

Properties against which these Resolutions of Assessment Liens are enrolled include: Russell Anderson; Brenda J. Hamilton; Antoinetta Johnson; Thomas Payne; Alice Roberta Matthews; Richard and Jennifer Moore; Taquesha Lockridge; Michal O. and Debra J. Bogan; Sam and Rosie Jefferson; Fred D. and Annie L. Morris; Beatrice Cunningham; Sheila Sanders; Alma Halfacre; Ronnie Walker, et al; Claudia A. and Dennis W. Smith; Ruby J. Baker; Kevin Boutin, d/b/a Boutin Properties (4 properties); Plumbing Services, Inc.; Theresa R. Mosby; Gary Norman; Roberta and Bennie Moore; Branch Banking & Trust Company; Cliff Gookin Properties, LLC (3 properties)

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IN THE MATTER OF REVIEW/APPROVE REQUEST FOR DONATION OF LEAVE FOR TUPELO FIREMAN

By memorandum dated December 30, 2014, Fire Chief Thomas Walker had advised the Mayor and City Council that Captain Brad Robinson of the Tupelo Fire Department had undergone back surgery on December 12, 2014. Captain Robinson's vacation time will be used up approximately the first of February and he only has 99.2 hours of sick leave time left due to a previous surgery last year. Chief Walker is requesting that other Fire Department employees be allowed to donate sick leave time to Captain Robinson to assist him through his release to return to work.

Upon a motion by Councilman Palmer and a second by Councilman Jennings, the council voted unanimously to approve this request to allow employees of the Tupelo Fire Department to donate sick leave time to Captain Brad Robinson until he is able to return to his job.

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

Upon a motion by Councilman Beard, seconded by Councilman Whittington, the council voted unanimously to approve the write-off of a listing of Tupelo Water and Light Collections accounts to the bad debt file. The total amount of bad debt is \$65,857.37, representing a percentage of loss of .00179% for the period of July 2013 through December 2013. Efforts will continue to be made to collect these accounts even though they have been transferred.

IN THE MATTER OF REVIEW/ACCEPT MINUTES OF TRAFFIC COMMITTEE MEETING

Upon a motion by Councilman Palmer and a second by Councilman Jennings, the council voted unanimously to accept the minutes of the Traffic Committee meeting of December 16, 2014, a copy being attached hereto as **APPENDIX E**.

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IN THE MATTER OF REVIEW/AWARD/REJECT BIDS FOR TUPELO WATER AND LIGHT DEPARTMENT

Upon a motion by Councilman Whittington, seconded by Councilman Palmer, the council voted unanimously to award the following bid as recommended by Johnny Timmons, Manager, Tupelo Water and Light Department, and Cook Coggin Engineers:

Sanitary Sewer System Improvements – Area 1 (Beech Springs)
Low Qualified Bid Submitted by Prairie Construction, LLC,
in the amount of \$1,391,745.49

Upon a motion by Councilman Beard, seconded by Councilman Palmer, the council voted unanimously to award the following bid as recommended by Johnny Timmons, Manager, Tupelo Water and Light Department, and Cook Coggin Engineers:

Sanitary Sewer System Improvements – Area 2 North (Indian Hills)
Low Qualified Bid Submitted by Plaxico Dozer Services in the
amount of \$574,571.57

A copy of the bid package is attached to these minutes and incorporated herein as **APPENDIX F.**

8. **STUDY AGENDA**

(NO ITEMS)

9. **EXECUTIVE SESSION**

IN THE MATTER OF EXECUTIVE SESSION

Upon a motion by Councilman Palmer, seconded by Councilman Whittington, the council voted unanimously to close the regular session to determine the need for an executive session.

Upon a motion by Councilwoman Davis, seconded by Councilman Palmer, the council voted unanimously to go into executive session to discuss "Acquisition of Property".

Upon a motion by Councilman Jennings and a second by Councilman Palmer, the council voted unanimously to come out of executive session and return to the regular meeting.

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IN THE MATTER OF EXECUTIVE SESSION DECISIONS

Upon a motion by Councilman L. Bryan and a second by Councilman Whittington, the council voted unanimously to reconsider City Council action of September 2, 2014, authorizing the Mayor to request acquisition of right-of-way from Mississippi Department of Transportation of East Main Street (MS Highway 6/MS Highway 178) from U. S. Highway 45 to Hillsdale Drive.

Upon a motion by Councilman L. Bryan and a second by Councilman Whittington, the council voted unanimously to amend the City Council action of September 2, 2014, regarding this issue and authorize the Mayor to request acquisition of right-of-way from the Mississippi Department of Transportation of East Main Street (MS Hwy. 6/178) from Briar Ridge Road to Hillsdale Drive and accept the turn back of this section of SR 178 (East Main Street) described as 0.73 miles from the intersection of Briar Ridge Road east to Hillsdale Drive and as more particularly depicted in the plan and profile of SR 178 attached to Mississippi Department of Transportation correspondence of November 11, 2014.

IN THE MATTER OF ADJOURNMENT

There being no further business to come before the City Council, upon a motion by Councilman Palmer, seconded by Councilman Whittington, the council voted unanimously to adjourn the regular meeting at 7:00 p.m.

PRESIDENT

ATTEST:

CLERK OF THE COUNCIL

APPROVED:

MAYOR

A. 1. A

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI

JANUARY 13, 2015

Be it remembered that a special called meeting of the Mayor and City Council was held in the Council Chambers at the City Hall Building on Tuesday, January 13, 2015, at 4:00 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.

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

STATE OF MISSISSIPPI
COUNTY OF LEE
CITY OF TUPELO

TO: MARKEL WHITTINGTON, LYNN BRYAN, TRAVIS BEARD,
NETTIE Y. 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 the City Hall Council Chambers, 2nd Floor, 71 East Troy Street, in the City of Tupelo, Mississippi, at 4:00 p.m. Tuesday, January 13, 2015.

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

EXECUTIVE SESSION – PENDING LITIGATION

This call issued on this, the 9th day of January 2015, at 10:00 a.m.

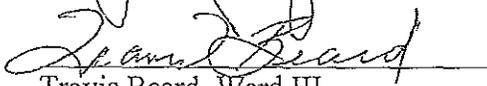
/s/ Jason L. Shelton, Mayor

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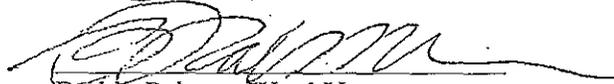
We, the undersigned Council Members of the City of Tupelo, Mississippi, hereby acknowledge personal service of the call for a Special Meeting on Tuesday, January 13, 2015, at 4:00 p.m. and a copy of said call at least three (3) hours before the time specified for said meeting:

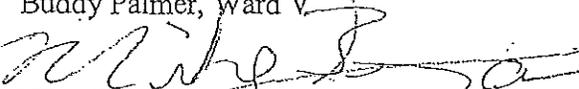

Markel Whittington, Ward I

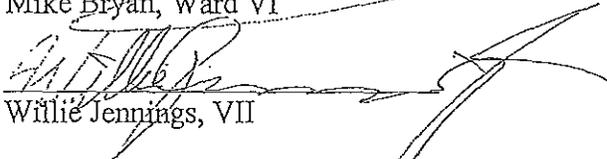

Lynn Bryan, Ward II


Travis Beard, Ward III


Nettie Y. Davis, Ward IV


Buddy Palmer, Ward V


Mike Bryan, Ward VI


Willie Jennings, VII

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IN THE MATTER OF CALLING THE MEETING TO ORDER

President Mike Bryan called the special called meeting to order at 4:00 p.m.

IN THE MATTER OF EXECUTIVE SESSION

Upon a motion by Councilman Whittington, seconded by Councilman Palmer, the council voted unanimously to close the meeting to determine the need for an executive session.

Upon a motion by Councilman Whittington, seconded by Councilman Palmer, the council voted unanimously to go into executive session to discuss pending litigation.

Upon a motion by Councilman Palmer, seconded by Councilman Beard, the council voted unanimously to come out of executive session and return to the special called meeting with no action to be taken in open session.

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 4:40 p.m.

ATTEST:

CLERK OF THE COUNCIL

PRESIDENT

APPROVED:

MAYOR

1.3



Memo

To: City Council
From: Jason Shelton
cc: Ted Moll
Date: January 12, 2015
Re: Recommendation for Planning Commlltee board member

It is my recommendation that Mr. Ted Moll replace Mitch Ellett on the Planning Committee. Mr. Ellett's term expires February 2015. If approved, Mr. Moll will serve a 4 year term on the planning committee. His term will expire February 2019. Please consider this recommendation.

Thank you,

A handwritten signature in cursive script that reads "Jason Shelton".

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Ted Moll Bio

I started working for MTD Products in 1965 after completing a tool and die apprenticeship, and in January of 2011, I concluded my career while serving as Executive Vice President of Global Operations. I remain Vice-Chairman of MTD Consumer Products.

I moved from Cleveland, Ohio to Indianola, Mississippi in 1972. Between 1972 and 1989, I served as Plant Manager and then General Manager of Modern Line Products in Indianola. In 1989, I moved to Tupelo with responsibility for the Aircap Divisions in Mississippi and South Carolina, as well as continuing to oversee the Indianola facility.

In the early 1990s, I assumed responsibility for all MTD Domestic Operations, and when I retired in 2011, I was Executive Vice-President of Global Operations, which included not only manufacturing, but supply chain, quality assurance, and distribution worldwide.

I attended high school in Cleveland, Ohio and graduated from Wittenberg University in Springfield, Ohio.

I currently serve on the board of Renasant Bank. I am a former Trustee at Rust College in Holly Springs. I am associated with and past president of Community Development Foundation in Tupelo. I volunteer with the United Way, the Boys and Girls Club of North Mississippi, and the North Mississippi Symphony Orchestra.

I have been married to my wife Lynn for almost 50 years. We have been blessed with two daughters and five grandchildren. Lynn and I are active at First United Methodist Church in Tupelo.

2.4

City of Tupelo
 Fy 2015 Budget Revision #3

Whereas, the Mayor and City Council of the City of Tupelo have determined that the budget estimates and certain increases are needed in the operating departments, it is hereby resolved to amend the FY 2015 Budget as follows:

	Original Budget	Amendment	Amended Budget
General Fund Revenues			
Local Taxes	6,917,304		6,917,304
Licenses & Permits	912,000		912,000
Intergovernmental Revenues	23,116,236	6,891	23,123,127
Charges for Services	699,500		699,500
Fines & Forfeits	1,092,000		1,092,000
Interest Income & Misc. Revenues	348,979	2,190	351,169
Other Financing Resources	81,310		81,310
Unreserved Fund Balance	-	-	-
Total General Fund Revenues	33,167,329	9,081	33,176,410

Purpose: To accept a donation from AT&T for the sponsorship of the Mayor's Youth Council Program (1,350).
 To budget for the unspent portion of a Homeland Security grant to be rolled over from fiscal year 2014 (3,591).
 To budget for Fire Code funds from the State of MS to be used by the Fire Department. (\$3,300)
 To accept a donation from Freds for the Police Department and Fire Department in the amount of \$420 each.

Expenditures:

City Council

Personnel	238,767		238,767
Supplies	1,500		1,500
Other Services & Charges	181,650		181,650
Capital	2,500	-	2,500
Total City Council	424,417	-	424,417

Purpose:

Executive Dept.

Personnel	593,643		593,643
Supplies	26,100		26,100
Other Services & Charges	306,250		306,250
Capital	1,000	-	1,000
Total Executive Dept.	926,993	-	926,993

Purpose:

City Court

Personnel	652,136		652,136
Supplies	20,500		20,500
Other Services & Charges	107,284		107,284
Capital	2,238	-	2,238
Total City Court	782,158	-	782,158

Purpose:

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	Original Budget	Amendment	Amended Budget
<u>Budget & Accounting</u>			
Personnel	699,652		699,652
Supplies	17,450		17,450
Other Services & Charges	325,824		325,824
Capital	84,516	-	84,516
Total Budget & Accounting	1,127,442	-	1,127,442

Purpose:

<u>Personnel Dept.</u>			
Personnel	221,678		221,678
Supplies	4,600		4,600
Other Services & Charges	30,944		30,944
Capital	-	-	-
Total Personnel Dept.	257,222	-	257,222

Purpose:

<u>Development Services</u>			
Personnel	1,146,168		1,146,168
Supplies	42,500		42,500
Other Services & Charges	73,891		73,891
Capital	5,000	-	5,000
Total Development Services	1,267,559	-	1,267,559

Purpose:

<u>Police Dept</u>			
Personnel	7,241,111		7,241,111
Supplies	694,490	420	694,910
Other Services & Charges	1,629,243		1,629,243
Capital	197,343	3,591	200,934
Total Police Dept.	9,762,187	4,011	9,766,198

Purpose: To carry over Homeland Security Grant Funds from fiscal year 2014 (3,591).
To accept a donation from Fred's for Police Department Supplies (420).

<u>Fire Dept</u>			
Personnel	5,246,694		5,246,694
Supplies	241,000	420	241,420
Other Services & Charges	291,378		291,378
Capital	-	3,300	3,300
Total Fire Dept.	5,779,072	3,720	5,782,792

Purpose: To purchase computer equipment with State Fire Code funds received from the State of MS (3,300).
To accept a donation from Fred's for Fire Prevention Supplies (420).

	Original Budget	Amendment	Amended Budget
<u>Public Works</u>			
Personnel	2,841,851		2,841,851
Supplies	432,100		432,100
Other Services & Charges	2,009,276		2,009,276
Capital	<u>5,000</u>	<u>-</u>	<u>5,000</u>
Total Public Works	<u>5,288,227</u>	<u>-</u>	<u>5,288,227</u>
Purpose: To budget for the Wildflower Project expenditures.			
<u>Parks & Recreation</u>			
Personnel	1,563,951		1,563,951
Supplies	411,000		411,000
Other Services & Charges	845,654		845,654
Capital	<u>10,000</u>	<u>-</u>	<u>10,000</u>
Total Parks & Rec	<u>2,830,605</u>	<u>-</u>	<u>2,830,605</u>
Purpose:			
<u>Aquatics Facility</u>			
Personnel	337,499		337,499
Supplies	64,700		64,700
Other Services & Charges	266,000		266,000
Capital	<u>-</u>	<u>-</u>	<u>-</u>
Total Aquatics Facility	<u>668,199</u>	<u>-</u>	<u>668,199</u>
Purpose:			
<u>Museum</u>			
Personnel	107,436		107,436
Supplies	10,500		10,500
Other Services & Charges	35,850		35,850
Capital	<u>-</u>	<u>-</u>	<u>-</u>
Total Museum	<u>153,786</u>	<u>-</u>	<u>153,786</u>
Purpose:			
Community Services	<u>890,459</u>	<u>1,350</u>	<u>891,809</u>
Purpose: To increase the Maor's Youth Council Budget with funds from AT&T.			
Debt Service	<u>262,315</u>	<u>-</u>	<u>262,315</u>
Other Financing Uses	<u>2,646,549</u>	<u>-</u>	<u>2,646,549</u>
Purpose:			
Reserves	<u>100,139</u>	<u>-</u>	<u>100,139</u>
Total General Fund Expenditures	<u>33,167,329</u>	<u>9,081</u>	<u>33,176,410</u>

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	Original Budget	Amendment	Amended Budget
Fund 102			
Tourism Fund			
Revenues			
Intergovernmental Revenues	3,888,333		3,888,333
Interest & Miscellaneous Income	3,500	1,800	5,300
Unreserved Fund Balance	<u>287,544</u>	-	<u>287,544</u>
 Total Revenues	 <u>4,179,377</u>	 <u>1,800</u>	 <u>4,181,177</u>
Expenditures			
Personnel Services	805,242		805,242
Supplies	17,500		17,500
Other Services & Charges	2,038,635	1,800	2,040,435
Capital Outlay	90,000		90,000
Other Financing Uses	<u>1,228,000</u>	-	<u>1,228,000</u>
 Total Expenditures	 <u>4,179,377</u>	 <u>1,800</u>	 <u>4,181,177</u>

Purpose: To accept a donation from BNSF Railroad for the assistance with sponsorship and advertising expenditures.

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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

#2.5

Memo

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

From: Teri Blissard

Date: January 9, 2015

Re: Resolution to Apply for MDOT's Transportation Alternatives Program

Please find attached a resolution authorizing the submittal of an application to the Mississippi Department of Transportation for 2015 Transportation Alternatives Program grant funding.

As discussed during a recent work session, this application involves two types of downtown improvements:

- 1) Completion of the existing sidewalk around the BancorpSouth Arena
- 2) Intersection improvements on Troy Street between Front and Green Streets, and on Court Street between Front and Green Streets

These improvements will improve pedestrian access in the downtown area, enhance pedestrian safety at intersections, and increase handicap accessibility.

The estimated cost of this project is \$520,651. Grant funding, if awarded, would pay for 80 percent (\$416,521) of that total, and the City would be responsible for the remaining twenty percent (\$104,130).

In addition to the attached resolution, I have included cost estimates for the project. The estimates are broken down into two mobilizations – one for the Arena, and one for Court and Troy Streets.

RESOLUTION

AUTHORIZATION TO SUBMIT APPLICATION

FOR 2015 TRANSPORTATION ALTERNATIVES GRANT PROGRAM

WHEREAS, the Mississippi Department of Transportation has allocated Transportation Alternatives Program grant funding to award to eligible entities for projects providing transportation alternatives as defined in 23 U.S.C. 101(a)(29)(MAP-21 1103) ; and

WHEREAS, the City of Tupelo is an entity eligible to benefit from such a program; and

WHEREAS, the City of Tupelo desires to apply for Transportation Alternatives Program funding to improve pedestrian and wheelchair access in downtown Tupelo by (1) completing a sidewalk loop around the BancorpSouth Arena and (2) creating safer access to crosswalks at intersections in the Downtown Tupelo area; and

WHEREAS, the City of Tupelo's Mayor and City Council hereby certify that no known foreseeable legal impediments exist that would prohibit completion of the project; and

WHEREAS, the proposed project complies with applicable codes, standards, and regulations required for project completion; and

WHEREAS, the City of Tupelo agrees to adhere to the objectives and requirements set forth by the Mississippi Department of Transportation, including the provision of a twenty

percent match for any Transportation Alternatives Program funds which may be awarded by the Mississippi Department of Transportation and subsequently accepted by the City of Tupelo;

NOW, THEREFORE, the Mayor and the City Council hereby authorize the submittal of an application from the City of Tupelo to the Mississippi Department of Transportation for funding through the 2015 Transportation Alternatives Program.

BE IT RESOLVED that Mayor Jason L. Shelton be and hereby is authorized and empowered to execute said application and all required understandings, contracts, assurances, and other documentation contained therein; and

BE IT RESOLVED that Mayor Jason L. Shelton hereby is designated as the authorized representative of the City of Tupelo to act for and on behalf of the City in all respects in connection with the filing of said application and subsequent negotiations, including provision of any additional information required.

Upon a motion by Councilman _____, seconded by Councilman _____,
the matter was called to a vote by the President with the Council voting as follows:

Councilman T. Beard _____

Councilman W. Jennings _____

Councilman L. Bryan _____

Councilman B. Palmer _____

Councilman M. Bryan _____

Councilman M. Whittington _____

Councilwoman N. Davis _____

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Having received a majority vote, the President of the Council declared that the Resolution had passed as set forth above.

RESOLVED AND ORDERED BY THE COUNCIL OF THE CITY OF TUPELO

on this the 20th day of January 2015.

CITY OF TUPELO, MISSISSIPPI

By: _____

Mike Bryan, Council President

ATTEST:

Glenda Muse, Council Clerk

APPROVED:

By: _____

Jason L. Shelton, Mayor

ATTEST:

Kim Hanna, City Clerk

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Preliminary Opinion of Probable Construction Costs
Sidewalk Improvements (Coliseum)
City of Tupelo, MS

Prepared: January, 2014

Item	Quantity	Units	Unit Costs	Item Total
Mobilization	1	LS	\$ 7,500.00	\$ 7,500.00
Clearing & Grubbing	1	LS	\$ 2,000.00	\$ 2,000.00
Pavement Removal	355	SY	\$ 10.00	\$ 3,550.00
Maintenance of Traffic	1	LS	\$ 1,000.00	\$ 1,000.00
Grate Inlet Modification	1	EA	\$ 2,500.00	\$ 2,500.00
Concrete Sidewalk	444	SY	\$ 40.00	\$ 17,760.00
Concrete Header Curb	225	LF	\$ 18.00	\$ 4,050.00
Traffic Stripe	500	LF	\$ 1.00	\$ 500.00
Earthwork	1	LS	\$ 1,000.00	\$ 1,000.00
Crushed Stone	90	CY	\$ 55.00	\$ 4,950.00
Fencing	500	LF	\$ 10.00	\$ 5,000.00
Erosion Control	1	LS	\$ 1,000.00	\$ 1,000.00
Solid Sodding	200	SY	\$ 10.00	\$ 2,000.00
Estimated Construction Total:				\$ 52,810.00
Contingencies @ 5%				\$ 2,640.50
Engineering:				
Design	10.0%			\$ 5,281.00
Construction Observation	4.0%			\$ 2,112.40
Estimated Project Total:				\$ 62,843.90

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Preliminary Opinion of Probable Construction Costs
 Intersection Crossing Improvements
 City of Tupelo, MS

Prepared: December, 2014

Item	Quantity	Units	Unit Costs	Item Total
Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00
Clearing & Grubbing	1	LS	\$ 10,000.00	\$ 10,000.00
Pavement Removal	1,510	SY	\$ 10.00	\$ 15,100.00
Sidewalk Removal	275	SY	\$ 9.00	\$ 2,475.00
Curb Removal	1,166	LF	\$ 9.00	\$ 10,494.00
Inlet Removal	14	EA	\$ 750.00	\$ 10,500.00
Maintenance of Traffic	1	LS	\$ 12,000.00	\$ 12,000.00
Grate Inlets	14	EA	\$ 2,500.00	\$ 35,000.00
Concrete Sidewalk	620	SY	\$ 45.00	\$ 27,900.00
Concrete Driveway	55	SY	\$ 60.00	\$ 3,300.00
Concrete Header Curb	2,225	LF	\$ 18.00	\$ 40,050.00
Brick Pavers	5,921	SF	\$ 14.00	\$ 82,894.00
Truncated Domes	800	SF	\$ 30.00	\$ 24,000.00
Stop Bars	600	SF	\$ 8.00	\$ 4,800.00
Traffic Stripe	500	LF	\$ 1.00	\$ 500.00
Hot Mix Asphalt	50	TON	\$ 200.00	\$ 10,000.00
Earthwork	1	LS	\$ 2,500.00	\$ 2,500.00
Crushed Stone	550	CY	\$ 55.00	\$ 30,250.00
Storm Drain Piping	1	LS	\$ 25,000.00	\$ 25,000.00
Concrete Junction Box	10	EA	\$ 1,800.00	\$ 18,000.00
Utility Adjustment	1	LS	\$ 5,000.00	\$ 5,000.00
Erosion Control	1	LS	\$ 5,000.00	\$ 5,000.00
Solid Sodding	200	SY	\$ 10.00	\$ 2,000.00
Electrical	1	LS	\$ 10,000.00	\$ 10,000.00
Irrigation	1	LS	\$ 10,000.00	\$ 10,000.00
Estimated Construction Total:				\$ 426,763.00
Contingencies @ 8%				\$ 34,141.04
Engineering:				
Design	10.0%			\$ 42,676.30
Construction Observation	4.0%			\$ 17,070.52
Administration:				
Estimated Project Total:				\$ 520,650.86

1.6

Downtown Tupelo Main Street Association

Memorandum

To: Mayor Jason Shelton and Tupelo City Council
From: Debbie Brangenberg *DMB*
Date: 1/15/2015
Subject: Mississippi Main Street Association Memorandum of Agreement

Each year each designated Mississippi Main Street Community is asked to enter into a Memorandum of Agreement with the Mississippi Main Street Association. It is signed by the Mayor of said community and the President of the Board of Directors for Mississippi Main Street.

Attached you will find the MOA and required Attachments. It list the expectations of each entity. DTMSA (Downtown Tupelo Main Street Association) pays the dues each year from its funds and I, as Director, fulfill all requirements with the exception of #2 which is to agree to employ a Manager/Program Coordinator who will be responsible for the day-to-day administration of the Main Street Program. This is, of course, a decision of the Mayor and City Council during the budget process. This is a housekeeping matter each year in January.

The Tupelo Main Street program is a top program in the State of Mississippi. Bob Wilson, Executive Director of Mississippi Main Street, always refers to Tupelo as the "Shining Star" for the state and uses our program as an example of excellence when assisting other programs.

January 1, 2015 marked the 25th year of being designated a Mississippi Main Street Community. We have accomplished a great deal in the 24 years I have been in Tupelo. It is my honor and privilege to be associated with this great city and program. I have also included a copy of our Annual Report.

JK

Please submit the initialed and signed 2015 Memorandum of Agreement, dues payment for 2015, and all required additional materials before JANUARY 31, 2015 to Mississippi Main Street Association, 308 East Pearl St., Suite 101, Jackson, MS 39201.



**2015 MEMORANDUM OF AGREEMENT
FOR CONTINUATION
IN THE MISSISSIPPI MAIN STREET ASSOCIATION
MAIN STREET PROGRAM**

This agreement is entered into and executed by the Mississippi Main Street Association and the City of Tupelo and sponsoring organization Downtown Tupelo Main Street Association

This agreement is for the purpose of continued participation in the Mississippi Main Street Program. MMSA is under contract with the Mississippi Development Authority to administer the Main Street Program and to provide technical assistance and training to selected communities. The parties agree to the following:

Section I: The Community Agrees To: (please initial each item)

- OMB 1. Make payment of annual dues to MMSA by January 31 of the calendar year.
- OMB 2. Continue to employ a Manager/Program Coordinator who will be responsible for the day-to-day administration of the Main Street Program.
- OMB 3. Expend funds and in-kind services for maintaining a full-time office with the necessary travel and operating budget for the local program.
- OMB 4. Continue to implement the Four Point Approach™ methodology recommended by the National Main Street Center and the Mississippi Main Street Program, including development of an annual written Work Plan for the local Main Street Program and the establishment of a strong, broad-based organizational system to include the following committees: organization, promotion, design and economic restructuring.
- OMB 5. Concentrate the Main Street Program activities within the boundaries designated by the local program.
- N/A 6. File all applicable IRS forms file in accordance with state and federal taxation laws. Programs may be required to register as a Mississippi charitable organization with the Mississippi Secretary of State's office.
- OMB 7. Maintain data for monitoring the progress of the Main Street Program, submit regular monthly reports online using formats provided by the MMSA, and provide other information requested by the MMSA on or before the identified deadlines.
- OMB 8. Send the manager to Manager Trainings as designated by the MMSA. The community shall be responsible for the manager's travel costs and expenses associated with these meetings. If the Program Manager cannot attend, another program representative should attend to represent the community.
- OMB 9. Promote and encourage local committee and board member attendance at local, state and national training opportunities, as identified by the MMSA.
- OMB 10. Ensure that at least sixty percent (60%) of persons designated to participate in any and all MMSA on-site services are committed to attend at least 48 hours before the scheduled event. The MMSA reserves the right to cancel said on-site service if this requirement is not met.
- OMB 11. Assist in local arrangements during on-site and public relations visits to the community, as requested by the MMSA.

12. Maintain an active membership and current fee-paid status in the Mississippi Main Street Association, participating at the Main Street Program membership level.
13. Agree to acknowledge being an official Mississippi Main Street city in all printed and electronic materials, (i.e. websites, newsletters and brochures).
14. Be a Network Member of the National Trust Main Street Center.
15. Maintain broad-based public and private sector community support for the program through financial contributions and in-kind or volunteer support.

Section II: MMSA Agrees To:

1. Designate a Main Street District Director to handle all communications with the community, the MMSA, state government agencies and the National Trust Main Street Center.
2. Conduct an annual Main Street Four Point Approach™ training session open to all program managers, local board members, local committee members and local government representatives from the Main Street communities, and provide all necessary materials related to training.
3. Conduct regional training sessions for managers and on-site training sessions in the community for development of goals, objectives and the annual work plan. The MMSA will also provide guidelines and other materials designed to assist in the educational process.
4. Conduct quarterly regional meetings and/or workshops to further develop and refine the skills of the program managers, board members, committee members and local government representatives. The National Main Street Conference and the Destination Downtown Conference both qualify as "official training."
5. Provide advice, technical assistance and on-site visits to the local program manager and community on a continuing basis, as requested by the local program and determined by the MMSA District Director.
6. Facilitate and promote ongoing press coverage of the Mississippi Main Street Program and its individual local programs.
7. Conduct an on-site evaluation of each program's progress every other year, or as needed, and a phone evaluation on alternate years. Each evaluation will aid the community in deciding the direction of the program in the upcoming year.

Section III: MMSA and The Community jointly agree that:

1. The term of this agreement shall be for one calendar year, beginning on January 1, 2015 and ending on December 31, 2015. It may be extended or revised by both parties.
2. If funds anticipated for continued fulfillment are, at any time, not forthcoming or insufficient for continuation of the contractual agreement, then either party shall have the right to amend or terminate this agreement without penalty by giving not less than sixty (60) days written notice to the other party.
3. Should a local Main Street program fail to comply with the provisions of this annual Memorandum of Agreement, the Main Street Executive Director may choose to send that program a written initial warning. At that time the local program will be placed on probationary status and ineligible for any services from the Mississippi Main Street Association. The warning will include a summary of violations and provide guidance on how to correct the problem. The local program will be reevaluated by the Executive Director ninety (90) days following the first warning.
4. They shall jointly hold each other harmless for any activities of the other including but not limited to general liability, automobile liability, worker's compensation and employer's liability.

WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

By: _____ Topelo
MAYOR or LOCAL BOARD PRESIDENT/ CHAIRPERSON COMMUNITY

Name (printed): _____
Downtown Topelo Main Street Assoc. Date signed: _____
SPONSORING ORGANIZATION

BY: _____ Date: _____
Mark Loughman, MMSA Board of Directors President

BY: _____ Date: _____
Bob Wilson, MMSA Executive Director

Required Attachments and Enclosures

The following documents must be attached to this signed and completed Memorandum of Agreement, and submitted to MMSA by the January 31, 2015 deadline:

- _____ 1. Payment of 2015 MMSA dues (invoices is emailed to the Manager of record)
- _____ 2. A copy of the community's current Main Street Program Budget
- _____ 3. A copy of the community's Program of Work for 2015
- _____ 4. A complete list of local board members, including name and email address
Please indicate which Board members are new for this year.

Mail this completed document and all attachments to The Mississippi Main Street Association, 308 East Pearl Street, Suite 101, Jackson, MS 39201.

IMPORTANT MAIN STREET MANAGER REMINDERS:

- 1. Each Main Street Manager must submit a completed Monthly Report on the MMSA website within fifteen (15) days of the end of each month.
- 2. Main Street Managers are required to attend all Manager Trainings or send a representative from the community. Destination Downtown and the National Main Streets Conference are considered Manager Trainings.

If needed, one of the following meetings may be used as a substitute for one of the required Trainings:

- MTA Governor's Tourism Conference
- MEDC Annual Meeting or MEDC Winter Conference
- MHT Annual Meeting
- Alabama Mississippi Rural Tourism Conference
- MDAH Preservation Boot Camp

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Downtown Tupelo Main Street Association
Profit & Loss Budget Overview
 January through December 2015

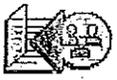
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 01/15/15
 Accrual Basis

	<u>Jan - Dec 15</u>
Ordinary Income/Expense	
Income	
47000 · Income	176,407.90
48900 · Grants	96,879.96
Total Income	<u>273,287.86</u>
Gross Profit	273,287.86
Expense	
51800 · Merchant Account Fees	905.17
60000 · Advertising and Promotion	43,860.88
60400 · Bank Service Charges	300.00
60500 · Building Expenses	8,232.78
60900 · Business Gifts	300.00
61000 · Business Licenses and Permits	10.00
61700 · Computer Expenses	5,815.91
62000 · Continuing Education	2,150.00
62500 · Dues and Subscriptions	2,992.00
62600 · Equipment Rental	579.16
62700 · Events	48,000.00
63300 · Insurance Expense	3,402.66
63500 · Janitorial Expense	1,154.17
64300 · Meals and Entertainment	4,863.87
64700 · Miscellaneous Expense	4,692.21
64900 · Office Supplies	1,976.07
66000 · Payroll Expenses	108,702.65
66500 · Postage and Delivery	2,640.49
66600 · Printing and Reproduction	1,878.38
66700 · Professional Fees	4,250.00
66900 · Reconciliation Discrepancies	0.00
67200 · Repairs and Maintenance	2,000.04
68000 · Taxes	2,227.84
68400 · Travel Expense	14,119.23
68600 · Utilities	5,465.60
69000 · Savings/Reserve	2,768.75
Total Expense	<u>273,287.86</u>
Net Ordinary Income	0.00
Other Income/Expense	
Other Income	
70200 · Interest Income	45.56
Total Other Income	<u>45.56</u>
Net Other Income	45.56
Net Income	<u><u>45.56</u></u>



2015 DEPARTMENT GOALS ADMINISTRATION

- **Goal 1- Restructure Sponsorships programs to Increase revenue by 25K**
 - Evaluate each Event for quality
 - Re-assess all existing sponsorship levels
 - Identify new sponsorship opportunities
 - Identify 2 new Annual Sponsors
- **Goal 2- Develop a strategy to sustain Down On Main Concert Series**
 - Recruit new Volunteer Steering Committee
 - Develop new sponsorship opportunities
 - Meet with all existing sponsors to confirm funding for 2015
 - Continue to provide a diverse entertainment roster by seeking community input
- **Goal 3- Develop a long range plan for revamping alleyways**
 - Assess all alleys downtown
 - Work with downtown businesses to develop/improve garbage collection
 - Identify stakeholders and partners
 - Develop a budget for long range capital projects consideration
- **Goal 4- Develop a strategy for developing the Residential/Fairpark**
 - Review Market Analysis to determine need, size and price point
 - Re-assess lot pricing
 - Identify plans/styles that demonstrate the vision
 - Identify potential builders/developers
 - Update Fairpark District Website for marketing
- **Goal 5-Develop a strategy for developing the Entertainment District/Fairpark**
 - Re-assess lot pricing
 - Establish development incentives
 - Identify potential developers
 - Update Fairpark District Website for marketing



E-mail List

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Debbie Brangenberg, Downtown Tupelo Main ...
P. O. Box 468
108 S. Broadway Street
Tupelo, MS 38802-0468

Number of contacts: 20

<u>Company</u>	<u>Contact</u>	<u>E-mail</u>
Bancorpsouth Bank	Chris Hussey	chris.hussey@bxs.com
Bar-B-Q by Jim	Jim Beane	bbqbyjim@cgdsl.net
Caron Gallery	Kim Caron	kim@carongallery.com
Community Development Foundation	Jon Milstead	jmilstead@cdfms.org
FNB Tupelo	Richard Alvarez	ralvarez@fnbtupelo.com
JBHM Architects	Brandon Bishop	bbishop@jbhm.com
JBHM Architects	Shipman Sloan	ssloan@jbhm.com
McCullough Steel	Tommy Green	thomasfgreen@hotmail.com
North Mississippi Medical Center	Jim Stanzell	stanzell@bellsouth.net
Park Heights Restaurant	Blair Bean Hughes	beanblair@aol.com
Read's	Lucia Randle	lucia@reedsms.com
Reed's Gift Shop & Gumtree Book Store	Camille Sloan	camillesloan@hotmail.com
Renasant Bank	Bobby Geno	bobbyg@renasant.com
Renasant Bank	Louis C. Marascalco, III	louis.marascalco@regions.com
Robinson and Associates, Inc.	Richard Tucker	richard@robinson-advertising.com
The Nowell Agency	Greg Bost	gbost@nowellagency.com
Toyota	Mark Jones	mark.f.jones.mba@gmail.com
Trustmark National Bank	Renee Gant Creely	rcreely@trustmark.com
United Furniture	Russell Conerly	rconerly@comcast.net
Waters Creative	Sam Waters	sam.waters5@gmail.com

7.7



Tupelo Major Thoroughfare Program
Minutes
December 8, 2014

Members present: Hudson Bryan, Eddie Carnathan, Bill Cleveland, C.W. Jackson, Stuart Johnson, Ernie Joyner, J D Moore, Jamie Osbirn, Greg Pirkle, Drew Robertson, Kay Trapp, Wesley Webb and Betty Wood

Members not present: Ken Burton, Jeffery Gladney, Gunner Goad, and Theodore Roach

Others in attendance: Don Lewis, Kim Hanna, John Crawley, Jess Wygul and John White

Greg Pirkle called the meeting to order.

Chairman Pirkle asked the Committee to review and approve the minutes of the November 11, 2014 Major Thoroughfare Program meeting. With no discussion, the minutes were approved unanimously.

Kim Hanna presented the Major Thoroughfare Phase V Budget Report for the period ending November 30, 2014. Beginning cash balance was \$2,299,063.00. Revenue from Property Tax Exemption and Interest Earned totaled \$40,661.00. Expenditures totaled \$444,858.00 with payments to personnel cost of \$6,946.00, and to Key Construction \$437,911.00. Ending cash balance was \$1,894,866.00.

John Crawley gave updates on the projects below.

SOUTH GLOSTER STREET:

MDOT will grant final acceptance of the portion from Shell Street South to HWY 6 within the next month.

NATCHEZ TRACE BRIDGE:

The Contractor has planted approximately 70% of the trees. Remaining trees have not come in from the nursery. They will finish as soon as trees are available.

EAST MAIN STREET (Green Street to Veterans Memorial Boulevard):

Contractor has completed the roadway base, inlets and curb on the North side of the roadway from Highway 45 ramps to Veterans Boulevard. The Contractor is working on roadway base, curb and gutter, drainage inlets, etc on the section of Reese Street. They have completed removal of the existing bridge railing, and sidewalks in preparation for the bridge construction. They have completed the pile driving on the West side of Mud Creek Bridge and have begun the pile driving on the East side of the Bridge. They have

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begun pouring substructure concrete on the West side of the bridge. According to the Estimate #1 from the contractor, they have completed approximately 3.5% of the work and used approximately 4% of the contract time. We are currently finishing up work on pay estimate #2 so the percentage of completion and contract time has not been calculated for the month of December. There have been no complaints from the citizens and we are pleased with the progress made so far.

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

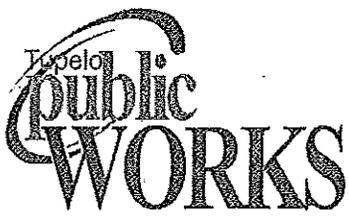


Chairman Greg Pirkle



Submitted by Renee Newton

1.8



Memo

To: Mayor Shelton and City Council
From: Chuck Williams
CC: Don Lewis, Kim Hanna, Missy Shelton
Date: January 15, 2015
Re: Mill and Overlay Bid 1354W

Bid 1354PW Milling & Overlay: Opening January 13, 2015 at 10:00 a.m.

Attendance:

Jason Rush Public Works Department
Missy Shelton Finance Department
Adam Wyers APAC, Mississippi

One bidder responded to our request for bids. We recommend APAC, Mississippi be awarded this bid. Overlay will be performed per budget limitations.

	APAC, Mississippi
Milling per square yard	\$2.20
Overlay per ton	\$87.90
Overall	\$837,000.00

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1354PW

Public Works Department

TO APAC-Mississippi, Inc.

ADDRESS P.O. Box 24508 JACKSON, MS 39225

DATE 12-16-14

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A.M. January 13 20 15, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By Missy Shelton

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
<p>The City of Tupelo Public Works Department is accepting bids for Profiling of Existing Asphalt Pavement by Cold Milling and Surface Course for Overlay as requested on City streets.</p> <p>The vendor, directed by the City Of Tupelo inspector on site, will install driveway tie-ins or aprons. These will be marked as they are taken out and evaluated by the inspector to determine if they will be reinstalled by the vendor.</p> <p>The vendor will mill thru some intersections, or mill back on a side street as marked by the inspector. These figures have been added to the mill/overlay list on the appropriate street. All streets were measured with Numetrics Nite Star MDI.</p> <p>GENERAL BIDDER REQUIREMENTS</p> <ol style="list-style-type: none"> 1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and the vendor address on it. 2. All bids must be submitted in the enclosed envelope or an envelope identified in the same manner as the enclosed envelope. 3. The bidder shall sign and date the bid at the bottom of the form. 4. The outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility number and time and date to be opened. 				

CITY MAY EXPECT DELIVERY BY

DATE JAN. 13, 2015

BIDDER APAC-Mississippi, Inc.

ADDRESS P.O. Box 24508 JACKSON, MS 39225

TELEPHONE 601-376-4000

BY Adam J. Wilson 1-13-15



INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1354PW
Public Works Department

TO _____

ADDRESS _____

DATE 12-16-15

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M January 13 20 15, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
5. The City of Tupelo reserves the right to reject any and all bids, to waive any informality in the bid, or award the bid to whomever they may choose.				

GENERAL SPECIFICATIONS

- The successful bidder must provide a Certificate of Insurance of \$300,000 minimum per vehicle with submitted bid.
- The successful bidder must provide a Certificate of Insurance of \$1,000,000 minimum general liability with submitted bid.
- The successful bidder must provide a performance bond for the work to be done in an amount not less than the amount of the contract.
- The successful bidder must provide a payment bond payable to the City but conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under said contract, for the use of each such person, in an amount not less than the amount of the contract.
- The successful bidder must have current Privilege License with the City of Tupelo or Lee County if local vendor and show proof with submitted bid.
- The successful bidder must have worker's compensation insurance coverage on all employees. Proof to be submitted with bid.
- The City of Tupelo will not accept responsibility for wrecker fees (towing), mechanical breakdowns, or damage to vendor owned equipment which delivers or performs at work sites. City equipment will not be used in conjunction with vendor equipment in any way.

CITY MAY EXPECT DELIVERY BY

DATE JAN. 13, 2015

BIDDER APAC-Mississippi, Inc.

ADDRESS P.O. Box 24508 JACKSON, MS 39225

TELEPHONE 601-376-4000

BY Adam J. Wigan 1-13-15



INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1354 PW
Public Works Department

TO _____

ADDRESS _____

DATE 12-16-14

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M January 1 20 15, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
<p>The City of Tupelo Public Works Department and the successful bidder will establish a date for construction to begin. Failure to begin work 72 hours from agreed date will forfeit bid to alternate bidder.</p>				
<p>Profiling of existing asphalt pavement by cold milling up to 125,000 square yards; average depth 2" more or less;</p>				
Price per square yard.....	SY	\$2.20		
<p>Surface course for overlay up to 14,000 tons; average depth 2" more or less; Price per ton.....</p>				
	TON	\$87.90		

CITY MAY EXPECT DELIVERY BY

DATE JAN. 13, 2015

BIDDER APAC-Mississippi, Inc.

ADDRESS P.O. Box 24508 JACKSON, MS 39225

TELEPHONE 601-326-4000

BY William J. Wynn 1-13-15



Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED. ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMITS/LIMITS NOT LISTED BELOW.

This is to Certify that

APAC-Mississippi, Inc.

PO Box 24508

Jackson

MS 39225

NAME AND ADDRESS OF INSURED



Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE <input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY
WORKERS COMPENSATION	9/1/2015	WA7-C8D-004095-024 WC7-C81-004095-014	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTICS STATES AND NY WI EMPLOYERS LIABILITY Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury By Disease \$1,000,000 Policy Limit Bodily Injury By Disease \$1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2015 RETRO DATE	TB2-C81-004095-114 -Per Project Aggregate Included.	General Aggregate \$2,000,000 Products / Completed Operations Aggregate \$2,000,000 Each Occurrence \$2,000,000 Personal & Advertising Injury \$2,000,000 Per Person / Organization Other Fire Damage-\$100,000 Other Medical Exp-\$5,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	9/1/2015	AS2-C81-004095-124 Comp Ded \$10,000 Coll Ded \$10,000	Each Accident--Single Limit \$2,000,000 B.L And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence
OTHER			
ADDITIONAL COMMENTS City of Tupelo, MS - Supply Bid Certificate Holder is named as additional insured with respect to Automobile & General Liability. Waiver of Subrogation in favor of the certificate holder.			

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

Certificate Holder

City of Tupelo
P.O. Box 1485
Tupelo, MS 38802-1485

Stanley S. Esposito, Jr.

Stan Esposito
AUTHORIZED REPRESENTATIVE

Pittsburgh / 0387
12 Federal Street, Ste. 310
Pittsburgh PA 15212-5706 412-231-1331 1/12/2015
OFFICE PHONE DATE ISSUED

Click Here to Return to Agenda

POST IN A CONSPICUOUS PLACE	City of Tupelo Privilege Tax License	License Number 26832
Business Name & Address:	APAC - MISSISSIPPI INC PO BOX 24508 JACKSON, MS 39225-4508 US	Issue Date: 10/01/2014 Expire Date: 09/30/2015
This is to certify that the person or firm named herein has paid into my hands minimum payment of tax as set out herein for the use and benefit of the City aforesaid, and is licensed to engage in		
Business as:	APAC-MISSISSIPPI INC	
Classification:	03 ASPH	
Description:	MANUFACTURE	
Type/Catagory:	ASPHALT & CONCRETE PLANTS	
Location:	459 N EASON BLVD	
THIS LICENSE SHALL NOT MAKE LAWFUL ANY ACT OR THING DECLARED TO BE UNLAWFUL IN THE STATE OF MISSISSIPPI		
 <i>Jason L. Shelton</i> Mayor	<i>Kim Hanna</i> City Clerk/Tax Collector	Business License Fee Paid 80.00

This License is NOT Transferable



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

January 12, 2015

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 recommend the following contract for award at your regular meeting on Tuesday, January 20th, 2015:

Tupelo SRF FY13 Sanitary Sewer System Improvements – Area 3 – Auburn –
The bid for this project was awarded through your meeting on October 7, 2014 to Paul Smithey Construction in the amount of \$763,775.20.

If you have any questions, please call upon me.

Yours very truly,

Johnny N. Timmons
Manager

Attachment

CONTRACT AGREEMENT

This Agreement, made this the _____ day of _____, 20____, by and between Enscor, LLC, hereinafter called the Contractor, and the City of Tupelo, Mississippi, hereinafter called the Owner.

WITNESSETH:

That the Contractor and Owner for the consideration hereinafter named agree as follows:

Article 1. SCOPE OF WORK

The Contractor shall furnish all equipment, materials, labor, and perform fully the construction of Tupelo SRF FY13 Sanitary Sewer System Improvements Area 3 - Auburn, Project No. C280 885-05 for the Owner, all in the manner provided for in the Specifications and Contract Documents, dated April 2014 and Construction Plans entitled Tupelo SRF FY13 Sanitary Sewer System Improvements Area 3 - Auburn, SRF C280885-05-0, dated April 2014, which are fully incorporated herein as if hereto attached or herein repeated. All defined terms shall have the same meaning herein as set forth in Article 1 of the General Conditions unless indicated herein to the contrary.

Article 2. TIME OF COMPLETION

The Contractor shall commence work at the time stated in the Notice to Proceed issued by the Owner and shall complete the work within 210 consecutive calendar days from and including the starting date stated in said notice unless this period is extended by Modification by the Owner and the Engineers, due to delays beyond the control of the Contractor and/or extensions to the Contract.

It is mutually agreed between the parties hereto that time is the essence of this contract; and in the event construction of the work is not completed within the time specified herein, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of \$ 500.00 per day for each calendar day thereafter that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated; and this sum is not a penalty, being the stipulated damage the Owner will have sustained in event of such default by the Contractor.

Article 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the complete performance of this Contract a total amount of One million nine hundred seventy thousand four hundred eleven and no/100 Dollars (\$ 1,970,411.00) being the amount of the accepted proposal for Tupelo SRF FY 13 Sanitary Sewer System Improvements Area 3 - Auburn, SRF C280885-05-0 subject to proper additions and/or deductions at the unit price as stated in the proposal or otherwise provided for by Modification, the corrected amount referred to being full compensation for furnishing, installing and connecting all of the items of materials, labor and equipment necessary for the Work and the completion of the Project in full accordance with the Plans and Specifications and Contract Documents.

Payment therefore to be made in accordance with applicable specifications, provided: That the Engineers have certified to the Owner that all of the work has been completed and that payment is due therefore and provided further that the Contractor has submitted evidence satisfactory to the Owner and all payrolls, materials bills and other indebtedness, labor and materials liens connected with the work have been paid.

Article 4. ADDITIONAL SURETY

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the Surety Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if for any reason such bond, in the opinion of the Owner, ceases to be adequate to cover the performance of the work, the Contractor, at his expense, within five days after receipt of the notice from the Owner to do so, shall furnish additional bond or bonds in such form and amount, not in excess of the original amount, and with surety or sureties as shall be satisfactory to the Owner.

Article 5. ROYALTIES AND PATENTS

It is further mutually agreed between the parties hereto that the contract price of the Contractor shall include payment by the Contractor of all royalties and license fees, if any; and the Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

Article 6. DAMAGE TO PERSONS AND PROPERTY

It is further mutually agreed that the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the Work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the Project, and shall indemnify and hold harmless the Owner from all costs and damages, including attorney's fees, which may be suffered by reason of the failure to fully and completely perform under the Contract Documents and shall fully reimburse Owner for all expenditures of every kind, character and description, including attorney's fees, which may be incurred by Owner in making good any and every default which may exist on the part of the Contractor in connection with its performance under the Contract Documents.

Click Here for Agenda

Article 7. GENERAL CONDITIONS

The Contractor has read, understands and accepts the General Conditions and Special Conditions as set forth in the Specifications and Contract Documents.

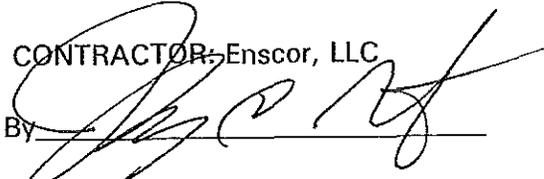
In witness whereof, the parties hereto have executed this Agreement on the day and year first mentioned in 4 counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

OWNER: City of Tupelo, MS

By _____

Title Mayor

CONTRACTOR: Encor, LLC

By  _____

Title OWNER

7.10

Revised Date: February 2014

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

JK

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Tupelo (hereinafter referred to as Customer), and R.J. Young Company (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the Customer. These payments shall be deposited into the bank account of the Vendor's choice. The Customer, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Vendor understands and agrees that the Customer is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

For the Customer:

Name

Name

Title

Title

Address

Address

City, State, & Zip Code

City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

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approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

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For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 13th day of January, 2015.

Vendor: R.J. Young Company

By: *Hugh Harris*
Authorized Signature

Printed Name: Hugh Harris

Title: Sales Representative

Witness my signature this the _____ day of _____, 20_____.

Customer:

By: _____
Authorized Signature

Printed Name: _____

Title: _____

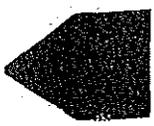


EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

Vendor Company Name: R.J. Young Company
Customer Agency Name: City of Tupelo
Bill to Address: City of Tupelo
P.O. Box 1485
Tupelo, MS 38802-1485
Ship to Address: City of Tupelo - Mayor's Office
71 East Troy Street
Tupelo, MS 38804

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Ricoh MP-C5503, Staple Finisher SR3140, Bridge Unit-BU3070, Fax Option Type M4, Punch Unit PU3050, (6) Licenses of eCopy PDF Pro Office software	\$221.44 / month
All B&W copies are .0097 each with no minimum. All color copies are .065 each with no minimum.	

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 60
Start Date:
End Date:

Modifications: Rental includes all parts, labor, toner and drums. Customer is only responsible
for paper and staples.

Hugh Harris
Vendor Signature

Customer Signature





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State Contract #5-600-21461-14

Current Situation:

Ricoh MP-C5000SPF	\$236.57
Black / White per copy rate	.0097
Color copy rate	.065

(60 Month Rental Plan)

Ricoh MP-C5503	\$202.00
SR3140 Finisher	
Bridge Unit BU3070	
Fax Option Type M4	
Punch Unit PU3050	
Cabinet Type F	

Black & White Rate	.0097 each
Color Rate	.065 each

eCopy PDF Pro Office (\$3.25 X 6 licenses)	\$19.44
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