

TUPELO CITY COUNCIL MEETING AGENDA

TUESDAY, APRIL 21, 2015

6:00 P.M.

INVOCATION: COUNCILMAN WILLIE JENNINGS

PLEDGE OF ALLEGIANCE: COUNCILWOMAN NETTIE DAVIS

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  
"EARTH DAY"

JS 4.5 MAYOR'S REPORT

(CLOSE REGULAR MEETING AND OPEN PUBLIC AGENDA.)

5. PUBLIC AGENDA

5.1 APPEALS

APPEAL OF PLANNING COMMITTEE DECISION  
REGARDING APPLICATION TO REBUILD A  
NON-CONFORMING BUILDING AT 4015 NORTH  
GLOSTER – MR. HOWARD DAVENPORT

(CLOSE PUBLIC AGENDA AND RETURN TO REGULAR SESSION.)

6. ACTION AGENDA

(NO ITEMS)

7. ROUTINE AGENDA
- 7.1 REVIEW/APPROVE MINUTES OF REGULAR CITY COUNCIL MEETING OF TUESDAY, APRIL 7, 2015
- 7.2 REVIEW/PAY BILLS
- KH 7.3 REVIEW/APPROVE FY2015 BUDGET REVISION #6
- KH 7.4 REVIEW/APPROVE RESOLUTION TO APPLY FOR LWCF (LAND & WATER CONSERVATION FUND) GRANT
- KH 7.5 REVIEW/APPROVE RESOLUTION TO APPLY FOR BULLETPROOF VEST PARTNERSHIP GRANT
- BL 7.6 REVIEW/APPROVE MEMORANDUM OF UNDERSTANDING FOR DEVELOPMENT INFRASTRUCTURE PROGRAM (DIP) GRANT
- AF 7.7 REVIEW/AWARD/REJECT BID FOR JOYNER SPLASH PAD PROJECT AND AUTHORIZE MAYOR TO EXECUTE CONSTRUCTION CONTRACT FOR SAME
- AF 7.8 REVIEW/RATIFY CONSTRUCTION CONTRACT BETWEEN CITY AND CIG CONTRACTORS FOR TUPELO AQUATIC CENTER STORAGE BUILDING
- SH 7.9 REVIEW/ACCEPT/REJECT PLANNING COMMITTEE'S DECISION REGARDING MR. HOWARD DAVENPORT'S APPLICATION FOR FLEXIBLE USE APPROVAL TO REBUILD A NON-CONFORMING STRUCTURE
- SH 7.10 REVIEW/ACCEPT MINUTES OF PLANNING COMMITTEE MEETING OF APRIL 6, 2015. (NOTE: ITEMS 2 AND 4, ONLY) (ITEM 1 WAS TABLED AND ITEM 3 LISTED AS A SEPARATE ITEM ON THIS AGENDA)
- SH 7.11 REVIEW/ACCEPT MINUTES OF MAJOR THOROUGHFARE PROGRAM MEETING OF MARCH 9, 2015
- BA 7.12 REVIEW/APPROVE REQUEST TO ACCEPT UNMARKED POLICE VEHICLE

JT

7.13 REVIEW/APPROVE "SERVICE PRACTICE STANDARDS"  
FOR TUPELO WATER & LIGHT DEPARTMENT

8. STUDY AGENDA

(NO ITEMS)

9. EXECUTIVE SESSION

10. ADJOURNMENT

# 5.1

# Memo

**To:** Mayor and City Council

**From:** Patrick Falkner

**Subject:** Appeals agenda: appeal of variance decision by Planning Committee

**Date:** April 15, 2015

Attached is the letter of appeal from Mr. Howard Davenport of the Planning Committee's denial of his application for approval to rebuild a non-conforming building at 4015 North Gloster.

We, Howard Davenport and Kay Collins Davenport,  
request a hearing before the City Council to  
file an objection to a ruling of the City  
Zoning Committee — Item # Flex 15-04

This is involving property we own at 4015  
North Gloster. We wish to appeal these decisions.

04/09/15

Howard Davenport  
Kay C. Davenport



# 7.1

**MUNICIPAL MINUTES, CITY OF TUPELO**  
**STATE OF MISSISSIPPI**

**APRIL 7, 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, April 7, 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.

Councilman Jennings introduced Rev. Charles Penson, Pastor of Bethel CME Church, who led the invocation. Councilwoman Nettie Y. Davis led the Pledge of Allegiance.

**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 and a second by Councilman Whittington, the council voted unanimously to confirm the agenda and agenda order as presented.

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

**IN THE MATTER OF RECOGNITION OF BOY/GIRL SCOUTS**

No scouts were present for recognition.

**IN THE MATTER OF RECOGNITION OF CITY EMPLOYEES**

Mayor Shelton presented a Certificate of Appreciation to the following employee for his dedicated service to the citizens of the city:

Sgt. Mark Patton      Tupelo Fire Department      20 years

**IN THE MATTER OF PUBLIC RECOGNITIONS**

Councilwoman Davis announced that a community forum regarding the safe-sound Tupelo Public School District bond issue would be held on April 9, 2015, at St. Paul United Methodist Church. She urged everyone to attend to learn more about this important issue facing the School District.

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**IN THE MATTER OF PROCLAMATION IN RECOGNITION OF “JUNIOR AUXILIARY WEEK”**

Marty Brown, Vice-President of the Junior Auxiliary Chapter of Tupelo, accepted a proclamation from Mayor Shelton proclaiming the week of April 5 – 11, 2015, as “Junior Auxiliary Week” in the city. The Tupelo chapter is seventy-four years old and a member of the National Association of Junior Auxiliaries, Inc. The mission of this organization is to encourage members to render charitable services which are beneficial to the general public, particularly focusing on children. The local chapter works actively to perform this mission in our local area and all citizens, civic and fraternal groups, news media and other community organizations are encouraged to join in recognizing these volunteers who have been an important presence in this community since 1951.

**IN THE MATTER OF PRESENTATION TO UNITED WAY “VOLUNTEER OF THE YEAR”**

Ebony Hattix had recently been selected “Volunteer of the Year” by the United Way of Tupelo and presented a plaque in recognition of her service during this year’s campaign. Mayor Shelton introduced Ms. Hattix and congratulated her for these efforts. The City of Tupelo, under the guidance of Sandy Shumaker, had raised \$35,000 during the campaign this year.

**IN THE MATTER OF RECOGNITION OF PEPSI BOTTLING COMPANY FOR DONATION TO TREE PLANTING PROJECTS**

Mr. Ed Houston, representing Pepsi Bottling Company, presented a check in the amount of \$5,000 to Mayor Shelton to help in planting trees in the city. Chuck Williams and David Knight of the Tupelo Public Works Department were on hand as well to show their appreciation to Pepsi for their generosity in assisting in this very worthwhile project in the City of Tupelo.

**IN THE MATTER OF MAYOR’S REPORT**

Following are highlights of Mayor Shelton’s report for the meeting:

...Introduced Ms. Kathy Tucker as his appointee to the Mayor’s Healthy Task Force.

...Events for Saturday, March 28, 2015, had included “Dancing with the King”, Colon Cancer Awareness; and the All Black Rodeo.

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...Groundbreaking ceremony for the new Police Administration/Headquarters building had been held on Monday, April 6, 2015.

...Mayor Shelton announced that Tupelo had been named an All-America City finalist this year. Tupelo will be only the seventh city in the United States to have won five times, the first in the South. Award will be given June 12 – 14, 2015, in Denver, Colorado, and Mayor Shelton requested anyone interested in going on the trip to contact his office.

...On Thursday night, April 9, 2015, a public forum for the Tupelo Public School District bond issue will be held at St. Paul United Methodist Church.

...On Saturday, April 11, 2015, the following activities have been scheduled:  
Color Vibe Run; Fishing Rodeo and Community-wide Yard Sale for veterans.

...The Lee County Courier had recently conducted a poll in Lee County with the following selections having been made:

Best Man in Lee County – Don Lewis  
Best Woman in Lee County – Nettie Y. Davis  
Best Lawyer – Ben Logan  
Best Secretary – Sandy Shumaker  
Best Firefighter – Thomas Walker  
Best Mayor – Jason L. Shelton

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

**5. PUBLIC AGENDA**

No items were on this agenda for consideration.

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

**6. ACTION AGENDA**

**IN THE MATTER OF REVIEW/APPROVE CITY OF TUPELO POLICY IN REGARD TO SPECIAL POLICE DETAILS AND APPROVE LIST OF OFFICERS TO WORK SUCH DETAILS**

Upon a motion by Councilman L. Bryan, seconded by Councilman Jennings, the council voted unanimously to approve a Resolution Rescinding 2010 Special Police

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Detail and Establishing Policy Allowing Law Enforcement Officers to Wear Uniforms and Weapons for Approved Employment Outside Work of the City of Tupelo Police Department. The 2010 policy no longer conforms with Mississippi statute or interpretations of the same by the Attorney General of the State of Mississippi. Even though the city has suspended actual usage of this policy, no official action has been taken to rescind it. Police Chief Aguirre had presented a listing of police officers who wish to help with security and act as a deterrent to unlawful activities at the Barnes Crossing Mall. Liability and the fee for the officers' detail will come from the Mall.

The motion approving above referenced Resolution included approval of this listing of officers to assist at the Barnes Crossing Mall, copies of both the Resolution and the list being attached to these minutes and incorporated herein as **APPENDIX A.** In the future, requests from other businesses will be handled on a one-on-one basis following guidelines set forth in the adopted Resolution.

**7. ROUTINE AGENDA**

**IN THE MATTER OF REVIEW/APPROVE MINUTES OF CITY COUNCIL MEETINGS**

Upon a motion by Councilman Beard, seconded by Councilman Palmer, the council voted unanimously to approve the minutes of the regular City Council meeting of March 17, 2015, and the minutes of a special called meeting of March 24, 2015.

**IN THE MATTER OF REVIEW/PAY BILLS**

Upon a motion by Councilman Whittington, seconded by Councilman Palmer, the council voted unanimously to approve payment of the following checks, bills having been reviewed at 4:30 p.m. by council members L. Bryan, Nettie Davis, Palmer, M. Bryan and Jennings:

Check Nos. 128716 through 129148 (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.

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**IN THE MATTER OF REVIEW/APPROVE APPOINTMENT TO ELECTION COMMISSION**

Upon a motion by Councilman Palmer, seconded by Councilman Beard, the council voted unanimously to approve the appointment of Mr. Bill Martin to the Election Commission as recommended by Mayor Shelton.

**IN THE MATTER OF REVIEW/APPROVE RE-APPOINTMENTS TO THE CONVENTION & VISITORS BUREAU BOARD**

Mayor Shelton had requested the re-appointment of the following individuals to another term on the Convention & Visitors Bureau Board:

Jane Spain – Community Development Foundation Representative  
Jonathan Waller – Tupelo Restaurant Association Representative  
Cindy Murphy – Tupelo Innkeepers Association Representative

These nominees were present and introduced by Mayor Shelton. Upon a motion by Councilwoman Davis, seconded by Councilman Whittington, the council voted unanimously to approve re-appointment of the above named citizens to serve on the Convention & Visitors Bureau Board for another term.

**IN THE MATTER OF REVIEW/APPROVE FY 2015 BUDGET REVISION #5**

Upon a motion by Councilman Beard, seconded by Councilman Whittington, the council voted unanimously to approve FY 2015 Budget Revision #5, including the acceptance of donation from Pepsi Bottling Company in the amount of \$5,000 for tree planting and acceptance of donation from Toyota in the amount of \$5,000 for the Cherry Blossom Festival. An executed copy of the revision is attached hereto as **APPENDIX B.**

**IN THE MATTER OF REVIEW/APPROVE RESOLUTION TO APPLY FOR DIP (DEVELOPMENT INFRASTRUCTURE PROGRAM) GRANT**

Under cover memorandum dated March 31, 2015, Terri Blissard, Grant Administrator, submitted a resolution to apply for a Development Infrastructure Program (DIP) Grant through the Mississippi Development Authority. DIP funding must pass through a municipality or county, and in this case, the City of Tupelo has been asked to apply on behalf of Kellex Seating, located in the former Tupelo Manufacturing building. The grant, if awarded, will fund roofing and other infrastructure improvements. The grant application is for \$300,000, with a 10% match which will be supplied by Kellex.

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Upon a motion by Councilman L. Bryan, seconded by Councilman Whittington, the council voted unanimously to approve a RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, TO AUTHORIZE AND APPROVE THE MAYOR, ON BEHALF OF THE CITY, ENTERING INTO A GRANT/LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT AUTHORITY IN ORDER TO RECEIVE A GRANT ON BEHALF OF THE CITY FROM THE MISSISSIPPI DEVELOPMENT AUTHORITY IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THOUSAND DOLLARS (\$300,000) FOR THE PURPOSE OF COMPLETING INFRASTRUCTURE RELATED TO PUBLIC BUILDING IMPROVEMENTS AND THUS ENHANCING ECONOMIC DEVELOPMENT THROUGH THE CREATION OF JOBS. An executed copy of this Resolution is attached to these minutes and incorporated herein as **APPENDIX C.**

**IN THE MATTER OF REVIEW/APPROVE RESOLUTION TO APPLY FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FOR WEST TUPELO SEWER PROJECT**

Terri Blissard, Grant Administrator, had submitted a memorandum dated March 31, 2015, requesting the approval of a resolution to apply for a Community Development Grant through the Mississippi Development Authority. The proposed project is installation of sewer lines in a section of the recently annexed area near the Chesterville ball field. State revolving loan funds have been acquired for this project, but if CDBG grant funds can be obtained for a portion of the project (the portion which lies in a low/mod income area), then the grant funds will help reduce the total loan needed to complete the sewer lines.

There is a one-to-one match requirement for the CDBG program; however, state revolving loan funds may be used for the match. The resolution permits submittal of an application for grant funding up to \$600,000. Projects costs are still being determined for the low/mod income area, but \$600,000 is the maximum amount which can be granted under the CDBG public facilities program, so the resolution is written with that funding cap in mind. According to Ms. Blissard, this does not reflect the actual project cost estimate which is still being developed.

Upon a motion by Councilman Jennings and a second by Councilman Palmer, the council voted unanimously to approve a Resolution of Authorization to Submit Community Development Block Grant Application and Commitment Funds for the project described above. An executed copy of the resolution is attached to these minutes and made a part hereof as **APPENDIX D.**

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**IN THE MATTER OF REVIEW/APPROVE RESOLUTION TO APPLY FOR COVERDELL FORENSIC SCIENCE GRANT**

Terri Blissard, Grant Administrator, had submitted a request to Mayor Shelton and the City Council to apply for the 2015 Coverdell Forensic Science Grant. This grant provides funding for equipment, supplies, and staffing for police forensic crime labs. The Tupelo Police Department wishes to apply for \$38,851 in Coverdell funding for start-up equipment (\$21, 845) and supplies (\$978) for a latent print lab, plus a part-time forensic analyst (\$16,028 for salary and part-time benefits). No match is required.

Upon a motion by Councilman Beard and a second by Councilman Whittington, the council voted unanimously to approve a Resolution of Authorization to Submit Application for 2015 Paul Coverdell Forensic Science Improvement Grant to the U. S. Department of Justice for this funding. An executed copy of the Resolution is attached to the minutes and included herein as **APPENDIX E.**

**IN THE MATTER OF REVIEW/AWARD/REJECT BID FOR SHUTTLE BUS FOR CONVENTION & VISITORS BUREAU**

Upon a motion by Councilwoman Davis, seconded by Councilman Jennings, the council voted unanimously to award Bid No. 1372CV for a shuttle bus to the lowest qualified bidder Alliance Bus Group in the amount of \$54,407.00 for use by the Tupelo Convention & Visitors Bureau. A copy of the bid package is attached to these minutes and made a part hereof as **APPENDIX F.**

**IN THE MATTER OF REVIEW/APPROVE SOLE SOURCE VENDOR FOR PURCHASE OF D.A.R.E. MATERIALS**

Tupelo Police Chief Bart Aguirre had submitted a request to the City Council to approve sole source vendor Creative Produce Sourcing for purchase of D.A.R.E. materials. This company is the worldwide sole supplier and manufacturer of D.A.R.E. materials and the country of origin is the United States for the items needed.

Upon a motion by Councilman Whittington, seconded by Councilman L. Bryan, the council voted unanimously to approve Creative Produce Sourcing as the sole source vendor for purchase of D.A.R.E. materials needed by the Tupelo Police Department. A copy of a letter from D.A.R.E. America verifying the status of this company as a sole source vendor is attached hereto and made a part of these minutes as **APPENDIX G.**

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**IN THE MATTER OF REVIEW/APPROVE CORRECTION OF**  
**WATCHGUARD BID TOTAL**

Car Video Equipment Bid 1367PD had been awarded to WatchGuard Video by the Tupelo City Council on March 3, 2015. However, due to error of omission of the last page of the bid submitted, the City Council awarded the bid in the amount of \$76,870. The bid should have been awarded based on the total of \$84,225 submitted by WatchGuard Video. Upon a motion by Councilwoman Davis and a second by Councilman Beard, the council voted unanimously to correct the award of this bid to WatchGuard Video to \$84,225. A copy of the bid package is attached to these minutes and incorporated herein as **APPENDIX H.**

**IN THE MATTER OF REVIEW/ACCEPT MINUTES OF PLANNING**  
**COMMITTEE MEETING**

Upon a motion by Councilman Palmer, seconded by Councilman Beard, the council voted unanimously to accept the minutes of the Planning Committee meeting of March 2, 2015, a copy being attached hereto as **APPENDIX I.**

**IN THE MATTER OF REVIEW/ACCEPT MINUTES OF TUPELO MAJOR**  
**THOROUGHFARE PROGRAM MEETINGS**

Upon a motion by Councilman Jennings, seconded by Councilman Whittington, the council voted unanimously to accept the minutes of the Tupelo Major Thoroughfare Program meetings of January 12, 2015, and February 9, 2015, copies being attached hereto as **APPENDIX J.**

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

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

Bid 1373PW Curb and Gutter

Recommendation:

Slayton Concrete Construction with a bid of \$10.00 per linear foot-broom finish labor only and \$10.00 per linear foot-labor only for aggregate finish curb and gutter.

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Only one bidder responded to requests for bids. A copy of the bid package is attached to these minutes and made a part hereof as **APPENDIX K.**

**IN THE MATTER OF REVIEW/APPROVE BOYS & GIRLS CLUB TO MAKE IMPROVEMENTS TO NORTHSIDE BUILDING**

Upon a motion by Councilwoman Davis and a second by Councilman Jennings, the council voted unanimously to approve a Resolution Authorizing Boys and Girls Club of Tupelo/Lee County, Inc. to Proceed with Improvements to Northside Center located on Linden Hill Street. The City of Tupelo owns the real property on which the Center is located and leases the same to the Boys and Girls Club of Tupelo/Lee County, Inc. That club has received a grant to improve the facilities and programs and desires to expand portions of the grant funding to make physical improvements to the Center. An executed copy of the resolution is attached hereto and made a part of these minutes as **APPENDIX L.**

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

Councilman L. Bryan moved to accept the minutes of the Traffic Committee meeting of March 24, 2015; the motion was seconded by Councilman Palmer and unanimously approved by a vote of the council. A copy of these minutes is attached to these minutes as **APPENDIX M.**

**IN THE MATTER OF REVIEW/APPROVE ABANDONMENT OF ELECTRIC RIGHT-OF-WAY, LOT NO. 407 – EAST BRISTOW**

Ms. Jessica Conner has requested the city abandon a portion of an old TVA easement granted to the City of Tupelo in 1985 and which extends southeast from Bristow Drive across Lot 407 Bristow Acres Subdivision 1. Ms. Conner is the only property owner that would be affected according to a memorandum dated April 6, 2015, from Johnny Timmons, Director of the Tupelo Water & Light Department. The electrical utility easement has been abandoned since the lines were relocated.

Upon a motion by Councilman L. Bryan, seconded by Councilman Beard, the council voted unanimously to approve an Order Closing and Vacating Utility Easement from Bristow Drive to George Avenue Crossing Lot 407 Bristow Acres Subdivision No. 1, a copy of same, including property description, being attached to these minutes as **APPENDIX N.**

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**IN THE MATTER OF REVIEW/AWARD/REJECT BID FOR TUPELO**  
**AQUATIC CENTER STORAGE BUILDING**

Upon a motion by Councilman Palmer, seconded by Councilman Beard, the council voted unanimously to award the bid for the Tupelo Aquatic Center Storage Building to CIG Contractors of Corinth, Mississippi, as the lowest and best bid at \$122,800. This bid has been reviewed by JBHM Architecture who recommends award of the same. Alex Farned, Director of the Tupelo Department of Parks and Recreation, recommends the award of this bid as well. A copy of the bid package is attached to these minutes and made a part hereof as **APPENDIX O**.

**8. STUDY AGENDA**

No items appeared on the Study Agenda for consideration.

**9. EXECUTIVE SESSION**

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

Upon a motion by Councilman Beard, seconded by Councilman Whittington, the council voted unanimously to go into executive session for discussion of the following issues as recommended by City Attorney Logan:

- (A) Pending Litigations (2)
- (B) Lease Negotiations
- (C) Acquisition of Real Property

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

**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 Jennings, the council voted

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unanimously to adjourn the regular meeting at 8:00 p.m.

\_\_\_\_\_  
PRESIDENT

ATTEST:

\_\_\_\_\_  
CLERK OF THE COUNCIL

APPROVED:

\_\_\_\_\_  
MAYOR

# 7.3

City of Tupelo  
 Fy 2015 Budget Revision #6

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
<b>General Fund Revenues</b>			
Local Taxes	6,917,304		6,917,304
Licenses & Permits	912,000		912,000
Intergovernmental Revenues	23,219,239	25,000	23,244,239
Charges for Services	744,500		744,500
Fines & Forfeits	1,092,000		1,092,000
Interest Income & Misc. Revenues	361,169		361,169
Other Financing Resources	81,310		81,310
Unreserved Fund Balance	1,695,000	-	1,695,000
<b>Total General Fund Revenues</b>	<b>35,022,522</b>	<b>25,000</b>	<b>35,047,522</b>

Purpose: To budget for election revenue to offset the expenses of the school bond referendum.

**Expenditures:**

**City Council**

Personnel	238,767		238,767
Supplies	1,500		1,500
Other Services & Charges	181,650	25,000	206,650
Capital	2,500	-	2,500
<b>Total City Council</b>	<b>424,417</b>	<b>25,000</b>	<b>449,417</b>

Purpose: To budget for election expenses.

**Executive Dept.**

Personnel	593,643		593,643
Supplies	26,100		26,100
Other Services & Charges	306,250	20,000	326,250
Capital	1,000	-	1,000
<b>Total Executive Dept.</b>	<b>926,993</b>	<b>20,000</b>	<b>946,993</b>

Purpose: To budget for travel expenses for the All America City Competition from the 2015 contingency surplus.

**City Court**

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

Purpose:

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

Purpose:

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

Purpose:

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

Purpose:

<b><u>Police Dept</u></b>			
Personnel	7,241,111		7,241,111
Supplies	690,311		690,311
Other Services & Charges	1,629,677	(5,000)	1,624,677
Capital	270,461	5,000	275,461
<b>Total Police Dept.</b>	<b>9,831,560</b>	<b>-</b>	<b>9,831,560</b>

Purpose: To purchase a new a/c unit for the academy. See memo from Chief Bart Aguirre.

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

Purpose:

	Original Budget	Amendment	Amended Budget
<b><u>Public Works</u></b>			
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>5,000</u>
<b>Total Public Works</b>	<u>5,288,227</u>	-	<u>5,288,227</u>
Purpose:			
<b><u>Parks &amp; Recreation</u></b>			
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>10,000</u>
<b>Total Parks &amp; Rec</b>	<u>2,830,605</u>	-	<u>2,830,605</u>
Purpose:			
<b><u>Aquatics Facility</u></b>			
Personnel	352,499		352,499
Supplies	94,700		94,700
Other Services & Charges	261,500		261,500
Capital	<u>4,500</u>	-	<u>4,500</u>
<b>Total Aquatics Facility</b>	<u>713,199</u>	-	<u>713,199</u>
Purpose:			
<b><u>Museum</u></b>			
Personnel	107,436		107,436
Supplies	10,500		10,500
Other Services & Charges	35,850		35,850
Capital	<u>-</u>	-	<u>-</u>
<b>Total Museum</b>	<u>153,786</u>	-	<u>153,786</u>
Purpose:			
<b>Community Services</b>	<u>932,559</u>	-	<u>932,559</u>
Purpose:			
<b>Debt Service</b>	<u>262,315</u>	-	<u>262,315</u>
<b>Other Financing Uses</b>	<u>4,341,549</u>	-	<u>4,341,549</u>
Purpose:			
<b>Reserves</b>	<u>100,139</u>	<u>(20,000)</u>	<u>80,139</u>
<b>Total General Fund Expenditures</b>	<u>35,022,522</u>	<u>25,000</u>	<u>35,047,522</u>

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



**TUPELO POLICE DEPARTMENT**

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**322 Court Street, Tupelo, MS 38804 • Office 662-841-6498 • Fax 662-841-6555**

April 13, 2015

To: Mayor Shelton  
CC: COO Don Lewis and the Tueplo City Council

Handwritten initials, possibly "DL", in black ink.

It has been requested by Lt. Brian Brown to purchase a new Central Air/Heating system for our Ammunition Storage building. The cost of said system is estimated at \$4,800.00, the capital budget for this is at \$0.00. I am requesting that the City council approve the transfer of \$5,000.00 from the Training Centers supply account to the Training Centers Capital account to cover the full cost and any other supplies needed of the requested system on behalf of Lieutenant Brian Brown.

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

Bart Aguirre  
Chief of Police  
City of Tupelo



North Mississippi Law Enforcement Training Center  
1 Finney Lane  
Tupelo, Mississippi 38804



03/31/2015

To: Tupelo Police Command Staff

Re: Budget transfer request

Dear Sirs,

This is a request for the North Mississippi Law Enforcement Training Center to transfer the amount of \$5000 from our supply budget to our capital budget to purchase a central air/heating unit for our vault/range office. For several years, we have needed better climate control for our vault where we store ammunition and recently, we have relocated a third staff instructor office to the same building. Due to the drastic temperature fluctuations in the area in which we live and the extreme temperatures in the summer and winter, making this building more climate controlled would help us greatly in storing the ammunition and firearms for the basic classes.

Thank you very much,

Lt. Brian Brown  
NMLETC

#7.4

# Memo

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

**From:** Terri Blissard *TB*

**Date:** April 16, 2015

**Re:** Request to Submit LWCF Grant Application

---

Please find attached a resolution to apply for a Land and Water Conservation Fund grant in the amount of \$150,000 through the Mississippi Department of Wildlife, Fisheries and Parks.

This funding is sought for the purpose of defraying costs of the splash pad planned for Theron Nichols Park.

There is a one-to-one match requirement for this grant, but adequate funding has already been budgeted for the match.

## RESOLUTION

### **AUTHORIZATION TO SUBMIT LAND AND WATER CONSERVATION FUND APPLICATION AND COMMITMENT OF FUNDS**

**WHEREAS**, the Mississippi Department of Wildlife, Fisheries and Parks has been allocated monies to award to eligible entities on a competitive basis to undertake eligible public outdoor recreation activities through the federal Land and Water Conservation Fund (LWCF) program; and

**WHEREAS**, the City of Tupelo, Mississippi, intends to submit a Mississippi Land and Water Conservation Fund grant application of up to \$150,000 for public outdoor recreation improvements; and

**WHEREAS**, the City of Tupelo acknowledges that this is a 50/50 matching grant program and certifies that match funding is available, and the City hereby commits to funding at least fifty percent of the proposed project through local funds; and

**WHEREAS**, the City of Tupelo recognizes that grant funding, if awarded, will be paid on a reimbursement basis; and

**WHEREAS**, the City of Tupelo understands that any properties receiving LWCF grant assistance must be maintained in perpetuity for public outdoor recreation, and the City shall record on the real property title that this property has been dedicated solely to public outdoor recreation use in perpetuity under terms of the Land and Water Conservation Fund Act of 1965, as administered by the Mississippi Department of Wildlife, Fisheries and Parks Outdoor Recreation Grant Division; and

**WHEREAS**, the City of Tupelo agrees to cooperate with the Mississippi Department of Wildlife, Fisheries and Parks Outdoor Recreation Grant Division by furnishing all information necessary to qualify for federal aid, to execute a state/local grant agreement, and to adhere to all statutes and guidelines governing the LWCF program;

**NOW, THEREFORE**, the Mayor and City Council, deeming it in the City of Tupelo's best interest to develop a public outdoor recreation project through the LWCF program, hereby authorize the submittal of an application to the Mississippi Department of Wildlife, Fisheries and Parks under the LWCF program and certify that, to the best of their knowledge, the information included in the aforementioned application is true and correct; and

**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 be and hereby is designated as the authorized representative of the City 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 Councilperson \_\_\_\_\_, seconded by Councilperson \_\_\_\_\_, the matter was called to a vote with the Council voting as follows:

Councilman Beard _____	Councilman Jennings _____
Councilman L. Bryan _____	Councilman Palmer _____
Councilman M. Bryan _____	Councilman Whittington _____
Councilwoman Davis _____	

Having received a majority vote, Mayor Jason L. Shelton declared that the Resolution had passed as set forth above.

**RESOLVED AND ORDERED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF TUPELO** on this the 21st day of April 2015.

CITY OF TUPELO, MISSISSIPPI

By: \_\_\_\_\_  
Mike Bryan, President

ATTEST:

\_\_\_\_\_  
Glenda Muse, Council Clerk

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Kim Hanna, City Clerk

# 7.5

**MEMORANDUM**

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

**From:** Terri Blissard

**Date:** April 16, 2015

**Re:** Bulletproof Vest Partnership Application

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The U.S. Department of Justice has announced that funding is now available through its Bulletproof Vest Partnership Program. Under the terms of the program, 50% of the cost of each vest purchased is reimbursable through grant funds.

The police department has previously utilized this funding source for vest purchases and would like to do so again. This year, the department wishes to apply for \$6,500 in federal funds, which is approximately half of the cost of 23 vests.

Please signify your approval of this application submission by approving the attached resolution.

## RESOLUTION

### **AUTHORIZATION TO SUBMIT 2015 BULLETPROOF VEST PARTNERSHIP GRANT APPLICATION**

**WHEREAS**, the U.S. Department of Justice's Office of Justice Programs has allocated funding to award to local units of government under the 2015 Bulletproof Vest Partnership Program; and

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

**WHEREAS**, the City of Tupelo agrees to follow the objectives and requirements set forth by the Department of Justice for the submittal of a Bulletproof Vest Partnership Grant Program application, including commitment to a local match equal to the amount of federal dollars awarded through the program;

**NOW, THEREFORE**, the Mayor and the City Council hereby authorize the submittal of an application for funding in the amount of \$6,500 under the Bulletproof Vest Partnership 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 be and 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 Councilperson \_\_\_\_\_, seconded by Councilperson \_\_\_\_\_, the matter was called to a vote by the President with the Council voting as follows:

Councilman Beard	_____	Councilman Jennings	_____
Councilman L. Bryan	_____	Councilman Palmer	_____
Councilwoman M. Bryan	_____	Councilman Whittington	_____
Councilwoman Davis	_____		

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 21st day of April 2015.

CITY OF TUPELO, MISSISSIPPI

By: \_\_\_\_\_

Mike Bryan, President

ATTEST:

\_\_\_\_\_

Glenda Muse, Council Clerk

APPROVED:

By: \_\_\_\_\_

Jason L. Shelton, Mayor

ATTEST:

\_\_\_\_\_

Kim Hanna, City Clerk

# 7.7

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**City of Tupelo**  
**Department of Parks and Recreation**

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**MEMO**

**Alex Farned, M.S.**  
**Director**

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**To:** Mayor Jason Shelton and City Council  
**From:** Alex Farned  
**CC:** Don Lewis, Kim Hanna, Glenda Muse, and Ben Logan  
**Date:** 4/15/2015  
**Re:** City Park Splashpad

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I would like to request that the City Council approve the lowest and best bid for the City Park Splashpad project.

Also, I would like for the City Council to approve that the Mayor be allowed to execute the contract for the Splashpad project.

# 7.8

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**City of Tupelo**  
**Department of Parks and Recreation**

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**MEMO**

**Alex Farned, M.S.**  
**Director**

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**To:** Mayor Jason Shelton and City Council  
**From:** Alex Farned  
**CC:** Don Lewis, Kim Hanna, Glenda Muse, and Ben Logan  
**Date:** 4/15/2015  
**Re:** Tupelo Aquatic Center Storage Building Contract

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I would like to request that the City Council review/approve the contract for the Tupelo Aquatic Center storage building.

This contract will be in the office of Glenda Muse for your review.

# 7.9

# Memo

**To:** Mayor and City Council

**From:** Patrick Falkner

**Subject:** Routine Agenda: Review/Approve Appeal of Planning Committee Decision

**Date:** April 16, 2015

Attached are the supporting materials for the Planning Committee's decision on Mr. Howard Davenport's application for Flexible Use approval to rebuild a non-conforming structure.

# Memo

## PLANNING COMMITTEE DENIAL OF HOWARD DAVENPORT APPLICATION

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At their meeting on April 6, 2015, the Planning Committee voted 6-0 to deny Mr. Davenport's application for approval to rebuild his building at 4015 North Gloster Street. The action was taken under authority of Development Code Section 14.5 covering changes to or re-establishment of nonconformities. In this case the building was non-conforming in that it did not meet the setback requirement from Beech Springs Road or North Gloster Street. The existing building had been less than ten feet from Beech Springs and about eighteen feet from North Gloster. The building was heavily damaged by fire earlier this year.

Code language regarding non-conforming structures provides that if such a structure is destroyed, or damaged to an extent greater than 50% of its value, it should not be allowed to be built back unless it can be brought into compliance with the ordinance. Since Mr. Davenport's property is less than 70 feet wide, with street frontage on both sides, it is not possible for a building to be placed on the lot in compliance with the setback standards (30 feet on each street side).

Section 14.5 does offer the opportunity for the Planning Committee to override the principle of not replacing non-conformities. There are a number of specific findings that have to be made in order to do this. Those criteria were spelled out in the staff analysis provided to the committee, along with information relating to each point. Considering those criteria, the Committee did not determine that the potential benefits of approving the request outweighed the potential disadvantages or the general rule that non-conforming structures should not be replaced.

A copy of the staff analysis with the review criteria highlighted is attached.

**Planning Department Staff Analysis / Tupelo Planning Committee**

<b>Application No:</b>	FLEX 15-04	<b>Application Type:</b> FLEXIBLE USE
<b>Meeting Date:</b>	April 6, 2015	<b>Parcel No:</b> 083U-07-067-00
<b>Applicant:</b>	Howard Davenport	<b>Status of Applicant:</b> owner
<b>Location:</b>	4015 North Gloster Street	
<b>Purpose:</b>	To allow reconstruction of nonconforming building on site	
<b>Present Zoning:</b>	Regional Commercial	
<b>Existing Land Use:</b>	vacant	
<b>Surrounding Zoning:</b>	Regional Commercial on all sides	
<b>Setback Requirements:</b>	Front: 30 feet    Side: 10 feet    rear: 10 feet	
<b>Applicable Regulations:</b>	14.5 Change or re-establishment of nonconformities	

**Special Information:** The property is an extremely odd lot created years ago by the construction of Highway 45, now North Gloster Street. The lot is approximately 300 feet long but only about 70 feet wide at the widest point. There had been a two story brick building on this site for years, used as a truck stop, an office, and other businesses at different times. The building was less than ten feet from Beech Springs Road on the west (rear) side and less than twenty feet from Gloster on the east (front) side. The building burned last year and was demolished. The owner would like to build a new building on the same site, but without a section on the west side that had been close to Beech Springs. The new building would be fifteen feet from the west line and eighteen feet from the east line.

**Driving Directions:** Take North Gloster past Barnes Crossing Road; the subject property is on the left, across from the Walgreen's property.

**Analysis:**

**Criteria for re-establishment of a non-conforming use or structure:** The Planning Committee must find (a):

- (i) That all access roads and entrance or exit drives to the nonconformity will be adequate with respect to automotive and pedestrian safety and convenience, traffic flow, and control and access in the case of fire or other emergency;

**Found:** While the entrance to the property from Gloster Street is near the intersection with Barnes Crossing Road, a high volume intersection, neither

## Planning Department Staff Analysis / Tupelo Planning Committee

MDOT nor the city engineer have determined that access at this point should not be permitted. If the building was retail or some other high-traffic use, there could be a problem, but it will most likely be used as office space which generates less traffic.

(ii) That all off-street parking, loading, refuse collection, and other service areas will be adequate with respect to automotive and pedestrian safety and convenience, traffic flow, economic, noise, glare, odor and other impacts on adjoining properties;

**Found:** The location of the entrance to the property in relation to the traffic stacking area of the Barnes Crossing/North Gloster intersection (probably the highest traffic intersection in the city) and the inadequate depth of the site will make it difficult for customers to enter and exit the site safely. The same concern would apply to delivery vehicles or garbage trucks. However, there is adequate land area to accommodate the minimum number of parking spaces, and the likely uses for the property will have limited vehicle traffic. There is no pedestrian traffic in this area at present.

(iii) That all water, wastewater treatment, schools, fire and police protection and other necessary public and private utilities and services will be adequate with respect to their location, availability and compatibility with adjoining properties;

**Found:** According to Tupelo Water and Light Department they do not have water and wastewater lines serving the site. However, construction contracts are in place to install these facilities as part of the improvements to serve the areas recently annexed to the north. Completion dates of May 30, 2015 for water and August 29 for sewer indicate that if a new building is built it could be served. Other services are currently adequate.

(iv) That all landscaping, screening, and fencing will be adequate, with respect to the effectiveness of their type, dimensions and character; will be adequate with respect to minimizing the economic, noise, glare, odor and other impacts of the nonconformity on adjoining properties and other properties in the neighborhood;

**Not found:** A landscaping plan has been developed which will improve the general appearance of the site, but the extreme narrowness of the lot means there is no room for landscaping to substantially mitigate the nearness of the building to the street on the east side.

(v) That the type, size and intensity of the proposed use, including such considerations as storage of items and arrangement, the size of the site and the location of the use upon it, and the hours of operation and numbers of people who are likely to utilize or be attached to the use, will be adequate with respect to minimizing the impact of the nonconformity upon adjoining properties, other

## Planning Department Staff Analysis / Tupelo Planning Committee

properties in the neighborhood, and the purposes of the use district in which the property is located;

**Not found:** the property has been used in the past for several different kinds of business, but circumstances have changed drastically in recent years with the completion of West Barnes Crossing Road and the continuing development of new traffic-attracting businesses. In another location with low traffic volume, a site with such limited depth might be developable, especially if it had pedestrian access. The fact that Beech Springs Road on the west side of the property no longer provides access to the south reduces the impact of the closeness of the building, but it is still a public street.

(vi) Surface drainage will be adequate with respect to on-site erosion, siltation, pollution, flooding or other detrimental effects of the nonconformity.

**Found:** no net change to runoff or drainage.

(b) In determining whether the proposed change, re-establishment, expansion, alteration or major repair will substantially injure the value, use and enjoyment of other properties, the Planning Committee shall also consider and balance:

(i) The possible detriment or benefit to the owner of the nonconformity resulting from denying the approval, from approving the request but requiring that the nonconformity be brought wholly or partially into compliance, or from approving the request;

(ii) The possible detriment or benefit to the general public resulting from denying the approval, from approving the request but requiring that the nonconformity be brought wholly or partially into compliance, or from approving the request.

Because the property has street frontage on its long sides, there is essentially no way that a building can be built on it in compliance with the front setback minimum of thirty feet. While not allowing the property to be redeveloped will have detrimental impacts on the owner, it should be noted that in its present condition the loss would be based on the land value only. If approval were granted to rebuild, this would require new investment from the owner on a property with conditions that could make successful business operations a risky venture. In addition to these considerations regarding the property owner, there would also be some negative consequences for the public from complicating an already difficult traffic situation. On the other hand, there would be some revenue and economic benefit to the public from allowing the replacement of an old building with a new one, as opposed to an empty lot. The applicant is planning to rebuild the building in a similar architectural style to the original structure built in 1950, which is normally something to be encouraged. However,

## Planning Department Staff Analysis / Tupelo Planning Committee

in the context of the Barnes Crossing Regional Commercial District, there is no historic character left to build on so that the benefit of this point might be limited.

- (c) The Planning Committee may impose any conditions on approval of the request as it deems necessary to mitigate any potential hazards or problems, or to bring the nonconformity into compliance to the extent necessary to protect the rights and interests of nearby property owners and the general public.

Recommendation: denial. Had there never been a building on this property, no approval would now be given to build one. The owner has suffered an economic loss due to fire, but it is not in the public interest to allow a new building in this location with the likely negative traffic impact that would result. The conditions that allowed businesses to operate successfully on the site in the past are no longer present.

#7.10

# Memo

**To:** Mayor and City Council  
**From:** Patrick Falkner  
**Subject:** Routine Agenda: Planning Committee minutes  
**Date:** April 16, 2015

Attached are the minutes of the Planning Committee meeting of April 6, 2015. Your action will be for items 2 and 4 only. Item 1 was tabled for later action. Item 3 has been appealed and is on this agenda as a separate item.

- FLEX15-01 Flexibility Review application from Mr. David McGehee on behalf of CMI Acquisitions to replace the cell tower located at 1909-A North Gloster, at the rear of the MDOT campus.  
TABLED
- FLEX15-03 Flexibility Review application from Zabian Rowe to re-establish a non-conforming use, a barber shop in a manufactured building, at 137 CR 1500.  
APPROVED
- FLEX15-04 Flexibility Review application from Harold Davenport to rebuild his commercial building at 4015 North Gloster Street in the same location as it was before it was destroyed by fire.  
DENIED; APPEALED
- MJSUB15-01 The Department of Development Services has received an application from Westwind Properties, LLC to develop a residential single family subdivision off Chesterville Road behind the

Westwind Subdivision. The proposed subdivision will have eighty-six lots.

APPROVED

## TUPELO PLANNING COMMITTEE

April 6, 2015

### CALL TO ORDER

Chairwoman Margaret Ann Kennedy called the meeting to order by asking Bill Smith to lead the group in prayer and Patti Thompson the Pledge of Allegiance. She then explained the meeting and introduced the staff and members. Members present were Scott Davis, Mr. Jim Goodwin, Ms. Margaret Ann Kennedy, Ms. Doris Jean Pittman, Mr. Bill Smith, and Mr. Gus Hildenbrand. Staff present were Pat Falkner and Marilyn Vail.

### REVIEW OF MARCH MINUTES

The minutes were approved after a motion by Gus Hildenbrand and a second by Bill Smith.

### REPORT ON COUNCIL ACTIONS

Mr. Falkner reported that the action from the March meeting would be voted on at the April 7, 2015 City Council meeting.

### NEW BUSINESS

**FLEXIBILITY USE REVIEW 15-01: application for Flexibility Review from Mr. David McGehee on behalf of CMI Acquisitions to replace the cell tower located at the rear of the MDOT campus. The property is zoned Mixed Use Employment.**

Mr. Jeremy Skipper of Ridgeland Mississippi and Mr. David McGehee appeared on behalf of the applicant and C-Spire. Mr. McGehee explained that the proposal was to replace the existing tower with a new tower in the same location, and of the same height. The new tower would have the capacity to support more antennas than the existing tower which was originally a radio tower used by MDOT.

Mr. Hildebrand asked how the existing tower is accessed. Mr. McGehee said that it was accessed from Gloster Street through the MDOT property, but that he understood MDOT had some concerns about this.

Mr. Hildebrand asked about the access proposed for the new tower, whether the new road would connect to Allison Drive or Lakeshire. Mr. McGehee said that it came out on Lakeshire.

Ms. Kennedy asked how far the entrance would be from the intersection of Allison and Lakeshire, noting that it appeared to be about 100 feet east. Mr. McGehee said that looked about right. Ms. Kennedy asked if there was a drop off of the land in that area. Mr. McGehee said he thought there was.

Mr. Goodwin noted that while the access road was shown in the application, he did not really understand the need and felt that residents of the nearby area did not either. He made a motion to table the application for more information. Mr. Davis seconded the motion.

Mr. Hildenbrand asked if the motion could still be discussed.

Mr. Skipper spoke, pointing out that the road was in a location where a previous drive had been located.

Ms. Kennedy asked if the road was all on MDOT property or was some of it public. Mr. Skipper stated that it was on MDOT property until it reached the right of way of Lakeshire Street.

The motion was called with all voting in favor except Mr. Hildebrand.

**FLEXIBILITY USE REVIEW 15-03: application from Zabian Rowe to re-establish a non-conforming use at 137 CR 1500. Mr. Rowe was operating a barber shop in a modified pre-manufactured building at this address prior to annexation. The property is located in the Low Density Residential Zoning District.**

Mr. Falkner gave an overview of the code language regarding non-conforming uses that have lapsed, and also the results of the staff's evaluation of the area and potential impacts from re-establishment of the use.

Ms. Jahmeaka Barnes, who would be operating a beauty shop from the building, spoke on behalf of the application.

Mr. Hildenbrand asked if customers would be parking on the existing gravel driveway. Ms. Barnes said that they would, and that there was enough room for several customers' cars.

Ms. Thompson asked if she would be the only operator. Ms. Barnes replied that initially she would, but that there would be 3 chairs so another operator might be possible.

Ms. Pittman asked if any neighbors had commented on the application. Mr. Falkner replied that we had not received any comments. Ms. Barnes said that most of the nearby residents were related.

Mr. Smith asked who would be responsible for making the building handicapped accessible. Ms. Barnes stated that the owner had agreed to provide that.

Ms. Pittman made a motion to approve with review in two years. Mr. Goodwin seconded with all voting for the motion.

**FLEXIBILITY USE REVIEW 15-04: application from Harold Davenport to rebuild his commercial building at 4015 North Gloster Street in the same location as it was before it was destroyed by fire. The property is located in the Regional Commercial Zoning District.**

Mr. Falkner provided a summary of the staff analysis, noting that the building was a non-conforming structure in that it did not meet the front setback standards on either the east or west sides of the property. He noted that there were some concerns about the effect on traffic in the area and that the intersection of North Gloster and Barnes Crossing was one of the busiest in the city.

Mr. Howard Davenport of 2320 South Cla-Wood Place appeared. He said that the property belonged to his wife whose father had built the building in 1950. He said that he was originally informed by the Development Services Department that the setback was ten feet, so had proceeded with plans to rebuild assuming that the building met the zoning requirements. He would have made the application sooner if he had known the correct setback.

Ms. Kennedy asked if the intent was specifically to build back the same building. Mr. Davenport said that it was, except for an addition on the west side of the building that would not be rebuilt. Ms. Kennedy asked what business would be located in the building. Mr. Davenport said that his previous tenant, a finance office, wanted to move back into the building, and that he would have an office on the second floor.

Ms. Kennedy read for the record the criteria for reestablishment of non-conformities as follows:

- (1) **Flexible Use Procedure:** Unless this Section expressly provides otherwise, change, re-establishment, expansion, alteration or major repair of any nonconformity shall be deemed a "flexible use," and shall occur only as approved by the Planning Committee in accordance with the procedures set forth in Section 12.12 of this Code.
  - (a) After holding a public hearing on the flexible use, the Planning Committee shall determine whether to approve the proposed change, re-establishment, expansion, alteration, or major repair. The Planning Committee shall not approve the proposed change, re-establishment, expansion, alteration or major repair unless and until it finds, based on the evidence and testimony received at the public hearing or otherwise appearing in the record of the case, that the proposed change, re-establishment, expansion, alteration or major repair meets the standards set forth in Section 12.12 of this Code as well as the following:
    - (i) That all access roads and entrance or exit drives to the nonconformity will be adequate with respect to automotive and pedestrian safety and convenience, traffic flow, and control and access in the case of fire or other emergency;
    - (ii) That all off-street parking, loading, refuse collection, and other service areas will be adequate with respect to automotive and pedestrian safety and convenience, traffic flow, economic, noise, glare, odor and other impacts on adjoining properties;

- (iii) That all water, wastewater treatment, schools, fire and police protection and other necessary public and private utilities and services will be adequate with respect to their location, availability and compatibility with adjoining properties;
  - (iv) That all landscaping, screening, and fencing will be adequate, with respect to the effectiveness of their type, dimensions and character; will be adequate with respect to minimizing the economic, noise, glare, odor and other impacts of the nonconformity on adjoining properties and other properties in the neighborhood;
  - (v) That the type, size and intensity of the proposed use, including such considerations as storage of items and arrangement, the size of the site and the location of the use upon it, and the hours of operation and numbers of people who are likely to utilize or be attached to the use, will be adequate with respect to minimizing the impact of the nonconformity upon adjoining properties, other properties in the neighborhood, and the purposes of the use district in which the property is located;
  - (vi) Surface drainage will be adequate with respect to on-site erosion, siltation, pollution, flooding or other detrimental effects of the nonconformity.
- (b) In determining whether the proposed change, re-establishment, expansion, alteration or major repair will substantially injure the value, use and enjoyment of other properties, the Planning Committee shall also consider and balance:
- (i) The possible detriment or benefit to the owner of the nonconformity resulting from denying the approval, from approving the request but requiring that the nonconformity be brought wholly or partially into compliance, or from approving the request;
  - (ii) The possible detriment or benefit to the general public resulting from denying the approval, from approving the request but requiring that the nonconformity be brought wholly or partially into compliance, or from approving the request.
- (c) The Planning Committee may impose any conditions on approval of the request as it deems necessary to mitigate any potential hazards or problems, or to bring the nonconformity into compliance to the extent necessary to protect the rights and interests of nearby property owners and the general public.

Mr. Davis made a motion to deny the application, seconded by Mr. Hildenbrand. Mr. Davis, Mr. Goodwin, Mr. Hildenbrand, Ms. Kennedy, Ms. Pittman, and Ms. Thompson voted in favor of the meeting. Mr. Smith did not vote.

Ms. Kennedy advised Mr. Davenport that he had a right to appeal the decision and directed him to Mr. Falkner who said that he would need to contact the Development Services Department within three days if he wished to appeal.

**MAJOR SUBDIVISION 15-01:** application from Westwind Properties, LLC to develop a residential single family subdivision off Chesterville Road behind the Westwind Subdivision. The proposed subdivision will have eighty-six lots.

Ms. Kennedy asked if notices had been sent to surrounding property owners. Mr. Falkner reported that subdivisions did not have public hearing notices because they are considered permitted uses. The committee's review is more about the technical characteristics of the proposed subdivision layout.

Mr. Tommy Dabbs of Dabbs Engineering, 1050 North Eason Boulevard, appeared on behalf of the application. He noted that the proposed subdivision would be accessed by the extension of two existing streets in the Westwind subdivision. He explained that the developer was trying to keep the lots as close in size to those in the existing subdivision as possible within the current zoning standards. The new development would be called Shady Oaks. An existing ditch and tree line would separate the two areas. He noted that there are some drainage questions but that these would be addressed during the preparation and review of construction plans.

Mr. Hildenbrand asked about the area shown at the end of the short cul de sac on the south end of the property. Mr. Dabbs noted that that would be a retention and open space area, there is no lake there at present.

Ms. Thompson asked if there would be access only through Westwind.

Mr. Mark Utley of Germantown, TN, the developer, spoke in response to this question. He said that this area had been shown on the original plans for the Westwind subdivision and that it had been understood from the beginning that more housing would eventually be built to the west of the first area developed. He stated that there would be a construction entrance off Chesterville Road in the area shown as lot 22, and that the first phase would be 16 lots off Vermelle Drive. The new development would be under covenants comparable to those of the existing subdivision, except that the minimum square footage would increase. Copies of the proposed covenants were submitted to the committee.

Ms. Thompson said that the question about access had more to do with long term access such as for emergency vehicles. She also noted that the property could have been divided into up to 120 lots under the present zoning.

Ms. Kennedy recognized Greg Collins of 187 Ashley Street, who said that he was representing the Westwind Homeowners Association. He submitted a list of questions regarding the development, and stated that he was neither for or against the subdivision.

Mr. Goodwin asked Mr. Collins if the homeowners association was in support of the development. Mr. Collins said that he did not know.

Mr. Utley offered to answer the questions proposed by Mr. Collins. He noted that

- (1) The new covenants had been provided and were essentially the same as the old ones;
- (2) The first phase would consist of 16 lots with future phases to be determined by the market;
- (3) He had never told anyone he would build 3000 square foot homes;
- (4) There would be architectural control;
- (5) The target market would be first time buyers, first time move ups, and seniors;
- (6) There would be no new access; an entrance off Chesterville Road had been designed but the property owner backed out;
- (7) Sidewalks would be installed as houses were built, not on vacant lots;
- (8) Mr. Dabbs would design a stormwater management system for the new area;
- (9) The ditch area would be maintained as a buffer;
- (10) He would consider a donation to the homeowners association to help with the maintenance of the fence;
- (11) He would look into helping with the decorative light fixtures;
- (12) He liked the idea of the uniform mailboxes.
- (13) The name of the subdivision would not change from Shady Oaks.

Mr. Goodwin made a motion to approve the subdivision as submitted, seconded by MS. Thompson. The vote was unanimous for the motion.

#### **OTHER BUSINESS**

Mrs. Kennedy asked if staff had received applications for May. Mr. Falkner stated that no new applications were received, but that the tabled application would be brought back. Ms. Kennedy then noted that the next work session would be April 27, with the next regular meeting being May 4.

#### **ADJOURN**

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

# 7.11



Tupelo Major Thoroughfare Program  
Minutes  
March 9, 2015

Members present: Hudson Bryan, Ken Burton, Eddie Carnathan, C W Jackson, Ernie Joyner, J D Moore, Greg Pirkle, Theodore Roach, Kay Trapp, Wesley Webb, Betty Wood

Members not present: Bill Cleveland, Jeffery Gladney, Gunner Goad, Stuart Johnson, Jamie Osbirn, Drew Robertson

Others in attendance: John Crawley, Kim Hanna, Carson Neal, John White, Lesley Rakestraw

Meeting was called to order by Greg Pirkle.

Mr. Pirkle asked the Committee to review and approve the minutes of the February 9, 2015 Major Thoroughfare Program meeting. With no discussion, minutes were approved unanimously.

Kim Hanna presented the Major Thoroughfare Phase V Budget Report for the period ending February 28, 2015. Beginning cash balance was \$3,458,975. Revenue from Property Tax Exemption and Interest Earned totaled \$721,708. Expenditures totaled \$1,070,788 with payments to personnel cost of \$7,000; to Key Construction in the amount of \$700,000; to Natchez Trace Bridge project of \$144,812; and to South Gloster project of \$218,976. Ending cash balance was \$3,109,895.

John Crawley gave updates on the projects below.

**SOUTH GLOSTER STREET**

The contractor (APAC) was released of maintenance effective November 19, 2014. Final paperwork has been submitted to MDOT and awaiting their approval

**NATCHEZ TRACE BRIDGE**

All work is completed. Currently awaiting growth and coverage period for grass and landscaping items.

**EAST MAIN STREET (GREEN STREET TO VETERANS)**

Contractor has completed all sidewalks, curb, and driveways on north side of Main (east of 45), Veterans Blvd., and Reese Street. Contractor has completed approximately half of the bridge deck slab on the north side of the Mud Creek Bridge. Contractor is currently working on installation of street lighting items. At the end of last month based

on Estimate #4 the contractor had completed approximately 26% of the work and used approximately 20% of the contract time.

**THOMAS STREET / HWY 6 INTERCHANGE**

Conceptual design drawings of the proposed interchange have been submitted to MDOT for their approval. Once MDOT has approved the design, we will proceed with necessary field work and drawings to draft ROW documents and prepare construction drawings and specifications.

John Crawley handed out a list of streets from Dustin Dabbs to focus on for the next phase. Mr. Pirkle asked the members to take the list home to review and be prepared to give comments on at the April meeting.

With no further business to be discussed, the meeting was adjourned for all to attend the State of the City Address.

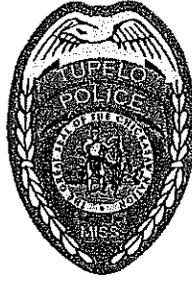


Chairman ~~Greg~~ Pirkle



Submitted by Renee Newton

# 7.12



**TUPELO POLICE DEPARTMENT**

**322 Court Street, Tupelo, MS 38804 • Office 662-841-6498 • Fax 662-841-6555**

April 13, 2015

To: Mayor Shelton  
CC: COO Don Lewis and the Tupelo City Council

*DL*

I am requesting to the City Council that the below listed vehicle be accepted as unmarked police vehicle and tagged accordingly. The vehicle listed below operates within the SCU team which often needs to be discreet for investigation purposes. By this vehicle remain unmarked will reduce the attention drawn toward it in these situations and is required under State law to be authorized by the City Council as unmarked police vehicle.

  
\_\_\_\_\_  
Bart Aguirre  
Chief of Police  
City of Tupelo

Description  
2012 Ford F150 Gray

Vin  
1FTFX1CT7CKD45102

# 7, 13



# City of Tupelo

Jason L. Shelton  
Mayor

Water and Light  
Johnny Timmons, Director

## 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

April 16, 2015

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

Dear Mayor Shelton and Council Members:

I respectfully request your approval of the attached Tupelo Water & Light Department's "Service Practice Standards" at your meeting on Tuesday, April 21, 2015. These standards have been reviewed and approved by TVA.

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

Sincerely,

TUPELO WATER & LIGHT DEPARTMENT

*Johnny N. Timmons*

Johnny N. Timmons  
Manager

ptb

Attachment

# CITY OF TUPELO WATER & LIGHT DEPARTMENT

## SERVICE PRACTICE STANDARDS

### SCHEDULE OF RULES, REGULATIONS AND FEES FOR UTILITY SERVICE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

After the deposit is paid in full, interest will accrue annually on a deposit held longer than twelve months at the passbook interest rate earned by Tupelo Water & Light Department. The deposit balance plus any accrued interest will be credited to the customer's unpaid bills upon termination of utility service or upon return of the deposit to the customer. The deposit balance and accrued interest is subject to review by all customers of Tupelo Water & Light Department upon request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**REQUEST FOR MEDICAL WAIVER**  
**TUPELO WATER & LIGHT DEPARTMENT**

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

**CUSTOMER CERTIFICATION: (To be completed by customer)**

Customer Name: \_\_\_\_\_ Account No: \_\_\_\_\_

Customer Address: \_\_\_\_\_

City, ST, Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Household member(s) with Medical Emergency \_\_\_\_\_

Relationship to Customer: \_\_\_\_\_

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

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

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

Signature of Resident or Legal Guardian: \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

Duration of Medical Emergency: \_\_\_\_\_  
(Maximum 30 days)

Physician Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

the website – [www.tupeloms.gov](http://www.tupeloms.gov) and information, including brochures, will be available in our office. A customer will also receive such information upon application for electric and water services, and at any time upon request. All retail rate actions initiated by Tupelo Water & Light will be communicated to the public via our web-site – [www.tupeloms.gov](http://www.tupeloms.gov) and through advertisement in the Northeast Mississippi Daily Journal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**See Appendix B**

**Appendix A**

**SCHEDULE OF RATES, CHARGES AND FEES**

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

Meter Connection Charge	\$25.00
Transfer Charge	\$25.00
Disconnection/Reconnection Fee for non-payment	\$25.00
During regular hours, 8 am – 5 pm, M-F	
Reconnection after regular hours and weekends	\$40.00
Reconnection for CT (current transformer)	\$50.00
Metering service during regular hours	
Reconnection for CT (current transformer)	\$75.00
Metering service after regular hours and weekends	
Late Notice Charge	\$4.00
Penalty on all customers other than residential	5%
Meter Testing Charge	\$10.00
Minimum Charge for Theft of Electricity or Water	\$100.00
Returned Check Charge	\$30.00
Installation of underground primary electric lines (In excess of 200 feet)	\$9.00 per foot
Disconnection for non-payment requiring a Bucket Truck	\$100.00
Temporary Electric Service	\$65.00
Permit Fee – CT Meter Can	\$135.00

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

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

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

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

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

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

Minimum Commercial Deposits are as follows:

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

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

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

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

**Water Connection & Tap Charges**

**Inside City Limits**

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

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

**Water Connection & Tap Charges**

**Outside City Limits**

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

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

**Sewer Service Connection Charges**

**Inside City Limits**

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

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

## **Sewer Service Connection Charges**

### **Outside City Limits**

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

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

## **Meter Installation Charges In Developments**

### **Inside City Limits**

### **Outside City Limits**

<u>Size</u>	<u>Cost</u>	<u>Size</u>	<u>Cost</u>
3/4"	\$350.00	3/4"	\$425.00
1"	\$450.00	1"	\$550.00

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

### **Inside City Limits**

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

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

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

### **Outside City Limits**

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

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

## **Fire Protection Fees**

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

## Appendix B

### Tupelo Water & Light Interconnection, Metering and Parallel Operation Agreement

1. **Scope of Agreement:** Tupelo Water & Light Department and the Interconnection Customer agree that one or more generations systems and all related interconnection equipment (as described in the application and referred to as “Qualifying System” located at interconnection Customer’s current metered location with gross power rating of \_\_\_\_\_ kW and to be interconnected at \_\_\_\_\_ kV may be interconnected to Tupelo Water & Light Department’s electric power distribution system in accordance with the terms and conditions of this Agreement. Execution of this Agreement allows the Interconnection Customer to proceed with procurement and installation of the system but Interconnection Customer is not allowed to proceed with parallel operation until Tupelo Water & Light Department has received a completed certification of Completion, Tupelo Water & Light Department has conducted an onsite review and witnessed any required commissioning test or waived such test, and has given Interconnection Customer written authorization to proceed with parallel operation.
2. **Establishment of Point of Interconnection:** The point where the electric first leaves the wires or facilities owned by Tupelo Water & Light Department and enters the wires or facilities provided by Interconnection Customer is the “Point of Interconnection.” Tupelo Water & Light Department and Interconnection Customer agree to interconnect the “Qualifying System” at the point of Interconnection in accordance with this Agreement, Tupelo Water & Light Department’s rules, regulations, policies and rates, WHICH ARE INCORPORATED HEREIN BY REFERENCE, and the Interconnection Customer and the Qualifying System shall comply with Tupelo Water & Light Department’s Distributed Generation Interconnection Procedures.
3. **General Responsibilities of the Parties:**
  - 3.1 Tupelo Water & Light has reviewed the proposed Qualifying system as described in the attached Application for compliance with Tupelo Water & Light Department’s Distribution Generation Interconnection Procedures and approved the Qualifying System for interconnection based on one of the following conditions:
    - 3.1.1. The Qualifying System has been reviewed by Tupelo Water & Light Department based on the applicable codes and standards and has passed any applicable screening process in the Tupelo Water & Light Department’s Distributed Interconnection Procedures, or;
    - 3.1.2. Tupelo Water & Light Department, in agreement with Interconnection customer, has conducted additional engineering evaluations or detailed impact studies at Interconnection Customer’s expense, and any necessary System upgrades or changes identified by these additional studies have been implemented and Interconnection Customer has paid for such upgrades or changes where necessary.
  - 3.2 Interconnection customer shall comply with all applicable laws, regulations, zoning codes, building codes, safety rules, and environmental restrictions, including the latest version of the National Electric Code, and codes issued by Underwriters Laboratories (UL), the Institute of Electrical and Electronics Engineers (IEEE), and the American National Standards Institute (ANSI), that are applicable to the design, installation, operation, and maintenance of its Qualifying System.
  - 3.3 Tupelo Water & Light Department shall, at Interconnection Customer’s expense, provide and install such meters and related facilities (Metering Installation) as in Tupelo Water & Light Department’s judgment are needed to measure the electrical output from qualifying System. Thereafter, Tupelo Water & Light Department shall, at Interconnection Customer’s expense, test, calibrate, operate, maintain, and

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

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

**REQUEST FOR MEDICAL WAIVER**  
**TUPELO WATER & LIGHT DEPARTMENT**

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

**CUSTOMER CERTIFICATION: (To be completed by customer)**

Customer Name: \_\_\_\_\_ Account No: \_\_\_\_\_

Customer Address: \_\_\_\_\_

City, ST, Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Household member(s) with Medical Emergency \_\_\_\_\_

Relationship to Customer: \_\_\_\_\_

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

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

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

Signature of Resident or Legal Guardian: \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

Duration of Medical Emergency: \_\_\_\_\_  
(Maximum 30 days)

Physician Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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