

TUPELO CITY COUNCIL MEETING AGENDA

TUESDAY, JUNE 16, 2015

6:00 P.M.

INVOCATION: COUNCILMAN MIKE BRYAN

PLEDGE OF ALLEGIANCE: COUNCILMAN WILLIE JENNINGS

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 MAYOR'S REPORT

(CLOSE REGULAR MEETING AND OPEN PUBLIC AGENDA.)

5. PUBLIC AGENDA

5.1 PUBLIC HEARINGS

5.1.A PUBLIC HEARING REGARDING LOT MOWINGS

(CLOSE PUBLIC AGENDA AND RETURN TO REGULAR MEETING.)

6. ACTION AGENDA

BL 6.1 REVIEW/RATIFY LEASE WITH TUPELO AIRPORT AUTHORITY

(NOTE: THIS ITEM WAS TABLED ON MAY 19 AND JUNE 2, 2015)

KH 6.2 REVIEW/APPROVE RESOLUTION AUTHORIZING PURCHASE OF 4M
GENERAL OBLIGATION BOND, SERIES 2015

7. ROUTINE AGENDA

- 7.1 REVIEW/APPROVE MINUTES OF SPECIAL CALLED COUNCIL MEETING OF
MAY 27, 2015, AND MINUTES OF REGULAR CITY COUNCIL MEETING OF
TUESDAY, JUNE 2, 2015
- 7.2 REVIEW/PAY BILLS
- KH 7.3 REVIEW/APPROVE HOMELAND SECURITY TRAINING COORDINATOR
CONTRACT
- KH 7.4 REVIEW/APPROVE AMENDMENT TO FEBRUARY 12 MEMORANDUM
OF AGREEMENT BETWEEN TUPELO PUBLIC SCHOOL DISTRICT AND
CITY OF TUPELO
- KH 7.5 REVIEW/APPROVE RESOLUTION TO APPLY FOR URBAN & COMMUNITY
FORESTRY GRANT
- BA 7.6 REVIEW/APPROVE REQUEST TO SURPLUS FIXED ASSET WEAPONS
(TUPELO POLICE DEPARTMENT)
- BL 7.7 REVIEW/APPROVE CSPIRE FIBER TO HOME AGREEMENT
(NOTE: THIS ITEM WAS TABLED JUNE 2, 2015)
- JT 7.8 REVIEW/APPROVE REQUEST FOR EMERGENCY PURCHASE ORDER
BY WATER AND LIGHT DEPARTMENT
- JT 7.9 REVIEW/APPROVE CONTRACT OF PURCHASE BETWEEN City of Tupelo
AND JACK LEAVELL JOHNSTONE RE WATER TANK SITE
- JT 7.10 REVIEW/ADOPT AMENDMENT TO ALL PREVIOUS ORDINANCES
ESTABLISHING SCHEDULE OF RULES AND FEES FOR UTILITY
SERVICES FURNISHED TO CONSUMERS OF THE City of Tupelo
- SH 7.11 REVIEW/ACCEPT MINUTES OF TUPELO MAJOR THOROUGHFARE
PROGRAM MEETING OF MAY 11, 2015

#6.1

LEASE AGREEMENT

This LEASE AGREEMENT made this the ____ day of April, 2015, by and between the TUPELO AIRPORT AUTHORITY ("Authority"), and THE CITY OF TUPELO ("Lessee").

WITNESSETH:

WHEREAS, Authority owns and operates the Tupelo Regional Airport (the "Airport"), located in Tupelo, Lee County, Mississippi, and has the authority to lease portions of the same; and

WHEREAS, Lessee wishes to lease certain real property from Authority to be occupied and used by its police department; and

WHEREAS, Authority has agreed to lease a portion of the property to Lessee subject to certain terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the parties agree and covenant as follows:

1. PREMISES. The real property leased by Authority to Lessee is certain office space at 104 Lemons Drive, containing approximately five thousand five hundred twenty-eight (5,528) square feet of ground floor space, as reflected by the diagram attached hereto as Exhibit "A". (the "Premises").

2. TERM. The term of this lease shall commence as of the 1st day of April, 2015, and shall continue for eighteen (18) months, ending at 11:59 p.m. on the 30th day of September, 2016. The lease shall continue thereafter on a month to month basis.

3. RENT.
Lessee agrees to pay to Authority each month three thousand forty-two dollars and twenty-nine cents (\$3,042.29) for the lease of the premises, with two thousand thirty-eight dollars and thirty-three cents (\$2,281.72) to be applied toward the Authority's outstanding

indebtedness to the Lessee.

4. RIGHTS GRANTED.

(a) Use of Premises. The Premises shall be used by Lessee for the sole purpose of conducting the operations of its police department. No other use may be made of the Premises without Landlord's prior written consent.

(b) Appurtenant Rights. Authority also grants to Lessee the following appurtenant rights.

(i) Public Areas Use. The right, in common with others, to use the public portions of the Airport and the appurtenances thereto, subject to all rules and regulations covering such use now in effect or hereafter promulgated by Authority.

(ii) Ingress and Egress. The right, in common with others, of free ingress to and egress from the Premises over Airport roads, driveways and common vehicular areas as specified from time to time by Authority.

(iii) Public Address System. The right to participate in the joint use, with other authorized parties, of a telephone-connected public address and intercommunication system, if made available by Authority, with all equipment giving Lessee access to such system to be installed, maintained and operated upon the Premises at Lessee's sole cost and expense.

(iv) Signs. The right to install and operate at its own expense signs denoting its occupancy of the Premises; provided however, that the number, size, type, design and location of all signs displayed or maintained in view of the general public shall be subject to the prior written approval of the Airport Director. Any sign not so approved may be removed by Authority at the expense of Lessee, with the total costs of such removal to be due and payable by Lessee upon receipt of Authority's invoice for the same.

(d) Rights Reserved. All rights not herein expressly granted, or reasonably incidental and necessary to the exercise of the rights specifically granted to Lessee are retained and reserved by Authority.

5. TAXES AND LICENSES.

Lessee shall pay when due all taxes, license fees, assessment and other charges levied or imposed upon it by any governmental authority by reason of Lessee's use and occupancy of the Premises. A good faith contest of the validity of any such tax, license fee, assessment or other such charge, made with reasonable promptness, shall not be interpreted as a violation of this covenant until such good faith challenge shall have been abandoned or judicially determined.

During the term of this lease, Lessee shall at all times fully and promptly comply with all statutes, laws, ordinances, order and regulations promulgated by any lawful authority having jurisdiction of the Premises or the business conducted by Lessee at or from the same, including, but not limited to, those relating to the safety, cleanliness, occupancy and use of the Premises, to the nature, character and manner of operation of the business conducted in, at or from the Premises, and to the protection of the environment surrounding the Premises from physical damage or degradation, and also including but not limited to the Ordinance of the Tupelo Airport Establishing Rules, Regulations and Fees adopted June 5, 1990, together with all amendments thereto.

6. UTILITIES.

Utility bills for use of the premises by the existing tenant for the immediately preceding twelve (12) months has been approximately one thousand nine hundred dollars (\$1,900.00). During the term of the lease and any carry-over term the Lessee agrees to pay for all utility charges, including connection fees/system development charges, for water, waste water, natural gas, electricity, telephone and all other charges for utilities which may be furnished to the

premises in excess of one thousand nine hundred dollars (\$1,900.00).

7. ALTERATIONS.

(a) Consent Required. Lessee shall make no alterations in or to the Premises without first obtaining the prior written consent of Authority. All alterations made by Lessee shall be at its sole cost and expense and shall be made in a workmanlike manner without damage to the Premises.

(b) Improvements and Installations. Lessee may, at its sole cost and expense, and in accordance with applicable statutes, laws, codes, regulations and ordinances, construct, erect and install in or on the Premises such furnishings, fixtures and equipment which it determines to be reasonably necessary for use in conducting its authorized operations; provided however, that prior to the commencement of any construction, improvement or installation, Lessee shall obtain the written approval of Authority for the plans and specifications for all furnishings, fixtures, equipment and all improvements, additions and alterations on or to the Premises. Authority may refuse to permit the placing or making of any furnishing, fixture, equipment, improvement, addition, alteration or installation upon or to the Premises which could, in its opinion, damage, be detrimental to or detract from the appearance of the Airport property and buildings; damage or endanger the structural soundness of Airport buildings; or fail to meet Authority's requirements for the safe use of building and appurtenances. All improvements, additions and alterations on or to the Premises made by Lessee with the approval of Authority shall be completed in a workmanlike manner without damage to the Premises. Lessee shall pay all additional maintenance and operating costs which may be incurred by reason of any improvements, additions or alterations on or to the Premises made by Lessee.

(c) Realty Improvements. All improvements of the nature of real estate which are constructed, erected or installed by Lessee on the Premises shall be and become the property of

Authority immediately upon completion of construction, erection or installation thereof satisfactory to Authority without any obligation on the part of Authority to reimburse Lessee for the same.

(d) Contractor's Insurance. Lessee shall require each and every contractor and subcontractor performing construction, erection or installation therefor to procure and maintain at its own cost and expense, at all times during construction, erection or installation, insurance of the types and in the minimum amounts specified by Authority.

(e) Removal of Furnishings, Fixtures and Equipment. On or before the termination of this lease, Lessee shall have the right to remove any furnishings, fixtures and equipment which it has installed in or on the Premises, and any improvements that it has constructed thereon which are not attached to and in the nature of real estate improvements, provided that Lessee is not in default in the performance of any of its obligations hereunder and provided further that Lessee shall pay the full cost and expense of repairing all damage to the Premises or any other property of Authority which results from any removal of furnishings, fixtures, equipment or installations from the Premises or shall reimburse Authority the full cost and expense of repairing all such damage. All property remaining in or upon the Premises after the termination of this lease shall immediately become and remain the property of Authority without any obligation on the part of Authority to reimburse Lessee for the same; provided, however, that Authority may, at its opinion, require Lessee to removal all of its property from the Premises, and if Lessee fails to do so, Authority may cause the removal of such property, and Lessee shall pay the full cost and expense of such removal.

(f) Repairs. Lessee shall keep and maintain the Premises in good condition and repair, make all necessary repairs thereto, and surrender and deliver up the same to Authority at the termination of this lease in the same condition as exists at the commencement hereof, reasonable

wear and tear and damage by fire excepted.

(g) Condition of Premises. Lessee shall keep and maintain the Premises in safe, neat and clean condition at all times, furnish its own janitorial, cleaning and trash removal service, and keep all appurtenances clean and free of trash and debris.

8. DAMAGE TO PREMISES.

(a) Partial Damage. If, at any time during the term of this lease, any part of the Premises not constructed by Lessee shall be damaged by fire or other casualty, but not rendered unusable, Authority shall repair the same with due diligence and within a reasonable time at its own cost and expense; provided, however, that in the event any part of the Premises is damaged by fire to such an extent that Authority, in its sole judgment, determines that it is not economically desirable and feasible to repair the Premises or damaged portion thereof, Authority may terminate this lease solely as it applies to the damaged portion of the Premises and not to any other portion of the Premises. If the Authority so terminates the lease as to the damaged portion, then, if Lessee cannot reasonably conduct its usual and necessary operations in the undamaged portion, Lessee may terminate the lease as to the entire Premises.

(b) Extensive Damage. If, at any time during the term of this lease, the Premises or any part thereof not constructed by Lessee is completely destroyed by fire or other casualty, or damaged to such an extent that the same is unusable, Authority may repair or reconstruct said Premises with due diligence and in a reasonable time at its own cost and expense, and the rent payable by Lessee hereunder for the destroyed or unusable portion of the Premises shall abate until such time as the Premises are restored and again available for use and occupancy by Lessee in the conduct of its authorized operations; provided however, that if Authority, in its sole discretion, elects not to repair or reconstruct the Premises or the damaged portion thereof, it may terminate this lease solely as it

applies to the destroyed or unusable portion of the Premises and not to any other portion of the Premises. If the Authority so terminates the lease as to the destroyed or unusable portion, then, if Lessee cannot reasonably conduct its usual and necessary operations in the remaining portion of the Premises, Lessee may terminate the lease as to the entire Premises.

9. DEFAULT.

(a) Events of Default. The occurrence of any one or more of the following events (hereinafter referred to as an "event of default") shall constitute a breach of this lease by Lessee, entitling Authority to take action as provided in Article 9 below:

(i) The failure of Lessee to pay any rents, fees, charges or other amounts due Authority within ten (10) days after the same become due and payable pursuant to the provisions of this lease;

(ii) The commencement in any court or tribunal of any proceeding, voluntary or involuntary, to declare Lessee insolvent or unable to pay its debts;

(iii) The failure of Lessee to fully and promptly perform any act (other than the payment of rent, fees, charges or other amounts) which it is required to perform pursuant to the provisions of this lease, or to otherwise comply with any term or provision hereof within thirty (30) days after receipt of written notice from Authority to do so;

(iv) The appointment by any court, or under any law, of a receiver, trustee, or other custodian of the property, assets or business of Lessee;

(v) The assignment by Lessee of all or any part of its property or assets for the benefit of creditors; or

(vi) The levy of execution, attachment, or other taking of the leasehold interest of Lessee, by process of law or otherwise, in satisfaction of any judgment, debt or claim.

(b) Waiver. No waiver by Authority of any event of default or failure of Lessee to perform any of the terms, covenants or conditions of this lease which are required to be kept, observed or performed by Lessee, shall be interpreted or construed to be a waiver by Authority of any subsequent event of default or failure to perform by Lessee. Acceptance of rent or performance by Authority of any of its obligations under this lease for or during any period(s) after any event of default shall not be deemed a waiver of any right on the part of Authority to declare a default or terminate this lease for a subsequent event of default by Lessee.

10. RIGHTS OF AUTHORITY UPON DEFAULT.

(a) Election by Authority. Upon the occurrence of any event of default by Lessee as defined in Section 8(a) above, Authority may, at its option and to the extent permitted by law, either: (i) terminate this lease, or (ii) terminate Lessee's right to possession and occupancy of any or all of the Premises without terminating this lease. Upon the exercise of such election by Authority, written notice thereof shall be given to Lessee. The date of either such termination shall be the date of written notice of the same to Lessee, and Lessee shall thereupon immediately vacate the Premises and surrender possession thereof to Authority.

(b) Termination of Lease. In the event Authority elects to terminate this lease as provided in Section 8(a) above, Authority shall be entitled to enter upon the Premises and take exclusive possession of the same, using such reasonable force as is necessary and without additional legal process and without being or becoming liable for trespass. Upon such entry, Authority may remove or restore any personal property situated therein at Lessee's expense without being liable to Lessee for damage or loss sustained thereby.

(c) Termination of Possession. In the event Authority elects to terminate Lessee's right to possession and occupancy of the Premises without terminating this lease, as provided in Section

8(a) above, Authority shall have the right to enter upon the Premises, remove Lessee's property therefrom, and take and hold possession of the Premises without terminating this lease or otherwise releasing Lessee in whole or in part from its obligation to pay all rents, fees and charges called for to be paid by Lessee for the full term of this lease.

(i) In the event Authority elects to terminate Lessee's right to possession and occupancy of the Premises without terminating this lease, Authority may lease or relet the Premises or any part thereof to any other tenant(s) who may be satisfactory to Authority, for such term and upon such conditions as Authority may deem advisable.

(ii) Upon any such repossession and reletting of the Premises, Authority shall apply rents received therefrom to the account of rents, fees and charges due from Lessee according to the terms of this lease, and Lessee covenants and agrees to pay to Authority the difference or deficit between the rents received from such reletting and the rents called for to be paid according to the terms of this lease, together with all of the actual costs incurred by Authority for repairs, alterations and redecorations reasonably necessary in order to relet the Premises.

11. LATE PAYMENT.

(a) Interest and Administrative Fees. In the event that rent, or any other monetary sum due hereunder is not paid within ten (10) days after due date, Lessee shall pay to Authority ten percent (10%) of the amount due and unpaid to cover Authority's administrative costs. Interest at the rate of one and one-half percent (1 1/2%) per month shall accrue on the unpaid balance until paid.

(b) Charging of Interest. The charging of interest by Authority or the payment thereof by Lessee pursuant to the provisions of Section 10(a) shall not:

(i) constitute an extension of time for the payment of any amount due to be paid by Lessee pursuant to this lease;

(ii) constitute or be interpreted to be a loan by Authority to Lessee of any amount due to be paid by lessee pursuant to this lease;

(iii) constitute a waiver by Authority or relieve Lessee of any default in the payment of any amount due to be paid by Lessee pursuant to this lease; or

(iv) affect in any manner the right of Authority to exercise any and all remedies available to it under the terms of this lease or by operation of law.

(c) No Waiver. Authority may accept late or partial payments, even though marked or designated as "payment in full" or with words of similar import, without accepting or treating any such payment of less than the entire amount due as payment in full, and without waiving, compromising, or settling any of its rights pursuant to the provisions of this lease.

12. CANCELLATION.

(a) Cancellation by Authority. In the event the United States Government, or any authorized agency thereof, assumes the operation, control or use of the Airport facilities, or a substantial portion thereof, to such an extent as to substantially restrict Lessee from conducting its authorized operations at the Airport for a period of not less than ninety (90) days, Authority may cancel this lease in its entirety without any liability to Lessee by giving written notice thereof to Lessee.

(b) Cancellation by Lessee. Upon the occurrence of any one of the following events, and only if Lessee is not in default of any of its obligations under this lease, Lessee may cancel this lease and terminate all of its obligations hereunder (except for the obligations of Section 15 and the obligation to pay any accrued rent) by giving written notice to be served as hereinafter provided:

(i) The inability of Lessee to conduct its authorized operations at the Premises for a period in excess of ninety (90) days because of issuance of any order, rule or regulation by the

Federal Aviation Administration, or any other competent government agency having jurisdiction;

(ii) Default by Authority in the performance of any obligation required to be performed by it pursuant to the terms of this lease on which remedial action has not been commenced by Authority within a period of thirty (30) days after written notice to remedy the same has been served by Lessee as hereinafter provided; provided, however, that no notice of cancellation shall be effective if Authority has remedied the default prior to receipt of notice of cancellation from Lessee; or

(iii) The assumption of the operation, control or use of the Airport facilities, or a substantial portion thereof, by the United States Government, or any authorized agency thereof, to such an extent as to substantially restrict Lessee from conducting its authorized operations at the Premises for a period of not less than ninety (90) days.

(c) Waiver by Lessee. Lessee's performance of any of its rights granted by Authority under this lease during any period of time after a default by Authority in the performance of any of its obligations under this lease shall not be deemed a waiver of any right which Lessee has to cancel this lease as provided in Section 11(b) above; nor shall such performance by Lessee be construed to be or interpreted as a waiver of any subsequent default by Authority.

13. HOLDING OVER.

In the event Lessee shall continue to occupy the Premises after the expiration of this lease without any written agreement with Authority as to the terms and conditions thereof, such continued occupancy shall be on a month-to-month basis under the same terms and conditions set forth herein, except that the rentals, fees and charges for such tenancy shall be such as are established from time to time by Authority. Any continued occupancy by Lessee on a month-to-month basis may be terminated and cancelled by either party upon the giving of thirty (30) days

written notice to the other party. In such event of holding over, the insurance that Lessee is required to furnish as specified herein shall be continued in effect through the period of extended occupancy.

14. INSURANCE.

(a) Coverages. Lessee shall obtain and maintain continuously in effect at all times during the term hereof, at Lessee's sole expense, comprehensive general liability insurance, in form and providing coverage satisfactory to Lessee, which coverage shall, without limiting the generality of the foregoing, include coverage for any losses, liabilities, damages or claims relating to Lessee's use of the Premises or to occurrences on or about the Premises or on or about the roads, driveways, or other public places used by Lessee at the Airport in Lessee's operations hereunder. Such insurance must have a combined single occurrence limit of not less than \$500,000 and shall name the Authority and its commissioners, officers, directors, agents and employees as additional insureds. Lessee shall also, without cost to Authority, obtain fire and extended coverage insurance for all of its furniture, fixtures, improvements and other property located on the Premises. All policies of insurance shall provide for not less than thirty days' written notice to the Authority and Lessee before such policies may be revised, non-renewed, or canceled. Upon request, Lessee shall provide Authority with a copy or copies of any insurance policy required by this lease.

(b) Certificates. Lessee shall provide Authority with certificates of insurance evidencing all required coverages.

(c) Policy Endorsements. Each insurance policy and certificate shall list the Authority, the members of its governing board, and its officials, officers, directors, commissioners, agents and employees, as additional named insureds and shall be endorsed with or contain the following provision:

This policy cannot be cancelled, reduced in amount or any coverage eliminated in less than thirty (30) days after the mailing by certified mail of written notice to the insured and to Authority of such alteration or cancellation.

15. QUIET ENJOYMENT.

Upon Lessee's payment of the rentals, fees and charges and performance of all of the covenants and agreements called for in this lease, Lessee shall have and enjoy peaceful and quiet possession of the Premises and exercise of the rights and privileges granted herein.

16. SURRENDER OF POSSESSION.

Upon the expiration or other termination of this lease, Lessee's right to occupy and use the Premises and exercise the rights herein granted shall cease. Lessee shall thereupon promptly surrender the Premises to Authority in same condition as existed at the commencement of this lease, reasonable wear and tear and damage by fire excepted.

17. INSPECTION OF PREMISES.

Authorized representatives of Authority may enter upon the Premises at reasonable times for the purpose of making inspections of the Premises, or for any other purpose necessary for, reasonably incidental to or connected with the performance of Authority's obligations under the terms of this lease.

18. ASSIGNMENT AND SUBLETTING.

(a) Conditions. This lease shall not be assigned in whole or in part, including by operation of law, nor shall the Premises be sublet by Lessee without the prior written consent of Authority. In the event of any assignment of subletting with the consent of Authority, the assignee or sublessee shall thereupon become and remain bound by all of the terms, covenants, agreements, conditions and provisions of this lease as fully and to the same extent as Lessee herein.

(b) Lessee to Remain Bound. In the event of assignment or subletting as provided in

Section 17(a) above, Lessee shall remain bound and responsible for performance of all of the terms, covenants, agreements, conditions and provisions of this lease, including the payment of rents, fees and charges, to the same extent as if there had been no assignment of sublease.

19. NON-DISCRIMINATION.

Lessee, for itself, its successors in interest and assigns, as a part of the consideration for this lease, does hereby covenant and agree as a covenant running with the land that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no persons shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the long of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

20. COMPLIANCE WITH LAWS.

Lessee shall observe, obey and comply fully with all laws, ordinances, rules, regulations, orders and standards, whether now in effect or hereafter enacted, adopted or promulgated by Authority, the City of Tupelo, the County of Lee, the State of Mississippi or the United States, or by any agency or court of any such governmental entity, which may be applicable to Lessee and its operations or to the

operation, management, maintenance, and administration of the Airport and to the conduct of Lessee's agents and employees while on the Airport property.

21. NOTICES.

(a) Requirements. All notices, consents and approvals required or authorized by this lease to be given by or on behalf of either party to the other shall be in writing and signed by a duly authorized representative of the party by or on behalf of whom the same are given and shall be deemed complete at the time the same is deposited in the United States mail, properly addressed and postage prepaid and sent by registered or certified mail.

(b) Notice to Authority. Notices to Authority shall be addressed to Authority at: 2704 West Jackson Street, Tupelo, Mississippi 38801, or to such other place as Authority may designate by notice to Lessee in writing.

(c) Notice to Lessee. Notices to Lessee shall be addressed to the attention of the Mayor of the City of Tupelo, 71 East Troy Street, Tupelo, MS 38804, or to such other place as Lessee may designate to Authority in writing.

22. ENVIRONMENTAL COMPLIANCE.

(a) Lessee shall, at Lessee's own expense, comply with any and all laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), (hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Hazardous and Solid Waste Disposal Act Amendments of 1984, (hereinafter called "RCRA"), or any other law, rule, regulation, order or ordinance relating to the environment, hazardous or toxic materials or waste, as defined herein, or other controlled or regulated substances. Lessee shall, at Lessee's own

expense, make all submissions to, provide all information to, and comply with all requirements of the Environmental Protection Agency, (the "Agency"), or any other agency or government division or department having jurisdiction, for purposes of compliance with all applicable environmental laws, rules, regulations, orders and ordinances. In the event the Agency or any other governmental agency, division or department should determine that a cleanup plan must be prepared and that a clean-up must be undertaken because of spills or discharges of hazardous substances or waste, as defined herein, at, on or under the Premises which occurred during the term of this lease, Lessee, at its expense, shall cause such clean-up plan to be prepared and cause such clean-up to be undertaken. Lessee's failure to abide by the terms of this Section 21 shall be restrainable by injunction.

(b) Lessee shall provide, at its sole expense, complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport and in compliance with all applicable laws, regulations and orders, of all trash, garbage, oil, fuel products and other refuse generated due to the operation of Lessee's business. Lessee shall have sole responsibility for the proper handling, storage, transportation and removal of hazardous materials, hazardous waste, toxic waste, infectious waste and petroleum waste (all of which materials and substances shall herein be referred to as "Waste") generated by Lessee or used, stored or transported for Lessee's benefit on the Premises. Lessee shall strictly comply with all state and federal environmental laws and regulations, including proper record keeping. Lessee shall provide for the removal of all such Waste with reputable, responsible companies, and Lessee will provide to Lessor certificates of proper disposal or destruction. No such Waste shall be placed in regular trash or garbage receptacles or dumpsters. Lessee shall notify Authority upon receipt of any environmental complaints by third parties or the release of any Waste which is caused by Lessee or a third party as soon as is reasonably possible, but in no event later than forty-eight (48) hours after receipt of the complaint or after the release of the

Waste.

(c) Lessee shall maintain the real property upon which the Premises are located free of contamination from any of such Waste. Lessee shall bear the expense of remediating and returning the property upon which the Premises are located, or any property owned by the Authority and contaminated by Lessee, to its original, uncontaminated state. In the event that it becomes necessary for Authority to enter the Premises to conduct an environmental assessment, to remediate or clean up any contamination, such entry, remediation or clean-up shall not waive any rights of recovery against Lessee.

23. SUBORDINATION OF AGREEMENTS.

This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Authority and the United States of America, related to the development, operation or maintenance of the Airport or any grant.

24. MISCELLANEOUS PROVISIONS.

(a) Binding Upon Successors. This lease, and all of the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

(b) Governing Law. This lease shall be governed by and construed under the laws of the State of Mississippi.

(c) Headings. All headings appearing in the text of this lease are inserted and intended solely for convenience of reference. They shall not constitute a part of this lease, nor shall they have any effect upon the meaning, construction, effect or intent hereof.

(d) Independent Contractor. The parties mutually agree that Lessee is not subject to direction or control by Authority except as specified in this lease and by ordinances, rules and

regulations adopted by Authority for the control, operation and regulation of the Airport and its facilities.

(e) Severability. If any provision of this lease be declared invalid or unenforceable, the remainder of this lease shall continue in full force and effect.

(f) Entire Agreement: Amendments. This lease constitutes the entire agreement between the parties as of the date hereof and supersedes all prior and independent agreements, whether written or unwritten, between the parties respecting the subject matter of this lease and the Premises. Any provisions of prior agreements between the parties which may in any manner conflict with the provisions of this lease are hereby specifically declared void and of no effect. This lease shall not be amended, altered, modified or otherwise changed except by written instrument duly authorized and executed by and between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed by their duly authorized officials in duplicate originals, one of which is retained by each of the parties as of the day and year first above written.

TUPELO AIRPORT AUTHORITY

BY: _____
Frederick N. Cook, Chairman

ATTEST:

Ty Robinson, Vice-Chairman

CITY OF TUPELO

BY: _____
Jason Shelton, Mayor

ATTEST:

Kim Hanna, City Clerk

6.2

RESOLUTION (I) AUTHORIZING AND DIRECTING THE ISSUANCE OF A GENERAL OBLIGATION BOND, SERIES 2015 (THE "CITY BOND"), OF THE CITY OF TUPELO, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF FOUR MILLION DOLLARS (\$4,000,000) TO RAISE MONEY FOR THE PURPOSE OF FINANCING CERTAIN CAPITAL PROJECTS AND IMPROVEMENTS WHICH SHALL CONSIST OF (I)(A) CONSTRUCTING, IMPROVING, OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; (B) ERECTING, REPAIRING, IMPROVING, ADORNING AND EQUIPPING MUNICIPAL BUILDINGS AND PURCHASING BUILDINGS OR LAND THEREFOR; (C) PURCHASING LAND FOR PARKS, CEMETERIES AND PUBLIC PLAYGROUNDS, AND IMPROVING, EQUIPPING AND ADORNING THE SAME, INCLUDING THE CONSTRUCTING, REPAIRING AND EQUIPPING OF SWIMMING POOLS AND OTHER RECREATIONAL FACILITIES; (D) PURCHASING FIRE-FIGHTING EQUIPMENT AND APPARATUS, AND PROVIDING HOUSING FOR SAME, AND PURCHASING LAND THEREFOR; (E) ERECTING OR PURCHASING WATERWORKS, GAS, ELECTRIC AND OTHER PUBLIC UTILITY PLANTS OR DISTRIBUTION SYSTEMS OR FRANCHISES, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (F) ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (G) PURCHASING MACHINERY AND EQUIPMENT, INCLUDING MOTOR VEHICLES WEIGHING NOT LESS THAN TWELVE THOUSAND (12,000) POUNDS, WHICH HAVE AN EXPECTED USEFUL LIFE IN EXCESS OF TEN (10) YEARS WHICH EXPECTED USEFUL LIFE SHALL EXCEED THE LIFE OF THE BONDS FINANCING SUCH PURCHASE; AND (H) FOR OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE ANN. §31-25-1 ET SEQ., AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 21-33-301 ET SEQ., AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME, AND PAYING FOR COSTS OF ISSUANCE FOR THE CITY BOND AND THE BANK BONDS, AS HEREIN DEFINED; (II) DIRECTING THE SALE AND AWARD OF THE CITY BOND; (III) APPROVING THE FORM OF AND EXECUTION OF THE CITY BOND PURCHASE AGREEMENT FOR THE SALE OF THE CITY BOND; (IV) APPROVING THE FORM OF AND EXECUTION OF THE OFFICIAL FORM OF PROPOSAL FOR THE SALE OF THE \$4,000,000 MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2015 (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT) (THE "BANK BONDS") TO TRUSTMARK NATIONAL BANK, JACKSON, MISSISSIPPI; AND (V) APPROVING THE FORM OF THE INDENTURE OF TRUST FOR THE BANK BONDS.

WHEREAS, the City Council of the City of Tupelo, Mississippi, acting for and on behalf of said City of Tupelo, Mississippi, hereby find, determine, adjudicate and declare as follows:

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean together the City Bond Act and the Bank Act.

"Additional Bonds" shall mean bonds, if any, issued in one or more series on a parity with the City Bond pursuant to Section 21 hereof.

"Agent" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, and herein designated by the Governing Body.

"Authorized Officer" shall mean Mayor, the Clerk, and any other officer designated from time to time as an Authorized Officer by resolution of the City, and when used with reference to any act or document also means any other Person authorized by resolution of the City to perform such act or sign such document.

"Bank" shall mean the Mississippi Development Bank.

"Bank Act" shall mean Sections 31-25-1 *et seq.* of the Mississippi Code of 1972, as amended.

"Bank Bonds" shall mean the \$4,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2015 (Tupelo, Mississippi General Obligation Bond Project), authorized to be issued by the Purchaser pursuant to the Bank Act and the terms and conditions of the Indenture.

"Bond Counsel" shall mean Butler Snow LLP, Ridgeland, Mississippi.

"Bond Resolution" shall mean this resolution.

"City" shall mean the City of Tupelo, Mississippi.

"City Bond" shall mean the \$4,000,000 General Obligation Bond, Series 2015, of the City authorized and directed to be issued in this resolution.

"City Bond Act" shall mean Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended.

"Clerk" shall mean the Clerk of the City.

"Construction Project" shall mean financing certain capital projects and improvements which shall consist of (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting,

repairing, improving, adorning and equipping municipal buildings and purchasing buildings and land therefor; (iii) purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; (iv) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (v) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (vi) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (vii) purchasing machinery and equipment, including motor vehicles weighing not less than twelve thousand (12,000) pounds, which have an expected useful life in excess of ten (10) years which expected useful life shall exceed the life of the bonds financing such purchase; and (viii) for other authorized purposes under the Act.

"Financial Advisor" shall mean Government Consultants Inc., Jackson, Mississippi.

"Governing Body" shall mean the Mayor and City Council of the City.

"Indenture" shall mean that certain Indenture of Trust, to be dated the date of delivery thereof, by and between the Purchaser and the Trustee, pursuant to which the Bank Bonds are issued. A copy of the substantial form of the Indenture is attached as **EXHIBIT A** hereto.

"Interest Payment Date" shall be as described in Section 2.03 of the Indenture as the interest payment dates of the Bank Bonds.

"Mayor" shall mean the Mayor of the City of Tupelo, Mississippi.

"Paying Agent" shall mean Trustmark National Bank, Jackson, Mississippi.

"Payments" shall have the meaning given it in Section 12(b) hereof.

"Person" shall mean an individual, partnership, corporation, trust or unincorporated organization, limited liability company and a government or agency or political subdivision thereof.

"Project" shall mean providing funds for (i) the Construction Project and (ii) paying costs of issuance for the City Bond and the Bank Bonds.

"Purchaser" shall mean the Mississippi Development Bank, a public body, corporate and politic, of the State created pursuant to the Bank Act.

"Record Date Registered Owner" shall mean the Registered Owner as of the Regular Record Date.

"Record Date" shall have the meaning given to it in Section 1.01 of the Indenture.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent and shall initially be the Purchaser.

"State" shall mean the State of Mississippi.

"Transfer Agent" shall mean Trustmark National Bank, Jackson, Mississippi.

"Trustee" shall mean Trustmark National Bank, Jackson, Mississippi.

"2015 Bond Fund" shall mean the City of Tupelo, Mississippi General Obligation Bond, Series 2015, 2015 Bond Fund provided for in Section 12 hereof.

"2015 Construction Fund" shall mean the City of Tupelo, Mississippi General Obligation Bond, Series 2015, 2015 Construction Fund provided for in Section 13 hereof.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. Heretofore, on the 21st day of October, 2014, the Governing Body adopted a resolution entitled "RESOLUTION DECLARING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, TO ISSUE A GENERAL OBLIGATION BOND, SERIES 2015 OF THE CITY OF TUPELO, MISSISSIPPI FOR PURCHASE BY THE MISSISSIPPI DEVELOPMENT BANK, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000) TO RAISE MONEY FOR THE PURPOSE OF FINANCING CERTAIN CAPITAL PROJECTS AND IMPROVEMENTS WHICH SHALL CONSIST OF (I) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; (II) ERECTING, REPAIRING, IMPROVING, ADORNING AND EQUIPPING MUNICIPAL BUILDINGS AND PURCHASING BUILDINGS OR LAND THEREFOR; (III) PURCHASING LAND FOR PARKS, CEMETERIES AND PUBLIC PLAYGROUNDS, AND IMPROVING, EQUIPPING AND ADORNING THE SAME, INCLUDING THE CONSTRUCTING, REPAIRING AND EQUIPPING OF SWIMMING POOLS AND OTHER RECREATIONAL FACILITIES; (IV) PURCHASING FIRE-FIGHTING EQUIPMENT AND APPARATUS, AND PROVIDING HOUSING FOR SAME, AND PURCHASING LAND THEREFOR; (V) ERECTING OR PURCHASING WATERWORKS, GAS, ELECTRIC AND OTHER PUBLIC UTILITY PLANTS OR DISTRIBUTION SYSTEMS OR FRANCHISES, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (VI) ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (VII) PURCHASING MACHINERY AND EQUIPMENT, INCLUDING MOTOR VEHICLES WEIGHING NOT LESS THAN TWELVE THOUSAND (12,000) POUNDS, WHICH HAVE AN EXPECTED USEFUL LIFE IN EXCESS OF TEN (10) YEARS WHICH EXPECTED USEFUL LIFE SHALL EXCEED THE LIFE OF THE BONDS FINANCING SUCH PURCHASE; AND (VIII) FOR OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE ANN. §31-25-1 ET SEQ., AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 21-33-301 ET SEQ., AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME, INCLUDING

PAYING FOR THE COST OF SUCH BORROWING; AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION" (the "Intent Resolution") indicating its intent to (i) issue a general obligation bond to be purchased by the Bank such purchase to be funded from the proceeds of a special obligation bond issue of the Bank, each for the purpose of providing funds for the Project and fixed 6:00 o'clock p.m. on November 18, 2014, as the date and hour on which it proposed to direct the issuance of said general obligation bond to be sold to the Bank, on or prior to which date and hour any protest to be made against the issuance of such general obligation bond to be sold to the Bank was required to be filed.

3. As required by law and as directed by the aforesaid Intent Resolution, said Intent Resolution was published once a week for at least three (3) consecutive weeks in Northeast Mississippi Daily Journal, a newspaper published in and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days prior to November 18, 2014, and the last publication having been made not more than seven (7) days prior to such date, said notice having been published in said newspaper on October 24 and 31 and November 7 and 14, 2014, as evidenced by the publisher's affidavit heretofore presented and filed.

4. On or prior to 6:00 o'clock p.m. on November 18, 2014, no written protest against the issuance of the general obligation bond to be sold to the Bank, described in the Intent Resolution, had been filed or presented by qualified electors of the City.

5. The Governing Body is authorized and empowered by the provisions of the Act to issue its City Bond in a principal amount of \$4,000,000 and sell same to the Bank for the purpose of providing funds for (i) the Construction Project and (ii) paying costs of issuance for the Bank Bonds and the City Bond.

6. The Governing Body desires to authorize and approve the issuance of the City Bond pursuant to this Bond Resolution registered as to principal and interest in the form and manner as hereinafter provided for by Sections 31-21-1 to 31-21-7, Mississippi Code of 1972, as amended.

7. The assessed value of taxable property within the City, according to the last completed assessment for taxation, is Five Hundred Thirty One Million Two Thousand Seven Hundred Thirteen Dollars (\$531,002,713); the City has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended, in the amount of \$32,540,000, and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended (which amount includes the sum set forth above subject to the 15% debt limit), in the amount of \$32,540,000; the issuance of the City Bond, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

8. The Governing Body desires to hereby approve the following documents concerning the issuance, sale and purchase of the City Bond by the Bank: (i) a City Bond Purchase Agreement to be dated as of the date of sale of the City Bond, by and between the City and the Bank (the "City Bond Purchase Agreement"); and (ii) the Official Proposal of Trustmark National Bank, Jackson, Mississippi, prepared in connection with the sale of the Bank Bonds.

9. The City hereby agrees to sell the Bonds to Trustmark National Bank, Jackson, Mississippi (the "Purchaser of the Bank Bonds").

10. It has now become necessary to make provision for the preparation, execution and issuance of said City Bond.

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

SECTION 1. In consideration of the purchase and acceptance of the City Bond by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the City and the Registered Owner from time to time of the City Bond. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City for the benefit of the Registered Owner shall be for the equal benefit, protection and security of the Registered Owner of the City Bond, all of which, regardless of the time or times of its authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 2. The City Bond is hereby authorized and ordered to be prepared and issued in the principal amount of Four Million Dollars (\$4,000,000) to raise money for the Project as authorized by the Act.

SECTION 3. (a) Payments of interest on the City Bond shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) The City Bond shall be registered as to both principal and interest; shall be dated the date of delivery thereof, shall be issued in a single denomination equal to the principal amount thereof; shall be numbered one; shall bear interest from the date thereof at the rate or rates borne by the Bank Bonds (as provided in the Indenture), payable on an Interest Payment Date; and shall mature and become due and payable in the same manner and at the same dates and times as provided for the Bank Bonds in the Indenture.

(c) The City Bond is subject to redemption at the option of the City and mandatory redemption prior to maturity thereof only at the times, to the extent, in the manner and in the amounts that the Bank Bonds are subject to optional and mandatory redemption as provided in Section 4.01 of the Indenture. The City shall provide proper notices to the Bank and the Trustee as provided in Section 4.05 of the Indenture in the event the City elects to redeem the City Bond or any portion thereof, and redemption of the City Bond or portion thereof shall be as provided in said Section 4.01. It is intended that redemption of the City Bond may only occur through the

processes provided in the Indenture, and the City hereby accepts such redemption provisions by this reference.

(d) Notice of redemption identifying the portion of the City Bond to be redeemed shall be given to the Registered Owner thereof by first class mail at least thirty (30) days and not more than forty five (45) days prior to the date fixed for redemption. From and after such redemption date, interest with respect to such portion the City Bond to be redeemed will cease to accrue.

SECTION 4. (a) When the City Bond shall have been validated and executed as herein provided, they shall be registered as an obligation of the City in the office of the City Clerk in a record maintained for that purpose, and the City Clerk shall cause to be imprinted upon the City Bond, over his manual or facsimile signature and manual or facsimile seal, his certificate in substantially the form set out in Section 6.

(b) The City Bond shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the City Bond, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the City Bond shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The City Bond shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of the Indenture, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the City Bond, and the final, unqualified approving opinion of Bond Counsel, which opinion shall be imprinted on the City Bond.

(d) Prior to or simultaneously with the delivery of the City Bond by the Transfer Agent, the City shall file with the Transfer Agent:

(i) a copy, certified by the City Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the City Bond; and

(ii) an authorization to the Transfer Agent, signed by the Mayor, to authenticate and deliver the City Bond to the Purchaser.

(e) At delivery, the Transfer Agent shall authenticate the City Bond and deliver it to the Purchaser thereof upon payment of the purchase price of the City Bond to the City.

SECTION 5. (a) The City hereby appoints the Trustee designated under the Indenture as the Paying Agent, Trustee and Transfer Agent for the City Bond. The City specifically reserves the right to hereafter designate and/or approve a separate Paying Agent, Transfer Agent

and/or Trustee in its discretion, subject, however to the terms and conditions of the Indenture, as hereinafter provided.

(b) So long as the City Bond shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the City Bond. The Transfer Agent is hereby appointed registrar for the City Bond, in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, the City Bond if entitled to registration or transfer.

(c) The City shall pay or reimburse the Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the City and the Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) (i) An Agent may at any time resign and be discharged of the duties and obligations of the function of the Trustee, Paying Agent and Transfer Agent pursuant to the terms and conditions stated in Section 11.05 and 11.06 of the Indenture.

(ii) In the event of the resignation or removal of the Agent, a successor Agent shall be selected as provided in Section 11.07 of the Indenture.

(iii) In the event of a change of Agents, the predecessor Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Agent, and the successor Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Agent shall be fully paid. Every predecessor Agent shall deliver to its successor Agent all records of account, registration records, list of Registered Owner and all other records, documents and instruments relating to its duties as such Agent.

(iv) The provisions of Section 11.08 of the Indenture shall govern the acceptance of any appointment of a successor Agent.

(v) Should any transfer, assignment or instrument in writing be required by any successor Agent from the City to more fully and certainly vest in such successor Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(vi) The City will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the City Bond.

(vii) All duties and obligations imposed hereby on an Agent or successor Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Bond Resolution.

SECTION 6. The City Bond shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution:

[BOND FORM]

THIS CITY BOND HAS BEEN ASSIGNED TO TRUSTMARK NATIONAL BANK, JACKSON, MISSISSIPPI, AS TRUSTEE UNDER AN INDENTURE OF TRUST, DATED _____, 2015, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE TRUSTEE. THIS CITY BOND IS REGISTERED IN THE NAME OF THE TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE INDENTURE.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
LEE COUNTY
CITY OF TUPELO
GENERAL OBLIGATION BOND
SERIES 2015

NO. 1

\$ _____

Rate of Interest

Maturity

Dated Date

%

Registered Owner:

Principal Amount:

DOLLARS

The City of Tupelo, State of Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this City Bond, at the principal office of Trustmark National Bank, Jackson, Mississippi, or its successor, as paying agent (the "Paying Agent") for the General Obligation Bond, Series 2015, of the City (the "City Bond"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this City Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by Trustmark National Bank, Jackson, Mississippi, or its successor, as transfer agent for the City Bond (the "Transfer Agent") at the times and periods as provided in the Indenture (herein defined).

The City further promises to pay interest on such principal amount from the date of this City Bond until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date (as defined in the Bond Resolution defined below).

Payments of principal of and interest on this City Bond shall be made by check or draft mailed on the Interest Payment Date (as defined in the Bond Resolution) to such Registered Owner at his address as it appears on such registration records.

This City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 *et seq.* and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the City Council of the City, including a resolution adopted June 16, 2015 (the "Bond Resolution").

This City Bond is issued in the aggregate authorized principal amount of Four Million Dollars (\$4,000,000) to raise money for the purpose of providing funds for (i)(a) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (b) erecting, repairing, improving, adorning and equipping municipal buildings and purchasing buildings and land therefor; (c) purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; (d) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (e) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (f) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (g) purchasing machinery and equipment, including motor vehicles weighing not less than twelve thousand (12,000) pounds, which have an expected useful life in excess of ten (10) years which expected useful life shall exceed the life of the bonds financing such purchase; and (h) for other authorized purposes under Mississippi Code Ann. §31-25-1 *et seq.*, as amended and/or supplemented from time to time and Sections 21-33-301 *et seq.*, as amended and/or supplemented from time to time, and (ii) paying the costs of issuance of this City Bond and the Bank Bonds (as defined herein).

The City will duly and punctually pay the principal of, premium, if any, and interest on the City Bond at the dates and the places and in the manner mentioned in the Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the City Bond, the City agrees to make payments upon the City Bond and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the not to exceed \$4,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2015 (Tupelo, Mississippi General Obligation Bond Project) (the "Bank Bonds"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank and Trustmark National Bank, Jackson, Mississippi, as trustee (the "Trustee"), dated _____, 2015 (the "Indenture") when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption or optional redemption.

Reference is hereby made to the Bond Resolution and to all amendments and supplements thereto for the provisions, among others, with respect to the nature and extent of the security for the Bondholder, the rights, duties and obligations of the City and the Bondholder and the terms upon which the City Bond is or may be issued and secured.

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The City Bond is and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the City Bond as the same falls due.

This City Bond is the only evidence of indebtedness issued and outstanding under the Bond Resolution. This City Bond has been purchased by the Mississippi Development Bank and has been assigned to the Trustee under the Indenture; this City Bond is registered in the name of the Trustee and is non-transferrable except as provided in the Indenture.

The City and the Trustee may deem and treat the person in whose name this City Bond is registered as the absolute owner hereof, whether this City Bond shall be overdue or not, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on this City Bond and for all other purposes. All such payments so made to the registered owner shall be valid and effectual to satisfy and discharge the liability upon this City Bond to the extent of the sum or sums or paid, and neither the City nor the Trustee shall be affected by any notice to the contrary.

This City Bond shall only be redeemed under the Bond Resolution to the extent and in the manner required to redeem the Bank Bonds pursuant to the provisions of the Indenture.

Modifications or alterations of the Bond Resolution may be made only to the extent and under the circumstances permitted by the Indenture.

This City Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the City Bond, in order to make the same legal and binding general obligation of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this City Bond, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this City Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the City Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the ____ day of _____, 2015.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Mayor

COUNTERSIGNED:

City Clerk
(SEAL)

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This City Bond is the City Bond described in the within mentioned Bond Resolution and is the General Obligation Bond, Series 2015, of the City of Tupelo, Mississippi.

_____,
as Transfer Agent

BY: _____
Authorized Signatory

Date of Registration and Authentication: _____

REGISTRATION AND VALIDATION CERTIFICATE

**STATE OF MISSISSIPPI
COUNTY OF LEE
CITY OF TUPELO**

I, the undersigned City Clerk of the City of Tupelo, Mississippi, do hereby certify that the within City Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Lee County, Mississippi, rendered on the __ day of _____, 2015.

City Clerk

(SEAL)

[END OF CITY BOND FORM]

SECTION 7. In case the City Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new City Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated City Bond, or in lieu of and in substitution for such City Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a City Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that the City Bond was stolen, destroyed or lost, and of its ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 8. For the purpose of effectuating and providing for the payment of the principal of and interest on the City Bond as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of, premium, if any, and the interest on the City Bond and any additional obligations of the City under the Indenture; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2015 Bond Fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owner of the City Bond in any subsequent year to have adequate taxes levied and collected to meet the all of the aforesaid obligations of the City Bond.

SECTION 9. Only if the City Bond shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall the City Bond be entitled to the rights, benefits and security of this Bond Resolution. The City Bond shall not be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on the City Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on the City Bond that may be issued hereunder at any one time.

SECTION 10. Ownership of the City Bond shall be in the Purchaser or its assignee. The Person in whose name the City Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes,

and payment of or on account of the principal of or interest on the City Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the City Bond to the extent of the sum or sums so paid.

SECTION 11. The City Bond shall be transferable only as provided in the Indenture. Upon the transfer of the City Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new City Bond of the same aggregate principal amount and maturity and rate of interest as the surrendered City Bond.

SECTION 12. (a) The City hereby establishes the 2015 Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the City Bond, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2015 Bond Fund as and when received:

(i) The avails of any of the ad valorem taxes levied and collected pursuant to Section 8 hereof;

(ii) Any income received from investment of monies in the 2015 Bond Fund;
and

(iii) Any other funds available to the City which may be lawfully used for payment of the principal of, premium, if any, and interest on the City Bond or for other obligations of the City which may be due under the Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the 2015 Bond Fund.

(b) As long as any principal of, premium, if any, and interest on the City Bond or the Bank Bonds remain outstanding and/or other obligations of the City remain outstanding under the Indenture, the City Clerk is hereby irrevocably authorized and directed to withdraw from the 2015 Bond Fund sufficient monies to make the payments necessary (the "Payments") to pay (i) the principal of, premium, if any, and interest coming due on the Bank Bonds, and (ii) any additional Payments necessary and required as obligations of the City under the Indenture, and to transfer same to the account of the Trustee in time to reach the Trustee at least five (5) days prior to the date on which said interest or principal and interest or premium, if any, on the Bank Bonds shall become due. The Trustee shall deposit all Payments received in the General Account of the General Fund of the Indenture, or such other fund or account in the Indenture as so directed in the Indenture.

SECTION 13. (a) The City hereby establishes the 2015 Construction Fund which shall be maintained with a qualified depository. The principal proceeds received upon the sale of the City Bond shall be deposited in the 2015 Construction Fund. Any income received from investment of monies in the 2015 Construction Fund shall be deposited in the 2015 Construction Fund and shall be used for the cost of the Construction Project and, if necessary, shall be deposited in the 2015 Bond Fund for the payment of debt service on the City Bond. From the 2015 Construction Fund there shall be held and disbursed moneys for the acquisition and construction of the Construction Project, as authorized by the Act. Any amounts which remain

in the 2015 Construction Fund after the completion of the Construction Project shall be transferred to the 2015 Bond Fund and used as permitted under State law.

(b) Funds on deposit in the 2015 Construction Fund may be invested in Investment Securities, as defined in the Indenture, to the extent they are authorized by the Bank Act and applicable provisions of State law.

SECTION 14. (a) Payment of principal on the City Bond shall be made at the principal office of the Paying Agent; provided, however, the final payment of principal shall be made upon the presentation and surrender of the City Bond at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

(b) Payment of each installment of interest on the City Bond shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such City Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Principal of and interest on the City Bond shall be paid by check or draft mailed on an Interest Payment Date to the Registered Owner at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method and at the times as may be subsequently prescribed by the Transfer Agent.

SECTION 15. The City Bond shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the City Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the City Bond and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 16. The City hereby covenants that it will not make any use of the proceeds of the City Bond or do or suffer any other action that would cause: (i) the Bank Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code"), and the Regulations promulgated thereunder; (ii) the interest on the Bank Bonds to be included in the gross income of the registered owners thereof for federal income taxation purposes; or (iii) the interest on the Bank Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

SECTION 17. The City represents as follows:

(a) The City shall take no action that would cause the Bank Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(b) The City shall take all necessary action to have the Bank Bonds registered within the meaning of Section 149(a) of the Code; and

(c) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Bank Bonds and, to the extent necessary, the City Bond.

SECTION 18. The City hereby covenants that it shall make, or cause to be made, the rebate required by Section 148(f) of the Code ("Rebate") in the manner described in Regulation §§1.148-1 through 1.148-11, as such regulations and statutory provisions may be modified insofar as they apply to the City Bond and the Bank Bonds. In accordance therewith, the City shall:

(a) Within sixty (60) days of the last day of the fifth and each succeeding fifth "bond year" (which shall be the five-year period ending on the date five years subsequent to the date of the closing, unless another date is selected by the Governing Body of the City, and each succeeding fifth "bond year"), and within sixty (60) days of the date the City Bond is discharged the City shall (i) calculate, or cause to be calculated, the "rebate amount" as of each "computation date" or the "final computation date" attributable to any investment in "investment-type property" made by the City, of "gross proceeds" of the Bank Bonds and the City Bond, and (ii) remit the following to the United States Treasury within sixty (60) days of the last day of the fifth and each succeeding fifth "bond year": (A) an amount of money equal to such "rebate amount" (treating for purposes of such calculation any previous payments made to the United States Treasury on account of such "rebate amount" as if the payment on any such date was an "expenditure" constituting a "rebate payment"), (B) the calculations supporting the amount of "rebate amount" attributable to any investments in "investment-type property" made by the City of gross proceeds of the Bank Bonds and the City Bond and (C) any other information required to comply with Section 148 of the Code.

(b) The City shall keep accurate records of each investment-type property (as that term is defined in Section 148(b) of the Code), if any, acquired, directly or indirectly, with "gross proceeds" of the City Bond and/or the Bank Bonds and each expenditure it makes with "gross proceeds." Such records shall include the purchase price, nominal interest rate, dated date, maturity date, type of property, frequency of periodic payments, period of compounding, yield to maturity, amount actually or constructively realized on disposition, disposition date, and evidence of the "fair market value" of such property on the purchase date and disposition date (or deemed purchase or disposition date), for each item of such "investment-type property".

SECTION 19. The City Bond shall be sold to the Purchaser based on the terms and conditions of the sale of the Bank Bonds by the Bank to the Purchaser of the Bank Bonds. The Bank Bonds are being sold by a negotiated sale to Trustmark National Bank, Jackson, Mississippi.

SECTION 20. The Bank Bonds are being sold to a purchaser without a view for distributing said Bank Bonds. The Purchaser of said Bank Bonds shall be required to execute a certification at closing to the effect that the Bank Bonds are being purchased for the account of the Purchaser without the intent to distribute. Based on the foregoing, the Bank Bonds will be exempt from the continuing disclosure requirements of Securities Exchange Act Rule 15c-2-12.

SECTION 21. The City may issue Additional Bonds in one or more series with the consent of the Bank pursuant to a supplement to this Bond Resolution to provide funds for approved projects of the City so long as: (a) no default has occurred and is continuing under this Bond Resolution or the Indenture; and (b) there shall have been filed with the Trustee an opinion

of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the Bank Bonds then outstanding under the Indenture shall not be adversely affected.

Such series of Additional Bonds shall be appropriately designated, shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate then permitted by law, shall be numbered, shall have such paying agents and shall have such maturities and redemption provisions, all as may be provided in the supplement to this Bond Resolution or separate resolution authorizing the issuance of such series of Additional Bonds.

Refunding bonds may be issued under and secured by a supplement to this Bond Resolution for the purpose of providing funds for the refunding of the City Bond and Additional Bonds, upon compliance with the provisions above.

It is intended that this Section 21 allow for the provision of Additional Bonds and refunding bonds commensurate with the ability of the Bank to issue additional Bank Bonds and refunding Bank Bonds as provided in Article II of the Indenture.

SECTION 22. (a) The Bank and the City, without the consent of the owners of any of the Bank Bonds outstanding under the Indenture, may enter into supplements to this Bond Resolution which shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this Bond Resolution or the Indenture, and in addition thereto for the following purposes:

- (i) To cure any ambiguity or formal defect or omission in the Indenture;
- (ii) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of the Outstanding City Bond and does not require unanimous consent of the Bondholders pursuant to Section 12.01 of the Indenture;
- (iii) To subject to the Indenture additional Revenues, properties or collateral;
- (iv) To modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bank Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to the Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;
- (v) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee under the Indenture or the succession of a new registrar and/or paying agent; and
- (vi) In connection with issuance of refunding bonds.

(b) The provisions of this Bond Resolution may be amended in any particular with the written consent of the Bank and the owners of not less than a majority of the aggregate principal amount of Bank Bonds then outstanding; provided, however, that no such amendment may be adopted which decreases the percentage of owners of Bank Bonds required to approve any amendment, or which permits a change in the date of payment of the principal or interest on any Bank Bonds or of any redemption price thereof or the rate of interest thereon.

(c) If at any time the Bank and the City shall request the Trustee to consent to a proposed amendment for any of the purposes of this Section 22, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such proposed amendment to be given in the manner required by the Indenture to redeem Bank Bonds. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all holders of Bank Bonds. If, within 60 days or such longer period as shall be prescribed by the Bank following such notice, the owners of not less than a majority in aggregate principal amount of the Bank Bonds outstanding at the time of the execution of any such proposed amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bank Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the City or the Bank from executing or approving the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such proposed amendment as in this Section permitted and provided, this Bond Resolution shall be and be deemed to be modified and amended in accordance therewith.

(d) Copies of any such supplement or amendment shall be filed with the Trustee and delivered to the Bank and the City before such supplement or amendment may become effective.

SECTION 23. The Mayor, the City Clerk and any other Authorized Officers of the Governing Body are authorized to execute and deliver such resolutions, agreements, certificates and other documents as are required for the sale, issuance and delivery of the City Bond.

SECTION 24. The City hereby approves and acknowledges the Indenture and the terms and provisions thereof in the form attached as **EXHIBIT A** to this Bond Resolution with such completions, changes, insertions and modifications as shall be approved by the Mayor or Clerk and recognizes that many items governing the terms and conditions of the City Bond are based upon terms, limitations and conditions provided in the attached Indenture.

SECTION 25. The City Bond is hereby awarded and sold to the Bank, in accordance with the terms hereof and the City Bond Purchase Agreement submitted to the Governing Body in the form as provided in **EXHIBIT B** hereto. Trustmark National Bank, Jackson, Mississippi shall purchase the Bank Bonds pursuant to the terms provided in the Official Proposal of Trustmark National Bank, Jackson, Mississippi, and the City hereby approves the sale of the Bank Bonds by the Bank subject to the approval by the Mayor of the following: (1) compliance of the City with the provisions of Act regarding the issuance of its City Bond; (2) Bank Bonds in an amount not to exceed \$4,000,000; (3) a net interest cost on the Bank Bonds of not more than 5.00%; (4) approval by the City of the sale of the City Bond to the Bank evidenced by the City's

execution of the City Bond Purchase Agreement; (5) maturity schedule for Bank Bonds of not to exceed 20 years; and (6) terms and provisions of the Bank Bonds in compliance with the Act.

SECTION 26. The Governing Body hereby approves the form of and execution of the City Bond Purchase Agreement and hereby authorizes the Mayor and the Clerk to execute the City Bond Purchase Agreement on behalf of said Governing Body. All provisions of the City Bond Purchase Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein, which said City Bond Purchase Agreement shall be in substantially the form as provided in **EXHIBIT B** hereto, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 27. The Governing Body hereby approves the execution of the Official Proposal of Trustmark National Bank, Jackson, Mississippi and hereby authorizes the Mayor to execute the Official Proposal of Trustmark National Bank, Jackson, Mississippi on behalf of said Governing Body. All provisions of the Official Proposal of Trustmark National Bank, Jackson, Mississippi, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein, as provided in **EXHIBIT C** hereto, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 28. The Mayor is hereby given the authority to approve the designation by the Executive Director of the Bank of Trustmark National Bank, Jackson, Mississippi to serve as trustee under the Indenture (the "Trustee"), providing for the issuance of the Bank Bonds, such designation and approval to be evidenced by the execution of the Official Proposal of Trustmark National Bank, Jackson, Mississippi by the Executive Director of the Bank, acting for and on behalf of the Bank, and the Mayor of the City, acting for and on behalf of the City.

SECTION 29. The Mayor and/or the Clerk are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment by the Trustee for the Bank Bonds on the closing date of the Bank Bonds the costs of issuance of said Bank Bonds and cost of issuance for the City Bond of the City; provided, however, total costs of issuance for said Bank Bonds and the City Bond shall not exceed five (5%) percent of the par amount of the Bank Bonds.

SECTION 30. Upon receiving the recommendation of the Financial Advisor and Bond Counsel, the Mayor and Clerk are hereby authorized and directed to make all final determinations necessary to prepare the Indenture, the sale of the Bank Bonds, including the date of sale, the dated date of the Bank Bonds, the final principal amount of the Bank Bonds, the maturity schedule relating to the Bank Bonds, the redemption terms of the Bank Bonds and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Executive Director of the Bank, to be evidenced by the execution of Official Proposal of Trustmark National Bank, Jackson, Mississippi for the sale of the Bank Bonds, by the Mayor, acting for and on behalf of the City, pursuant to this resolution and the Executive Director of the Bank, acting for and on behalf of the Bank.

SECTION 31. Prior to their delivery, the City Bond shall be validated pursuant to Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, by the Chancery Court of Lee County, Mississippi.

SECTION 32. The Mayor and Clerk be, and they are hereby authorized and directed for and on behalf of the Governing Body, to take any and all such action as may be required by the City to carry out and to give effect to the aforesaid documents authorized pursuant to this resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this resolution in order to evidence said authority, including the approval of the final Official Statement in connection with the Bank Bonds.

SECTION 33. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 16th day of June, 2015.

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 16th day of June, 2015

CITY CLERK

MAYOR

(SEAL)

EXHIBIT A
FORM OF THE INDENTURE

EXHIBIT B

FORM OF CITY BOND PURCHASE AGREEMENT

EXHIBIT C

OFFICIAL PROPOSAL OF TRUSTMARK NATIONAL BANK

7.1

MUNICIPAL MINUTES, CITY OF TUPELO

STATE OF MISSISSIPPI

MAY 27, 2015

Be it remembered that a special called meeting of the Mayor and City Council was held in the Council Chambers at the City Hall Building on Wednesday, May 27, 2015, at 3:45 p.m. with the following in attendance: Council Members Markel Whittington, Lynn Bryan, Travis Beard, Nettie Y. Davis, Buddy Palmer, Mike Bryan and Willie Jennings; City Attorney Ben Logan; and Glenda Muse, Clerk of the Council.

NOTICE: CALL FOR A SPECIAL MEETING

OF THE MAYOR AND CITY COUNCIL

OF THE CITY OF TUPELO, MISSISSIPPI

STATE OF MISSISSIPPI

COUNTY OF LEE

CITY OF TUPELO

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

You are hereby notified that a special meeting of the Mayor and City Council of the City of Tupelo, Mississippi, is hereby called to meet in the City Hall Council Chambers, 2nd Floor, 71 East Troy Street, in the City of Tupelo, Mississippi, on Wednesday, May 27, 2015.

TIME: 3:45 P.M.

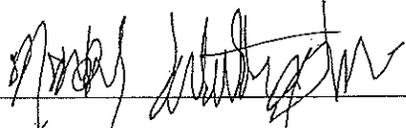
The object of said meeting, being called pursuant to Miss. Code Section 21-8-11, is to discuss and act upon the following matter(s) of business:

EXECUTIVE SESSION – PURCHASE PROPERTY

This call issued on this, the 26th day of May, 2015, at 3:00 p.m.

/s/ Jason L. Shelton, Mayor

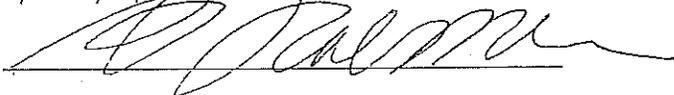
We, the undersigned Council Members of the City of Tupelo, Mississippi, hereby acknowledge personal service of the call for a Special Meeting on Wednesday, May 27, 2015, at 3:45 p.m. and a copy of said call at least three (3) hours before the time specified for said meeting:



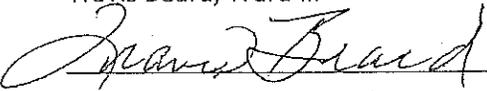
Markel Whittington, Ward I



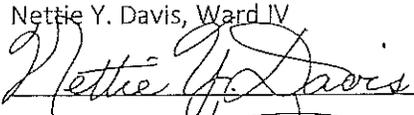
Lynn Bryan, Ward II



Travis Beard, Ward III



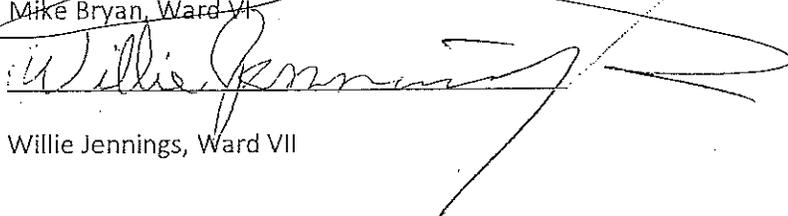
Nettie Y. Davis, Ward IV



Buddy Palmer, Ward V



Mike Bryan, Ward VI



Willie Jennings, Ward VII

MUNICIPAL MINUTES, CITY OF TUPELO

STATE OF MISSISSIPPI

MAY 27, 2015

IN THE MATTER OF CALLING THE MEETING TO ORDER

President Mike Bryan called the special called meeting to order at 3:45 p.m.

OPENING STATEMENT BY MAYOR JASON SHELTON

Mayor Shelton addressed the issue of mutual aid for the City of Amory, Mississippi, due to recent tornado damages. He stated City Attorney Logan had researched the matter and did not feel any further action needed to be taken by the City Council. The Tupelo Water & Light Department has a mutual aid agreement in place by which they are authorized to send vehicles, equipment, etc. to another city. Mayor Shelton stated that Department had already sent aid and more was on the way. Lee County, as well, has provided assistance. The Tupelo Public Works Department is sending crews down to assist with debris removal since Amory does not have sufficient equipment to handle. A resolution will be brought before the next City Council meeting basically ratifying and authorizing the use of Tupelo's manpower in Amory.

IN THE MATTER OF DETERMINATION OF NEED FOR EXECUTIVE SESSION

Upon a motion by Councilman Beard, seconded by Councilman L. Bryan, the council voted unanimously to close the meeting to determine the need for an executive session. Upon a motion by Councilman Palmer, seconded by Councilman Jennings, the council voted unanimously to go into executive session to discuss the matter of purchase of property upon advice of legal counsel.

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

IN THE MATTER OF ADJOURNMENT

There being no further business to come before the City Council, Councilman Beard moved that the special called meeting be adjourned; the motion was seconded by Councilman Palmer and

MUNICIPAL MINUTES, CITY OF TUPELO

STATE OF MISSISSIPPI

MAY 27, 2015

unanimously approved by a vote of the City Council.

PRESIDENT

ATTEST:

CLERK OF THE COUNCIL

APPROVED:

MAYOR

MUNICIPAL MINUTES, CITY OF TUPELO

STATE OF MISSISSIPPI

JUNE 2, 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, June 2, 2015, at 6:00 p.m. with the following in attendance: Council Members Markel Whittington, Lynn Bryan, Travis Beard, Nettie Y. Davis, Buddy Palmer, and Mike Bryan; City Attorney Ben Logan; and Glenda Muse, Clerk of the Council. Council Member Willie Jennings was absent.

Tupelo Fire Chief Thomas Walker led the Invocation, followed by the Pledge of Allegiance led by Tupelo Water & Light Department Director Johnny Timmons.

IN THE MATTER OF CALLING THE MEETING TO ORDER

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

IN THE MATTER OF CONFIRMATION OR

AMENDMENT OF AGENDA AND AGENDA ORDER

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

ADD: #7.16 Kellex DIP Grant Agreement

ADD: #7.17 Bid for North Gloster and North Green Street Sidewalk Construction Project

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 and Council President Bryan presented Certificates of Appreciation to Glenda Muse, Clerk of the Council, for 20 years of service in that position.

IN THE MATTER OF PUBLIC RECOGNITIONS

The following public recognitions were made by Council Members:

MUNICIPAL MINUTES, CITY OF TUPELO

STATE OF MISSISSIPPI

JUNE 2, 2015

Councilman Beard – Expressed appreciation to the First Baptist Church for hosting a very nice lunch for the workforce of Tupelo Public Works Department in appreciation of their tremendous work during cleanup from the tornado which happened last April.

Councilwoman Davis – Reminded that a group would be traveling to Denver, Colorado, next week to participate in the “All America City” award event. She thanked everyone who has put so much effort in preparation for this trip.

IN THE MATTER OF MAYOR’S REPORT

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

... Expressed sympathy to the family of Mr. Ed Crider who had passed away recently. Mr. Crider had served as Tupelo Police Chief at one time and had the distinction of holding that position longer than any other Chief.

... Announced that the Elvis Festival begins this weekend starting on Thursday, June 4, and continuing throughout the weekend. The Ultimate Elvis Tribute Competition begins Friday morning at the BancorpSouth Arena. Gates for the festival will open at 6:00 p.m. for the concert in Fairpark, the same location where Elvis performed on several occasions.

... A delegation will leave City Hall on June 11 at 9:30 a.m. for their trip to Denver, Colorado, in anticipation of bringing home the fifth “All America City” award. Mayor Shelton announced that funds in excess of \$43,000 had been raised through donations by the citizens of Tupelo and will pay almost the entire cost of the trip.

... The Special Olympics Event is scheduled for June 9 beginning at 6:30 p.m. in Fairpark.

... Mayor Shelton brought some good financial news in that at this point in the fiscal year, the city’s tax revenue is up 3.81%. He stated that hopefully this trend would continue throughout this budget year so that major projects can be addressed.

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

5. PUBLIC AGENDA

5.1 PUBLIC HEARINGS

5.1.A Public Hearing regarding lot mowings

MUNICIPAL MINUTES, CITY OF TUPELO

STATE OF MISSISSIPPI

JUNE 2, 2015

Ms. Claire Herndon, a resident of Springlake, appeared before the City Council to publicly thank the Code Enforcement department for their actions taken in her neighborhood. She stated she and her husband had reported several properties to that department. These properties were adjacent to their home and were in desperate need of attention. They met several times with city code enforcement employees, and she wanted to compliment and applaud them for their integrity and efficiency in handling the situation. She further said that everyone needed to recognize these employees as experts in their field.

Ms. Leslie Mart, 707 Chester Avenue, next appeared and addressed the City Council. Ms. Mart is President of the Joyner Neighborhood Association and resides at 707 Chester Avenue. She stated their neighborhoods work closely with code enforcement employees of the city and try to follow the policies regarding various issues. She said, however, she had a problem with the tabling by the City Council of the last listing of lot mowing violations. The process is very lengthy and the tabling of a list allows many violators to take no action for almost the entire lot mowing season. She encouraged the City Council to have faith that the code enforcement staff has done its due diligence before submitting a listing for consideration to the Council and act upon each when they are submitted.

(President Bryan then closed the Public Agenda and the Council returned to the regular meeting.)

6. ACTION AGENDA

IN THE MATTER OF REVIEW/RATIFY LEASE WITH TUPELO AIRPORT AUTHORITY

At the request of legal counsel, this item will remain on the table.

7. ROUTINE AGENDA

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

On a motion by Councilman Whittington, seconded by Councilman Palmer, the council voted unanimously of those present to approve the minutes of the regular City Council meeting of Tuesday, May 19, 2015.

IN THE MATTER OF REVIEW/PAY BILLS

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

Check Nos. 130395 through 130404 (Pool Cash Fund)

MUNICIPAL MINUTES, CITY OF TUPELO

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JUNE 2, 2015

Check Nos. 316085 through 316522 (Pool Cash Fund)

Electronic Transfer as shown on the face of the docket.

Invoices as shown on the face of the docket.

Requests made by AFLAC to reimburse employees under Flex-One Plan

as shown on the face of the docket.

IN THE MATTER OF REVIEW/APPROVE APPOINTMENTS AND REAPPOINTMENT TO TUPELO
CONVENTION & VISITORS BUREAU

Mayor Shelton had submitted three names for either appointment or reappointment to the Tupelo Convention & Visitors Bureau:

Upon a motion by Councilman Whittington, seconded by Councilman Beard, the council voted unanimously of those present to approve the appointment of Ms. Stephanie Browning as the Innkeepers Association representative on the Bureau. A copy of her bio is attached to these minutes as APPENDIX A.

Upon a motion by Councilman Beard and a second by Councilman Palmer, the council voted unanimously of those present to approve the re-appointment of Mr. Chauncey Godwin as the representative of the Tupelo Restaurant Association to the Tupelo Convention & Visitors Bureau. A copy of his bio is attached to these minutes as APPENDIX B.

Upon a motion by Councilman Whittington and a second by Councilman L. Bryan, the council voted unanimously of those present to approve the appointment of Mr. David Wilson to the Civil War Center Board. Mr. Wilson will replace Mr. Dick Hill who has submitted his resignation from this Board. A copy of Mr. Wilson's bio is attached to these minutes as APPENDIX C.

MUNICIPAL MINUTES, CITY OF TUPELO

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JUNE 2, 2015

IN THE MATTER OF REVIEW/APPROVE FY2016 BUDGET CALENDAR

Upon a motion by Councilwoman Davis, seconded by Councilman Beard, the council voted unanimously of those present to approve FY2016 Budget Calendar, a copy being attached to these minutes as **APPENDIX D.**

IN THE MATTER OF REVIEW/APPROVE HOMELAND SECURITY GRANT

Terri Blissard, Grant Administrator, had submitted an award letter and grant agreement for statewide Homeland Security training coordinator services. The Mississippi Office of Homeland Security has allocated \$60,000 in grant funding for Statewide Training Coordinator William Grantham, Jr.'s salary and expenses from July 1, 2015 through June 30, 2016. Mr. Grantham has worked with our region for several years, and this award and grant agreement are essentially a continuation of previous years' grants.

Upon a motion by Councilman Whittington, seconded by Councilman Palmer, the council voted unanimously of those present to approve the Homeland Security Cooperative Agreement between the City of Tupelo and Mississippi Department of Public Safety as presented by Ms. Blissard.

IN THE MATTER OF REVIEW/APPROVE FY 2015 BUDGET REVISION #8

Upon a motion by Councilman Beard and a second by Councilman Whittington, the council voted unanimously of those present to approve FY 2015 Budget Revision #8, a copy being attached to these minutes as **APPENDIX E.**

IN THE MATTER OF REVIEW/APPROVE RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2015 VOTING DELEGATES FOR THE CITY OF TUPELO, MISSISSIPPI

Upon a motion by Councilman Whittington, seconded by Councilman Palmer, the council voted unanimously of those present to approve a Resolution Appointing Mississippi Municipal League 2015 Voting Delegates for the City of Tupelo, Mississippi, a copy being attached to these minutes and made a part hereof as **APPENDIX F.** Councilwoman Nettie Y. Davis will serve as the voting delegate with Councilmen Travis Beard and Buddy Palmer serving as first and second alternates, respectively.

IN THE MATTER OF REVIEW/APPROVE CONTRACT WITH TUPELO LEE COUNTY HUMANE SOCIETY

Upon a motion by Councilwoman Davis, seconded by Councilman Beard, the council voted unanimously of those present to approve a Contract Between the City of Tupelo, Mississippi, and Tupelo-Lee Humane Society for FY 2014-2015. Under the terms of this contract, the two parties are entering into a mutual agreement to provide animal care services within the City of Tupelo, Mississippi.

MUNICIPAL MINUTES, CITY OF TUPELO

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JUNE 2, 2015

The City will provide for a yearly budgeted sum of \$175,000.00 as approved in the annual budget by the Tupelo City Council to assist the Humane Society in carrying out its purpose. This agreement shall be for the effective term of one (1) year, from October 1, 2014 to September 30, 2015. An executed copy of this agreement is attached to these minutes and incorporated herein as APPENDIX G.

IN THE MATTER OF REVIEW/APPROVE CSPIRE FIBER TO HOME AGREEMENT

Councilman Palmer moved to table this item; the motion was seconded by Councilman Whittington and unanimously approved by a vote of those present.

IN THE MATTER OF REVIEW/APPROVE LISTING OF LOT MOWINGS FOR MAY 19, 2015

This item was tabled at the May 19, 2015, City Council meeting. Upon a motion by Councilman L. Bryan, seconded by Councilman Palmer, the council voted unanimously of those present to bring the matter off the table for consideration at this time. A public hearing had been held on this matter earlier in this meeting.

Councilman L. Bryan moved to approve a revised listing of lot mowings dated May 19, 2015, submitted by the Department of Development Services as being in such a state of uncleanness as to be a menace to public health, safety and welfare of the community, thereby authorizing the department to proceed with mowing of these properties. The motion was seconded by Councilman Palmer and unanimously passed by a vote of those present. A copy of the list is attached to these minutes as APPENDIX H.

IN THE MATTER OF REVIEW/APPROVE LISTING OF LOT MOWINGS FOR JUNE 2, 2015

Councilman L. Bryan moved to approve a listing of lot mowings dated June 2, 2015, which had been submitted by the Department of Development Services as being in such a state of uncleanness as to be a menace to public health, safety and welfare of the community, thereby authorizing the department to proceed with mowing of these properties. The motion was seconded by Councilman Palmer and unanimously passed by a vote of those present. A public hearing had been held on this matter earlier in this council meeting. A copy of the list is attached to these minutes as APPENDIX I.

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

Upon a motion by Councilman Whittington and a second by Councilman L. Bryan, the council voted unanimously of those present to accept the minutes of the Planning Committee meeting of May 4, 2015, a copy being attached to these minutes and incorporated herein as APPENDIX J.

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JUNE 2, 2015

IN THE MATTER OF REVIEW/RATIFY CONTRACT FOR JOYNER SPLASH PAD PROJECT

The bid for the Joyner Splash Pad Project in the amount of \$559,600 was awarded by the City Council to CIG Contractors, Inc. at the May 5, 2015, City Council meeting. Alex Farned, Director of the Tupelo Department of Parks and Recreation, has submitted a contract between the City and CIG Contractors, Inc., for consideration at this council meeting.

Upon a motion by Councilman L. Bryan, seconded by Councilman Whittington, the council voted unanimously of those present to ratify said contract for the Joyner Splash Pad Project, excerpts from the contract being attached to these minutes and incorporated herein as **APPENDIX K.**

IN THE MATTER OF REVIEW/APPROVE CHANGE ORDERS FOR TUPELO SRF FY13 WATER SYSTEMS IMPROVEMENTS PROJECTS

Johnny Timmons, Manager, Tupelo Water and Light Department, had submitted three change orders for the Tupelo SRF FY13 Water System Improvements Projects.

Upon a motion by Councilman Palmer, seconded by Councilman Beard, the council voted unanimously of those present for each of the following Change Orders:

- (1) Tupelo SRF FY13 Water System Improvements – Area – Beech Springs – Change Order No. 3 – This change order will add 45 days to the contract completion date of this project with a revised completion date of July 13, 2015.
- (2) Tupelo SRF FY13 Water System Improvements – Area 2 North – Indian Hills – Change Order No. 1 – This change order will add 60 days to the contract completion date of this project with a revised completion date of July 28, 2015.
- (3) Tupelo SRF FY13 Water System Improvements – Area 2 South – Deer Park – Change Order No. 2 – This change order will add 60 days to the contract completion date of this project with a revised completion date of August 11, 2015.

Copies of these change orders are attached to these minutes and made a part hereof as **APPENDIX L.**

IN THE MATTER OF REVIEW/APPROVE ENGINEERING CONTRACT WITH CIVIL-LINK , LLC, FOR SHARON HILLS DRAINAGE PROJECT

Upon a motion by Councilman Whittington, seconded by Councilman L. Bryan, the council voted unanimously of those present to approve a Letter Agreement between Civil-Link, LLC, and the City of Tupelo, Mississippi, to provide professional engineering design phase and bidding/contracting phase services for the Sharon Hills Drainage Improvements Project. An executed copy of this agreement

MUNICIPAL MINUTES, CITY OF TUPELO

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setting forth terms of the same is attached to these minutes and incorporated herein as APPENDIX M.

IN THE MATTER OF REVIEW/APPROVE SURPLUS PROPERTY

Kim Hanna, Chief Financial Officer, had submitted a request to the Mayor and City Council that a city iPhone belonging to Jennie Bradford Curlee is not functioning properly and asking permission to surplus this asset. This item will be traded in at C-Spire for a new phone. The old phone (Asset #15629,S/N F17KFBNYF8GH) was purchased for \$184.98 in FY 2013 and C-Spire will allow the city to swap evenly for a new iPhone 6 valued at \$669.99. Upon a motion by Councilman Beard, seconded by Councilman L. Bryan, the council voted unanimously of those present to approve the request to surplus this item and make the swap with C-Spire as requested by Ms. Hanna.

IN THE MATTER OF REVIEW/APPROVE KELLEX DIP GRANT AGREEMENT

Upon a motion by Councilman Whittington, seconded by Councilman Palmer, the council voted unanimously of those present to approve a Grant Agreement between the Mississippi Development Authority and the City of Tupelo, Mississippi, in regard to the Kellex DIP (Development Infrastructure Program) project. The grant is for \$250,529, which will fund roof repairs. MDA requires a one-to-one match for the project plus an additional 10% local investment match. The grant will pass through the city, but the match and local investment will come from Kellex Corporation. A memorandum of understanding between the City of Tupelo and Kellex Corporation outlining these terms was approved by the City Council at their April 21, 2015, regular meeting. Among the requirements of the DIP agreement with Kellex is the creation of 75 full-time (or full-time equivalent) jobs at the local Kellex facility within two years of completion of the infrastructure improvements.

An executed copy of the Grant Agreement between the Mississippi Development Authority and the City of Tupelo, Mississippi, is attached to these minutes and incorporated herein as APPENDIX N.

IN THE MATTER OF REVIEW/AWARD/REJECT BID FOR NORTH GLOSTER AND NORTH GREEN STREET SIDEWALK CONSTRUCTION PROJECT

Upon a motion by Councilwoman Davis, seconded by Councilman Beard, the council voted unanimously of those present to award the bid for Project No. STP-0430-00(019), LPA 106680/701/000, North Gloster & North Green Street Sidewalk Construction Project to Prairie Construction, LLC, of Tupelo, Mississippi, as the low bidder, pending Mississippi Department of Transportation approval. The low bid submitted by Prairie Construction, LLC, is in the amount of \$651,902.99. The bid was recommended by Engineering Solutions, Inc. and John Crawley, City Engineer. A copy of the bid package is attached to these minutes and made a part hereof as APPENDIX O.

MUNICIPAL MINUTES, CITY OF TUPELO

STATE OF MISSISSIPPI

JUNE 2, 2015

8. STUDY AGENDA

No items to be considered.

9. EXECUTIVE SESSION

IN THE MATTER OF EXECUTIVE SESSION

Upon a motion by Councilman Palmer and a second by Councilman Whittington, the council voted unanimously of those present to close the regular meeting to determine the need for an executive session.

Upon a motion by Councilwoman Davis, seconded by Councilman Beard, the council voted unanimously of those present to go into executive to discuss the matter of pending litigation.

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

10. ADJOURNMENT

There being no further action to come before the City Council, upon a motion by Councilman L. Bryan and a second by Councilman Palmer, the council voted unanimously of those present to adjourn the regular meeting at 7:00 p.m.

PRESIDENT

ATTEST:

CLERK OF THE COUNCIL

APPROVED:

MAYOR

1.3

Memo

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

From: Terri Blissard, Grant Administrator

Date: June 10, 2015 JB

Re: Homeland Security Training Coordinator Contract

Please find attached a contract with Mississippi Homeland Security Task Force Statewide Training Coordinator William Grantham, Jr. The contract is for Grantham's salary and expenses for a one-year period beginning July 1, 2015. The scope of work remains the same as in previous years.

Funding for the contract comes from Homeland Security Grant 14HS366T, which was approved by the Council at its June 2 meeting.

**Mississippi Task Force Statewide Training Coordinator Agreement
City of Tupelo (Mississippi Task Force 1) and WMG Consulting, LLC**

This agreement is made between the Mississippi Task Forces, an agency of the City of Tupelo, and WMG Consulting, LLC, an independent contractor for training coordination, asset management and planning services for the Mississippi Office of Homeland Security (MOHS) and the Mississippi Task Forces.

Whereas, the City of Tupelo has been awarded a grant from the Mississippi Office of Homeland Security for exercise planning services for Mississippi Task Forces, WMG Consulting, LLC, will provide such services as outlined in the scope of work and within the guidelines issued by the Mississippi Office of Homeland Security for a total sum of \$60,000.00 at \$5,000.00 (Five thousand dollars) per month, which includes travel expenses associated with conducting official business of Mississippi Task Forces.

Contract Period:

This contract shall be valid from the date of approval of all parties to the end of the grant period (July 1, 2015 through June 30, 2016). In no case shall this contract extend beyond any grant period allocated for the team planner and/or a period in which grant funds are not allocated.

Scope of Work:

WMG Consulting, LLC, will provide consulting services to an Exercise Coordinator, training coordination and Policy/Operational Guidance Developer for the Mississippi Task Forces. The scope of work will include asset management, training coordination for all Task Forces, planning, scheduling, and developing/designing, execution, coordination and tracking of After Action Corrections for up to five (5) Task Force Exercises per contract year. All exercises shall be developed and executed in accordance with the U.S. Department of Homeland Security Exercise & Evaluation Program. During exercises, WMG Consulting, LLC, assume the role of Exercise Coordinator and Evaluator. WMG Consulting, LLC, shall ensure that Task Force Leaders utilize ICS & NIMS during all exercises and assist with the development of an Incident Support Team (IST) within the Mississippi Task Forces. Within the confines of this agreement, WMG Consulting, LLC, could be deployed during real world events involving Mississippi Task Forces if deemed necessary. WMG Consulting, LLC, will provide consulting services to provide training evaluations and outline required training programs. Final Draft copies of these documents, in both electronic and hard copy form are due to MOHS no later than June 30, 2016, in order to receive final payment on this agreement.

1. Attend Monthly Planning Meetings in MOHS Office or where assigned.
2. Training Coordination for MS. Task Forces.
3. Aid in Asset Management.
4. Other Duties as Assigned.

Modification:

This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or State revision of any applicable laws or regulations make changes in this agreement necessary.

Property Rights:

Any property purchased under this agreement shall become the property of Mississippi Task Forces for exclusive use by Mississippi Task Forces. Any items purchased must be in accordance with the training grant and approved by the Mississippi Task Force Leader. Any documents, materials, handouts, concepts and ideas developed during for the Mississippi Task Forces shall be the property of Mississippi Task Forces for use and distribution as necessary. WMG Consulting, LLC, may use any documents, materials, handouts, concepts, and ideas developed for Mississippi Task Force 1 for the basis of other consulting matters.

Compensation:

Compensation for services shall be paid as described in the Scope of Work. Unless otherwise approved, this agreement is for the minimal services as provided in the scope of work. WMG Consulting, LLC, shall be responsible for the providing of expenses above his/her contract fees.

The contractor shall bill City of Tupelo once a month for fees. The total sum of the contract shall be billed to City of Tupelo on an equal monthly basis.

Copies, supplies and other planning related materials shall be supplies by Mississippi Task Forces as allowed fund grant funds.

Termination:

Unless otherwise requested, this agreement shall be terminated upon satisfactory completion of all work proposed by WMG Consulting, LLC, or on the date noted above. This agreement may be terminated by either party within thirty (30) days notice in writing by the requesting party.

Indemnification:

To the fullest extent of the law, WMG Consulting, LLC, shall indemnify, defend, save and hold harmless, protect, and exonerate Mississippi Task Forces, and the City of Tupelo, officers, employees, agents and representatives, from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fee, arising out of or caused by WMG Consulting, LLC, and/or its partners, principals, agents employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, WMG Consulting, LLC, may be allowed to control the defense of any such claim, suit, etc. In the event WMG Consulting, LLC, defends said Claim, suit, etc., WMG Consulting, LLC, shall use legal counsel

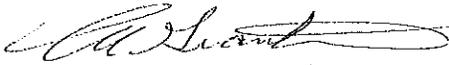
acceptable to the City; WMG Consulting, LLC, shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. WMG Consulting, LLC, shall not settle any claim, suit, etc. with the City's concurrence, which the City shall not unreasonable withhold.

Each party to this agreement acknowledges that no representations have been made or shall be made which are not contained in here within and that any other agreement, assurance, or statement shall be invalid and not binding. This agreement may not be amended orally and may only be modified in writing, signed by WMG Consulting, LLC, and representatives of Mississippi Office of Homeland Security and City of Tupelo.

Read and Agreed to:

WMG Consulting, LLC,
William Grantham

Date: July 1, 2015



City of Tupelo
Jason L. Shelton, Mayor

Date:

**Mississippi Task Force Statewide Training Coordinator Agreement
City of Tupelo (Mississippi Task Force 1) and WMG Consulting, LLC**

This agreement is made between the Mississippi Task Forces, an agency of the City of Tupelo, and WMG Consulting, LLC, an independent contractor for training coordination, asset management and planning services for the Mississippi Office of Homeland Security (MOHS) and the Mississippi Task Forces.

Whereas, the City of Tupelo has been awarded a grant from the Mississippi Office of Homeland Security for exercise planning services for Mississippi Task Forces, WMG Consulting, LLC, will provide such services as outlined in the scope of work and within the guidelines issued by the Mississippi Office of Homeland Security for a total sum of \$60,000.00 at \$5,000.00 (Five thousand dollars) per month, which includes travel expenses associated with conducting official business of Mississippi Task Forces.

Contract Period:

This contract shall be valid from the date of approval of all parties to the end of the grant period (July 1, 2015 through June 30, 2016). In no case shall this contract extend beyond any grant period allocated for the team planner and/or a period in which grant funds are not allocated.

Scope of Work:

WMG Consulting, LLC, will provide consulting services to an Exercise Coordinator, training coordination and Policy/Operational Guidance Developer for the Mississippi Task Forces. The scope of work will include asset management, training coordination for all Task Forces, planning, scheduling, and developing/designing, execution, coordination and tracking of After Action Corrections for up to five (5) Task Force Exercises per contract year. All exercises shall be developed and executed in accordance with the U.S. Department of Homeland Security Exercise & Evaluation Program. During exercises, WMG Consulting, LLC, assume the role of Exercise Coordinator and Evaluator. WMG Consulting, LLC, shall ensure that Task Force Leaders utilize ICS & NIMS during all exercises and assist with the development of an Incident Support Team (IST) within the Mississippi Task Forces. Within the confines of this agreement, WMG Consulting, LLC, could be deployed during real world events involving Mississippi Task Forces if deemed necessary. WMG Consulting, LLC, will provide consulting services to provide training evaluations and outline required training programs. Final Draft copies of these documents, in both electronic and hard copy form are due to MOHS no later than June 30, 2016, in order to receive final payment on this agreement.

1. Attend Monthly Planning Meetings in MOHS Office or where assigned.
2. Training Coordination for MS. Task Forces.
3. Aid in Asset Management.
4. Other Duties as Assigned.

Modification:

This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or State revision of any applicable laws or regulations make changes in this agreement necessary.

Property Rights:

Any property purchased under this agreement shall become the property of Mississippi Task Forces for exclusive use by Mississippi Task Forces. Any items purchased must be in accordance with the training grant and approved by the Mississippi Task Force Leader. Any documents, materials, handouts, concepts and ideas developed during for the Mississippi Task Forces shall be the property of Mississippi Task Forces for use and distribution as necessary. WMG Consulting, LLC, may use any documents, materials, handouts, concepts, and ideas developed for Mississippi Task Force 1 for the basis of other consulting matters.

Compensation:

Compensation for services shall be paid as described in the Scope of Work. Unless otherwise approved, this agreement is for the minimal services as provided in the scope of work. WMG Consulting, LLC, shall be responsible for the providing of expenses above his/her contract fees.

The contractor shall bill City of Tupelo once a month for fees. The total sum of the contract shall be billed to City of Tupelo on an equal monthly basis.

Copies, supplies and other planning related materials shall be supplies by Mississippi Task Forces as allowed fund grant funds.

Termination:

Unless otherwise requested, this agreement shall be terminated upon satisfactory completion of all work proposed by WMG Consulting, LLC, or on the date noted above. This agreement may be terminated by either party within thirty (30) days notice in writing by the requesting party.

Indemnification:

To the fullest extent of the law, WMG Consulting, LLC, shall indemnify, defend, save and hold harmless, protect, and exonerate Mississippi Task Forces, and the City of Tupelo, officers, employees, agents and representatives, from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fee, arising out of or caused by WMG Consulting, LLC, and/or its partners, principals, agents employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, WMG Consulting, LLC, may be allowed to control the defense of any such claim, suit, etc. In the event WMG Consulting, LLC, defends said Claim, suit, etc., WMG Consulting, LLC, shall use legal counsel

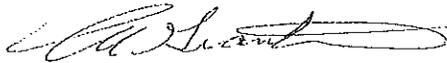
acceptable to the City; WMG Consulting, LLC, shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. WMG Consulting, LLC, shall not settle any claim, suit, etc. with the City's concurrence, which the City shall not unreasonable withhold.

Each party to this agreement acknowledges that no representations have been made or shall be made which are not contained in here within and that any other agreement, assurance, or statement shall be invalid and not binding. This agreement may not be amended orally and may only be modified in writing, signed by WMG Consulting, LLC, and representatives of Mississippi Office of Homeland Security and City of Tupelo.

Read and Agreed to:

WMG Consulting, LLC,
William Grantham

Date: July 1, 2015



City of Tupelo
Jason L. Shelton, Mayor

Date:

7.4

Memo

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

From: Terri Blissard *TB*

Date: June 10, 2015

Re: Amendment to Feb. 12 MOA between TPSD and City of Tupelo

On February 12, 2015, the City of Tupelo and the Tupelo Public School District executed a memorandum of agreement regarding a MEMA grant project for three storm shelters at city schools (Joyner, Thomas Street, and Carver). The MOA named the City of Tupelo as the grant recipient on behalf of TPSD due to the fact that under the terms of the 2010 regional hazard mitigation plan, school districts are not eligible grant recipients for MEMA projects.

Please find attached an amendment to the original MOA for the purpose of adding a fourth storm shelter project to the agreement. The fourth shelter will be located at Tupelo High School.

The terms of the MOA are otherwise the same: the City shall serve as grant recipient and pass grant funds through to TPSD, but in all other aspects of the grant project, TPSD bears full responsibility.

AMENDMENT TO MEMORANDUM OF AGREEMENT

THIS AMENDMENT TO MEMORANDUM OF AGREEMENT, entered into as of the ____ day of June, 2015, by and between the **CITY OF TUPELO, MISSISSIPPI**, a political subdivision of the State of Mississippi acting by and through its Mayor and City Council (“City”), and the **TUPELO PUBLIC SCHOOL DISTRICT**, a political subdivision of the State of Mississippi acting by and through its Board of Trustees (“District”);

WITNESSETH:

WHEREAS, the City and the District entered into a Memorandum of Agreement dated as of February 12, 2015 (“MOA”), pursuant to which the City agreed to assist the District by acting as a sub-grantee for the sole purpose of accepting grant reimbursements from the Mississippi Emergency Management Agency (“MEMA”) as part of the Hazard Mitigation Grant Program (“HMGP”) of the Federal Emergency Management Agency (“FEMA”) and remitting the reimbursements to the District to construct certain “safe room” shelters (the “TPSD Projects”); and

WHEREAS, the District wishes to add to the list of “TPSD Projects” listed in the MOA a safe room shelter at the Tupelo High School Campus, and the City is willing to assist the District by acting as a sub-grantee for that project;

NOW, THEREFORE, in consideration of the premises and of the mutual understandings and agreements expressed herein, and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Inclusion of Tupelo High School Safe Room.** The MOA is hereby amended to add to the list of projects defined there in as “TPSD Projects” the constructing and equipping of a “safe room” shelter on the campus of Tupelo High School, with such project to be described as “Tupelo High School Safe Room Project (MEMA HGMP 1604-527).”

2. **No Other Changes.** All other terms and provisions of the MOA shall remain in effect and unchanged.

IN WITNESS WHEREOF, the City and the District by action of their governing authorities have caused this Amendment to Memorandum of Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF TUPELO

By: Jason L. Shelton, Mayor

TUPELO PUBLIC SCHOOL DISTRICT

By: Gearl Loden, Superintendent

AMENDMENT TO MEMORANDUM OF AGREEMENT

THIS AMENDMENT TO MEMORANDUM OF AGREEMENT, entered into as of the ____ day of June, 2015, by and between the **CITY OF TUPELO, MISSISSIPPI**, a political subdivision of the State of Mississippi acting by and through its Mayor and City Council (“City”), and the **TUPELO PUBLIC SCHOOL DISTRICT**, a political subdivision of the State of Mississippi acting by and through its Board of Trustees (“District”);

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2. **No Other Changes.** All other terms and provisions of the MOA shall remain in effect and unchanged.

IN WITNESS WHEREOF, the City and the District by action of their governing authorities have caused this Amendment to Memorandum of Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF TUPELO

By: Jason L. Shelton, Mayor

TUPELO PUBLIC SCHOOL DISTRICT

By: Gearl Loden, Superintendent

#1.5

Memo

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

From: Terri Blissard

Date: June 11, 2015

Re: Resolution to Apply for Urban & Community Forestry Grant

I would like to request your permission to apply for a \$20,000 Urban & Community Forestry grant on behalf of the City of Tupelo.

This grant is offered by the Mississippi Forestry Commission. The Public Works Department proposes to use the funding, if awarded, to hire a consulting firm (Plan-It Geo, LLC, of Arvada, Colorado) to manage a GIS-based tree canopy inventory and assessment and to develop a tree maintenance plan for the City.

The grant requires a one-to-one match, and Public Works proposes to use the value of seventy 3.5" caliper trees from the tree farm to fulfill the match requirement. The trees will be planted in City rights-of-way over the course of a twelve-month period.

Please let me know if you have any questions about the proposed project or the grant program.

RESOLUTION

AUTHORIZATION TO SUBMIT URBAN & COMMUNITY FORESTRY GRANT APPLICATION

WHEREAS, the Mississippi Forestry Commission has allocated a limited amount of grant funding to award to eligible entities for projects designed to create and support long-term and sustained urban and community forestry programs in Mississippi; and

WHEREAS, the City of Tupelo is an entity eligible to apply for such funding; and

WHEREAS, the City of Tupelo desires to apply for \$20,000 in Urban & Community Forestry Grant funding to conduct a tree canopy inventory and develop a tree maintenance plan for the City; and

WHEREAS, the City of Tupelo agrees to adhere to the objectives and requirements set forth by the Mississippi Forestry Commission, if Urban & Community Forestry funding is awarded to and subsequently accepted by the City of Tupelo; and

WHEREAS, the City of Tupelo acknowledges and agrees to the one-to-one match required for Urban & Community Forestry funding, if funding is awarded to and subsequently accepted by the City of Tupelo;

NOW, THEREFORE, the Mayor and the City Council hereby authorize the submittal of an application to the Mississippi Forestry Commission for Urban & Community Forestry grant funding.

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

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

Councilman T. Beard	_____	Councilman W. Jennings	_____
Councilman L. Bryan	_____	Councilman B. Palmer	_____
Councilman M. Bryan	_____	Councilman M. Whittington	_____
Councilwoman N. Davis	_____		

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 16th day of June 2015.

CITY OF TUPELO, MISSISSIPPI

By: _____

Mike Bryan, Council President

ATTEST:

Glenda Muse, Council Clerk

APPROVED:

By: _____

Jason L. Shelton, Mayor

ATTEST:

Kim Hanna, City Clerk

#7.6



Tupelo Police Department

Chief Bart Aguirre

Memorandum

To: City Council Members
From: Chief Bart Aguirre
Subject: Surplus and Trade
CC: Mayor Shelton, Don Lewis
Date: June 2, 2015

Please accept this letter as request to surplus fixed asset weapons for trade for Ruger Rifles. Weapons to be surplusd are listed below:

- 1) Ithaca Model 37 12ga shotgun serial # 371171221
- 2) Ithaca Model 37 12ga shotgun serial # 371123431
- 3) Ithaca Model 37 12ga shotgun serial # 371171898
- 4) Ithaca Model 37 12ga shotgun serial # 371171948
- 5) Beretta 92F 9mm serial # BER103125Z
- 6) Beretta 92F 9mm serial # BER103127Z
- 7) Beretta 92F 9mm serial # BER103126Z
- 8) Beretta 92F 9mm serial # BER097493Z
- 9) Beretta 92F 9mm serial # F32426Z
- 10)Smith & Wesson Model 66 serial # AVC5645
- 11) Smith & Wesson Model 66 serial # ACS7231
- 12) Glock serial # AHC019
- 13) Ithaca Model 37 12ga shotgun serial # 371182805
- 14) Glock serial # CMH500
- 15) Glock 22 serial # CSS228
- 16) Glock 22 serial # LMT658
- 17) Rossi 38 Revolver serial # W048030
- 18) Ithaca Model 37 12ga shotgun serial # 371171883
- 19) Ithaca Model 37 12ga shotgun serial # 371171941
- 20) Smith & Wesson Model 36 serial # J268963
- 21) Ruger MK II Stainless serial # 222-88808
- 22) Glock Model 23 Cal 40 serial # AGU760

Thank you for your attention in this matter,

Bart Aguirre
Chief of Police

GRENADA GOLD-N-GUN, LLC

Aiming to please

4190 Commerce St

Grenada, MS 38901

Tel: (662) 227-9479

Fax: (662) 227-9400

QUOTE

DATE:

5/26/2015

VALID UNTIL:

6/25/2015

To: CITY OF TUPELO PD
ATTENTION: Don Bennett
donbennett@tupeloms.gov
Tel: (662) 871-6497
Fax: (662) 841-6555

MFG/ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
RUGER/5819	Mini 14 Tactical 16" stnls 223/556 s/a rifle w/black synthetic stock	7	\$745.00	\$ 5,215.00
TRADE MISC	7-Ithaca 18.5" 12ga pump shotgun 2-S&W mod 66 stnlas revolvers Berettas mod 92 pistols 4- Glock mod 22 40ca pistols 1-Glock mod 23 pistols 1-S&W mod 36 revolver 1-Rossi mod 68 2" stnls revolver 1-Ruger MKII target 22lr pistol	5- 1	 (\$4,720.00)	 \$ (4,720.00)
			TOTAL:	\$ 495.00

Govt Agency pricing does not include sales tax or FET, where applicable. Prices are due and payable NET 30 days. Trade-in pistols must be in good, serviceable working order. Deductions will be made if trade-ins are damaged or not as specified. Trade-in or exchanged pistols must be complete with three magazines, working night sights, grips, & in original box, unless otherwise noted. Trade-in or exchanged pistols must be delivered to Grenada Gold-n-Gun, LLC within 30 days after receipt of new Glocks, unless other arrangements have been made and approved. USE FACTORY AMMUNITION ONLY.

Sincerely,

Dana Coleman

Dana Coleman, owner

Carr's Guns
594 CR 811
Saltillo, MS 38866
662-842-1999

QUOTE

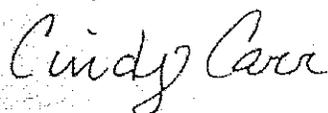
Date: 4-9-2015

QTY	Description	Unit Price	Total Price
	Trade In	(\$4100.00)	(\$4100.00)
	7-Ithaca Model 37 12 ga		
	1 S&W Model 36		
	1 Rossi Model 68		
	1 S&W Model 66		
	1 Ruger MKII Target		
	1 Glock Model 23		
	4 Glock Model 22		
	5 Beretta model 92		
7	Ruger Mini 14 Tactical MODEL G5819Z	\$805.00	\$5635.00

Total Due \$1535.00

Net 30 terms upon approval

Cindy Carr



7,7

TELECOMMUNICATIONS FRANCHISE AGREEMENT

BETWEEN

THE CITY OF _____, MISSISSIPPI

AND

TELEPAK NETWORKS, INC.

May _____, 2014

The City of _____, Mississippi, a Mississippi municipal corporation ("City"), and Telepak Networks, Inc., d/b/a C Spire Fiber, a Mississippi corporation ("Telepak"), enter into this Telecommunications Franchise Agreement ("Agreement") as of May _____, 2014 (the "Agreement Date"). City and Telepak are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

UNDERSTANDING

- A. Telepak has applied for a franchise from the City for the purposes of laying, constructing, maintaining, replacing, repairing, and operating a Telecommunications system (as defined herein) which may be used to provide Telecommunications Service (as defined herein), Video Services (as defined herein), and/or Other Services (as defined herein) to customers located in the City as determined by Telepak.
- B. Telepak has provided the Mayor and Board of Aldermen with a franchise proposal, which the City, its representatives and Telepak have discussed and adjusted in accordance with the needs and interests of the City and its citizens, taking into account the costs.
- C. The Board of Aldermen, after evaluating Telepak's final proposal in the form of this Agreement, and after hearing the comments of interested parties, has determined that Telepak has the financial, legal and technical ability to fulfill the obligations under this Agreement. The City has further determined that it will serve the public interest to grant Telepak a franchise on the terms and conditions of this Agreement.

Based on the above understanding, the Parties enter into this Agreement.

AGREEMENT

SECTION DEFINITIONS

1. Definitions.

For the purpose of this Agreement, the following terms, phrase, words, and abbreviations shall have the following meanings:

“**Affiliates**” means an entity which, owns or controls, is owned or controlled by, or is under common ownership with Telepak.

“**Agreement**” means this Telecommunications Franchise Agreement, as amended.

“**Agreement Date**” means May _____, 2014.

“**Basic Video Services Tier**” means the Video Services tier which includes the retransmission of local television broadcast signals and which is also the tier to which the largest number of Subscribers are currently purchasing.

“**Facilities**” means all fiber optic wires, poles, wires, telecommunications, amplifiers, electronics, transmission and reception equipment, pedestals, towers, dishes, supporting hardware, and related equipment and fixtures necessary and desirable to construct and maintain the Telecommunications System and to provide Services (as defined herein) under this Agreement.

“**FCC**” means Federal Communications Commission.

“**Franchise**” means an initial authorization or renewal issued by the City whether such authorization is designed as an agreement, franchise, permit, license, resolution, contract, certificate or otherwise, which authorizes the construction and operation of the Telecommunications System for the purpose of offering Services to Subscribers.

“**Gross Revenues**” means any revenue derived by Telepak from the operation of the Telecommunications System to provide Telecommunications Services and Video Services to Subscribers in the Service Area, adjusted for non-payment. Gross Revenues shall include Video Services fees for Telepak’s Basic Video Services Tier and Telecommunications Services fees for Telepak’s local calling plan offering. The term Gross Revenues shall not include any taxes on services furnished by Telepak or franchise fees imposed by any municipality, state, or other governmental unit and collected by Telepak for such governmental unit.

“**Other Services**” means services lawfully provided by Telepak in the Service Area in addition to Telecommunications Service and Video Services, including, without limitation, private

network services, broadband services, internet access services, voice mail, call waiting, call forwarding, and distance learning services.

“PEG Access” means the public, educational and governmental access to a channel on the Telecommunications System dedicated by Telepak to the City under this Agreement.

“Person” means an individual, partnership, association, joint stock company, trust, corporation, limited liability company, or governmental entity.

“Public Way” means the surface of, and the space above and below, any public street, highway, bridge, alley, sidewalk, easement or other public right-of-way, including, without limitation, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses held by the City in the Service Area.

“Services” collectively refers to Telecommunications Services, Other Services and Video Services. A minimum of one gigabit per second (1 Gbps) capacity via fiber optic cable must be included as a part of any services provided.

“Service Area” means the areas of the City where subscribers are reasonably accessible from the distribution network of the Telecommunications system.

“Subscribers” means a Person who lawfully receives Services with Telepak’s express permission.

“Telecommunications Service” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of facilities used.

“Telecommunications System” means Telepak’s Facilities, consisting of a set of closed transmission fiber optic paths and associated signal generation, reception, and control equipment or other communication equipment that is designed to provide Services to Subscribers.

“Telepak” means Telepak Networks, Inc., or its lawful successor or assigns.

“Video Services” means the one-way transmission to Subscribers within the City of video programming (programming provided by, or generally considered comparable to programming provided by, a television broadcast station) or other programming services (information that Telepak makes available to all Subscribers generally).

SECTION II – GRANT OF FRANCHISE

I. Grant.

The City grants to Telepak a non-exclusive franchise authorizing Telepak to construct and operate a Telecommunications System in the Public Ways and to offer Services within the Service Area. Subject to the terms of this Agreement and applicable law, Telepak may erect, install, construct, operate, maintain, repair, replace, expand, and reconstruct its Telecommunications System in any Public Way.

2. Term.

The Franchise granted under this Agreement shall be for an initial term of twenty-five (25) years from the Agreement Date, unless otherwise lawfully terminated (the “Initial Term”). To the extent permitted by law, aAt the end of the Initial Term this Agreement shall automatically renew for two (2) consecutive periods of ten (10) years (each a “Renewal Term”) unless Telepak gives the City notice of its intention not to renew at least six (6) months prior to the Initial Term or any Renewal Term. The Initial Term and any Renewal Term(s) are sometimes collectively referred to herein as the “Term.” At the end of the Term either Party may commence negotiations for a renewal of the Franchise by giving the other Party written notice not more than two (2) years prior to the end of the Term.

SECTION III – SYSTEM CONSTRUCTION

1. System Construction.

(a) When Telepak wishes to construct a portion of its Telecommunications System it shall provide City with written notice thereof along with drawings of the proposed locations of its Facilities (“Construction Notice”). The City shall have five (5) business days from its receipt of the Construction Notice to notify Telepak of any issues, else the Construction Notice shall be deemed approved and Telepak may thereafter begin construction. If the City notifies Telepak of any issues with the Construction Notice within the five (5) business day period, the Parties shall promptly meet (no more than five (5) business days later) to discuss the requested adjustments to Telepak’s construction plans and work in good faith to resolve any issue within five (5) business days of their first meeting. Thereafter, Telepak will deliver to the City a revised Construction Notice reflecting the agreed upon changes to its construction plans and from that point Telepak shall be permitted to move forward with its construction. The foregoing shall constitute the permitting/approval process for Telepak’s Facilities notwithstanding any other City ordinances. The City shall not charge Telepak any permitting fees of any kind during the Term.

(b) Upon completion of any construction of the Telecommunications System during the Term, Telepak shall provide the City with as built drawings of Telepak’s current Telecommunications System. The City agrees that Telepak is under no obligation to build its Facilities to cover the entire City, to serve any particular Person located in the City, or otherwise. The decision of when and where to construct its Facilities is solely within the discretion of Telepak as is the determination of what Services to provide during the Term.

(c) Within ten (10) days of the Agreement Date the City provide Telepak with written notice of one Person to be Telepak’s point of contact during the Terms of this Agreement (the “Project Manager”). The Project Manager shall have the authority to approve Construction Notices and to otherwise deal with Telepak under the terms of this Agreement. The Project Manager may be changed by the City at any time upon ten (10) days prior written notice to Telepak.

2. Conditions on Commencement of Upgrading.

The City acknowledges that Telepak has based its plans and cost estimates on reasonable access to Public Ways, poles, conduits, Subscriber premises, and other space for Telepak’s Facilities. Telepak reserves the right to adjust its construction plans and timing or rescind this Agreement in the event that Telepak faces substantial interference or delay in such access. Throughout the Term of this Agreement, Telepak shall be entitled expand and upgrade its Telecommunications System as it deems reasonably necessary. *In addition, City will allow Telepak access to poles owned by City at no cost for the purpose of attaching its Facilities, provided there is room for such pole attachments and Telepak pays for the costs of installation, removal, and maintenance of its Facilities on such City owned poles.*

SECTION IV – PUBLIC, EDUCATION AND GOVERNMENT ACCESS CHANNEL

1. PEG Access Channel.

At any time after the completion of the initial construction of the Telecommunications System under Section III(1), the City may request Telepak to provide the City one (1) video channel for noncommercial PEG Access use. Telepak shall provide the PEG Access channel within one hundred and eighty (180) days of City's request.

2. Regulation of PEG Access Channel.

The City shall establish reasonable regulations governing use by the public of the PEG Access channel and the content broadcast over the channel. Telepak shall have the right to prohibit the broadcast of inappropriate or illegal programming over the channel in its sole reasonable discretion and in accordance with applicable law. The City shall be solely responsible for all costs, expenses, and equipment necessary for and related to producing or transmitting content over the PEG Access channel. Telepak shall have no obligation, financial or otherwise, other than the obligation to provide access to one video channel for noncommercial PEG Access use.

3. Return of PEG Access Capacity to Telepak.

In the event that unused capacity exists on the PEG Access channel, Telepak may request the City to return that capacity to Telepak for Telepak's use. The City shall not unreasonably deny such request.

SECTION V – REGULATION BY THE CITY

1. Franchise Fee.

(a) Telepak shall pay to the City a Franchise fee equal to the lesser of: (i) five percent (5%) of Gross Revenues received by Telepak from sale of the Basic Video Services Tier to Subscribers within the City; or (ii) the lowest percentage payable by a third party provider of Video Services to Subscribers within the City.¹

(b) Telepak shall also pay to the City a Franchise fee equal to two percent (2%) of Gross Revenues received by Telepak from the sale of Telecommunications Services (local calling plan only) to Subscribers within the City.

(c) The Franchise fee payments set forth in (a) and (b) above shall be computed quarterly as of the last day of March, June, September, and December of each year, and shall be due and payable sixty (60) days after the close of each quarter. Each payment shall be accompanied by a brief report from Telepak showing the basis for the computation. Each payment must be received by the City on the due date. Telepak shall pay City an additional charge of one percent (1%) per month, for each month the total amount due to the City is not received by City by the due date.

(d) All amounts paid shall be subject to audit by City no more than once each calendar year upon at least ten (10) business days prior written notice to Telepak. If any audit reveals an underpayment by Telepak of five percent (5%) or more during any annual audit period, Telepak shall be responsible for City's reasonable out of pocket costs associated with the audit. Any underpayments shall be paid to City within ten (10) business days after notification to Telepak.

2. Transfer of Franchise.

Telepak must notify the City not less than sixty (60) days prior to any proposed sale or transfer of this Franchise. Telepak shall not sell, assign, transfer or dispose of its interest in the Franchise or the Agreement without the prior written consent of the City, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Telepak may assign this Agreement to a purchaser of its voting stock or all or substantially all of its assets without consent but with written notice of City.

¹ City will cooperate with Telepak to determine the lowest rate payable by other providers of Video Services to Subscribers in the City prior to execution of this Agreement.

SECTION VI – OPERATIONAL STANDARDS

1. Condition of Street Occupancy.

Telepak shall install all Facilities so as to minimize interference with the proper use of Public Ways, public Utilities and with the rights and reasonable convenience of City and property owners whose property adjoins any Public Ways. Telepak will comply with Section 77-13-1 et seq. of the Mississippi Code of 1972, as amended (“Mississippi One Call” statute). Telepak will not locate the City’s utility lines or those of any third party. Upon completion of any Facilities, Telepak will furnish an as built drawing of the Facilities located within the City to the City.

2. Restoration of Public Ways.

Telepak shall restore any disturbance it causes to any Public Way to a condition reasonably comparable to the condition of the Public Way existing before the disturbance.

3. Relocation at Request of City.

After receipt of at least ninety (90) days prior written notice, Telepak shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of Telepak when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewer, drains, gas or water pipes, or any other type of structures or improvements by the City. Telepak shall in all cases have the right to abandon its property.

4. Relocation at Request of Third Party.

On the request of any Person holding a building construction or moving permit issued by the City, Telepak shall temporarily relocate its Facilities to permit the construction or moving of such building, provided: (a) the expenses of such temporary relocation is paid by the requesting Person; and (b) Telepak receives at least ninety (90) days prior written notice to arrange for such temporary relocation.

5. Trimming of Trees and Shrubbery.

Telepak shall have the authority to trim trees or natural growth on Public Ways which may effect its Telecommunications system in the Service Area to prevent interference with Telepak’s Facilities. Telepak shall reasonably compensate the City or property owner for any damages caused by such trimming, or shall reasonably replace all trees or shrubs damaged and otherwise restore any other damage caused by or resulting from its activities.

6. Technical Standards.

Telepak shall install, operate, and maintain the Telecommunications System in a good and workmanlike manner, free from defects in material and workmanship, and in accordance with applicable FCC regulations. Telepak shall install its aerial facilities, if any, in accordance with requirements of the National Electric Safety Code in effect on the Agreement Date, and in such manner that they will not unreasonably interfere with installations of the City or of a public utility serving the City.

SECTION VII – COMPLIANCE AND MONITORING

Once per calendar year during the Term of this Agreement and upon not less than thirty (30) business days' notice to Telepak, City may review Telepak's books and records pertaining to the Telecommunications System and the provision of Telecommunications Service within the Service Area at Telepak's business office during normal business hours and on a nondisruptive basis, as is reasonably necessary to monitor compliance with the terms of this Agreement. Telepak shall not be required to disclose information that is reasonably deemed to be proprietary or confidential. The City agrees to treat any information disclosed by Telepak as confidential and only to disclose it to employees, representatives, and agents that have a need to know.

SECTION VIII – INSURANCE

Telepak shall maintain in full force and effect during the Term of this Agreement, comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury, and property damages. Prior to commencing construction of the Telecommunications System, Telepak shall provide the City with a certificate of insurance designating it as an additional insured. Such insurance shall be non-cancelable except upon thirty (30) days prior written notice to the City.

SECTION IX – ENFORCEMENT AND TERMINATION OF AGREEMENT

1. Notice of Noncompliance.

If the City believes that Telepak has not materially complied with any material term (other than payment of Franchise fees and changes) of this Agreement, it shall notify Telepak in writing. The notice shall state with specificity the basis for the alleged material noncompliance.

2. Telepak's Right to Cure or Respond.

Telepak shall have thirty (30) days from receipt of the notice described in Section IX(1) to respond as follows:

- (a) Respond to the City contesting the assertion of noncompliance;

(b) Cure the noncompliance; or

(c) In the event Telepak's commercially reasonable efforts cannot cure the noncompliance within the thirty (30) day period, Telepak shall initiate reasonable steps to remedy the noncompliance and notify the City of the steps being taken and the projected date of completion.

3. Public Hearing.

If Telepak fails to respond to the notice described in Section IX(1) under the procedures set forth in Section IX(2), or if Telepak does not cure the alleged noncompliance within sixty (60) days after receiving notice of noncompliance, the City shall schedule a public hearing to investigate the noncompliance. Such public hearing shall be held at the next regularly scheduled meeting of the City which is scheduled at a time which is no less than ten (10) business days from the expiration of the sixty (60) day period. The City shall notify Telepak in writing of the time and place of such meeting and provide Telepak with an opportunity to be heard.

4. Enforcement.

Subject to applicable law, if the City, after a public hearing, where applicable, determines that Telepak remains in material noncompliance with a material term of this Agreement, the City may pursue the following remedies:

(a) In the case of a default of a material provision of this Agreement, terminate this Agreement and revoke the Franchise; or

(b) Commence an action at law for monetary damages or seek other equitable relief. Should the City prevail in any such action, Telepak shall pay City for its legal fees and attendant costs and expenses incurred in such action.

Telepak shall not be held in default for noncompliance with this Agreement, nor suffer any enforcement or penalty, where such noncompliance or alleged defaults are caused by strikes, acts of God, acts of terrorism, power outages, acts of the City, its employees, or representatives, or other events reasonable beyond its ability to control.

5. Failure to Pay Franchise Fees and Charges.

In the event the Telepak has not paid the City Franchise fees, and late charges owing under Section V, when due, City shall send Telepak a certified letter notifying Telepak it is in default. Telepak shall have fifteen (15) business days from the date of its receipt of the letter to cure the default. In the event Telepak fails to cure the default by paying all Franchise Fees and late charges due, then the City shall notify Telepak of City's intention to revoke the Franchise. The notice of intention to revoke Franchise shall be sent certified mail to Telepak not less than ten (10) business days prior to a Board Meeting of the City. The letter shall notify Telepak of the

date, time, and place of the Board Meeting and the right of Telepak to be present and participate in the meeting. At the Board Meeting, the City may revoke the Franchise of Telepak if it has not cured the default in full.

6. Upon the expiration or termination of this Agreement, Telepak may enter upon the Public Ways and remove its property at its own risk and restore the Public Ways to their former grade, contour and condition.

SECTION X – THEFT OF SERVICE

It shall be a misdemeanor for any Person to create, allow to create, or make use of any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of the Telecommunications System without the express consent of Telepak. Further, without the express consent of Telepak, it shall be a misdemeanor for any person to tamper with, remove, or injure any property, equipment, or part or the Telecommunications System or any means of receiving Services. Violation of this section of this ordinance shall constitute a misdemeanor punishable by a fine not to exceed \$500.00 and/or six months imprisonment.

SECTION XI – MISCELLANEOUS

1. Actions of the Parties.

In any action by Telepak or the City mandated or permitted under this Agreement, the Party shall act in a reasonable, expeditious, and timely manner. In any instance where approval or consent is required, such approval or consent shall not be unreasonable withheld.

2. Notice.

Any notice or response required by this Agreement shall be in writing and shall be deemed given upon receipt: (a) when hand delivered; (b) when delivered by commercial courier; or (c) after having been posted in a properly scaled and correctly addressed envelope by certified or registered mail, postage prepaid, at a post office maintained by U. S. Postal Service.

Mayor of the City of _____

With a copy to:

The notices or responses to Telepak shall be addressed as follows:

**Senior Vice President
Telepak Networks, Inc.
1018 Highland Colony Parkway, Suite 400
Ridgeland, MS 39157**

With a copy to:

**W. Ken Rogers, Jr.
Brunini, Grantham, Grower & Hewes, PLLC
P. O. Drawer 119
Jackson, MS 39205**

The City and Telepak may designate such other address or addresses from time to time by giving notice to the other as provided in this Section.

3. Severability.

If the legislature or a court or regulatory agency or competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unconstitutional, all other provisions of this Agreement will remain in full force and effect for the term of the Agreement or any renewal.

4. Change of Law.

In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of City or Telepak to perform any material terms of this Agreement, the Parties agree to amend this Agreement as necessary to comply with the changes in the law within thirty (30) days' of the receipt of written notice so such change in law.

5. Entire Agreement.

This Agreement represents the entire agreement between the Parties as relates to the subject matter hereof. As such no other City ordinances shall apply to Telepak's provision of Services or construction of its Facilities as provided in this Agreement. Any and all other City ordinances which conflict with the terms of this Agreement are expressly superseded.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties execute this separate page and Agreement as of the Agreement Date.

City of _____, Mississippi

_____, Mayor

WITNESS:

Telepak Networks, Inc.

Gregg Logan, Senior Vice President

WITNESS:

Alderman _____ moved the adoption of the ordinance in its entirety, which motion was seconded by Alderman _____. The motion to adopt was passed by roll call vote as follows:

Alderman _____	voted: _____

The Mayor then declared the ordinance adopted this the _____ day of _____, 20_____.

_____ - MAYOR

ATTEST:

_____ - CITY CLERK

7.8



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

June 11, 2015

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

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

RE: Emergency Purchase Order

Dear Mayor Shelton and Council Members:

I respectfully request your approval of an emergency purchase order for a power transformer at Southwest Substation. As you are aware, this transformer caught fire on Saturday, June 6 at approximately 6:30 pm. The replacement of this transformer is essential to continue meeting the electrical needs of our customers.

Allen & Hoshall Engineers is in the process of getting specifications and quotes for this transformer. The estimated cost is \$1M.

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

Sincerely,

TUPELO WATER & LIGHT DEPARTMENT


Johnny N. Timmons
Manager

ptb

7.9

CONTRACT OF PURCHASE

AGREEMENT entered into this the 4th day of June 2015, by

And between the **CITY OF TUPELO, Mississippi, organized and existing under the laws of**

the State of Mississippi (hereinafter referred to as "PURCHASER"), and JACK LEAVELL

JOHNSTONE (hereinafter referred to as "SELLER"), and in consideration of the mutual covenants

contained herein, do hereby contract and agree as follows:

1.

The Seller hereby agrees to sell and the Purchaser hereby agrees to purchase that certain real property being more particularly described as:

COMMENCING at the Northeast Corner of the Southeast Quarter of Section 20, Township 9 South, Range 5 East, Tupelo, Lee County, Mississippi, Chickasaw Meridian; thence run East for a distance of 230.00 feet, to a point; thence run South 86 degrees 15 minutes 00 seconds East for a distance of 333.00 feet, to a point, thence run North 79 degrees 30 minutes 00 seconds East for a distance of 39.00 feet, to a point on the West Right-of-Way line of Purnell Road; thence run along said West Right-of-Way line for the following calls:

North 43 degrees 25 minutes 00 seconds West for a distance of 200.80 feet, to a point; North 40 degrees 10 minutes 00 seconds West for a distance of 102.00 feet, to a point; North 34 degrees 00 minutes 00 seconds West for a distance of 79.80 feet, to a point; North 31 degrees 05 minutes 00 seconds West for a distance of 722.32 feet, to a point; North 31 degrees 05 minutes 00 seconds West for a distance of 20.33 feet, to a point; North 31 degrees 05 minutes 00 seconds West for a distance of 80.35 feet, to a 3/4 Inch Pipe (Found), being the Northeast corner on the Jack Leavell Johnstone property, as recorded in Instrument No. 2013011863, in the office of the Chancery Clerk, Tupelo, Mississippi; thence run along the North line of said property South 88 degrees 02 minutes 40 seconds West for a distance of 235.89 feet, to a point; thence continue along said North line, South 88 degrees 02 minutes 40 seconds West for a distance of 90.28 feet, to an Iron Pin (Set), and being the **POINT OF BEGINNING**; thence leaving said North line run South 02 degrees 01 minute 23 seconds East for a distance of 20.00 feet, to a point; thence continue South 02 degrees 01 minute 23 seconds East for a distance of 80.00 feet, to an Iron Pin (Set); thence run South 87 degrees 59 minutes 31 seconds West for a distance of 150.00 feet, to an Iron Pin (Set); thence run North 02 degrees 01 minute 23 seconds West for a distance of 100.00 feet, to an Iron Pin (Set) on the North line of said Johnstone property; thence run along said North line North 87 degrees 58 minutes 37 seconds East for a distance of 113.16 feet, to a 1/2 inch Rebar

(Found); thence continue along said North line North 88 degrees 02 minutes 40 seconds East for a distance of 36.84 feet, to the **POINT OF BEGINNING**.

(INDEXING INSTRUCTIONS: All lying and being in the Southeast Quarter of the Northeast Quarter of Section 20, Township 9 South, Range 5 East, Tupelo, Lee County, Mississippi, Chickasaw Meridian and containing **0.34 Acres**, more or less.)

And a Permanent Ingress and Egress Easement for the following:

COMMENCING at the Northeast Corner of the Southeast Quarter of Section 20, Township 9 South, Range 5 East, Lee County, Tupelo Mississippi, Chickasaw Meridian; thence run East for a distance of 230.00 feet, to a point; thence run South 86 degrees 15 minutes 00 seconds East for a distance of 333.00 feet, to a point, thence run North 79 degrees 30 minutes 00 seconds East for a distance of 39.00 feet, to a point on the West Right-of-Way line of Purnell Road; thence run along said West Right-of-Way line for the following calls;

North 43 degrees 25 minutes 00 seconds West for a distance of 200.80 feet, to a point; North 40 degrees 10 minutes 00 seconds West for a distance of 102.00 feet, to a point; North 34 degrees 00 minutes 00 seconds West for a distance of 79.80 feet, to a point; North 31 degrees 05 minutes 00 seconds West for a distance of 722.32 feet, to the **POINT OF BEGINNING**, being on a simple circular curve with the following centerline characteristics:

Delta = 39 degrees 59 minutes 53 seconds Rt.

Degree = 57 degrees 17 minutes 45 seconds

Tangent = 36.40 feet

Length = 69.81 feet

External = 6.42 feet

Radius = 100.00 feet

thence run in a Southwesterly direction, along a line 10 feet South of and parallel to said centerline for a distance of 78.62 feet, having a Chord Bearing of South 88 degrees 47 minutes 44 seconds West, and a Chord Distance of 76.96 feet, to a point; thence run North 70 degrees 43 minutes 45 seconds West for a distance of 149.29 feet, to a point being on a simple circular curve with the following centerline characteristics:

Delta = 21 degrees 13 minutes 31 seconds Lt.

Degree = 28 degrees 38 minutes 52 seconds

Tangent = 37.48 feet Length =

74.09 feet External = 3.48 feet

Radius = 200.00 feet

thence run in Northwesterly direction, along a line 10 feet South of and parallel to said centerline for a distance of 70.39 feet, having a Chord Bearing of North 81 degrees 20 minutes 30 seconds West, and a Chord Distance of 69.99 feet, to a point; thence run South 88 degrees 02 minutes 40 seconds West for a distance of 78.18 feet, to a point; thence continue South 88 degrees 02 minutes 40 seconds West for a distance of 12.08 feet, to a point; thence run North 02 degrees 01 minute 23 seconds West for a distance of 20.00 feet, to an Iron Pin (Set) on the North line of the Jack Leavell Johnstone property, as recorded in Instrument No. 2013011863, in the office of the Chancery Clerk, Tupelo, Mississippi; thence run along the North line of said property North 88 degrees 02 minutes 40 seconds East for a distance of 90.28 feet, to a point being on a simple circular curve with the following centerline characteristics:

Delta = 21 degrees 13 minutes 31 seconds Rt.
Degree = 28 degrees 38 minutes 52 seconds
Tangent = 37.48 feet Length =
74.09 feet External = 3.48 feet
Radius = 200.00 feet

thence run in Southeasterly direction, along a line 10 feet North of and parallel to said centerline for a distance of 77.80 feet, having a Chord Bearing of South 81 degrees 20 minutes 33 seconds East, an a Chord Distance of 77.35 feet, to a point; thence run South 70 degrees 43 minutes 45 seconds East for a distance of 149.29 feet, to a point being on a simple circular curve with the following centerline characteristics:

Delta = 39 degrees 59 minutes 53 seconds Lt.
Degree = 57 degrees 17 minutes 45 seconds
Tangent = 36.40 feet Length
= 69.81 feet External = 6.42
feet
Radius = 100.00 feet

thence run in a Northeasterly direction, along a line 10 feet North of and parallel to said centerline for a distance of 61.00 feet, and having a Chord Bearing of North 89 degrees 51 minutes 12 seconds East, and a Chord Distance of 59.84 feet, to a point on the West Right-of-Way line of Purnell Road; thence run along said Right-of-Way line South 31 degrees 05 minutes 00 seconds East for a distance of 20.33 feet, to the **POINT OF BEGINNING**.

(INDEXING INSTRUCTIONS: All lying and being in the Southeast Quarter of the Northeast Quarter of Section 20, Township 9 South, Range 5 East, Tupelo, Lee County, Mississippi, Chickasaw Meridian and containing **0.18 Acres**, more or less.)

2.

PRICE. The purchase price of the above properties shall be Four Thousand One Hundred (\$4,100.00) and shall be due and payable upon Grantor's execution and delivery of warranty deed conveying same.

3.

TAXES. Taxes for the current year, if any, shall be pro-rated as of the date of closing.

4.

TITLE. Purchaser will satisfy itself the property is free and clear of all liens and encumbrances. If said title certificate reflects defects, encumbrances or other matters which affect marketability of the real property described herein, then seller shall have thirty (30) days from date of receipt of written notice from Purchaser of such defect to cure same. If the title cannot be cured within said thirty (30) day period, then this agreement shall terminate. The

Seller shall furnish a good and sufficient Warranty Deed at the time of closing, conveying title to the subject property to the Purchaser herein.

5.

POSSESSION. Possession of the subject property shall be delivered to Purchaser at time of closing unless mutually agreed otherwise.

6.

CLOSING. The closing of this property will be on June 17, 2015 or within thirty (30) days thereof, pursuant to the terms and conditions set forth herein and merchantable title can be delivered by Seller to Purchaser.

7.

CLOSING COSTS. Purchaser shall responsible for the expense of preparation of the warranty deed and its certificate of title. It is further agreed and understood that each party hereto shall be responsible for their respective attorney's fees costs of closing that may be incurred in connection with the closing.

8.

ACCEPTANCE. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement.

9.

INSPECTION. Prior to closing, Purchaser shall have the right to go upon the property for the purpose of making engineering studies, surveys, topographical surveys, determination of water, street and sewer layouts, test boring, and sub-surface inspections. Purchaser will at his expense repair any damage caused by its activities on the Property.

EXECUTED IN DUPLICATE ORIGINALS, on this the 4th day of June, 2015.


JACK LEAVELL JOHNSTONE - SELLER

CITY OF TUPELO, PURCHASER


BY: ITS WATER AND LIGHT DIRECTOR
JOHNNY TIMMONS PURSUANT TO
AUTHORIZATION OF THE CITY COUNCIL

THIS DRAWING IS THE PROPERTY OF THE ENGINEER OR ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

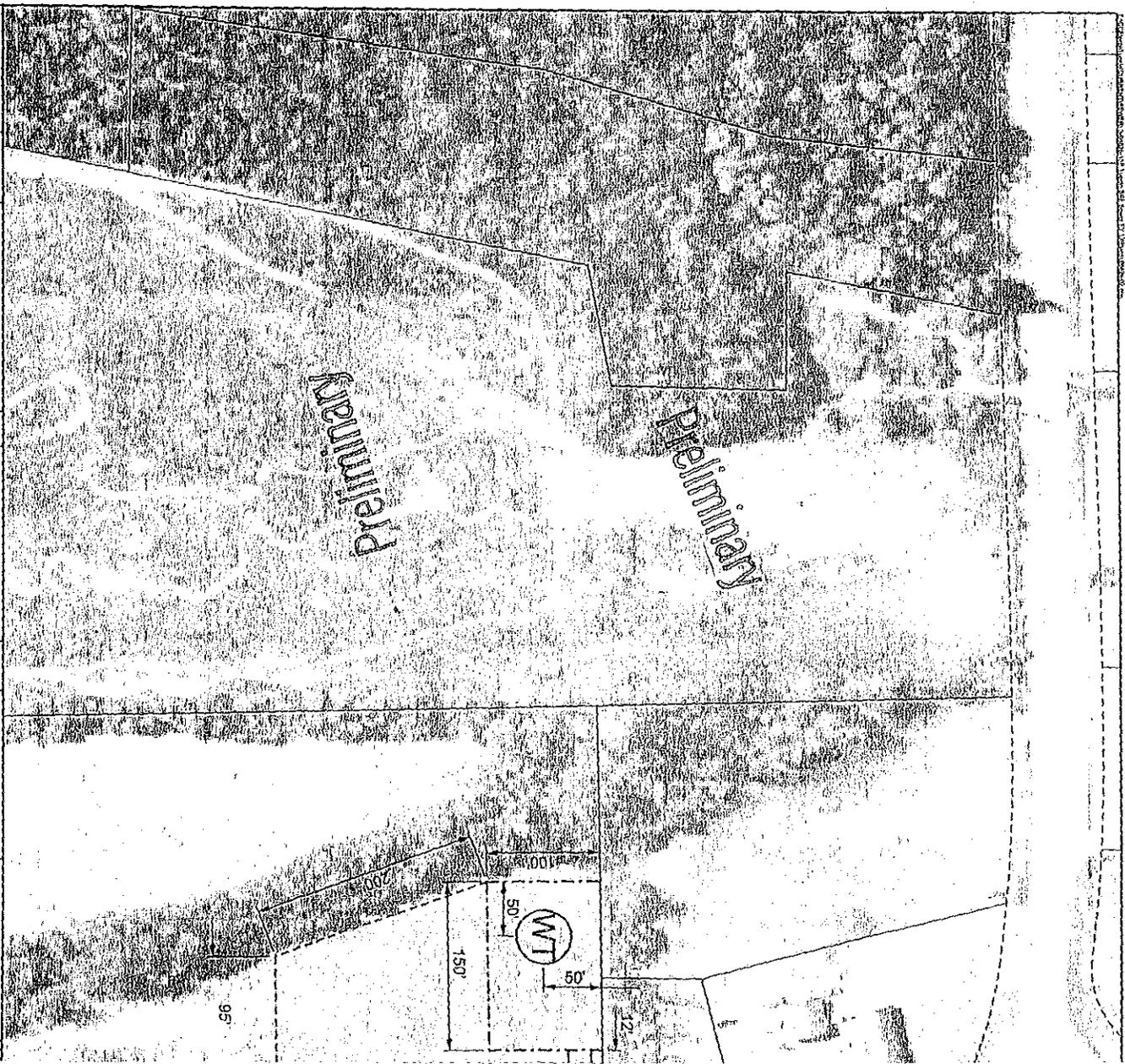
DATE: 1/1/00
 DRAWN BY: LKJ
 CHECKED BY: MW

COOK
 COOK-COSGRI ENGINEERS, INC.
 700 CROSSOVER RD. TUPELLO, MS. 38960

REV	DESCRIPTION	DATE

PROJECT NO.
3-08827-13M

PROJECT NAME
**TUPELO SR
 AREA NO. 5-1
 TUPELO, MS**



7.10

Draft #1
06-09-15

ORDINANCE

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

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

WHEREAS, that based on appropriate studies and investigations, the service practice standards along with the Schedule of Rules and Regulations and Fees for Utility Service; Appendix A: Schedule of Rates, Charges and Fees; and Appendix B: Tupelo Water and Light Interconnection, Metering and Parallel Operation Agreement as set forth and attached in cumulative Exhibit "A"; and

WHEREAS, the City Council met at its regularly scheduled meeting on June 16, 2015 to review and consider information compiled by the City of Tupelo Water and Light Department demonstrating the need for establishing updated schedule of rules and fees as set forth above and attached hereto; and

WHEREAS, the City Council found and determined that the updated schedule of rules and fees were necessary, fair and reasonable; and

WHEREAS, the amended Schedule of Rules and Fees with appendices set forth as attached below, shall be published in ordinance form as required by law.

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

Section 101. The Service Practice Standards attached hereto as Exhibit "A" are hereby fixed and established.

Section 102. The Service Practice Standards including the rules, customer service charges, customer deposit schedule, water and sewer tapping fees, meter installation charges, sprinkler connection charges, fire protection fees and the interconnection, metering and parallel operations agreement shall become effective July 16, 2015.

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

Section 104. The Service Practice Standards of the City of Tupelo Water and Light Department are set forth in the attached Exhibit "A".

After a full discussion of this matter, Council Member _____ moved that the foregoing Resolution be adopted and said motion was seconded by Council Member _____ and upon the question being put to a vote, the results were as follows:

Councilmember Whittington	_____
Councilmember L. Bryan voted	_____
Councilmember Beard voted	_____
Councilmember Davis voted	_____
Councilmember Palmer voted	_____
Councilmember M. Bryan voted	_____
Councilmember Jennings voted	_____

The foregoing ordinance having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted.

This ordinance shall be in full force and effect on the 30th day after passage. The City Clerk shall cause the ordinance to be published in a local newspaper with a general circulation.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the _____ day of _____, 2014.

CITY OF TUPELO, MISSISSIPPI

By: _____
MIKE BRYAN, City Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

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	\$9.00 per foot
(In excess of 200 feet)	
Disconnection for non-payment requiring a	\$100.00
Bucket Truck	
Temporary Electric Service	\$65.00
Permit Fee – CT Meter Can	\$135.00

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

<u>Residential Electric Deposit</u>	<u>Credit Score</u>
\$0	700-850
\$200	650-699
\$300	Less than 650
 <u>Residential Water Deposit</u>	 <u>Credit Score</u>
\$0	700-850
\$75	650-699
\$100	Less than 650

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

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

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

Minimum Commercial Deposits are as follows:

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

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

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

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

Water Connection & Tap Charges
Inside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
3/4"	\$875.00	\$1,540.00
1"	\$1,075.00	\$1,650.00
1 1/2"	\$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>
3/4"	\$1,050.00	\$1,750.00
1"	\$1,300.00	\$2,000.00
1 1/2"	\$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

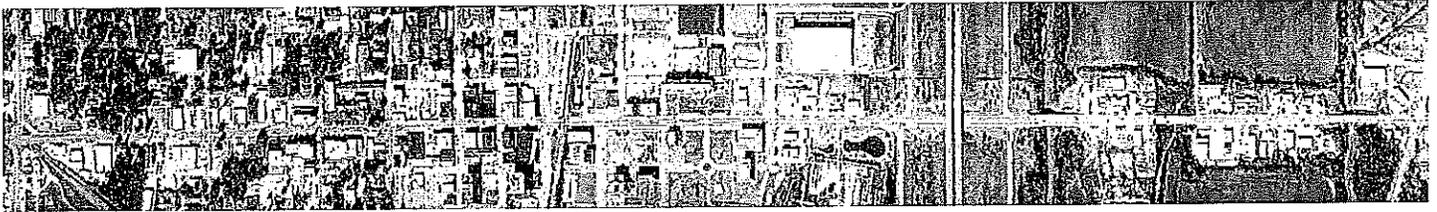
<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
6" x 6"	\$3,300.00	\$4,000.00
8" x 6"	\$3,500.00	\$4,200.00
8" x 8"	\$3,900.00	\$4,600.00

**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

7. 11



Tupelo Major Thoroughfare Program
Minutes
May 11, 2015

Members present: Hudson Bryan, Eddie Carnathan, Gill Cleveland, Jeffery Gladney, C W Jackson, Ernie Joyner, Jamie Osbirn, Greg Pirkle, Kay Trapp, Wesley Webb

Members not present: Ken Burton, Gunner Goad, Stuart Johnson, J D Moore, Theodore Roach, Drew Robertson, Betty Wood

Others in attendance: John Crawley, Dustin Dabbs, Rod Guajardo, Leesha Faulkner, Kim Hanna, Don Lewis, Johnny Timmons, John White, Chuck Williams

Meeting was called to order by Greg Pirkle.

Mr. Pirkle asked the Committee to review and approve the minutes of the March 9, 2015 Major Thoroughfare Program meeting. With no discussion, Jamie Osbirn made motion to accept minutes. Bill Cleveland seconded motion. Minutes were approved unanimously.

Kim Hanna presented the Major Thoroughfare Phase V Budget Report for the period ending April 30, 2015. Beginning cash balance was \$3,780,164. Revenue from Property Tax Exemption and Interest Earned totaled \$100,240. Actual expenditures totaled \$534,187 with payments to personnel cost of \$6,957, and to Key Construction in the amount of \$527,230. Encumbrances are to Natchez Trace Bridge project of \$144,812, and to South Gloster project of \$218,976. These are final pay outs that will move to the next month awaiting final invoice. Ending cash balance was \$3,346,216.

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 before MDOT will give final approval.

EAST MAIN STREET (GREEN STREET TO VETERANS)

Contractor has completed all base, drain, paving and bridge items on the north side of Main Street and all sides of Veterans Blvd and Reese Street (except for the final lift of as Contractor is continuing work toward the west from Town Creek Bridge and is currently

planning to begin work on south side of Mud Creek Bridge in the next week or so. Work is still slightly ahead of schedule. Lighting contractor is making good progress.

THOMAS STREET / HWY 6 INTERCHANGE

Right of Way descriptions have been completed and submitted to city attorney's office preparation of land acquisition. General design of roadway items is basically complete. Plan preparation is currently underway (approximately 35%). The project can be redesigned if the property owner of the smallest piece of property does not agree to property acquisition.

Ernie Joyner gave a brief update on the Traffic Study. The Steering Committee met just prior to the Major Thoroughfare Committee meeting. They discussed the list of proposed projects. The goal is to have the final list of comments to John by the end of the week, and a final presentation to the Committee at the regular June meeting.

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



Chairman Greg Pirkle



Submitted by Renee Newton

7, 12

Memo

To: Mayor and City Council
From: Patrick Falkner
Subject: Routine Agenda: Planning Committee minutes
Date: June 10, 2015

Attached are the minutes of the Planning Committee meeting of June 1, 2015.

OLD BUSINESS

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.

Approved for tower only (no new access).

NEW BUSINESS

VAR15-02 Application for a Variance from Mr. Wendell Robinson on behalf of WTVA to install a historic sign at the station located at 1359 Beech Springs Road. The proposed sign will be thirty-eight feet in height.

Approved.

Appeal of COMP15-02 Appeal to the denial of an application from Ms. Linda Jenkins to locate her recreational vehicle on a concrete slab at 2517 Buckner Drive.

Approved.

TUPELO PLANNING COMMITTEE

June 1, 2015

CALL TO ORDER

Chairwoman Margaret Ann Kennedy called the meeting to order by asking Gus Hildenbrand 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 Mr. Jim Goodwin, Ms. Margaret Ann Kennedy, Ms. Doris Jean Pittman, Mr. Bill Smith, Ms. Patti Thompson, Mr. Scott Davis, and Mr. Gus Hildenbrand. Staff present were Pat Falkner and Marilyn Vail.

REVIEW OF MAY MINUTES

The minutes were approved with the correction that the letter referenced on page 2 was presented to the committee by Ms. Shirley Neuhaus on behalf of Jeff Caldwell, on a motion by Gus Hildenbrand and a second by Patti Thompson.

REPORT ON COUNCIL ACTIONS

Mr. Falkner reported that the minutes from May would be on the City Council agenda June 2, but that there had been no action at the May meeting so the minutes would simply be accepted.

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.

Mrs. Kennedy asked Mr. Falkner to report on the status of the application. Mr. Falkner reported that Development Services Director Shane Hooper had spoken with both C Spire and MDOT representatives and believed that the parties were in agreement to continue access to the tower site by way of the existing entrance from Gloster Street. He noted that nothing had been received in writing but that the committee could take action on the tower application without including the proposed new access road.

Mr. David McGehee appeared on behalf of the applicant and C-Spire. He confirmed that it appeared an agreement had been reached regarding access.

Mrs. Kennedy asked Mr. McGehee if C Spire was comfortable with the tower only being acted on. Mr. McGehee said yes.

Mr. Goodwin asked if the applicant would prefer to have a vote on the tower only or to leave the action tabled until the road agreement was finalized.

Mr. McGehee answered they were okay either way.

Mr. Hildenbrand moved to approve the tower only, without the new access road. The motion was seconded by Mrs. Pittman and approved unanimously.

VAR15-02 The City of Tupelo Department of Development Services has received an application for a Variance from Mr. Wendell Robinson on behalf of WTVA to install a sign at the station located at 1359 Beech Springs Road.

Wendell Robinson, 289 Main Street, Nettleton MS appeared representing WTVA. He said that the TV station had first gone on the air in 1957, using equipment designed and built by Frank Spain. The station had taken down the original antenna several years ago, and now would like to use that antenna as a sign on the property. Currently the station does not have a sign.

Mr. Goodwin asked if the proposed sign would have a flashing light at the top. Mr. Robinson answered that when the antenna was in use it had two beacons of approximately 1400 watts, but that for use as a sign, the wattage would be reduced.

Mr. Davis asked if they would agree for the light to be illuminated but not flash.

Mr. Robinson said that if the concern was for safety, he had seen other signs flashing that were more obtrusive. He also said that they had made a visibility test at the proposed height of the sign and thought that the surrounding trees being higher would limit the impact of the flashing light.

Mrs. Kennedy asked if the Natchez Trace Parkway had been consulted. Mr. Falkner reported that he had sent the application information to Park Service officials but had not received a response.

Mrs. Thompson asked if the committee could place a review period on the approval so that if there were complaints or issues with the lighting, it could be revisited.

Mr. Hildebrand mad a motion to approve the variance application with the condition that the light wattage be reduced and that the flashing light be reviewed three months after installation. Mr. Goodwin seconded the motion.

Mrs. Pittman stated that she did not favor the flashing light.

Mrs. Kennedy asked how fast or slow the light flashed. Mr. Robinson said about thirty times a minute.

Mr. Davis noted that the light would be nearly forty feet in the air and would not be likely to be confused with a traffic signal.

All members presented voted for the motion with the exception of Mrs. Pittman voting no.

Appeal of COMP15-02 The Department of Development Services has received an appeal to the denial by the Department of Development Services of an application from Ms. Linda Jenkins to locate her recreational vehicle on a concrete slab on the Mosby side of her property.

Mrs. Jenkins stated that the application is actually to allow the RV to stay. The RV has been parked on the pad since they bought the house in 2005. There had been no objection or complaint about it until about three years ago. She and her husband met with council members Pitts, Bryan and Jennings. Her understanding was that they were 'grandfathered' since the pad was there already. She said that they have paid to install

a sewer tap to the site. She also stated that if they could not be allowed to use the pad, they would have to move since there was nowhere else on the property for the RV.

Mr. Davis asked if they were using the sewer tap. Mrs. Jenkins said that they had not. Mr. Hildenbrand asked if they had made any changes to the pad. Mrs. Jenkins said they had not.

Mrs. Kennedy asked again about the pad. Mrs. Jenkins said that when the sewer tap was installed, they had added concrete between the original pad and the curb.

Mrs. Kennedy asked if they had been given anything in writing from the city. Mrs. Jenkins said that they were not.

Mr. Hildenbrand asked what caused them to talk to the council members three years ago. Mrs. Jenkins said they received a code enforcement letter.

Mr. James Jenkins spoke about getting the sewer tap put in.

Mr. Goodwin said that he felt the city actions amounted to a tacit approval.

Mrs. Thompson pointed out that the right of way encroachment needed some formal approval.

Mr. Jenkins said that he would inform any future buyer that the RV pad could no longer be used.

Mrs. Kennedy asked about the neighbors' opinions. Mr. Jenkins said that the closest neighbor has said the RV is no problem for him.

Mr. Hildenbrand repeated the sequence of events from three years ago, then asked what happened recently to bring the issue back up? Mr. Jenkins said they received another code enforcement letter.

Mr. Robison asked, when they bought the house in 2005, was the pad there already? And then they installed the sewer tap in 2012, and then received a code violation notice? Then another notice this year? Mr. Jenkins confirmed that time line.

Mrs. Kennedy asked why another code enforcement notice was sent this year if one had been sent in 2012 with no action. Mr. Falkner said that he did not know.

Mrs. Jenkins said she thought the most recent letter was about trailers parked in the street.

Mr. Goodwin made a motion to accept the appeal with the stipulation that city council approval would be necessary for the right of way encroachment. Mrs. Thompson seconded the motion which was passed unanimously.

Several committee members asked to be notified when this action would be taken up by the City Council.

Mr. Jenkins said that he felt the code enforcement staff did a good job, and he also repeated the offer to have the approval restricted to them and not to future owners of the property. Mrs. Kennedy asked that that stipulation be mentioned to the City Council.

The work session for the next meeting was scheduled for June 29 with the regular meeting July 6.

Mrs. Thompson made a motion to adjourn, seconded by Mr. Hildenbrand, with all voting in favor.

Ms. Kennedy noted that the June meeting would be on the first, but that the work session could not be the Monday prior due to the Memorial Day holiday. The work session was set for Tuesday the 26th.

The meeting was adjourned on a motion by Ms. Thompson, seconded by Ms. Pittman.

**DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION STAFF ANALYSIS FOR THE PLANNING COMMITTEE**

Application No:	VAR 15-02	Application Type: VARIANCE	
Meeting Date:	June 1, 2015	Parcel No. 083S-06-051-00	
Applicant:	Wendell Robinson	Status of Applicant: engineering director, WTVA	
Location:	1359 Beech Springs Road		
Purpose:	To allow freestanding sign 38 feet in height		
Present Zoning:	Medium Density Residential		
Existing Land Use:	Broadcasting facility		
Surrounding Zoning:	Medium Density Residential to south; Agriculture/open space to east, north, and west		
Setback Requirements:	Front: 10 ft.	Side: 10 ft.	Rear: 10 ft.
Applicable Regulations:	Section 10.7.2., freestanding signs; Section 12.16, variances.		

Driving Directions: Take Gloster Street north past Barnes Crossing Road; left at next light on Beech Springs Road; subject property is on left.

Special Information: The application requests variance to allow placement of a freestanding sign that is substantially higher than the ordinance allows in a residential district. The proposed sign would be constructed out of the original antenna used in the first TV broadcasts in North Mississippi.

Analysis: The following items offer an analysis of the proposed variance in relation to required findings of fact set forth in the Development Code.

1. That special or unique circumstances or conditions or practical difficulties exist which apply to the land, buildings, or uses involved and which are not applicable to other lands, buildings, structures or uses in the same zoning district.

Found: the history of the property and its relationship to the city of Tupelo can be considered as special or unique circumstances or conditions that, in this case, should be recognized.

2. That the special conditions or circumstances or practical difficulties do not result from the actions of the property owner or applicant, their agent, employee, or contractor.

Not found: WTVA chose the location and has operated there since 1957.

3. That the strict enforcement of this Code would deprive the owner or applicant of reasonable use of the property that is substantially consistent with the intent of this Code.

Found: while the TV station could certainly continue broadcasting from the location with or without the sign, it would not be able to enjoy the public identification that the requested historic sign would provide.

4. That the granting of a variance will not result in advantages or special privileges to the applicant or property owner that this Code denies to other land, structures, or uses in the same district, and it is the minimum variance necessary to provide relief.

Found: other signs with comparable historic value could reasonably be granted the same privilege.

5. That the variance shall not be materially detrimental to the health, safety or welfare of persons residing or working in the neighborhood. Consideration of the effects of the variance shall include but not be limited to, increases in activity, noise, or traffic resulting from any expansion of uses allowed by the variance.

Found: no detrimental effects are identified.

6. That the proposed use and the appearance of any proposed addition or alteration will be compatible with, and not negatively impact, nearby properties.

Found: the proposed location is isolated by the Natchez Trace property on three sides; with the tree cover of the area, the sign will only be visible from a short section of Barnes Crossing Road.

7. That the variance will not result in the expansion of a nonconforming use.

Not applicable.

Analysis: In the Purpose and Intent section of the chapter on signs, item 10.1.1. (11) cites "Preserve and enhance the historic character of the City". In the past, variances have been granted to existing signs of historic character by reference to this purpose. While the requested sign may not meet the

usual criteria for a variance, the historic value represents an alternative value the city may recognize as a basis for granting the request. Also, the isolated location, where much of the surrounding property will not be subject to development, limits the possibility that the sign would contribute to any visual 'clutter'. Finally, the unique design of the sign – constructed using the station's original antenna – necessarily involves a height feature in order to express the history of the property.

Recommendation: Approval (unless there is some objection or restriction from the Park Service.)

Proposed WTVA sign

Subject: Proposed WTVA sign
From: Wendell Robinson <wendellr@wtva.com>
Date: 4/22/2015 3:19 PM
To: marilyn.vail@tupeloms.gov
CC: Dan Modisett <dmodisett@wtva.com>

April 22, 2015

To Whom It May Concern,

WTVA would like to formally propose the installation of the actual antenna used for our very first broadcast to now serve as our company entry way sign. The antenna not only serves as a valuable piece of WTVA history, but a piece of history for all of Northern Mississippi.

The WTVA proposed sign is designed using the actual antenna that radiated the first live pictures to viewers in Tupelo and Northern Ms. The antenna was designed and built by the founder of WTVA, Frank Spain. It began broadcasting on March 18, 1957 from our location atop the 500 foot tower at the WTVA studios. The initial call letters were WTWV but on July 4, 1979 were changed to WTVA in honor of Tupelo's recognition as the first Tennessee Valley Authority city in the Southeast.

WTWV produced numerous firsts. WTWV was the first commercial television station in the state to devote its entire daily morning schedule to educational programming coordinated with the areas' public school system. WTWV was the first television station in Mississippi to broadcast a live basketball game and was the first to broadcast a live telethon for entire broadcasting day- raising money for cerebral palsy.

Over the years, WTVA has served Tupelo and the entire North Mississippi area with news, sports, public service programs and vital weather information.

As can be observed from the satellite image, WTVA's property is bounded on the North and East by the Natchez Trace and on the West by the Beech Springs cemetery. No homes or buildings will be built in this area.

We have three attachments which will provide more information on this project. There is a design drawing, a rendered graphic, and a satellite image with the proposed location marked by an X.

If you have any questions please feel free to contact us at your convenience. We would be honored to showcase this historical aspect to showcase our commitment to the area we serve. Thank you so much for your consideration.

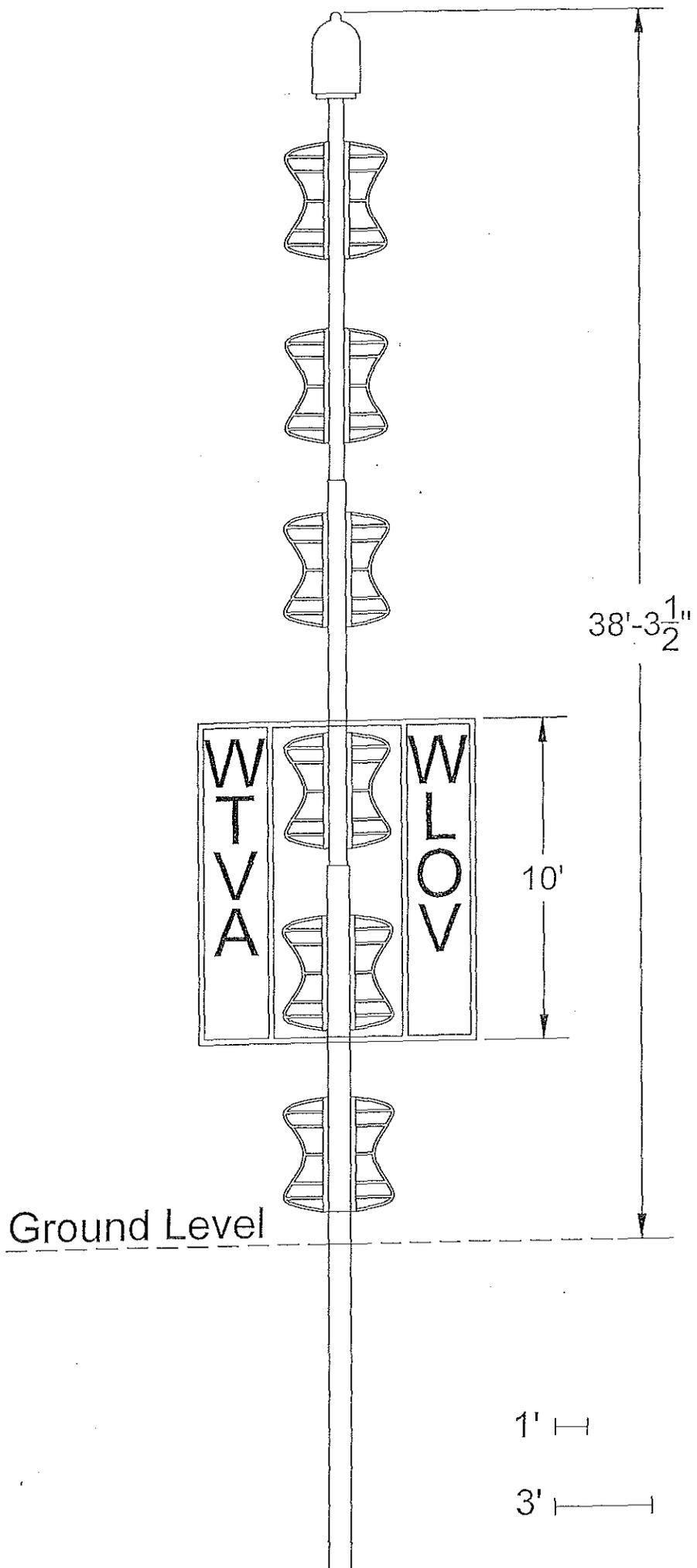
Wendell Robinson
Engineering Director
662-842-7620, ext 0053



Beech Springs Rd

WVVA Inc.

Natchez Trace Pkwy



Planning Department Staff Analysis / Tupelo Planning Committee

Application No:	COMP 15-02	Application Type: Appeal of Compatible Use
Meeting Date:	June 1, 2015	Parcel No: 101A-02-144-00
Applicant:	Linda Jenkins	Status of Applicant: owner
Location:	2517 Buckner	
Purpose:	To allow existing concrete pad to continue to be used for parking RV on street side of corner lot	
Present Zoning:	MDR	
Existing Land Use:	Residential	
Surrounding Zoning:	MDR on all sides	
Setback Requirements:	Front: 10-30 feet Side: 0-40 feet rear: 10 feet	
Applicable Regulations:	11.6.3. (11) (c) placement of recreational vehicles;	

Special Information: This action came about as a result of a code enforcement complaint. When code enforcement inspector contacted the owners about the location of the RV, they were told that the RV pad was in place when they bought the house in 2005 and that they understood that the 'city' had approved the use of the pad for parking the RV. No records of any official action on the matter are on file with the Development Services department. The present application was originally heard at staff level on May 8. City planner Pat Falkner, acting as the hearing officer, denied the request. Minutes of that hearing are attached. The applicants appealed the denial.

Driving Directions: Take West Main Street to Thomas Street; south on Thomas to Confederate Street; west on Confederate to Mosby; south to corner of Mosby and Buckner. The property is on the southeast corner of the intersection.

Analysis:

Criteria for approval of compatible use: Applications for compatible or flexible use permits shall be approved only if the approving authority finds that the use as proposed or the use as proposed with conditions:

1. Is in harmony with the area and is not substantially injurious to the value of properties in the general vicinity;
Not found: no other property in the context area has an RV or pad in a comparable location.

Planning Department Staff Analysis / Tupelo Planning Committee

2. Conforms with all special requirements applicable to the use;
Not found: the code section on where RVs may be kept requires that they maintain the same setback as a structure. The pad in place at 2517 Buckner actually extends beyond the property line into the right of way.
3. Will not adversely affect the health or safety of the public;
Found: the RV has been stored in this location for several years now with no reported health or safety impact.
4. Has obtained the minimum passing score for the Development Review Checklist, Section 12.3.
Not found: the only other property within the context area where an RV is visible has the RV placed behind the setback line as required by code. There are no properties with similar encroachments outside the setbacks so the request is not found to be compatible with the neighborhood.

Recommendation: Disapprove. The required findings of fact do not support the application, particularly finding #2. Allowing the RV to remain in its present location would be in clear violation of the location requirements. The City Council would have to act to allow placement of a structure in the right of way under Code of Ordinances Section 24-51.

Should either the committee or the City Council choose to approve the application, a condition restricting the approval to the present owners only would be appropriate.

ZONING REQUEST



CASE NO: COMP15-02

PARCEL: 101A-02-144-00

LOCATION:
2517 BUCKNER AVE

PROPERTY OWNER:
LINDA JENKINS

APPLICANT: OWNER

ZONING: MDR

WARD: 6

SUBJECT PROPERTY

 **ZONING**

 FLOODWAY

 AE (BFE Determined)

 A (No BFE Determined)

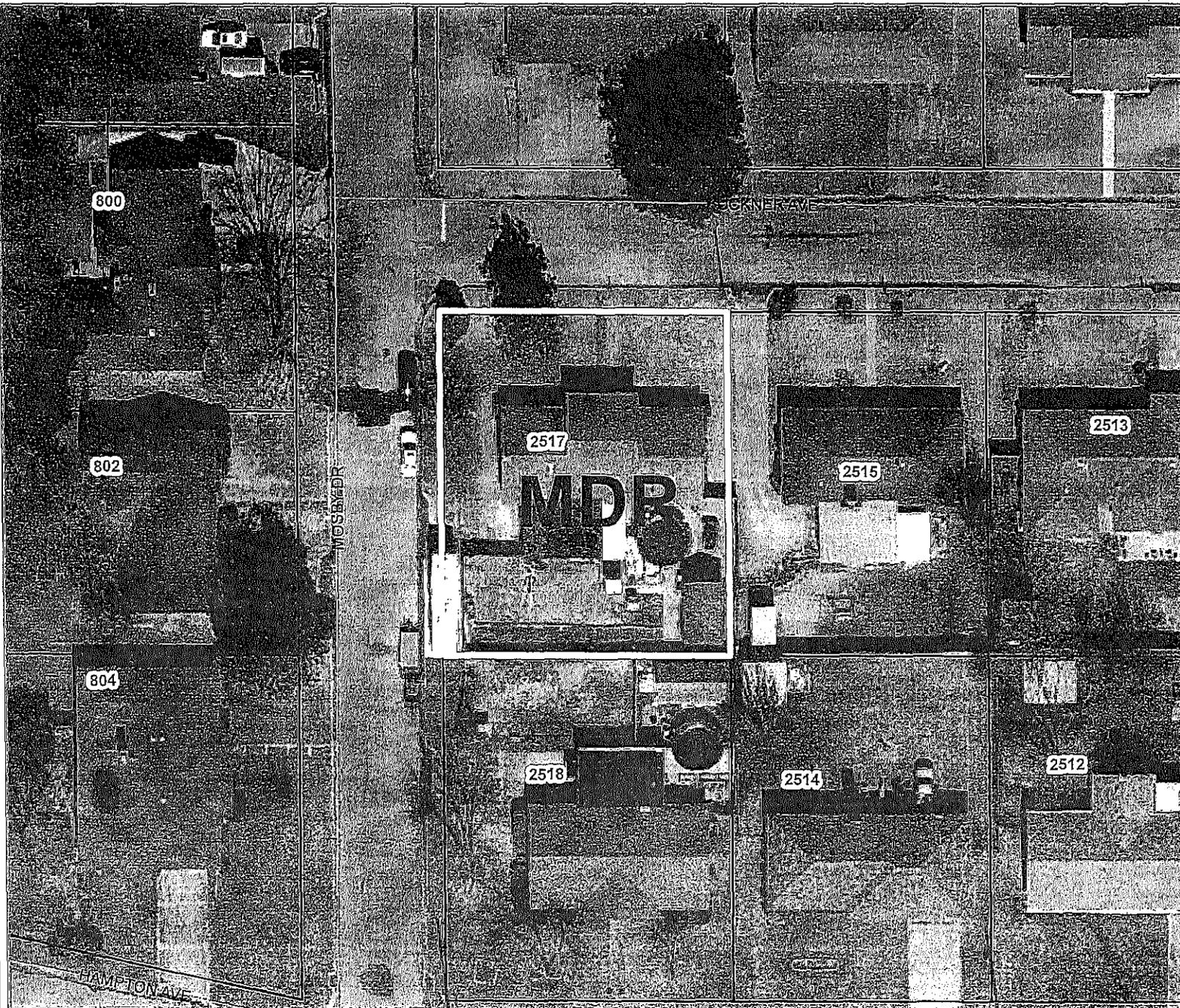
 RAILROAD

 WATER BODIES

0 5 10 20 30 40 50
Feet

1 inch = 50 feet

N



The City of Tupelo Development Code and Official Zoning Map can be viewed online at <http://www.tupeloms.gov/development>

Tupelo City Hall 71 East Troy Street P O Box 1485 Tupelo Mississippi 38802 662-841-6510

A/O AGRICULTURAL/OPEN	LDR LOW DENSITY RESIDENTIAL	MUAC MIXED USE ACTIVITY CENTER	MUD MIXED USE DOWNTOWN	MUR MIXED USE RESIDENTIAL
I INDUSTRIAL	MDR MEDIUM DENSITY RESIDENTIAL	MUCC MIXED USE COMMERCIAL CORRIDOR	MUE MIXED USE EMPLOYMENT	RC REGIONAL COMMERCIAL

Minutes of Public Hearing

Compatible Use 15-02, 2517 Buckner Street

Present for the hearing were Development Services staff Shane Hooper, Pat Falkner, Marilyn Vail, Debra Byrd, and Peggy Woods, and applicants James and Linda Jenkins. City Planner Pat Falkner chaired the meeting. He explained the compatible use hearing process and the applicable sections of the Development Code. The action requested is to allow a concrete slab on the Mosby Street side of the property to be used as a parking pad for a recreational vehicle.

Mr. Jenkins stated that the concrete pad had been in place when he bought the property in November 2005, and that the RV had been parked there for several years with no objections until 2012. At that time he spoke with several members of the city council and, based on that conversation, had paid \$1225 to have a second sewer tap installed to the pad so the RV could dump there.

Mr. Falkner stated that the immediate area of the property had been visually surveyed to determine if the camper and slab as located could be considered compatible with the neighborhood. Only one other visible RV was seen and it is located appropriately, between houses and within the setback limits as required by code section 11.6.3 (11) (c). Based on the survey of the neighborhood, Mr. Falkner determined that the request does not meet the required findings that the action (a) is in harmony with the neighborhood, (b) meets applicable special requirements, and (d) obtains the minimum passing score on the compatibility checklist. He did find that the request met item (c), no adverse effect on health or safety.

Mr. Falkner advised the applicant that the request was denied and that they had the right to appeal the decision to the Planning Committee.

May 8, 2015

To Whom It May Concern:

I would like to appeal the decision of the Tupelo Department of Development Services to deny my request for a Compatible Use to locate a camper on a concrete pad on the Mosby side of the residence located at 2517 Buckner.

Sincerely,

A handwritten signature in cursive script that reads "Linda Jenkins". The signature is written in black ink and is positioned above the typed name.

Ms. Linda Jenkins