

TUPELO CITY COUNCIL MEETING AGENDA

TUESDAY, JUNE 2, 2015

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**

(INCLUDES BOTH TABLED LIST FROM MAY 19 AND
NEW LIST FOR JUNE 2)

(CLOSE PUBLIC AGENDA AND RETURN TO REGULAR SESSION.)

6. ACTION AGENDA

BL 6.1 **REVIEW/RATIFY LEASE WITH TUPELO AIRPORT AUTHORITY**

(NOTE: This item was tabled at last meeting.)

7. ROUTINE AGENDA

7.1 REVIEW/APPROVE MINUTES OF REGULAR CITY COUNCIL

MEETING TUESDAY, MAY 19, 2015

7.2 REVIEW/PAY BILLS

JS 7.3 REVIEW/APPROVE BOARD APPOINTMENTS

- A. APPOINTMENT TO CVB FROM THE TUPELO INNKEEPERS ASSOCIATION
- B. APPOINTMENT TO CVB FROM THE TUPELO RESTAURANT ASSOCIATION
- C. APPOINTMENT TO THE CIVIL WAR CENTER BOARD

KH 7.4 REVIEW/APPROVE FY 2016 BUDGET CALENDAR

KH 7.5 REVIEW/APPROVE HOMELAND SECURITY GRANT

KH 7.6 REVIEW/APPROVE BUDGET REVISION #8

MB 7.7 REVIEW/APPROVE RESOLUTION APPOINTING MML 2015

VOTING DELEGATES

BL 7.8 REVIEW/APPROVE CONTRACT WITH TUPELO LEE COUNTY

HUMANE SOCIETY

BL 7.9 REVIEW/APPROVE CSPIRE FIBER TO HOME AGREEMENT

SH

(NOTE: THIS ITEM WAS TABLED AT LAST MEETING)
7.10 A REVIEW/APPROVE LISTING OF LOT MOWINGS FOR
B REVIEW/ APPROVE LISTING OF LOT MOWINGS FOR JUNE 2

MAY 19

SH 7.11 REVIEW/APPROVE PLANNING COMMITTEE MINUTES

AF 7.12 REVIEW/RATIFY CONTRACT FOR JOYNER SPLASH PAD PROJECT

(CONTRACT ON FILE IN COUNCIL CLERK'S OFFICE)

JT 7.13 REVIEW/AWARD CHANGE ORDERS FOR SRF 2015 WATER PROJECTS

CW 7.14 REVIEW/APPROVE ENGINEERING CONTRACT WITH CIVIL LINK FOR
SHARON HILLS DRAINAGE PROJECT

KH 7.15 REVIEW/APPROVE SURPLUS OF PROPERTY

8. STUDY AGENDA

(NO ITEMS)

9. EXECUTIVE SESSION

10. ADJOURNMENT

#5,1,A

LOT MOWING LIST FOR PUBLIC HEARING
MAY 19, 2015

	PARCEL	LOCATION	OWNER NAME
14001	089P3120000	494 SOUTH GREEN STREET	PLUMBING SERVICES INC
14062	105H1503200	3347 MEADOW DRIVE	SHIPMAN JAMES L
14065	077R3603500	MARIE STREET	HALE WILLIAM F JR
14067	077Q3624500	304 HANCOCK STREET	HAMILTON BRENDA J
14072	101E0217000	LAKESPUR CIRCLE	SPRING LAKE LLC
14073	101U1103900	2612 CAMELLA COVE	SPRING LAKE LLC
14074	101U1104200	2649 CAMELLIA COVE	SPRING LAKE LLC
14075	101U1104100	2627 CAMELLA COVE	SPRING LAKE LLC
14077	102V1000145	1918 COLUMBINE DRIVE	SPRING LAKE LLC
14079	101U1103700	1892 COLUMBINE DRIVE	SPRING LAKE LLC
14098	077H2519600	1122 WOODLAWN STREET	BOUTIN KEVIN
14099	077H2520500	1150 WOODLAWN STREET	BOUTIN KEVIN
14101	076Q2400700	1805 TRACE	BOUTIN KEVIN
14102	077H2500400	1108 JOYNER AVENUE	BOUTIN KEVIN
14103	077H2504800	824 CHESTER AVENUE	BOUTIN KEVIN
14104	089J3120000	1002 BLAIR STREET	BOUTIN KEVIN
14109	101A0205400	2614 HAMPTON AVENUE	BRANNIGAN WILLIAM P III & MOLLIE J
14110	101A0213700	2504 HAMPTON AVENUE	BANCORPSOUTH

Revised

#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

7.1

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI

MAY 19, 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, May 19, 2015, at 6:00 p.m. with the following in attendance: Council Members Markel Whittington, Lynn Bryan, Travis Beard, Nettie Y. Davis, Buddy Palmer, Mike Bryan and Willie Jennings; City Attorney Ben Logan; and Glenda Muse, Clerk of the Council.

Councilwoman Davis introduced Rev. Gloria McKinney, Pastor of St. Paul United Methodist Church, who led the invocation, and the Pledge of Allegiance was led by a group of Boy Scouts from Tiger Den Pack 12 sponsored by First United Methodist Church. The scouts were introduced by Councilman Markel Whittington.

IN THE MATTER OF CALLING THE MEETING TO ORDER

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

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

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

ADD: Proclamation in recognition of "Public Works Week"

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

IN THE MATTER OF RECOGNITION OF BOY/GIRL SCOUTS

The following scouts from Tiger Den Pack 12 sponsored by First United Methodist Church had participated earlier in the Pledge of Allegiance. Scouts included Tripp Riles, Will Perry, Whit Harbour, Erasmus Crisp, Cooper Bingham, Lewis Russell, and Tucker Burk. Den Leaders for this Pack are Chris Riles and Ryan Russell. Mayor Shelton then presented each one with their Tiger Badges.

IN THE MATTER OF RECOGNITION OF CITY EMPLOYEES

No city employees were present for recognition.

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI

MAY 19, 2015

IN THE MATTER OF PROCLAMATION IN RECOGNITION OF “PUBLIC WORKS WEEK”

Chuck Williams, Director of the Tupelo Public Works Department, accepted a proclamation from Mayor Shelton recognizing the week of May 17 – 23, 2015, as “Public Works Week” in the city. Public works infrastructure, facilities and services are of vital importance to the health, safety and well-being of the people of Mississippi. These services could not be provided were it not for the dedicated efforts of public works professionals, managers and employees from State and local units of government and the private sector. It is in the public interest for the citizens and civic leaders of Mississippi to gain knowledge of and to maintain a progressive interest in the public works needs and programs of their respective communities. The year 2015 marks the 55th annual National Public Works Week sponsored by the American Public Works Association.

IN THE MATTER OF PUBLIC RECOGNITIONS

The following public recognitions were made by Council Members:

...Councilwoman Davis – Invited everyone to visit the Shake Rag Exhibit on display at the Convention and Visitors Bureau. Mrs. Pat Rasberry and a committee have put much time and effort into gathering historic information, artifacts and pictures, etc. for this exhibit.

...Councilwoman Davis – Announced that the next “Revive Tupelo” event will be held at White Hill M.B. Church on Thursday, May 21, 2015, beginning at 6:30 p.m.

...Councilman Palmer – Invited all citizens to come out to Veterans Park on Memorial Day, Monday, May 25, 2015, to participate in commemorating and honoring all veterans.

...Councilman Palmer – Recognized several members of Mr. Lawrence Stanley’s family who were present for re-naming a street in Veterans Park in his honor. This item will appear later on in this meeting.

IN THE MATTER OF MAYOR’S REPORT

Mayor Shelton, also, recognized members of Mr. Lawrence Stanley’s family stating Mr. Stanley exhibited what a Christian means in his actions and being a witness in his daily life. The Mayor thanked them for coming. The Mayor recognized another Boy Scout at this time. Garrett Collins of Troop #3, sponsored by First Presbyterian Church, was in attendance as he is working on his “Citizenship in the Community” badge.

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI

MAY 19, 2015

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

5. PUBLIC AGENDA

5.1 PUBLIC HEARINGS

5.1.A PUBLIC HEARING REGARDING LOT MOWINGS

A resident of 1404 Van Buren Avenue appeared before the City Council to address a citation she had received from the Development Services Department regarding mowing of her property. However, she was informed that her property was not listed on the current lot mowing list and she did not need to appear before the council.

**5.1.B PUBLIC HEARING REGARDING SPLASH PAD
PLANNED FOR THERON NICHOLS PARK**

President Bryan announced that at this time the City Council would accept citizen comments regarding the splash pad that is planned for Theron Nichols Park. The City of Tupelo intends to apply for a Land and Water Conservation Fund grant to help fund the splash pad, and as part of the grant process, the citizens are offered the opportunity to voice opinions on the project at this Public Hearing.

No citizen appeared to speak. However, Councilman Willie Jennings had some comments regarding the public hearing. He stated some of the people at the Southern Heights Neighborhood Association meeting had asked him if they needed to be at the hearing and he had told them it really wasn't necessary as this was standard procedure to have two public hearings doing this type of grant. Councilman Jennings said they were intending to be here if they needed to and he had told them they did not have to be here.

It should be noted that this was the second Public Hearing regarding this grant, the first having been held at the regular City Council meeting of Tuesday, May 5, 2015.

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

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI

MAY 19, 2015

6. ACTION AGENDA

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

Upon a motion by Councilman Beard, seconded by Councilwoman Davis, the council voted unanimously to table this matter at this time. This action was taken on advice of legal counsel.

7. ROUTINE AGENDA

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

Upon a motion by Councilman Whittington, seconded by Councilman Palmer, the council voted unanimously to approve the minutes of the regular City Council meeting of Tuesday, May 5, 2015, and the minutes of the special called City Council meeting of Tuesday, May 12, 2015.

IN THE MATTER OF REVIEW/PAY BILLS

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

Check Nos. 130014 through 130394 (Pool Cash Fund)
Check Nos. 316078 through 316084 (Pool Cash Fund)
Electronic transfers as shown on the face of the docket.
Invoices as shown on the face of the docket.
Requests made by AFLAC to reimburse employees under Flex-One
Plan as shown on the face of the docket.

IN THE MATTER OF REVIEW/APPROVE FY 2015 BUDGET REVISION #7

Upon a motion by Councilwoman Davis and a second by Councilman Beard, the council voted unanimously to approve FY 2015 Budget Revision #7, a copy being attached to these minutes as APPENDIX A.

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI

MAY 19, 2015

IN THE MATTER OF REVIEW/APPROVE RESOLUTION OF
AUTHORIZATION TO SUBMIT APPLICATION FOR 2015 JUSTICE
ASSISTANCE GRANT

By memorandum dated May 13, 2015, Terri Blissard, Grant Administrator, submitted to the Mayor and City Council a resolution permitting the City of Tupelo to participate as a co-applicant, along with Lee County, in the submission of an application for a Justice Assistance Grant (JAG) in the amount of \$14,332. This grant required no match and is offered by the Department of Justice's Bureau of Justice Assistance in order to provide law enforcement agencies with funds for programs, equipment, and supplies.

The JAG allocation this year has been designated jointly for the City of Tupelo and Lee County. In order to receive funds, the two agencies must apply for the grant together in a single application and include a memorandum of understanding confirming the division of funds and naming an administrative agency.

Tupelo Police Chief Bart Aguirre and Lee County Sheriff Jim Johnson have agreed to divide the money evenly, and the City of Tupelo will administer the grant.

Upon a motion by Councilman Beard and a second by Councilwoman Davis, the council voted unanimously to approve a Resolution of Authorization to Submit Application for 2015 Justice Assistance Grant as explained above. An executed copy of this document is attached to these minutes and incorporated herein as **APPENDIX B.**

Upon a motion by Councilman Whittington and a second by Councilman Palmer, the council voted unanimously to approve a Memorandum of Understanding to confirm a cooperative agreement between the City of Tupelo and Lee County regarding the 2015 Justice Grant (JAG) from the Department of Justice's Bureau of Justice Assistance. An executed copy of same is attached hereto and made a part of these minutes as **APPENDIX C.**

IN THE MATTER OF REVIEW/APPROVE LISTING OF LOT MOWINGS

During a discussion of this item, several controversial issues arose regarding the list presented and different opinions offered by council members as to how it should be handled. After being unable to reach a solution, upon advice of legal council, Councilwoman Davis moved to table the matter; the motion was seconded by Councilman L. Bryan and unanimously approved by a vote of the council.

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI

MAY 19, 2015

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

Upon a motion by Councilman Beard, seconded by Councilman L. Bryan, the council voted unanimously to accept the minutes of the Tupelo Major Thoroughfare Program meeting of April 13, 2015, a copy being attached hereto as **APPENDIX D.**

IN THE MATTER OF REVIEW/APPROVE REQUEST FOR INTERNATIONAL TRAVEL FOR CONVENTION & VISITORS EMPLOYEE

Neal McCoy, Executive Director of the Tupelo Convention and Visitors Bureau, had sent a request to the Mayor and City Council for approval for international travel for Jennie Bradford Curlee, an employee of that department, for July 2015. The Mississippi Development Authority Division of Tourism has extended an invitation to select destination marketing organizations to participate in an international sales mission to Germany this summer. The mission will include a combination of tour operator sales calls, media appointments, reservation staff training plus retail agent training throughout Germany. This is a collaborative effort between the Memphis and Mississippi Tourism Partnership.

Upon a motion by Councilman L. Bryan and a second by Councilman Palmer, the council voted unanimously to approve this request of Director McCoy for this international travel.

IN THE MATTER OF REVIEW/ACCEPT MINUTES OF PARKS ADVISORY BOARD MEETING

Upon a motion by Councilman Whittington, seconded by Councilman Jennings, the council voted unanimously to accept the minutes of the Parks Advisory Board meeting of February 10, 2015, a copy being attached hereto as **APPENDIX E.**

IN THE MATTER OF REVIEW/APPROVE CHANGE ORDER NO. 1 FOR TUPELO SRF FY13 WATER SYSTEM IMPROVEMENTS – INDIAN HILLS ELEVATED WATER STORAGE TANK

Johnny Timmons, Director of the Tupelo Water and Light Department, had presented Change Order No. 1 for the Tupelo SRF FY13 Water System Improvements – Indian Hills Elevated Water Storage Tank Project to the Mayor and City Council for their consideration. This change order will add 60 days to the contract completion date of this project and is necessary due to inclement weather. The revised contract completion date is July 17, 2015.

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI

MAY 19, 2015

Upon a motion by Councilman Beard, seconded by Councilwoman Davis, the council voted unanimously to approve Change Order No. 1 for this project. An executed copy of the same is attached to these minutes as **APPENDIX F.**

IN THE MATTER OF REVIEW/APPROVE REQUEST TO RENAME ROAD LOCATED IN VETERANS PARK

Councilman Palmer stated it was an honor for him to move to rename Lu-ti-ka Road located in Veterans Park to "Lawrence Stanley Memorial Drive" in memory of the late Lawrence Stanley. The motion was seconded by Councilwoman Davis. Alex Farned, Director of the Tupelo Parks and Recreation Department, had sent a request to Mayor Shelton and the Tupelo City Council for this action. Earlier in the meeting, family, friends and many residents of East Tupelo had been recognized by Mayor Shelton. Councilman Palmer added that all missed Mr. Stanley and this action on the part of the City Council was just one way when we go to the park and walk around out there and down that drive, you can almost feel his presence. He is there and I think this is a great way to remember him. Mr. Stanley was well known both in his neighborhoods in East Tupelo and all parts of the city for his "Tupelo Spirit" in many endeavors. He, also, was a former employee of the City of Tupelo. The motion passed unanimously by a vote of the City Council.

IN THE MATTER OF REVIEW/APPROVE REQUEST TO ADD POLICE OFFICERS FOR SPECIAL POLICE DETAIL AT MALL AT BARNES CROSSING

Upon a motion by Councilman Jennings, seconded by Councilman Palmer, the council voted unanimously to approve a list of additional police officers who have requested to serve on the special police detail at Mall at Barnes Crossing. A copy of the list of these additional officers is attached to these minutes as **APPENDIX G.**

8. **STUDY AGENDA**

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

At the request of two council members, this item will be moved to the next agenda.

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI

MAY 19, 2015

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

At the request of two council members, this item will be moved to the next agenda.

IN THE MATTER OF ADJOURNMENT

There being no further business to come before the City Council, upon a motion by Councilman Jennings, seconded by Councilman Beard, the council voted unanimously to adjourn the regular meeting at 6:45 p.m.

PRESIDENT

ATTEST:

CLERK OF THE COUNCIL

APPROVED:

MAYOR

7.3 A

City of Tupelo

Memo

To: City Council

From: Mayor Jason L. Shelton

cc: Stephanie Browning

Date: May 29, 2015

Re: Recommendation of appointment to the Innkeepers Association

It is my recommendation that Ms. Stephanie Browning be appointed to the Innkeepers Association. Please consider this recommendation.

Thank you,

Jason L. Shelton

A handwritten signature in black ink, appearing to read "J. Shelton", written in a cursive style.

7.3 B

City of Tupelo

Memo

To: City Council
From: Mayor Jason L. Shelton
cc: Chauncey Godwin
Date: May 29, 2015
Re: Recommendation for CVB Board

It is my recommendation that Mr. Chauncey Godwin be appointed to the CVB Board. Please consider this recommendation.

Thank you,

Jason L. Shelton

A handwritten signature in cursive script, appearing to read "Jason L. Shelton".

7.3 c

City of Tupelo

Memo

To: City Council

From: Mayor Jason L. Shelton

cc: David Wilson

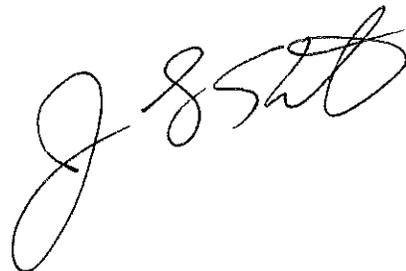
Date: May 29, 2015

Re: Recommendation of appointment to the Civil War Center Board

It is my recommendation that David Wilson be appointed to the Civil War Center Board of Directors. This appointment will replace Dick Hill per his request.

Thank you,

Jason L. Shelton

A handwritten signature in black ink, appearing to read "J. Shelton", written in a cursive style.

**PROPOSED BUDGET CALENDAR
FY 2016**

<u>Date</u>	<u>Process</u>
May	Distribute departmental request forms and notification of due date
June 26	Deadline for return of department request to the Finance Department
July	Revenue Projection (Section 21-35-5)
July 20 & 27	Publish notice twice for Public Hearing on Budget
August 4	Hold Public Hearing on Budget (Section 21-35-5)
August 1 - 31	Hold Budget Planning Sessions (To be determined by the Council)
August 3 - 7	Review anticipated Tax Levy to determine whether public notice is required for any levy
August 12 & 19	If required, publish notice for tax increase for two weeks prior to adoption of the budget
September 8	Adopt Lee County Tax Assessment Rolls (No later than 9/15/2015) (Section 21-33-45)
September 8	Set Tax Levy necessary to support adopted budget (No later than 9/15/2015) (Section 21-33-45)
September 8	Adopt Budget (No later than 9/15/2015) (Code Section 21-35-9)
September 9	Deliver Tax Levy to Lee County Tax Assessor (No later than 9/15/2015) (Code Section 21-33-45)
September 9	Deliver Tax Levy to State Department of Audit (No later than 9/15/2015) (Code Section 21-33-45)
September 22	Resolution of Fireman Fund for FY 2016
September 18 - 25	Give Public Notice of availability of budget for inspection 9/30/2015
September 18 - 25	Publish adopted budget (Code Section 21-35-5)
October 6	Approve Municipal Compliance Questionnaire (State Department of Audit)

1.5

Memo

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

From: Terri Blissard, Grant Administrator JB

Date: May 22, 2015

Re: Homeland Security Grant

Please find attached an award letter and grant agreement for funding 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.

STATE OF MISSISSIPPI
AND
GOVERNOR PHIL BRANT



HOMELAND SECURITY
COOPERATIVE AGREEMENT

Between

CITY OF TUPELO

AND

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY



HOMELAND SECURITY COOPERATIVE AGREEMENT (CA)

On behalf of Governor Haley Barbour, this Cooperative Agreement is entered into between the Department of Public Safety, Office of Homeland Security, hereto referred to as *Grantee*, City of Tupelo, Mississippi, hereto referred to as *Subgrantee*.

Article I. Purpose

The purpose of this Cooperative Agreement (CA) is to utilize 100% federal funding (no match required) provided through the Office for Domestic Preparedness, U.S. Department of Homeland Security to enhance capabilities within the State of Mississippi to respond to acts of domestic and international terrorism including the use of weapons of mass destruction. The Department of Public Safety, Office of Homeland Security will accomplish this by prioritizing and facilitating the delivery and use of federal financial assistance as identified in the published Office for Domestic Preparedness Homeland Security Grant Program Guidance (attached). This enables the Subgrantee to exercise management discretion and control in achieving the specified objectives of this Cooperative Agreement within the State of Mississippi. It is intended that this partnership will result in the development of a competent and sustainable system designed to provide prevention/deterrence and emergency response to a potential terrorism event within the State.

Article II. Scope of Work

The objectives outlined within the performance period of this Cooperative Agreement will be supportive of the priorities defined in the State Homeland Security Three-Year Strategic Plan in the form of equipment, planning, training, exercise, management and administration funding and shall be in compliance with the Office for Domestic Preparedness Homeland Security Grant Program Guidance.

Article III. Period of Performance

The period of performance for this Cooperative Agreement shall begin on the date of acceptance of the **SUB-GRANT AWARD** execution and shall continue through the period of SUB-GRANT AWARD unless terminated by the Department of Public Safety. Future SUB-GRANT AWARDS for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.

Article IV. Roles and Responsibilities

A. Local *Sub grantee* General Guidance

1. The local *Subgrantee* shall develop and improve their capability to combat the affects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published OJP selected equipment list or support of planning, exercises or training activities associated with the prevention, response or recovery from terrorism incidents.
2. The chief elected official is responsible for committing to the terms of this CA, budgeting local funds to purchase equipment or support jurisdictional exercise, training and planning efforts for executing this CA on behalf of the *Subgrantee's* jurisdiction.
3. The Sub-Grantee shall designate a *Subgrantee* public official as the Subgrantee Grant Administrator (SGA) for developing and attaching the CA scope of work to Appendices A & B, obtaining project approval from respective officials, reporting, submitting applications to Grantee, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the *Subgrantee* to *Grantee* for repayment. **The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MSOHS) via the Initial Strategy Implementation Plan (ISIP) and the Biannual Strategy Implementation Report (BSIR)**

B. Local Homeland Security Program Guidance

The Homeland Security Grant Program (HSGP) through the State Homeland Security Program (SHSP) provides funds for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of State and local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber attacks; for costs related to the design, development, and conduct of a State CBRNE and cyber security training programs and attendance at ODP-sponsored CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Assessments and Strategies (SHSAS). See Annex A (Local Homeland Security Program) for specific guidance, policies, and reporting requirements.

C. Local Law Enforcement Terrorism Prevention Program Guidance

The HSGP through the Law Enforcement Terrorist Prevention Program (LETPP) will provide law enforcement communities with funds to support the following prevention activities: information sharing to pre-empt terrorist attacks; target hardening to reduce vulnerability of selected high value targets; recognition of potential or developing threats; interoperable communications; and intervention of terrorists before they can execute a threat. These funds may be used for planning, organization, training, exercises, and equipment. See Annex B (Law Enforcement Terrorism Prevention Program) for specific guidance, policies, and reporting requirements.

D. Local Citizen Corps Program Guidance

The HSGP through the Citizen Corps Program (CCP) funds will be used to support Citizen Corps Councils with planning, outreach, and management of Citizen Corps programs and activities. The CCP provides the resources necessary for local jurisdictions and local communities to: 1) bring together the appropriate leadership to form and sustain a Citizen Corps Council; 2) develop and implement a plan for the community to engage all citizens in homeland security, community preparedness, and family safety; 3) conduct public education and outreach in order to inform the public about their role in crime prevention, mitigation, emergency preparedness for all hazards, and public health measures, including bioterrorism, and to encourage personal responsibility and action; 4) develop and implement Citizen Corps programs offering training and volunteer opportunities to support first responders, disaster relief groups, and community safety efforts, to include the federal programs: Community Emergency Response Teams (CERT), Medical Reserve Corps(MRC); and 5) coordinate Citizen Corps activities with other DHS funded programs and other federal initiatives. See Annex C (Local Citizen Corps Program) for specific guidance, policies, and reporting requirements.

E. State *Grantee*

1. The *Grantee* shall be the Department of Public Safety, Office of Homeland Security, acting on behalf of the State of Mississippi.
2. The Commissioner of the Department of Public Safety (DPS) or the Commissioner's Designee is the state signatory official and shall be the principal state official responsible for committing the state to the terms of this agreement. The DPS Commissioner, or his designee acting in the absence of the Commissioner, will exercise final approval authority of all *Subgrantee* applications, grant awards, allocations, and requests for reimbursements and for ensuring overall *Grantee* administration.

3. The DPS, Office of Homeland Security, is designated the *Grantee* Point-of- Contact (POC) for assisting the *Subgrantee* in developing the authorized equipment purchase list, specialized training requirements, and for providing overall day-to-day program management.

Article V. Funding Consideration

The *Grantee* POC will receive and review *Subgrantee's* application and forward to the DPS Commissioner for approval. After approval the *Grantee* will issue a sub-grant award letter, which authorizes the *Subgrantee* to expend local funds and be reimbursed pursuant to the terms of this CA. **Local funds expended prior to the date of the award letter are not authorized to be reimbursed.**

When the *Subgrantee* has expended funds awarded, the SGA will prepare and submit a Request for Reimbursement to the *Grantee POC*. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The *Grantee POC* will review the reimbursement package for completeness and forward to the *Grantee* Office of the Comptroller for payment.

- A. The *Grantee* will not be liable under this Agreement for any amount greater than the award allocated by the Office for Domestic Preparedness to the State for the grant performance period.
- B. No cost or obligation shall be incurred by the *Grantee* under this Agreement unless and until the *Grantee* advises the *Subgrantee* in writing that the application has been approved and funds are available.
- C. Reimbursement will be made by the *Grantee* to the *Subgrantee* based on the **Mississippi Subgrantee Reporting Worksheet**. Required documentation must accompany the worksheet.
- D. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal guidelines, and submission for reimbursement made in accordance with DPS administrative procedures.
- E. *Subgrantee's* requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the grantee POC explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in current annual jurisdictional budget must be accompanied by purchase orders. No request for advance of funds will be granted for amounts less than \$2,500.00.

- F. *Subgrantee's* Request for Reimbursement and other required financial reports will be submitted to the *Grantee* with a copy of all receipt(s) or invoices showing that authorized equipment has been paid for in-full by *Subgrantee* and attached to an approved grant application.

Article VI. Maintenance, Replacement costs and Use of Equipment

- A. Equipment purchased under the terms of this CA will be stored, maintained and used in accordance with the purpose and objectives of this Cooperative Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. **If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the *Subgrantees*.**
- B. The subgrantee is required to maintain an equipment inventory list that contains the following information: equipment description, identification/serial number, title holder, acquisition date, cost, percentage of federal funds used in the cost, location, use and condition, and disposition date.

Article VII. Nonperformance

Failure by the *Subgrantee* to comply with the terms of this Cooperative Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the *Grantee*. Failure to expend all grant funds awarded (by date stated on Awards Letter) and to comply with *Grantee* request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

Article VIII. Administrative Provisions

A. General

The *Grantee* and *Subgrantee* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by the Office for Domestic Preparedness and set forth in other applicable state and federal guides.

B. Reports

- a. Initial Strategy Implementation Plan (ISIP) is a detailed report of the planned activities associated with ODP grant funding. All funds provided must be linked to one or more projects, which in

turn must support specific goals or objectives in the State Homeland Security Strategy.

- b. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities noted in the ISIP, and will include an update of all information submitted in that report.

C. Other Provisions

1. Nothing in this agreement is intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

2. Subgrantee is required to ensure that grant monies are used to support all Emergency Service related agencies and departments, specifically law enforcement, fire and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.

3. Subgrantee is required to submit with the signed Cooperative Agreement a copy of their most recent financial audit.
If the subgrantee (organization/jurisdiction) expends \$500,000 or more in federal funds (from all sources including pass-through sub awards) in the subgrantee's (organization/jurisdiction) fiscal year (12-month turnaround reporting period) is required to have a single organization/jurisdiction wide audit conducted in accordance with the provisions of the Office of Management and Budget (OMB) Circular A-133.

4. All final requests for reimbursement must be received in the Mississippi Office of Homeland Security no later than 45 days after the end date of the grant award.

5. Subgrantee is required to complete EHP Review as required for Equipment Purchases and any type of Construction.

6. All subgrantees (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities in order to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.

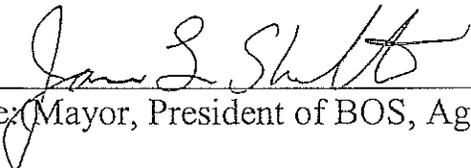
7. Effective October 1, 2010 ALL subgrantees are required to have and furnish a Dun and Bradstreet Data Universal Numbering System (DUNS) number to the Mississippi Office of Homeland Security as a component of the Article IX. A DUNS number is the nine digit number established and assigned by Dun and Bradstreet, Inc (D&B) to uniquely identify business entities. If your jurisdiction does not have a DUNS number, one may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

NO GRANT AWARD LETTER WILL BE ISSUED WITHOUT THE SUB GRANTEE HAVING A DUNS NUMBER.

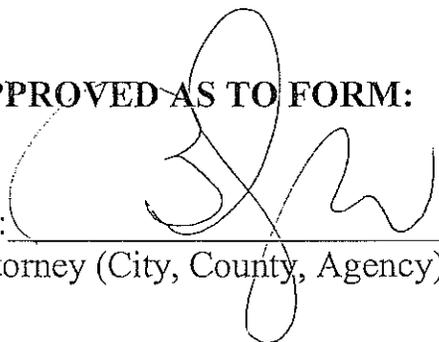
Article IX. Sole Source Procurement Verification

Subgrantee is required to document on the Budget Detail Worksheets any sole source purchases and the subgrantee is required to submit with their request for reimbursement documentation as required by the State of Mississippi procurement policies and 44CFR 13.36(a) for any sole source purchases. **No reimbursement requests for a sole source purchase will be processed without this required documentation.**

Subgrantee: (Name of jurisdiction/agency) City of Tupelo

By:  Date: June 2, 2015
Title: (Mayor, President of BOS, Agency Director)

APPROVED AS TO FORM:

By:  Date: June 2, 2015
Attorney (City, County, Agency)

7.6

City of Tupelo
Fy 2015 Budget Revision #8

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

	Original Budget	Amendment	Amended Budget
General Fund Revenues			
Local Taxes	6,917,304		6,917,304
Licenses & Permits	912,000		912,000
Intergovernmental Revenues	23,244,239	60,000	23,304,239
Charges for Services	744,500		744,500
Fines & Forfeits	1,092,000		1,092,000
Interest Income & Misc. Revenues	375,369	30,600	405,969
Other Financing Resources	81,310		81,310
Unreserved Fund Balance	1,695,000	-	1,695,000
Total General Fund Revenues	35,061,722	90,600	35,152,322

Purpose: To accept donations for the 2015 All America City Competition (20,600). See attached list.
To accept donations from United Way for the Reforestation project (10,000).
To budget for the grant to be received from Homeland Security (\$60,000).

Expenditures:

City Council

Personnel	238,767		238,767
Supplies	1,500		1,500
Other Services & Charges	206,650		206,650
Capital	2,500	-	2,500
Total City Council	449,417	-	449,417

Purpose:

Executive Dept.

Personnel	593,643		593,643
Supplies	26,100		26,100
Other Services & Charges	326,250		326,250
Capital	1,000	-	1,000
Total Executive Dept.	946,993	-	946,993

Purpose:

City Court

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

Purpose:

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

Purpose:

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

Purpose:

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

Purpose:

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

Purpose:

<u>Fire Dept</u>			
Personnel	5,246,694		5,246,694
Supplies	241,420		241,420
Other Services & Charges	291,378	60,000	351,378
Capital	3,300	-	3,300
Total Fire Dept.	5,782,792	60,000	5,842,792

Purpose: To budget for the Homeland Security task force expenditures to be funded with grant funds awarded in FY 2015.

	Original Budget	Amendment	Amended Budget
<u>Public Works</u>			
Personnel	2,841,851		2,841,851
Supplies	432,100		432,100
Other Services & Charges	2,009,276		2,009,276
Capital	<u>5,000</u>	<u>-</u>	<u>5,000</u>
Total Public Works	<u>5,288,227</u>	<u>-</u>	<u>5,288,227</u>
Purpose:			
<u>Parks & Recreation</u>			
Personnel	1,563,951		1,563,951
Supplies	411,000		411,000
Other Services & Charges	845,654		845,654
Capital	<u>10,000</u>	<u>-</u>	<u>10,000</u>
Total Parks & Rec	<u>2,830,605</u>	<u>-</u>	<u>2,830,605</u>
Purpose:			
<u>Aquatics Facility</u>			
Personnel	352,499		352,499
Supplies	94,700		94,700
Other Services & Charges	261,500		261,500
Capital	<u>4,500</u>	<u>-</u>	<u>4,500</u>
Total Aquatics Facility	<u>713,199</u>	<u>-</u>	<u>713,199</u>
Purpose:			
<u>Museum</u>			
Personnel	107,436		107,436
Supplies	10,500		10,500
Other Services & Charges	35,850		35,850
Capital	<u>-</u>	<u>-</u>	<u>-</u>
Total Museum	<u>153,786</u>	<u>-</u>	<u>153,786</u>
Purpose:			
Community Services	<u>976,759</u>	<u>30,600</u>	<u>1,007,359</u>
Purpose: To budget for the purchase of trees from funds donated from United Way. (10,000) To budget for expenditures for the All America City competition. (20,600)			
Debt Service	<u>262,315</u>	<u>-</u>	<u>262,315</u>
Other Financing Uses	<u>4,341,549</u>	<u>-</u>	<u>4,341,549</u>
Purpose:			
Reserves	<u>50,139</u>	<u>-</u>	<u>50,139</u>
Total General Fund Expenditures	<u>35,061,722</u>	<u>90,600</u>	<u>35,152,322</u>

Voting

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

Approved:

 President of the Council
 City of Tupelo

Attest:

 Clerk of the Council

 Mayor
 City of Tupelo

Attest:

 City Clerk

2015 All America City Contributions

Traylor Group	1,000.00
ENT Physicians	200.00
Hudson Management	250.00
Burlington Northern	2,000.00
JBHM Architects	1,000.00
Jesco	1,000.00
Community Development Foundation	2,000.00
Mr. & Mrs. L.E. Gibens	500.00
Theodore Moll	1,000.00
Butler Snow	1,000.00
Renasant	1,000.00
JMT Consulting	50.00
Felix Rutledge	500.00
Jack R. Reed, Jr.	1,000.00
RW Reed Co.	1,000.00
Three Rivers	5,000.00
Coldwell Banker Southern Real Estate	250.00
Tigrett Steel	100.00
J & B Services	250.00
Threldkeld Enterprises, LLC	1,000.00
Coca Cola	<u>500.00</u>
Total	20,600.00

#7.7

RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE

2015 VOTING DELEGATES

FOR THE CITY OF TUPELO, MISSISSIPPI

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a second vice-president and to vote on any proposed bylaw changes; and

WHEREAS, the amended bylaws require the governing authority body, City Council, to designate in its minutes the voting delegate and two alternates to cast the vote for each member municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI,

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2015 Mississippi Municipal League election to be held at the annual convention on June 22 – June 24, 2015 are as follows:

Voting Delegate: Nettie Y. Davis, Councilwoman

First Alternate: Travis Beard, Councilman

Second Alternate: Buddy Palmer, Councilman

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by _____, seconded by _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the ____ day of _____, 2015.

(SEAL)

ADOPTED: _____

PRESIDENT

ATTEST:

CLERK OF THE COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

1.8

**CONTRACT BETWEEN CITY OF TUPELO, MISSISSIPPI
AND TUPELO-LEE HUMANE SOCIETY**

This Agreement is entered into this the _____ day of _____, 2014, between the City of Tupelo, Mississippi (hereinafter referred to as "City") and the Tupelo-Lee Humane Society (hereinafter referred to as "Humane Society") for fiscal year 2014-2015.

The City and Humane Society enter into a mutual agreement to provide animal care services within the City of Tupelo, Mississippi. In order to provide animal care services, the City and Humane Society agree to the following terms:

1. Animal Care Services is defined to include "domesticated" animals and shall not include by definition non-domesticated, "wild" animals, including but not limited to raccoons, owls, possums, snakes, rodents, etc. said being vermin and not under the purview of the Humane Society.

2. The Humane Society will provide animal care services for animals accepted by the Humane Society from either the Tupelo Police Department or any city resident. Tupelo Police Department Animal Control Officers will have 24 hour access to the Humane Society building. City residents will be allowed to deliver animals, as defined herein, during Humane Society's regular business hours as capacity allows. Humane Society reserves the right to refuse to accept any animal brought to Humane Society by any City resident.

3. The City will provide facilities and real estate for the erection of animal kennels by the Humane Society. Facilities and kennels are for use to assist in Humane Society's animal care services to the City of Tupelo and its residents as outlined herein. These facilities and land are presently located at 2400 South Gloster Street, Tupelo, Mississippi. As the owner, the City agrees to provide general maintenance to the primary animal shelter structure, including maintenance/repair of HVAC, electrical, plumbing, sewage, water systems as well as any upkeep/upgrades to said systems necessary for the improvement/maintenance of said systems/facility. The City also agrees to provide hazard insurance for said structure. Humane Society agrees to maintain the kennels and provide basic cleanliness (sweep, mop, empty trash, etc.) to both facilities and kennels. Said expenses for maintenance of kennels and basic cleanliness are to be paid from the yearly budgeted amount pursuant to the conditions set forth in paragraph 6 below:

4. It is expressly agreed that Tupelo Lee Humane Society is NOT responsible for the general maintenance of the facility provided by the City of Tupelo, said being the responsibility of City of Tupelo. City of Tupelo shall be entitled to charge back Tupelo Lee Humane Society up to \$17,500.00 for maintenance of the facilities provided by City of Tupelo. (See Paragraph 6) General maintenance expenses exceeding \$17,500.00 shall be the sole responsibility of City of Tupelo.

5. The Humane Society will provide suitable motor vehicles for its use in providing animal care services. As the owner of the motor vehicles, the Humane Society will provide general comprehensive liability insurance coverage of at least \$500,000.00 combined single limit coverage noting the City as an additional insured under said policy. The premium payments required for securing the referenced insurance coverage shall be paid from the yearly budgeted amount pursuant to the conditions set out in paragraph 6 below. Further, the Humane Society will be allowed to utilize the City's metro fuel services consistent with the conditions set out in paragraph 6 below.

6. 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. The budgeted amount provided for in fiscal year 2014-2015 is \$175,000.00 to allocated as follows:

(a) \$13,150.00 to be paid monthly for general operating expenses of the Humane Society; and

(b) the remaining sum of \$17,500.00 to be used as an annual credit balance ("credit pool") to which the Humane Society shall be entitled to apply necessary expenses for the maintenance of the kennels and basic cleanliness, as provided in Paragraph 3 above, and fuel used to operate the motor vehicle as set out in paragraph 5 above. City of Tupelo shall be responsible for general maintenance of the facility provided to Tupelo Lee Humane Society as provided by and consistent with Paragraph 4 herein. City of Tupelo is entitled to a charge back for general maintenance up to \$17,500.0. Any general maintenance costs exceeding \$17,500.00 shall be the sole responsibility of City of Tupelo.

At the conclusion of each fiscal year, any sums remaining unused from the credit pool will be distributed to the Humane Society on a lump sum basis. In the event sums charged to the credit pool exceed the sums available in the credit pool, a debit balance will be carried over to the next fiscal year and charged against that year's credit pool.

7. The Humane Society shall not be responsible for receiving and/or responding to calls from any person, agency or governmental entity concerning possible violations of the City's Animal Control Ordinance, a copy of which is attached hereto as Exhibit "A", said functions being the sole responsibility of the City of Tupelo. In addition, the Humane Society shall not be responsible for receiving and/or responding to calls from any person, organization or public entity concerning any type of domestic animal or not "wild animal", as defined above, located within the city limits of the City of Tupelo, that being the sole responsibility of the City of Tupelo. All calls regarding Animal Control issues will be directed to the Tupelo Police Department through the 9-1-1 system.

8. This agreement shall be for the effective term of one (1) year, from October 1, 2014 to September 31, 2015.

9. The Humane Society agrees to indemnify and hold harmless the City from all claims involving Humane Society employees carrying out the terms of this agreement.

10. The Humane Society agrees to maintain, at the Humane Society's expense, a general comprehensive liability insurance policy written by a responsible insurance carrier licensed to do business in the State of Mississippi, which shall insure all liability, personal injuries and property damages with policy limits of not less than \$500,000.00 combined single limit for any claim arising out of any on occurrence, noting the City as an additional insured under said policy. Such insurance shall provide for blanket contractual liability coverage for the liability assumed and indemnity provided for in Paragraph 9 hereof. The Humane Society shall provide a certificate of insurance evidencing the insurance coverage required in this section, which certificate shall provide that the insurance shall not be cancelled or materially amended unless thirty (30) days written notice is given to City.

11. All notices hereunder, if given to the City, shall be given as follows:
Chief Operations Officer
Post Office Box 1485
Tupelo, MS 38802-1485

And notices given to the Humane Society shall be given as follows:
Tupelo-Lee Humane Society
Post Office Box 1185
Tupelo, MS 38802-1185

12. The Humane Society shall make written monthly reports of activity to the Mayor of the City of Tupelo and the Tupelo City Council no later than the 15th day of each month.

13. This contract can be terminated, with or without cause, by either party with ninety (90) days written notice. In the event of default or failure to perform under the contract by the Humane Society, the City of Tupelo can terminate the contract with thirty (30) days notice. During the period between notification of termination and actual termination, both parties agree to comply fully with the terms and conditions provided for in this contract.

14. This contract is a full, final and entire agreement between the parties, superseding all prior agreements, correspondence and understandings. This contract shall not be amended except in writing, signed by both parties hereto. This contract has been executed on behalf of the parties by officers and agents duly authorized so to do and shall be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on this the ___ day of _____, 2014.

THE CITY OF TUPELO, MISSISSIPPI

JASON SHELTON, MAYOR

ATTEST:

CITY CLERK

TUPELO-LEE HUMANE SOCIETY

BY: _____

TITLE: _____

7.9

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 of 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 than 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 receipts 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

1.104

LOT MOWING LIST FOR PUBLIC HEARING
MAY 19, 2015

PARCEL	LOCATION	OWNER NAME
14001	089P3120000 494 SOUTH GREEN STREET	PLUMBING SERVICES INC
14062	105H1503200 3347 MEADOW DRIVE	SHIPMAN JAMES L
14065	077R3603500 MARIE STREET	HALE WILLIAM F JR
14067	077Q3624500 304 HANCOCK STREET	HAMILTON BRENDA J
14072	101E0217000 LAKESPUR CIRCLE	SPRING LAKE LLC
14073	101U1103900 2612 CAMELLA COVE	SPRING LAKE LLC
14074	101U1104200 2649 CAMELLIA COVE	SPRING LAKE LLC
14075	101U1104100 2627 CAMELLA COVE	SPRING LAKE LLC
14077	102V1000145 1918 COLUMBINE DRIVE	SPRING LAKE LLC
14079	101U1103700 1892 COLUMBINE DRIVE	SPRING LAKE LLC
14098	077H2519600 1122 WOODLAWN STREET	BOUTIN KEVIN
14099	077H2520500 1150 WOODLAWN STREET	BOUTIN KEVIN
14101	076Q2400700 1805 TRACE	BOUTIN KEVIN
14102	077H2500400 1108 JOYNER AVENUE	BOUTIN KEVIN
14103	077H2504800 824 CHESTER AVENUE	BOUTIN KEVIN
14104	089J3120000 1002 BLAIR STREET	BOUTIN KEVIN
14109	101A0205400 2614 HAMPTON AVENUE	BRANNIGAN WILLIAM P III & MOLLIE J
14110	101A0213700 2504 HAMPTON AVENUE	BANCORPSOUTH

LOT MOWING FOR PUBLIC HEARING
JUNE 2, 2015

PARCEL	LOCATION	OWNER NAME	OWNER ADDRESS 1	OWNER ADDRESS 2
14148	075R2201900 1738 FORREST HILL CV	<u>QUEEN MATTHEW L</u>	3492 FAIR OAKS	BELDEN, MS 38826
14149	075R2205200 3528 FAIR OAKS DR	<u>BARNES SHARON D</u>	3528 FAIR OAKS DR	BELDEN, MS 38826
14150	083R0805200 PIN OAK COURT	<u>BREWSTER PAMELA L</u>	301 SKYLINE CR	CRESTVIEW, FL 32539
14151	089F3012400 519 N CHURCH	<u>GREEN MELVIN & CATHERINE</u>	322 FRANKLIN	TUPELO, MS 38801
14152	089F3005600 536 WALKER	<u>SANDERS SHEILA</u>	2512 S GLOSTER	TUPELO, MS 38801
14153	089F3013200 635 N CHURCH	<u>MAYHORN STEVEN</u>	9392 BRYANT TRENT BLVD	OLIVE BRANCH, MS 38654
14154	089F3013600 632 N CHURCH	<u>CARRUTH NELLIE</u>	632 N CHURCH	TUPELO, MS 38804
14155	089F3013300 431 TOLBERT	<u>JAMISON ROBERT J & MINNIE E</u>	1008 HILDA ST	TUPELO, MS 38804
14156	089F3007600 760 N MADISON	<u>CUNNINGHAM BEATRICE EST</u>	% CLYTEE HESTER	3747 MINNESOTA AVE APT 2
14157	089E3018300 811 N MADISON	<u>FIELDER ARTHUR J AFA JR & ROWENA</u>	5203 GOLF VALLEY WAY	STONE MOUNTAIN, GA 30088
14158	089F3002700 528 BARNES	<u>SPENCER WILLIAM ESTATE</u>	3870 INNSBROOK DR	MEMPHIS, TN 38115
14159	089F3005000 517 BARNES	<u>ROBINSON ANGELA</u>	146 12TH STREET	RICHMOND, CA 94801
14160	089F3014900 628 N CHURCH	<u>LOWE CARLENE</u>	271 DINWIDDIE ST	PITTSBURH, PA 15219
14161	078H2714100 923 ELDERBERRY	<u>EICHLER ALFRED T JR</u>	923 ELDERBERRY	TUPELO, MS 38801
14162	075R2204300 2028 RICHMOND	<u>HUD C/O MICHAELSON CONNOR & BOUL</u>	4400 WILL ROGERS PKWY	SUITE 300
14163	075Q2201000 2018 COLONIAL ESTATES	<u>BAYVIEW LOAN SERVICING LLC</u>	4425 PONCE DE LEON BLVD	CORAL GABLES, FL 33146
14164	075R2201900 3492 FAIR OAKS DR	<u>QUEEN MATTHEW L</u>	3492 FAIR OAKS	BELDEN, MS 38826
14170	089F3006100 516 WALKER	<u>SHANNON CRAIG</u>	P O BOX 2032	VERONA, MS 38879
14171	075S1601101 3162 WALSH RD	<u>SIMS ARLIE MAE</u>	538 BEAN STREET	ANOKA, MN 55303
14189	077G2500200 1310 MARQUETTE	<u>CRISTIL JACOB S & MAVIS K</u>	1310 MARQUETTE	TUPELO, MS 38801
14190	077G2501000 1307 MARQUETTE	<u>PEGGEN WINFRED & TAWANA</u>	1307 MARQUETTE	TUPELO, MS 38801
14191	077Q3621900 202 ENOCH AVENUE	<u>WD PROPERTIES LLC</u>	POST OFFICE BOX 3171	TUPELO, MS 38803
14193	077Q3622300 110 ENOCH AVENUE	<u>MAXCY STEWART & STEPHANIE G</u>	1566 LARKSPUR CIRCLE	TUPELO, MS 38801
14194	077Q3623900 309 ENOCH AVENUE	<u>GIDDENS DIARRA</u>	309 ENOCH AVE	TUPELO, MS 38801
14195	078H2700700 783 HOLLY HILL DR	<u>WILSON BOBBY L</u>	604 RACOVE DR	TUPELO, MS 38801
14197	079V3211000 5489 TURNING LEAF CV	<u>HERITAGE & VILLAGES, LLC</u>	4278 VILLAGE LAKE DRIVE	TUPELO, MS 38802
14198	077C2507801 1203 ACKIA TRAIL	<u>DUFFORD TERRY A & SUSAN B</u>	1203 ACKIA TRAIL	TUPELO, MS 38801
14206	106H1301600 SOUTH GREEN	<u>JOHNSON GARY</u>	118 CR 643	SHANNON, MS 38868
14207	101R1204100 2119 DALTON	<u>L & P POLYESTER FIBERS LLC</u>	POST OFFICE BOX 310	CONOVER, NC 28613
14208	106D1302300 3238 SOUTH GREEN	<u>ARON CHARLES H</u>	2023 S GREEN ST	TUPELO, MS 38801
14209	105D1503500 MOORE	<u>RICHARDSON MEGAN</u>	P O BOX 87	RED BANKS, MS 38661
14210	105D1505900 404 BEASLEY DR	<u>WITHERSPOON CHARLEY J</u>	504 NORTH THOMAS STREET	TUPELO, MS 38801
14211	077G2504100 906 DESOTO DR	<u>STEADMAN IVOR J & RUTH A</u>	906 DESOTO	TUPELO, MS 38801

**LOT MOWING FOR PUBLIC HEARING
JUNE 2, 2015**

<u>14212</u>	<u>077H2520500</u>	1150 WOODLAWN	<u>BOUTIN KEVIN</u>	PO BOX 3592	TUPELO, MS 38803
<u>14213</u>	<u>077P3506500</u>	103 LAKEVIEW DR	<u>TMC LLC</u>	210 EAST MAIN STREET	TUPELO, MS 38804
<u>14214</u>	<u>077J3507500</u>	SAGEFIELD DR	<u>THE SOUTHERN GROUP OF MS</u>	PO BOX 3171	TUPELO, MS 38803-3171
<u>14215</u>	<u>077J3508100</u>	BRIARFIELD DR	<u>THE SOUTHERN GROUP</u>	P O BOX 3171	TUPELO, MS 38803
<u>14216</u>	<u>077J3508400</u>	BRIARFIELD DR	<u>THE SOUTHERN GROUP</u>	P O BOX 3171	TUPELO, MS 38803
<u>14217</u>	<u>077J3506600</u>	BATTLEFIELD DR	<u>THE SOUTHERN GROUP OF MS</u>	PO BOX 3171	TUPELO, MS 38803-3171
<u>14218</u>	<u>077J3505900</u>	FAIRFIELD DR	<u>TAYLOR PROPERTIES LLC</u>	5989 PURNELL RD	P O BOX 237
<u>14219</u>	<u>077F2613400</u>	1830 WEST JACKSON	<u>CLAYTON PATRICK M</u>	115 PATTERSON CIR	SALTILLO, MS 38866
<u>14220</u>	<u>077K3505200</u>	1715 JACKSON	<u>DARDEN ROBERT W JR</u>	1109 CHESTER AVENUE	TUPELO, MS 38804
<u>14221</u>	<u>113B0602503</u>	437 PRESIDENT EAST	<u>LANSDELL CHRISTOPHER A REVOCABLE</u>	281 COUNTY ROAD 2256	BALDWYN, MS 38824
<u>14222</u>	<u>077P3507300</u>	211 LAKEVIEW DR	<u>SIMMONS JAMES W JR & ASHLEY D TUTOR</u>	211 LAKEVIEW	TUPELO, MS 38804
<u>14223</u>	<u>077Q3616500</u>	1507 MAIN W	<u>BELLAMARE DEVELOPMENT LLC</u>	28 EASTBROOKE CIRCLE	MADISON, MS 39110
<u>14224</u>	<u>077Q3616600</u>	1509 WEST MAIN	<u>SUNCO HOLDINGS LLC</u>	1554 W PEACE STREET	CANTON, MS 39046
<u>14225</u>	<u>077P3506700</u>	107 LAKEVIEW DR	<u>GREEN TERRILL</u>	107 LAKEVIEW	TUPELO, MS 38801
<u>14226</u>	<u>089I3130201</u>	218 N GLOSTER	<u>RKH PROPERTIES LLC</u>	115A S LAFAYETTE ST	STARKVILLE, MS 39773

Memo

To: Mayor and City Council
From: Patrick Falkner
Subject: Routine Agenda: Planning Committee minutes
Date: May 27, 2015

Attached are the minutes of the Planning Committee meeting of May 4, 2015. Your action will only be to accept the minutes since there were no decisions at the meeting.

FLEX15-01 Flexibility Review application from Mr. David McGehee on behalf of CMI Acquisitions to replace the cell tower located at 1909-A North Gloster, at the rear of the MDOT campus.

TABLED

TUPELO PLANNING COMMITTEE

May 4, 2015

CALL TO ORDER

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

REVIEW OF MARCH MINUTES

The minutes were approved after a motion by Patti Thompson and a second by Bill Smith.

REPORT ON COUNCIL ACTIONS

Mr. Falkner reported that two actions from the April meeting, the Chesterville Road flexible use and the Shady Oaks subdivision, had been approved by the City Council, and that the Council had reversed the Planning Committee's denial of the flexible use request to rebuild the fire damaged building on North Gloster Street.

old BUSINESS

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

Mr. Jeremy Skipper of Ridgeland Mississippi and Mr. David McGehee appeared on behalf of the applicant and C-Spire. Mr. Skipper explained the need for additional antenna capacity and that they had looked for a new tower location in order to get away from the MDOT site, but could not find one that offered adequate coverage. He stated that the new tower would be the same height as the old tower but with more equipment. Mr. Skipper also said that the access road would be gated and only used 1 or 2 times a month.

Mr. Goodwin asked why the access road is needed.

Mr. Skipper replied that MDOT did not want C-Spire to be accessing the tower through MDOT's property for liability and security reasons.

Mr. Hildebrand asked if there was not a locked gate on the existing MDOT entrance. Mr. Skipper confirmed that there was.

Ms. Kennedy asked when C Spire would be using the access. Mr. Skipper said that normal maintenance would be during the work day but that they could need to access the site during off hours if there was a problem.

Mr. Goodwin asked about the type of gate that would be installed, the location, and whether it would be signed as private property.

Mr. Skipper said the gate would be far enough off Lakeside for a vehicle to get out of the road to open the gate, and that it would have the signs as well as cameras and alarms.

Mr. Hildenbrand asked if the access road would be screened by a fence from the Allison Drive properties. Mr. Skipper said that the residents already had fences in place.

Ms. Kennedy asked if the entire width of the access road easement would be cleared of trees. Mr. Skipper said that that depended on whether the fiber is brought in that way.

Markel Whittington, Ward 1 Council representative, appeared and said that the biggest concern is the access road coming in on a curve on a heavily traveled street.

Mr. Goodwin asked if the city would be willing to help persuade MDOT to allow access through the existing road.

Mr. Whittington said he would try to do that.

Kelly Cofer of 1908 Allyson Drive stated that he recognizes that the tower had been there a while, and that his main concerns were that mature trees along the fence line not be cut. He noted that the proposed access road would reduce C Spire's liability but increase the city's. He said that he would like the city to work with MDOT on the access issue.

Phil Ruff of 931 Lakeshire Drive suggested that MDOT could simply provide C Spire with a key to access their entrance if locked, and noted that Lakeshire Drive was a residential street with no commercial traffic.

Mr. Skipper came back to the podium to say that the tree line along the Allyson Drive side would not be disturbed, and that the access was just a driveway, not a street, that traffic impact would be minimal.

Mr. Goodwin asked if C Spire would be ok if access through MDOT was worked out.

Mr. Skipper referred to MDOT's original request being that the tower be removed, that their preference would be not to have it there at all. He mentioned several alternative sites that had been looked at and rule out.

Ms. Thompson mentioned a letter from Shirley Neuhaus of 1902 Allyson, who was unable to attend the meeting, in which Ms. Neuhaus objected to the access road as a potential hazard and negative effect on property value.

Mr. Goodwin asked Mr. Skipper if they were OK with the item being tabled again to allow MDOT to be approached about the access. Mr. Skipper agreed.

Mr. Goodwin asked if the neighborhood was agreeable to the tower replacement if the access road was not involved.

Mr. Kelly Cofer responded that he was, as long as the pole was not moved much.

Ms. Thompson moved to table the application pending a request to MDOT to allow access through their entrance to continue. Mr. Smith seconded and the motion was passed unanimously.

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.

#7.12

City of Tupelo
Department of Parks and Recreation



MEMO

Alex Farned, M.S.
Director

To: Mayor Jason Shelton and City Council
From: Alex Farned
CC: Don Lewis, Kim Hanna, Glenda Muse, and Ben Logan
Date: 5/20/2015
Re: Review/Ratify Contract with CIG Contractor Inc. for Splashpad at City Park

I would like to request that the City Council review/ratify the contract with CIG Contractors for the Splashpad at City Park.

- The contract will be in Glenda's office for your review

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Sixth (6th) day of May in the year Two Thousand Fifteen (2015)

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

The City of Tupelo
Post Office Box 1485
71 East Troy Street (38804)
Tupelo, Mississippi 38802-1485
Telephone Number: (662) 841-6513
Fax Number: (662) 840-2075

and the Contractor:

(Name, legal status, address and other information)

C I G Contractors, Inc.
2072 South Tate Street
Corinth, Mississippi 38834
Telephone Number: (662) 287-8079
Fax Number: (662) 287-4789

for the following Project:

(Name, location and detailed description)

The City of Tupelo
Joyner Splash Pad -- Re-Bid
Tupelo, Mississippi
Pryor & Morrow Project No. 2014515
Project Location: 1107 Joyner Avenue, Tupelo, Mississippi 38804
Project Description: The project consists of a new splash pad at Rob Leake City Park.

The Architect:

(Name, legal status, address and other information)

Pryor & Morrow Architects and Engineers, P.A.
Post Office Box 7066
1150 South Green Street, Building 1, Suite F (38804)
Tupelo, Mississippi 38802-7066
Telephone Number: (662) 840-8062
Fax Number: (662) 840-8092

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

init.

7.13



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

May 27, 2015

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

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

Dear Mayor Shelton and Council Members:

The following change orders are submitted for approval at your regular meeting on Tuesday, June 2, 2015. These change orders are necessary due to inclement weather and lost work days.

Tupelo SRF FY13 Water System Improvements – Area 1 – 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.

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.

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.

I have reviewed these change orders and find them to be correct. If you have any questions, please feel free to call upon me.

Sincerely,

Johnny N. Timmons
Manager

Attachments

CONTRACT CHANGE ORDER

OWNER: City of Tupelo
 CONTRACTOR: Argo Construction Corporation
 LOAN NUMBER: DWI L-410015-03-0
 PROJECT NAME: **Tupelo SRF FY13, Water System Improvements Area 1 - Beech Springs**
 CHANGE ORDER NO: 3 CONTRACT NUMBER: 3-08823

REASON FOR CHANGE: See Attached
 YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NUMBER	DESCRIPTION OF CHANGES(S)	ORIGINAL COST		REVISED CONTRACT COST	
		Total	Eligible	Total	Eligible

TOTAL CONTRACT CHANGE _____

ORIGINAL CONTRACT AMOUNT:	\$ 957,659.00	
CURRENT CONTRACT AMOUNT:	\$ 963,983.00	
THIS CONTRACT CHANGE:	\$ 0.00	
REVISED CONTRACT AMOUNT:	\$ 963,983.00	
CURRENT CONTRACT COMPLETION DATE:	May 29, 2015	
TIME EXTENSION REQUIRED BY CHANGE:	45	
REVISED CONTRACT COMPLETION DATE:	July 13, 2015	

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT SHALL APPLY.

REVIEWED BY: 
 (ENGINEER)

5/26/15
 (DATE)

ACCEPTED BY: 
 (CONTRACTOR)

5/22/15
 (DATE)

APPROVED BY: _____
 (OWNER)

 (DATE)

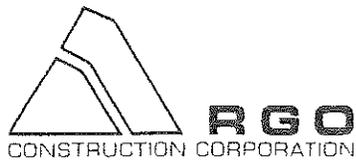
APPROVED BY: _____
 (MSDH REPRESENTATIVE)

 (APPROVAL LETTER DATE)

CHANGE ORDER #2

45 Day Time Extension

- Due to the inclement weather that was experienced during the late winter and early spring, Argo Construction Corporation is requesting a time extension. The 45 day Time Extension Request will allow time for the Contractor to finish installing the service connections, paving, seeding, sodding, site restoration and final clean-up .



May 22, 2015

Cook Coggin Engineers, Inc.
ATTN: Mr. Mark Weeden
703 Crossover Rd.
Tupelo, MS 38801

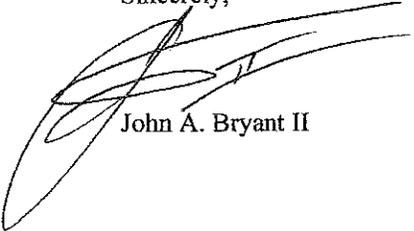
RE: Water System Improvements
Area 1 - Beech Springs

Dear Mr. Weeden,

Please accept this as our Request for Extension on Time in the amount of Forty Five (45) Days. This Extension is requested due to abnormal number of work days lost to inclement weather January through May. This additional time will allow us to complete Asphalt Repairs, complete Installation of Service Lines and complete Final clean-up, Seeding, Sodding and Site Restoration.

If you have questions or if additional information is required, please contact me @ (901) 258-8845.

Sincerely,



John A. Bryant II

CONTRACT CHANGE ORDER

OWNER: City of Tupelo
 CONTRACTOR: Kajacs Contractors, Inc.
 LOAN NUMBER: DWI L-410015-04-0
 PROJECT NAME: **Tupelo SRF FY13, Water System Improvements Area 2 North - Indian Hills**
 CHANGE ORDER NO. 1 CONTRACT NUMBER: 3-08823

REASON FOR CHANGE: See Attached
 YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

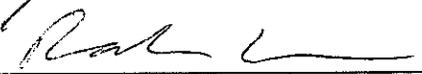
ITEM NUMBER	DESCRIPTION OF CHANGES(S)	ORIGINAL COST		REVISED CONTRACT COST	
		Total	Eligible	Total	Eligible

TOTAL CONTRACT CHANGE _____

ORIGINAL CONTRACT AMOUNT:	\$1,499,410.00	
CURRENT CONTRACT AMOUNT:	\$1,499,410.00	
THIS CONTRACT CHANGE:	\$ 0.00	
REVISED CONTRACT AMOUNT:	\$1,499,410.00	
CURRENT CONTRACT COMPLETION DATE:	May 29, 2015	
TIME EXTENSION REQUIRED BY CHANGE:	60	
REVISED CONTRACT COMPLETION DATE:	July 28, 2015	

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT SHALL APPLY.

REVIEWED BY:  (ENGINEER) 5/26/15 (DATE)

ACCEPTED BY:  (CONTRACTOR) 5/21/2015 (DATE)

APPROVED BY: _____ (OWNER) _____ (DATE)

APPROVED BY: _____ (MSDH REPRESENTATIVE) _____ (APPROVAL LETTER DATE)

CHANGE ORDER #1

60 Day Time Extension

- Due to the inclement weather that was experienced during the late winter and early spring, Kajacs Contractors, Inc. is requesting a time extension. The 60 day Time Extension Request will allow time for the Contractor to finish installing the service connections and paving.

Offices in
Little Rock, AR
and Poplar Bluff, MO



PO Box 969
Poplar Bluff, MO 63902
573-785-1745
(Fax) 573-785-6237
www.kajacs.com

May 20, 2015

Mr. John Mark Weeden, PE
Cook Coggin Engineers, Inc.
703 Crossover Road
Tupelo, MS 38802

Re: Tupelo, MS

Dear Mr. Weeden:

As you are aware, we have experienced several days of inclement weather this past winter and spring. We have missed over eight weeks of working time due to this. We are asking for a 60 day time extension on the Area 2 – North Indian Hills water project in Tupelo, MS.

Call me at (573) 785-1745, if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Rodger Williams", with a long horizontal flourish extending to the right.

Rodger Williams, P.E., Project Manager



CONTRACT CHANGE ORDER

OWNER: City of Tupelo
 CONTRACTOR: Paul Smithey Construction Company, Inc.
 LOAN NUMBER: DWI L-410015-03-0
 PROJECT NAME: **Tupelo SRF FY13, Water System Improvements Area 2 South - Deer Park**
 CHANGE ORDER NO. 2 CONTRACT NUMBER: 3-08823

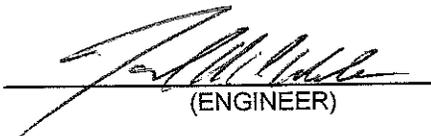
REASON FOR CHANGE: See Attached
 YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NUMBER	DESCRIPTION OF CHANGES(S)	ORIGINAL COST		REVISED CONTRACT COST	
		Total	Eligible	Total	Eligible

TOTAL CONTRACT CHANGE _____

ORIGINAL CONTRACT AMOUNT:	\$1,901,473.20	
CURRENT CONTRACT AMOUNT:	\$1,903,403.40	
THIS CONTRACT CHANGE:	\$ 0.00	
REVISED CONTRACT AMOUNT:	\$1,903,403.40	
CURRENT CONTRACT COMPLETION DATE:	June 12, 2015	
TIME EXTENSION REQUIRED BY CHANGE:	60	
REVISED CONTRACT COMPLETION DATE:	August 11, 2015	

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT SHALL APPLY.

REVIEWED BY:  (ENGINEER) 5/22/15 (DATE)

ACCEPTED BY:  (CONTRACTOR) 5-22-15 (DATE)

APPROVED BY: _____ (OWNER) _____ (DATE)

APPROVED BY: _____ (MSDH REPRESENTATIVE) _____ (APPROVAL LETTER DATE)

CHANGE ORDER #2

60 Day Time Extension

- Due to the inclement weather that was experienced during the late winter and early spring, Paul Smithey Construction Company, Inc. is requesting a time extension. The 60 day Time Extension Request will allow time for the Contractor to finish installing the service connections and paving.

7.14



May 5, 2015

Honorable Jason L. Shelton
Mayor
City of Tupelo
71 East Troy Street
Tupelo, MS 38804

REFERENCE: DESIGN PHASE, BIDDING & CONTRACTING SERVICES
SHARON HILLS DRAINAGE IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI

Dear Mayor Shelton:

Civil-Link, LLC (*hereafter "CL"*), located at 398 E. Main Street, Suite 109, Tupelo, Mississippi, 38804, is pleased to have the opportunity to submit this Letter Agreement to the City of Tupelo (*hereafter "Owner"*) in order to provide professional engineering design phase and bidding/contracting phase services for the referenced project. The project area includes the areas within the Sharon Hills subdivision (i.e. Lynn Circle, Valley Road) and the immediate surrounding areas (i.e. Crye-Leike Plaza to the north, N. Gloster St. the east, limits of subdivision to the west & McCullough Blvd. to the south). The engineering design phase will include utilizing topographic survey information provided by the Owner in order to create layout, grading and associated project drawings for the improvements proposed in the Sharon Hills drainage analysis, which was a hydraulic study recently completed by CL and submitted to the City. In addition, CL will prepare a set of technical specifications and contract documents for the project to be utilized in the bidding/contracting and construction phases of the project. Bidding/contracting services will include working with the Owner to advertise the project for construction prices, review and tabulation of potential bids submitted by contractors, and coordination of the contracting for the services to be awarded for construction.

The services included in this Agreement shall include the Project deliverables defined herein and incorporate the following proposed improvements:

1. Lynn Circle Roadside Improvements will include providing working drawings to the City of Tupelo Public Works Department to indicate the layout, invert elevations, materials,

excavation, etc. required to install new drainage pipe and surface inlets adjacent to Lynn Circle from Valley Road (northern intersection) approximately 300 feet west. These improvements will replace existing roadside ditches to more efficiently collect and convey storm water.

2. Storage Area 1 Improvements to provide grading & outlet improvements to maximize storage capacity and minimize long-term maintenance for the existing retention pond located north of Sharon Hills behind Crye-Leike Plaza. *Property/ROW acquisition services are not included in this Agreement.*
3. Storage Area 2 Improvements to provide a grading plan to maximize storage capacity and potentially provide a more resourceful utilization of the property for the community.
4. Infrastructure Improvements from Storage Area 1 to Lynn Circle to include the layout of new drainage pipes downstream of the existing retention pond behind Crye-Leike Plaza to Valley Road in order to provide more capacity, additional surface water access and new pipe for the aged section of the main trunk line pipe system.
5. Relocate Existing Storm Sewer South of Lynn Circle to include the layout of new drainage pipes downstream of the existing detention pond (Storage Area 2) to provide additional capacity and to minimize conflicts with private property, particularly the Moe Bristow track. *Property/ROW acquisition services are not included in this Agreement.*
6. Main Trunk Line Outlet Improvements to include the replacement approximately 500 LF of 60" CMP with larger RCP (I.e. 72") in order to provide the additional capacity required to prevent storm water from backing up into the Sharon Hills subdivision and causing flooding of streets and low-lying areas. The proposed improvements will initiate at an existing junction box immediately south of the Sharon Hills subdivision and extend towards McCullough Blvd. on an existing drainage easement within the hotel parking areas and access road.
7. Channelization Improvements to include grading/channelization improvements for the existing channel from N. Gloster Street to Valley Road.

With the exception of Item No. 1 above, it is our understanding that these projects will be bid together in one proposed construction package and, thus, the deliverables provided by CL will be in accordance with providing a complete set of project drawings, technical specifications and contract documents and bidding/contracting services for Items 2-7. We propose to provide these services for a total fixed fee of \$54,400. We will invoice per month based on the percentage of completion. All work will be performed in accordance with our General Terms and Conditions included as Exhibit A. Any work that is required for the completion of the project that is not defined/included within this Agreement shall be provided by CL at the written direction of Owner and shall be completed on a time and materials basis in the Hourly Rate Schedule attached hereto Exhibit B.

This Letter Agreement, consisting of three pages, Exhibit A, consisting of three pages, and Exhibit B, consisting of one page, constitute the entire Agreement between the City and CL and may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



Honorable Jason Shelton
May 5, 2015
Page 3 of 3

Please advise should you require further information related to this Agreement and/or the proposed services. We appreciate the opportunity to provide these services to the City of Tupelo and we look forward to working with the City on this project. If the terms of this Letter Agreement are acceptable, please execute and return a copy to us.

Sincerely,
CIVIL-LINK, LLC

Dustin D. Dabbs, PE
Principal

Attachments: *Exhibit A – General Terms and Conditions*
Exhibit B – Hourly Rate Schedule

ACCEPTED: CITY OF TUPELO, MISSISSIPPI

By: _____

Title: _____

Date: _____

Witnessed: _____



EXHIBIT A GENERAL TERMS AND CONDITIONS

1. **Relationship Between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
2. **Responsibility of the Engineer.** Engineer will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

- Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.
4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
 5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Client. Engineer shall have the right to retain copies of all documents and drawings for its files.
 6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. They should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.
 7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
 8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
 9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
 10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
 11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the

occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work

order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.

12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no

effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with maximum limits of \$500,000/\$1,000,000; automotive liability with maximum limits of \$500,000/\$500,000; and professional liability insurance with an annual limit of \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.
- Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.
20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has

any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through

issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be done upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

EXHIBIT B
CIVIL-LINK
HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

POSITION	LABOR RATES
Executive/Principal	\$140.00
Sr. Professional Engineer / Sr. Project Manager	\$120.00
Project Engineer / Project Manager	\$100.00
Junior Engineer/Professional Intern	\$85.00
Sr. Designer / Technician *	\$85.00
Graduate Engineer	\$75.00
Engineering Designer/CADD *	\$75.00
Engineering Technician/ Inspector *	\$85.00
Sr. Administrative *	\$50.00
Administrative *	\$40.00
Field Labor *	\$40.00
GPS Survey Party *	\$100.00
Two-Member Survey Party *	\$120.00
Three-Member Survey Party *	\$135.00

* Indicates non-exempt classifications and the hourly rates listed only applies to regular time work. If overtime work is required to meet the client's schedule, an overtime rate will have to be negotiated.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	\$0.52/mile
Traffic Counter	\$10.00/day
UTV / ATV	\$15.00/hour

IN-HOUSE REPRODUCTION/PRINTING

Vellum	\$2.00/sheet
Film Positive	\$5.00/sheet
Bond	\$1.00/sheet
Blue Line	\$1.00/sheet
Photocopies	\$0.20/sheet

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.

7.15

City of Tupelo
Finance Department

To: Mayor and Tupelo City Council

From: Kim Hanna



Date: 6/2/2015

Re: Request to Surplus Property

A city iPhone assigned to Jennie Bradford Curlee is not functioning properly. I am requesting approval to surplus this asset and trade in at C-Spire for a new phone.

The old phone (Asset # 15629, S/N F17KFBNYF8GH) was purchased for \$184.98 in fiscal year 2013 and C-Spire will allow us to swap evenly for a new iPhone 6 valued at \$669.99.